

## Official Rules

### "COPPERTONE #PROTECTMY CONTEST"

SPONSORED BY BAYER HEALTHCARE LLC

**NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE OF THE FIFTY UNITED STATES AND THE DISTRICT OF COLUMBIA AND WHERE PROHIBITED OR RESTRICTED BY LAW. THIS CONTEST IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. PLEASE READ THESE OFFICIAL RULES CAREFULLY AS THE OFFICIAL RULES REQUIRE THAT ENTRANT WAIVES THE RIGHT TO A JURY TRIAL AND THAT DISPUTES ARISING OUT OF OR RELATING TO THIS CONTEST BE RESOLVED IN ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY CLASS ACTIONS, AND LIMIT YOUR RIGHTS AND REMEDIES IN THE EVENT OF A DISPUTE.**

**1. Entry Period:** The "Coppertone #ProtectMy Contest" ("Contest") commences at 12:00 AM ET on May 1, 2017 and ends at 11:59 PM ET on July 4, 2017 ("Contest Period"). All entries must be received by 11:59 PM ET on July 4 2017. Sponsor's computer is the official time keeping device for this Contest. All interpretations of these Official Rules and decisions made by Sponsor relating to the Contest are final.

**2. Eligibility:** The Contest is open to persons legally residing in, and physically located within, one of the 50 United States or District of Columbia who are at least 18 years of age (19 in Alabama and Nebraska, 21 in Mississippi) at time of entry. Employees, agents, and directors of Bayer HealthCare LLC, ("Sponsor") and The Marketing Arm Inc., ("Administrator"), and their respective parent companies, affiliated companies, subsidiaries, partners, dealers, manufacturers, distributors, sponsors, advertising agencies, promotion and administration agencies, and any entity which is involved in any aspect of the creation, production, operation, execution or fulfillment of the Contest ("Contest Entities"), and their immediate families (i.e., parents, spouses, siblings, children, grandparents, step parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related, are not eligible to enter Contest. Entrants that enter the **Coppertone #ProtectMy Sweepstakes** will also be automatically entered into this Contest.

By participating in this Contest, entrants: (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by Sponsor and by the decisions of Sponsor; (b) acknowledge compliance with these Official Rules; (c) represent and warrant that he or she meets all the eligibility criteria set forth in these Official Rules; (d) agree to comply with any and all applicable federal, state and local laws, rules and regulations; (e) acknowledge that Contest is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram; and (f) agree to indemnify and hold harmless Contest Entities, Facebook and Instagram from and against any and all liability arising out of or relating in any way to entrant's participation in Contest and to release all rights to bring any claim, action or proceeding against Contest Entities, Facebook and Instagram. This includes, but is not limited to, any and all claims, demands, damages and causes of action for personal injuries or death and/or damage to personal or real property, theft, loss or any other harm, suffered directly or indirectly from entrant's participation in Contest or the receipt or acceptance, redemption, possession, use or misuse of the Prize (hereinafter defined), and for any claim including claims based on defamation, publicity rights, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property related or other cause of action.

**3. To Enter:** There are two (2) methods of entry:

**To Enter via Facebook:** In order to enter via this method, entrants must: (i) take a digital photograph that depicts what entrant wants to protect; (ii) log onto their Facebook account; (iii) visit <https://www.facebook.com/coppertone/> and find the Contest post on that Facebook page; and (iii) using the hashtags **#Coppertone #ProtectMy #Contest** post the photograph under the post on the Facebook page to receive one (1) entry into the Contest. Any comments included with the photograph

must be in the English language. **Entries must not feature the name, likeness or other personally identifiable information of any person other than entrant, unless entrant is the parent/legal guardian of such other individual featured. Personally identifiable information includes, but is not limited to name, image, likeness, license plates, phone numbers and personal addresses.** Entries must be in compliance with the Entry Guidelines specified in Section 4 herein. Entrant will need to have a valid Facebook account in order to enter via this method of entry. Entrant can open a Facebook account for free by registering with [www.facebook.com](http://www.facebook.com). **Entrant must not use more than one (1) Facebook account to enter Contest via this method of entry. If an entrant is suspected of using multiple Facebook accounts to enter Contest, any entries received by such means will be void. Entrants must be in compliance with the Facebook Terms and Conditions and accept the Facebook Privacy Policy. Message and data rates may apply if entrant enters Contest via mobile device.**

