

LISTERINE® 21 Day Challenge Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: LISTERINE® 21 Day Challenge (the "Promotion") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old and the age of majority in their state of residence at the time of entry. Employees of Johnson & Johnson Consumer Inc., HelloWorld, Inc., and their respective parents, affiliate companies, subsidiaries and advertising and promotion agencies, as well as the immediate family (spouse, parents, siblings and children and their respective spouses, regardless of where they reside) and household members of each such employee, whether or not related, are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Johnson & Johnson Consumer, Inc., 199 Grandview Road, Skillman, NJ 08558 **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Promotion begins on January 5, 2020 at 12:00 a.m. Eastern Time ("ET") and ends on February 27, 2020 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for this Promotion. The Promotion consists of a sweepstakes ("Sweepstakes") and an instant win game ("Instant Win Game").

4. How to Enter: You can enter the Promotion via 4.a or 4.b, as outlined below.

a. Take the LISTERINE® Challenge by Using LISTERINE® for 21 Days: During the Promotion Period, follow the links and instructions to complete and submit the registration form including a valid email address. Then, once you register to participate in the LISTERINE® Challenge, you will have twenty-one (21) consecutive days (your "Challenge Period") to participate in the Promotion. If you miss a day, your Challenge will restart when you log in and you will have twenty-one (21) consecutive days to complete the Challenge.

i. Sweepstakes: During your Challenge Period, use LISTERINE® as directed for twenty-one (21) consecutive days (the "Challenge"). Visit www.listerine.com/21daychallenge (the "Website") and complete the following actions to earn Sweepstakes entries:

- **Complete Swish Timer:** Follow the instructions to select and launch the appropriate swish time (either 30 or 60 seconds), use LISTERINE® mouthwash and swish. By completing this action, you will receive five (5) entries into the Sweepstakes. Limit: You may complete this action one (1) time per day during the Promotion Period.
- **Answer Daily Trivia Question:** Follow the links and instructions to answer one (1) trivia question. By answering the trivia question, you will receive one (1) entry into the Sweepstakes, regardless of how you answered the question. Limit: You may complete this action one (1) time per day during the Promotion Period.
- **Upload a Photo:** Take a photo of how you swish (your "Submission"). Then, follow the links and instructions to upload your Submission. You will receive five (5) entries into the Sweepstakes for your Submission. Limit: You may complete this action one (1) time during the Promotion Period.

Your Submission must be your original work. If you include the names or likenesses of

other individuals, you must have their permission to be included and to grant the rights set forth in Section 5. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor. Your Submission may not be indecent, obscene, hateful, tortious, defamatory, libelous, contain material that violates or infringes another's rights, disparage Sponsor, Administrator, or any other person or party, or contain material that is unlawful in any way. The Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to incorporate in his/her Submission. Sponsor reserves the right to disqualify any Submission that it finds unlawful, or in violation of these Official Rules, all in its sole discretion. Released Parties (as defined in Section 10, below) are not responsible for lost, late, unreceived, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions or failure to receive Submissions due to limitation of third-party social network platforms all of which will be void.

- **Upload a Receipt:** Visit a participating retail location and purchase a qualifying LISTERINE® product (each a "Qualifying Purchase"). See Appendix A for a list of Qualifying products. You must be sure to keep the receipt and take a photo of the entire receipt. The photo containing the receipt must be clear and legible, include the retailer name, purchase date and time, participating product(s) you purchased, as well as the purchase price(s) and receipt total. Then, during the Challenge Period, visit the Website and follow the links and instructions to upload the receipt. Once your receipt has been validated, you will receive five (5) entries into the Sweepstakes. Limit: You may complete this action 1 time during the Promotion Period.

- **Twitter Referral/Facebook Referral:** You may share the Promotion via Twitter and/or Facebook, as outlined below:

Twitter: Follow the links and instructions to click on the tweet button to tweet the prepopulated message on Twitter. The prepopulated tweet post will contain a unique link to the Promotion. You may only tweet one (1) time per day during the Promotion Period. You will receive one (1) entry into the Sweepstakes for each friend that registers for the Promotion through the unique link you posted.

Facebook: Follow the links and instructions to share the Promotion on your Facebook wall. The wall post will contain a unique link to the Promotion. You may only post about the Promotion one (1) time per day during the Promotion Period. You will receive one (1) additional entry into the Sweepstakes for each friend that registers for the Promotion through the unique link you posted.

