

# **TYLENOL® Nominate a Caregiver Sweepstakes**

## **OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER FOR A CHANCE TO WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

The TYLENOL® Nominate a Caregiver Sweepstakes begins on November 1, 2022 at 12:00:01 AM Eastern Time (“ET”) and ends on November 30, 2022 at 11:59:59 PM ET on (the “Sweepstakes Promotion Period”). Johnson & Johnson Consumer Inc.’s computer is the official time keeping device for this Sweepstakes.

1. Eligibility: Sweepstakes is open to legal U.S. residents currently residing in the 50 United States including the District of Columbia, who are eighteen (18) years of age or older as of the date of entry. Employees, officers, and directors of Johnson & Johnson Consumer Inc., McNeil Consumer Healthcare Division (“Sponsor”), and its respective parent, subsidiaries, affiliates, operators, franchisees and all of their respective advertising, promotion, or fulfillment agencies, promotional partners, and entities involved in the development, implementation, or handling of the Sweepstakes and other persons associated with the Sweepstakes (collectively, the “Sweepstakes Entities”), as well as the immediate family (spouse, parents, siblings, children, step-parents, step-siblings, and step-children, regardless of where they live) and same household members of each such employee, officer, director, or representative (whether or not related) are not eligible to participate in the Sweepstakes. Only individuals meeting all eligibility requirements set forth in these Official Rules may participate in the Sweepstakes or win a prize. All applicable federal, state, and local laws and regulations apply. Participation constitutes entrant’s full and unconditional agreement to these official rules (“Official Rules”) and to Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility of winners.

2. Sponsor: Johnson & Johnson Consumer Inc., McNeil Consumer Healthcare Division, 7050 Camp Hill Road, Fort Washington, PA 19034.

3. How to Enter: During the Sweepstakes Promotion Period, to enter: (1) go to any page on [www.Tylenol.com](http://www.Tylenol.com); and (2) complete the Sweepstake’s pop-up

registration form to submit a Sweepstake's entry for yourself and confirm your agreement to these Official Rules. Entry must include the first name and e-mail of the entrant to be eligible. Upon completing this step, you automatically will be entered with one (1) entry into the Sweepstakes. Entry must comply with all requirements set forth in these Official Rules to be eligible. Limit one (1) Entry per person, regardless of method of entry. Multiple Entries from any entrant will be void.

***By submitting the Sweepstake's registration form you agree to receive email marketing communications from Sponsor. You may opt-out of these email communications at any time. Should you choose to opt-out during the Promotion Period your Sweepstakes entry will continue to be valid as long as it meets all other criteria required by these Official Rules. If you have previously opted-out of marketing communications from Sponsor you will not be re-added to Sponsor's email list.***

4. Grant of Rights: By submitting an Entry, entrant explicitly grants to Sponsor and its licensees, successors and assigns an irrevocable, perpetual, unlimited, worldwide, royalty-free license to reproduce, distribute, display, exhibit, publicly display and publish, edit, create derivatives of, and otherwise use the Entry and all elements of such Entry, together with any other material, and the name, user name, city and state of residence, voice, image and/or likeness of entrant (including, but not limited to, profile photo) associated with the Sweepstakes, with or without first and/or last name credit to the entrant, in any and all media now known or hereafter devised, including online and social media sites, in any manner, in whole or in part, without compensation or notification to, or approvals or permission from or to entrant or any third party, for any purpose whatsoever, including without limitation, for purposes of advertising or trade. Entries that attempt to restrict this right will not be considered. Entrant agrees that, if required by Sponsor, he/she will sign documents to this effect. Sponsor is not responsible for any unauthorized use of Entries by third parties. Sponsor has no obligation to make use of the rights granted herein.

Each entrant warrants and represents that his/her Entry complies with these Official Rules. Sponsor reserves the right in its sole and unfettered discretion to disqualify any Entry that they determine is inappropriate or not suitable for publication, that does not comply with these Official Rules, or that is not consistent with the spirit or theme of the Sweepstakes.

Multiple entrants are not permitted to share the same email account. Any attempt by any entrant to obtain more than the stated number of Entries by using multiple and different identities, or accounts, or any other methods will void that entrant's Entries, and that entrant may be disqualified at Sponsor's discretion. Proof of submission of Entry will not be deemed proof of receipt by Sponsor.

By participating in this Sweepstakes, entrant acknowledges and agrees that he or she will clearly and conspicuously disclose that he or she is participating in this Sweepstakes in any online social sharing interaction that references the Sweepstakes or is used to obtain entries in connection with this Sweepstakes. At a minimum, the hashtag "#TYLENOLNominateACaregiverSweepstakes" or "#promoted" or some other hashtag or disclosure that identifies the post as associated with the Sweepstakes entry should be included in all social media communications sent pursuant to the Sweepstakes. Sponsor reserves the right in its sole discretion to disqualify any entrant who does not adequately disclose his or her participation in this Sweepstakes while engaging in any online social sharing interaction during the Sweepstakes Period.