**To Enter via Instagram:** In order to enter via this method, entrants must have a mobile device that supports the Instagram application, have the Instagram application downloaded on their device and have a valid Instagram account set as **non-private**. Entrants must then: (i) take a digital photograph that depicts what entrant wants to protect; (ii) log onto their Instagram account; and (iii) using the hashtags **#Coppertone #ProtectMy #Contest**, post the photograph to your Instagram account to receive one (1) entry into the Contest. Any comments included with the photograph must be in the English language. **Entries must not feature the name, likeness or other personally identifiable information of any person other than entrant, unless entrant is the parent/legal guardian of such other individual featured. Personally identifiable information includes, but is not limited to name, image, likeness, license plates, phone numbers and personal addresses.** Entries must be in compliance with the Entry Guidelines specified in Section 4 herein. Entrants can open an Instagram account for free by registering with [instagram.com](http://instagram.com). **Entrant must not use more than one (1) Instagram account to enter via this method of entry. If an entrant is suspected of using multiple Instagram accounts to enter Contest, any entries received by such means will be void. Entrant must be in compliance with Instagram's Terms of Use and accept Instagram's Privacy Policy. Message and data rates may apply if entrant enters Contest via mobile device.**

All information submitted to Sponsor by entrants is subject to and will be treated in a manner consistent with Sponsor's Privacy Policy accessible at [http://www.bayercare.com/privacy\\_statement.cfm](http://www.bayercare.com/privacy_statement.cfm). By participating in Contest, entrants hereby agree that Sponsor may collect and use their personal information in compliance with its Privacy Policy and acknowledge that they have read and accepted the Sponsor's Privacy Policy. **All information submitted by entrants is being provided to Sponsor and/or Administrator and not to Facebook or Instagram.**

There is a limit of nine (9) unique entries per person regardless of method of entry. Each entry must be a unique entry. If it is suspected that an entrant submits more than nine (9) entries, only the first nine (9) entries received will be considered. In the event of a dispute over who submitted a winning entry, the "authorized account subscriber" of the Facebook or Instagram account, as applicable, used to participate in Contest at the actual time of entry, will be deemed to be the entrant. **It is the sole responsibility of the entrant to notify the Administrator in writing if the entrant changes his or her Facebook or Instagram account during the Contest Period.** The "authorized account subscriber" for Facebook and Instagram is defined as the natural person who is assigned an email address associated with the applicable account. In the event a winning account selected is a joint account, a total of one (1) Prize will be awarded in the name of the first-named account holder. Proof to Sponsor's satisfaction of being the authorized account subscriber may be required by Sponsor.

**4. Entry Guidelines:** Entries must be the original work of entrant, must have been created specifically for Contest, and must not have been previously published, released commercially or won any awards. Any elements appearing in an entry, including, without limitation, photographs, art or any other materials, must be entrant's own original work, created by entrant, or be in the public domain.