Limit: You may receive up to three (3) Sweepstakes entries per day during the Promotion Period for any combination of Twitter Referral and Facebook Referral.

- **Complete Challenge:** If you complete the Challenge meaning that you logged in and used LISTERINE® as directed for twenty-one (21) consecutive days, you will receive twenty-one (21) entries into the Sweepstakes. Limit: You may complete this action one (1) time during the Challenge Period.

- ii. **Instant Win Game:** You can participate in the Instant Win Game once per day during the Promotion Period. After you log-in, you will advance to the Instant Win Game page and receive one (1) Instant Win Game play for that day. Once on the Instant Win Game page, follow the links and instructions to play the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification of eligibility and compliance with the terms of these Official Rules before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

b. Enter Without Taking the LISTERINE® Challenge:

- i. **Sweepstakes Mail-in Alternate Method:** To enter without using LISTERINE® or participating in the Challenge, hand print your name, address, day and evening phone numbers, email address, and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "LISTERINE® 21 Day Challenge," c/o HelloWorld, Inc., P.O. Box 5010, Department 843060, Kalamazoo, MI 49003-5010. You will receive twenty-one (21) entries into the Sweepstakes. Limit: twenty-one (21) entries per envelope, until you reach the overall limit. All mail-in entries must be handwritten and must be postmarked by February 27, 2020 and received by March 5, 2020. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Released Parties (as defined below) are not responsible for lost, late, incomplete, invalid, delayed, stolen, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.
- ii. **Instant Win Game:** During the Promotion Period, visit www.listerine.com/21daychallenge and complete and submit the registration form, including a valid email address. You can participate in the Instant Win Game once per day. After you log-in, you will automatically advance to the Instant Win Game page and receive one (1) Instant Win Game play for that day. Once on the Instant Win Game page, follow the links and instructions to play the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification of eligibility and compliance with the terms of these Official Rules before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

Limit: Each entrant may receive up to five hundred and seventeen (517) Sweepstakes entries regardless of method of entry; each entrant may receive one (1) Instant Win Game play per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, delayed, stolen, invalid, unintelligible or misdirected registrations or prize claims, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player and he/she must comply with these Official Rules. 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.

5. Sponsor's Use of Submissions: Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

6. Sweepstakes/Instant Win Game: Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sweepstakes: Administrator will randomly select the potential Sweepstakes winner on or around March 11, 2020. Instant Win Game: Three hundred twenty-five (325) random, computer-generated winning times will be generated during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize indicated.

7. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER AND/OR SWEEPSTAKES WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.

8. Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes Grand Prize winner will be notified by email or phone. The potential Sweepstakes Grand Prize winner will be required to sign and return a Declaration of Compliance, Liability and Publicity Release which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner of any prize cannot be contacted or fails to sign and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner of a prize valued over \$25 is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries for the drawing at issue. There will be three (3) alternate drawings after which the prize will remain unawarded. Unclaimed prizes valued at \$25 or less will not be awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

9. Prizes:

Sweepstakes Prize: ONE (1) GRAND PRIZE: A check for \$10,000. ARV: \$10,000. Odds of winning the Sweepstakes Prize depend on the number of eligible entries received during the Promotion Period.

Instant Win Game Prizes: TWENTY-FIVE (25) FIRST PRIZES: A \$100 Visa® Prepaid Card. ARV: \$100. FIFTY (50) SECOND PRIZES: A \$50 Visa® Prepaid Card. ARV: \$50. TWO HUNDRED FIFTY (250) THIRD PRIZES: A \$20 Visa® Prepaid Card. ARV: \$20. Each winner will receive an email from notification@prepaiddigitalsolutions.com that prompts them to select either a physical or virtual Visa Prepaid Card. The card is issued by The Bancorp Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc. Use your Visa Prepaid card anywhere Visa debit cards are accepted in the United States and U.S. Territories. The card may not be used at any merchant, including internet and mail or telephone order merchants, outside of the United States and U.S. Territories. The Bancorp Bank does not endorse or sponsor, and is not affiliated in any way with this Instant Win Game. Odds of winning an Instant Win Game prize depend on the number of Instant Win prizes available divided by the number of eligible Instant Win Game plays. Limit: One (1) Instant Win Game prize per person/email address. All trademarks are the property of their owners who have not endorsed and are not administrators or sponsors of this Promotion.