In the event of a dispute as to any entry, the authorized account holder of the email address will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder to the Sponsor or forfeit the prize. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at the Sponsor's sole and absolute discretion. All potential winners are subject to verification before any prize will be awarded. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply.

4. Selection of Winners: On or about December 1, 2022, Sponsor will select the potential winners in a random drawing from among all Entries received. The odds of winning are based on the number of eligible Entries received. The potential winners will be notified by the sponsor account via e-mail on or about December 1, 2022. Potential winners will have twenty-four (24) hours to respond to the initial notification by providing additional contact information. Potential winners will be sent via email an Affidavit of Eligibility, Release of Liability/Prize Acceptance Form ("Prize Documents") which must be executed

and returned within five (5) days of issuance. If a potential winner does not respond to the initial notification within the twenty-four (24) hour period, return all Prize Documents within the specific period, or in the event that a potential winner is not in compliance with these Official Rules or is disqualified for any reason or does not wish to accept the prize, such winner will be disqualified and Sponsor will award the applicable prize to an alternate winner. Only three (3) alternate winners will be selected, after which any remaining prizes will remain un-awarded.

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

5. Prizes (5): A Prize will be awarded to each winner and the winner's nominated Caregiver who is listed on the Entrant's Sweepstake's registration form. Each Prize consists of a TYLENOL® care package that includes one each of the following:

- A. Pair of TYLENOL® branded socks;
- B. TYLENOL® branded blanket;
- C. TYLENOL® water bottle;
- D. TYLENOL® hat;
- E. TYLENOL® SmartCheck™ Digital Ear Otoscope;
- F. \$5.00 Coupon redeemable for any one (1) TYLENOL® product (expires 09/20/2023); and
- G. \$250 gift card.

Approximate Retail Value ("ARV") of each Prize Award: Four hundred dollars (\$400) USD. Limit one prize per person and per household.

6. Prize Restrictions: Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prizes not specifically stated herein are the sole responsibility of the individual prize winner. Prizes cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to substitute a prize (or portion thereof) of comparable or greater value, at its sole discretion.

7. General Conditions: This Sweepstakes is governed by the laws of the United States. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, the website, any platform, or the legitimate operation of the Sweepstakes; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect Entries and (a) cancel or terminate the Sweepstakes (or any portion thereof); (b) modify the Sweepstakes or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and (c) award the prizes at random from among the eligible, non-suspect Entries received up to the time of the impairment or as otherwise deemed fair and appropriate by Sponsor.

8. Release and Limitations of Liability: By participating in this Sweepstakes, entrants agree that Sponsor and its respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, web masters, and their respective officers, directors, employees, representatives and agents (the "Released Parties") are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) for lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures of any kind, including, but not limited to malfunctions, interruptions, or

disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical, typographical, mechanical, network human or other error which may occur in connection with the Sweepstakes, including but not limited to, errors or problems which may occur in connection with the administration of the Sweepstake, or the processing of Entries; or (5) for lost, late, incomplete, damaged, stolen, misdirected, garbled, inaccurate, or illegible Entries.

BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES-RELATED ACTIVITY, INCLUDING ACCESS TO AND USE OF THE INTERNET SITE [www.Tylenol.com](http://www.Tylenol.com) OR THE DOWNLOADING FROM OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO TRAVEL CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM.

9. Disputes. Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the federal or state courts in the State of New Jersey; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Johnson & Johnson Consumer Inc. in

connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules (whether of the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.

11. Privacy: Information collected from entrants is subject to Sponsor's Privacy Policy, which can be found <https://mycareclubrewards.com/en-us/PrivacyPolicy> and you understand that you are providing such information to Sponsor and not to Instagram. By entering the Sweepstakes, an entrant grants Sponsor and its affiliates the right to use the information provided by the entrant to contact the entrant by email to provide marketing communications from the Sponsor and their affiliates. The entrant may opt out of any future correspondence at any time.

12. Nature of Relationship/Waiver of Equitable Relief: Each entrant understands and acknowledges that the Sponsor has wide access to ideas, designs, and other materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas may be competitive with, similar or identical to the Submissions or each other in theme, idea, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material. Each entrant acknowledges and agrees that the Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submissions. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Submissions or other material submitted in connection with the Sweepstakes, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Submissions or any material based on or allegedly based on the Submissions, and the entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

13. Official Rules and Winners List: For a winners list, send a self-addressed, stamped envelope for receipt to: c/o TYLENOL Brand Team, Johnson & Johnson Consumer Inc., McNeil Consumer Healthcare Division, 7050 Camp

Hill Road, Fort Washington, PA 19034, by no later than 30 day safter the end of the Sweepstakes.

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