Entries must not feature the name, likeness or other personally identifiable information of any person other than entrant, unless entrant is the parent/legal guardian of such other individual featured. Personally identifiable information includes, but is not limited to name, image, likeness, license plates, phone numbers and personal addresses. Entries must not include, depict or make reference to any of the following: obscenity, inappropriate language, nudity, sexual explicitness, drug or alcohol use, violence, firearms/weapons, commercial products or services, unauthorized copyrighted, trademarked or patented properties, including brand names, logos, or trade dress, private property, unless entrant has obtained a property release from the owner specific for uses specified herein, material that promotes any activities that may appear unsafe or dangerous, or promotes any particular political agenda or message, material that is hateful, tortious, defamatory, false or misleading, disparaging, slanderous, libelous, or otherwise unlawful, material that violates or infringes another's rights, including but not limited to, rights of privacy or publicity, copyrights, trademarks, patents or any other intellectual property rights, material that promotes bigotry, racism, hatred or harm against any group or individual, or promotes discrimination based on race, ethnicity, sex, religion, nationality, disability, sexual orientation or age, and any other content, including but not limited to, text, images, graphics, photographs, captions and descriptions that could be considered inappropriate or offensive, as determined by Sponsor in its sole discretion. Further, entries must not contain any claim that is not and cannot be substantiated or that would be false or misleading to a reasonable consumer. Any content, text or otherwise, included as part of the entry must be in the English language.

By entering the Contest, each entrant represents and warrants that: (i) the entry is the original work of the entrant, that he/she has all rights to the entry, that the entry was created specifically for Contest, that the entry, in whole or in part, has not been released commercially, been previously published or won any awards; (ii) the entry does not and will not violate any law, statute, ordinance or regulation; (iii) the entry is free and clear of any and all liens or claims with respect to the use of the entry in the manner authorized in these Official Rules; (iv) if the entry features any individuals other than entrant, then the entrant must be the parent/legal guardian of those individuals featured; (v) the entry does not infringe upon or violate the intellectual property rights of any third party and will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on copyrights, trademarks, patents or other intellectual property rights or any rights or interests of any third party, or give rise to any claims for any payment whatsoever; and (vi) the entry is not and will not be defamatory, disparaging libelous, pornographic or obscene.

Content posted by entrant is not edited by Sponsor and the views/opinions of the entrant do not reflect the views of the Sponsor in any manner.

Sponsor reserves the right to disqualify any entry that it deems, in its sole discretion, to be a violation of the Official Rules or that is not in keeping with the Entry Guidelines specified herein or which communicate messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate.

By submitting an entry in this Contest, entrant agrees that such entry, and all information sent with the entry, including all rights embodied therein (except for personally identifiable information as identified in Sponsor's Privacy Policy) are deemed to be non-confidential and non-proprietary and Sponsor shall have no obligation of any kind with respect to such entry and other materials.

Entrants acknowledge an agree that Sponsor may receive many entries in connection with this Contest and that some entries may be very similar in content, idea, theme, or in other respects to other entries received or submitted. Entrant waives any and all claims entrant may have had, may have and/or may have in the future, that any entry in this Contest is similar to his/her entry, or that any compensation is due to entrant in connection with such entry.

All entries submitted in compliance with these Official Rules and not disqualified are considered "Eligible Entries". Receipt of entries will not be acknowledged. Proof of entry will not be deemed to be proof of receipt of entry by Sponsor.

**5. Use of Entries:** By submitting an entry, entrant understands that winning entries may be selected to be featured in Sponsor's social media pages and channels, in Sponsor's sole discretion. Sponsor is not obligated to use, publish or display or broadcast any entry.

Entrants agree that Contest Entities are not responsible for any unauthorized use of entries by any third parties.

All entrants, whether a Winner or not, agree that in exchange for their participation in Contest, they grant, and have the full right to grant, Sponsor and its representatives, affiliates, licensees, successors and assigns; (i) the right, but not the obligation, to use, edit, adapt, reformat, rearrange, modify, combine with other pictures, items and/or materials, add to and/or customize entry; and (ii) the assignable, sublicenseable, perpetual, non-exclusive, irrevocable, royalty free, right and license to use, exhibit, display, broadcast, copy, reproduce, encode, compress, encrypt, incorporate data into, rebroadcast, transmit, record, publicly perform, create derivative works of, distribute and synchronize in timed relation to visual elements and aural elements, and or otherwise exploit, the entries, and/or any portions or excerpts thereof, including without limitation, using entrant's name, image, likeness, performance, voice, and any other attributes of entrant, individually or with others, in whole or in part, in conjunction with other material, in any manner, including advertising, promoting and publicizing Sponsor, an unlimited number of times, in any and all media, now known or hereafter devised, in perpetuity, throughout the world, without any additional liability, obligation to, or review or approval by, entrant or any third party.

