

Cetaphil eReceipt Upload Program

PROGRAM TERMS AND CONDITIONS

1. Eligibility: Cetaphil eReceipt Upload Program (the "Program") is open to legal residents of the fifty (50) United States (including D.C.), eighteen (18) years old or older at the time of entry. Employees of Galderma Laboratories, L.P. (Sponsor), OnCard Marketing, Inc. ("RevTrax"), Merkle Inc., and their parent and affiliate companies, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee, are not eligible. Void where prohibited. Participation constitutes participant's full and unconditional agreement to these Program Terms and Conditions.

2. Timing: Program begins on December 7, 2023 at 8:00 a.m. Eastern Time ("ET") and ends on January 7, 2024 at 11:59 p.m. ET (the "Program Period"). Servers of Sponsor and RevTrax are the official time-keeping devices for the Program.

3. How to Participate: Participants must make a purchase of an Eligible Cetaphil Product (defined below) from December 2, 2023 through the end of Program Period ("Eligible Cetaphil Purchase") and take the actions listed below to claim a \$3 PayPal payment (the "Reward"). ***Participant must use their mobile phone to complete these requirements. Accordingly, Msg & Data rates may apply.*** Participant must also have a valid U.S. PayPal account that is connected to the mobile phone used to receive the Reward. PayPal Accounts are free, but subject to the [PayPal User Agreement](#).

Eligible Cetaphil Products: All Cetaphil products are eligible, *except baby products, Sheer Mineral Sunscreen products, Cleansing Bars and the 4oz or smaller size of Daily Facial Cleanser, Gentle Skin Cleanser, Moisturizing Lotion and Moisturizing Cream.*

Take the following steps:

- a) Participants must visit the Cetaphil.com website and follow the links to complete the registration form.
- b) Participants will be directed to a site where they will be required to provide their mobile phone number. Upon completion of this webform, participants will receive one (1) text message with the link to the mobile platform to complete the submission process.
- c) Next, participants must visit the mobile platform and follow directions to upload a photo of their Eligible Cetaphil Purchase receipt. Participant must take a clear and legible photo of the receipt that displays: the purchase date and time, the retailer, the Eligible Cetaphil Product, the price of the Eligible Cetaphil Product and total amount spent. Receipt image must not be larger than 10 MB and may only be one of the following file types: .gif, .png, or .jpg.
- d) The review process can take to 2-3 days. Participants will receive a text message confirming that the receipt has been reviewed and approved or alternatively, a text message explaining the reason for rejection. Participants may upload the receipt again through the end of the Promotion Period to cure the issues identified.

The Reward: If Administrator approves the receipt, a text message will direct the participant to a site to immediately claim the \$3 PayPal Reward by signing into their PayPal account. If the participant does not have a PayPal account they will receive an email with directions to create an account within 30 days to receive the Reward. Receipt and use of the Reward is subject to the terms of the PayPal User Agreement (<https://www.paypal.com/us/webapps/mpp/ua/useragreement-full>).

Limit: Each participant may receive one (1) Reward. Multiple participants are not permitted to share the same mobile phone number or email address. Any attempt by any participant to obtain more than one (1) Reward by using multiple/different mobile phone numbers, email addresses,

identities, registrations and logins, or any other methods will void that participant's Reward and that participant may be disqualified.

4. Sponsor: Galderma Laboratories, L.P., 2001 Ross Ave, Suite 1600, Dallas, TX 75201.
Administrator: OnCard Marketing, Inc. 132 W 31st Street #603, New York, NY 10001

5. Release: By participating in this Program, each participant agrees to release and hold harmless Sponsor, Administrator, Merkle Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and offer suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Program or receipt or use or misuse of the Reward.

6. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Program, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Program, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the registration process or the operation of the Program or to be acting in violation of these Terms and Conditions or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

7. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Program; (2) 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 registration process or the Program; (4) technical or human error which may occur in the administration of the Program or the processing of registrations; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Program or receipt or use or misuse of any Reward. Released Parties are not responsible for misdirected or undeliverable submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof.

8. Disputes: Except where prohibited, each participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Program or any Reward awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Program, but in no event attorneys' fees; and (3) under no circumstances will participant be permitted to obtain awards for, and participant 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 Terms and Conditions, or the rights and obligations of the participant and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

9. Participant's Personal Information: Information collected from participation is subject to Sponsor's Privacy Policy: <https://www.galderma.com/us/your-privacy> .