Entrants agree to obtain, upon request from Sponsor, any documentation necessary to prove their unrestricted ownership in all contents of entry and their right to use entry as specified in these Official Rules. Entrants also acknowledge and agree that Sponsor shall own all right, title and interest, including all copyright ownership, in any derivative works they may create from any element of entry.

**6. Prize:** The Winner (hereinafter defined) will receive \$5,000 for a trip, at Winner's discretion, that will include: (i) \$2,500 airline gift card (subject to the terms and conditions of gift card), with an approximate retail value ("ARV") of \$2,500; and (ii) one (1) \$2,500 check payable to Winner, collectively the ("Prize"). The total ARV of the Prize is \$5,000. The Prize will be awarded in August, 2017.

**7. Publicity Release:** By participating in Contest, the Winner grants the right to Sponsor, and its representative, affiliates, licensees and assigns, to record, film, videotape and photograph the Winner ("Images"). These Images will be owned by Sponsor. Sponsor and each of its designees shall have the right to use, re-use, reproduce, publish, display, exhibit, distribute edit, adapt, post, stream, copy and exploit such Images, and all elements embodied therein, including any names, likenesses, address, voice, conversation, biographical and Prize information and any other attributes of Winner, individually or with others, in whole or in part, in conjunction with other material, in any and all media now known or hereafter devised, for the purpose of trade, advertising, promotion or on a Winner's List or any other lawful purpose, whatsoever, in perpetuity, throughout the world, without additional compensation, consideration, notification or permission, except where prohibited by law.

**8. Judging:** Eligible Entries will be judged by representatives of Administrator ("Judges") based on the judging criteria specified herein. There will be one (1) Winner selected from the Eligible Entries. The Eligible Entries will be judged on the following criteria: (i) how well the entry expresses the "protect" theme (33.3%); (ii) inspirational impact (33.3%); and (iii) uniqueness (33.3%), ("Judging Criteria"). The Eligible Entry with the highest aggregate score will be determined to be the Winner (subject to verification and compliance with these Official Rules). The Judges reserve the right to conduct interviews with any entrant. The Judges also reserve the right to extend the Contest Period, select more Winners, or not to declare any Winners if, in their sole discretion, an insufficient number of Eligible Entries are received and/or the Eligible Entries do not meet the qualification standards based on the Judging Criteria specified herein. The application of the judging criteria shall be in the sole and absolute discretion of the Judges. In the event of a tie or dispute or for any other reason that Sponsor deems necessary, the tied entries will be re-judged by Judges based on how well the entries express the "protect" theme Judging Criteria specified above continuing thereafter to each Judging Criteria, in order, as needed to break the tie. In the event that more than one entrant independently submits the same winning entry, the entrant that posted the entry first will be determined to be the Winner. Contest Entities and Judges disclaim any liability from any entrant and entrants agree to waive any claims against Contest Entities and Judges relating to the judging or awarding process.

**9. Winner Selection and Notification:** The Judges will select one (1) Winner from among all of the Eligible Entries on or about July 11, 2017. The Administrator will attempt to contact the potential Winner as follows: (i) by comment on Facebook if the entrant entered Contest via the Facebook method of entry and entrant will be required to send an email to Administrator confirming his/her name, address and phone number within forty-eight (48) hours from when comment is sent and then Administrator will attempt to contact the

potential Winner directly via the telephone number provided; or (ii) by comment on Instagram if the entrant entered Contest via the Instagram method of entry and entrant will be required to send an email to Administrator confirming his/her name, address and phone number within forty-eight (48) hours from when comment is sent and then Administrator will attempt to contact the potential Winner directly via the telephone number provided. By entering the Contest, the entrant hereby grants permission to be contacted via telephone. If a potential Winner does not respond with the required information within the twenty-four (24) hour time period, cannot thereafter be reached directly within a forty-eight (48) hour period, or does not meet the eligibility requirements, the potential Winner will be disqualified and an alternate potential Winner will be selected that was next in contention for Winner designation from among all of the remaining Eligible Entries.

**10. Winner Verification:** To be eligible to be declared the Winner and to receive the Prize, the potential Winner must sign and return to Sponsor and/or Administrator, within five (5) days of issuance of such documentation from Administrator or Sponsor a complete and valid IRS Form W9 and an Affidavit of Eligibility and Release that: (a) releases Contest Entities, Facebook and Instagram from any and all liability, loss, claims, demands, and causes of action for personal injuries or death and/or damage to personal or real property, theft, loss, or any other harm suffered directly or indirectly from potential Winner's participation in Contest, including, but not limited to, traveling to, preparing for and/or participating in any Prize related activity, or the acceptance, possession, or use or misuse of any Prize; (b) except where prohibited by law, grants Contest Entities the right to use potential Winner's name, picture and/or likeness, or biographical information or voice for trade, advertising and publicity purposes, in any media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration or notification; and (c) a non-exclusive, irrevocable, royalty free, license, in perpetuity, commencing at Contest entry granting Sponsor and its designees the right to use the entry as specified herein. Entry into Contest constitutes agreement to sign such release. If potential Winner does not sign this release and return it within the time frame specified, the potential Winner may be disqualified, at Sponsor's or Administrator's sole discretion, and the Prize forfeited. When such documentation is properly executed and providing potential Winner is otherwise in compliance with the Official Rules, potential Winner will be determined to be the Contest winner ("Winner").

Winner must also complete any additional legal documents provided by Administrator or Sponsor with respect to the Prize and return them as instructed within the time frame specified or Winner may forfeit Prizes at Sponsor's sole discretion. If a potential Winner is unable to participate in or accept the Prize or any portion of the Prize for any reason, Sponsor will have no further obligation to the potential Winner. Prize or Prize documents returned as undeliverable will result in forfeiture of Prize. Sponsor expressly reserves the right to delay the announcement of the Winner for any reason Sponsor deems necessary. In addition, Sponsor reserves the right to select an alternate Winner in the event that any potential Winner fails to comply with these Official Rules or fails to execute the documentation within the time frame specified.

By participating in Contest, Winner acknowledges that Contest Entities have not and will not obtain or provide insurance of any kind relating to the Prize and that Winner will be responsible for obtaining and paying for any form of insurance relating to the Prize that Winner deems appropriate.

**11. Prize Terms:** The dates for fulfillment of the Prize will be on or about August, 2017, but subject to change in Sponsor's sole discretion. If for any reason any Prize is unavailable or any Prize or related event is delayed, cancelled or postponed, or for any other reason, Sponsor reserves the right to modify the Contest in its sole discretion and award a substitute Prize, or portion of Prize, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of the Prize, or any portion thereof, is permitted by a Winner. Contest Entities shall have no responsibility or obligation to a Winner who is unable or unavailable to, or who does not for any reason, accept or utilize the Prize. All costs and expenses not specifically listed above as part of the Prize, including, without limitation, any equipment to be used in connection with the Prizes, are solely Winner's responsibility. PRIZES ARE PROVIDED "AS IS". ENTRANTS ACKNOWLEDGE THAT CONTEST ENTITIES HAVE NEITHER MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE PRIZES AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Prizes pictured in online, television, print advertising, and other Contest materials are for illustrative purposes only. Arrangements for the fulfillment of the Prizes will be made by Administrator and/or Sponsor.

**12. Taxes:** All Winners with Prize values of \$600 or over must supply Sponsor and/or Administrator with their social security number. An IRS Form 1099 will be issued in the name of Winner for the actual value of the Prize awarded if the actual value of Prize is \$600 or over. All federal, state and local taxes, and any other costs and expenses associated with acceptance or use of Prize not specifically provided for in these Official Rules are solely the Winner's responsibility.

**13. General Terms:** Contest Entities, Facebook and Instagram are not responsible if Contest cannot take place, or if any Prize cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of Contest Entities. If, for any reason Contest is not capable of running as planned, including, without limitation, lack of significant participation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of Contest Entities, which, in Sponsor's sole determination, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Contest. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend Contest or any part of the Contest. If Contest or any part of Contest is terminated or modified prior to the closing date of the Contest, notice will be posted on **Coppertone.com** if time permits and the Prize will be awarded to a potential Winner to be selected from among all Eligible entries received prior to any such event using the Judging Criteria outlined in Section 8 herein. Sponsor reserves the right to modify and amend these Official Rules from time to time during Contest for clarification purposes. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Contest Entities assume no responsibility for and will disqualify entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged, destroyed, delayed, misdirected, not received, postage due mail entries, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in the Contest, or by any human, mechanical or electronic error that may occur in the processing of the entries in Contest, or other errors appearing within the Official Rules or in any Contest related advertisements. Contest Entities assume no responsibility for any typographical or other error in the printing of the offer, administration of Contest, errors in processing entries, identifying the Winner, in the announcement of the Prize and Winner, and the delivery of the Prize, any problems or technical malfunction of any telephone network or lines, mobile phone, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any web site, or any combination thereof, including, without limitation, any injury or damage to entrant's or any other person's computer system/software or mobile phone, or other portable electronic device related to or resulting from participation or downloading any materials in Contest. Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. No software-generated, robotic, programmed, script, macro or other automated entries are permitted and any entries received by such means will be void. Sponsor reserves the right in its sole discretion to disqualify any person they suspect or find: (i) to have used a software generated, robotic, programmed, script, macro or other automated entry; (ii) to have tampered with the entry process or the operation of Contest; (iii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iv) to display behavior that will bring such Winner or Contest Entities into disgrace; (v) to have provided inaccurate information on any legal documents submitted in connection with Contest; or (vi) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY THE WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS THE WINNER OF THE CONTEST AND ALL PRIVILEGES AS THE WINNER WILL BE IMMEDIATELY TERMINATED.

AS A CONDITION OF ENTERING THE CONTEST, ENTRANT AGREES THAT: (I) UNDER NO CIRCUMSTANCE WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, OTHER THAN FOR OUT-OF-POCKET EXPENSES; (II) ENTRANT WAIVES THE RIGHT TO A JURY TRIAL OF ANY AND ALL ISSUES AND THAT ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY—WITHOUT RECOURSE TO ANY FORM OF CLASS ACTION—BY BINDING ARBITRATION (BY A SINGLE NEUTRAL ARBITRATOR SELECTED BY SPONSOR IN ITS SOLE AND ABSOLUTE DISCRETION); AND (III) ANY AND ALL CLAIMS, JUDGEMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT SHALL SUCH CLAIMS, JUDGEMENTS OR AWARDS INCLUDE ATTORNEYS' FEES. THIS CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THECONTENT OR LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY SUCH ENTRANT AND SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**14. Request for Name of Winner and Official Rules:** All requests for a copy of the Official Rules and for the name of the Winner (first name and state) must be made by August 11, 2017. Vermont residents may omit return postage if requesting a set of Official Rules. For the name of the Winner and/or Official Rules: (i) send a self-addressed stamped envelope to: The Marketing Arm Inc., Attention: "**Coppertone #ProtectMy Contest**", #140, 233 Rock Road, Glen Rock, NJ 07452; and (ii) write, as applicable, "Winners List" and/or "Official Rules" on the lower left hand corner of the envelope.

**15. Sponsored by:** This Contest is sponsored by Bayer HealthCare LLC, 100 Bayer Boulevard, Whippany, NJ 07981.

**16. Administered by:** This Contest is administered by The Marketing Arm Inc., 1999 Bryan Street, Suite 1800 Dallas, TX 75201.

**This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook and Instagram.**