For All Prizes: No cash equivalent and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of comparable or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. **TOTAL ARV OF ALL PRIZES: \$20,000.**

10. Release: By participating, entrants agree to release and hold harmless Sponsor, Administrator, Facebook, Inc., Twitter, Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and prize 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 Promotion or receipt or use or misuse of any prize.

11. Publicity: Except where prohibited, participation in the Promotion constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and

state for advertising, promotional, and other purposes in any manner, in any and all media, now known or hereinafter devised, worldwide, in perpetuity, without further payment or consideration, notification, or permission.

12. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award (i) the Sweepstakes prize(s) for the drawing(s) at issue at random from among the non-suspect, eligible entries received up to the time of the impairment and/or (ii) any unclaimed Instant Win Game Prizes at random from among the non-suspect, nonwinning game plays received up to time of such impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or Instant Win Game or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries/game plays. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or the Instant Win Game may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages (including attorneys' fees) and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

13. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, typographical, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software, or lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) other errors or problems of any kind relating to or in connection with the Sweepstakes, whether printing, typographical, technical, computer, network, mechanical, or human error or otherwise, which may occur in the administration of the Promotion, the processing of entries, game plays or prize claims, the announcement of the prizes; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

14. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize 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 Promotion, and in no event will entrant be entitled to receive attorneys' fees or other legal costs; 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 Sponsor in connection with the Promotion, 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.

15. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy

Policy <http://www.listerine.com/privacy-policy> and Administrator's Privacy Policy
<http://www.helloworld.com/privacy-policy>.

16. Winners List: For a winners list, visit <http://bit.ly/2qfCgyZ>. The winners list will be posted after winner confirmation is complete.

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This Promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter, Inc. or Facebook, Inc.

Appendix A: Participating Products

Sub Brand	Product UPC	Description	Size
SMART RINSE® Anticavity Fluoride Rinse	312547113250	MARVEL AVENGERS MINT SHIELD®	500 ml
SMART RINSE® Anticavity Fluoride Rinse	312547113533	DISNEY FROZEN BUBBLE BLAST®	500 ml
ANTISEPTIC	312547113809	GUM THERAPY	500 ml
ANTISEPTIC	312547113816	GUM THERAPY	1 Liter
SMART RINSE® Anticavity Fluoride Rinse	312547150927	BERRY SPLASH	500 ml
MOUTHRINSE	312547235969	SENSITIVITY ZERO ALCOHOL FRESH MINT	250 ml
MOUTHRINSE	312547235976	SENSITIVITY ZERO ALCOHOL FRESH MINT	500 ml
ANTICAVITY FLUORIDE MOUTHWASH	312547306225	TOTAL CARE STAIN REMOVER FRESH MINT	473 ml
ANTICAVITY FLUORIDE MOUTHWASH	312547306218	TOTAL CARE STAIN REMOVER FRESH MINT	946 ml
ANTICAVITY FLUORIDE MOUTHWASH	312547306355	TOTAL CARE FRESH MINT	1 Liter
ANTICAVITY FLUORIDE MOUTHWASH	312547306553	TOTAL CARE CINNAMINT	1 Liter
ANTICAVITY FLUORIDE MOUTHWASH	312547306713	TOTAL CARE ZERO ALCOHOL FRESH MINT	1 Liter
ANTICAVITY FLUORIDE MOUTHWASH	312547306751	FLUORIDE DEFENSE™ MINT SHIELD®	1 Liter
ANTISEPTIC	312547306935	NATURALS HERBAL MINT	1 Liter
ANTICAVITY FLUORIDE MOUTHWASH	312547306942	NATURALS HERBAL MINT	1 Liter
ANTICAVITY FLUORIDE MOUTHWASH	312547306706	TOTAL CARE ZERO ALCOHOL FRESH MINT	500 ml
MOUTHWASH	312547428323	ZERO ALCOHOL COOL MINT®	500 ml
ANTISEPTIC	312547428200	FRESHBURST®	250 ml
ANTICAVITY FLUORIDE MOUTHWASH	312547386302	NIGHTLY RESET™ Twilight Mint™	400 ml
ANTICAVITY FLUORIDE MOUTHWASH	312547386319	NIGHTLY RESET™ Twilight Mint™	800 ml
MOUTHWASH	312547386340	ULTRACLEAN® ZERO ALCOHOL ARCTIC MINT®	500 ml
SMART RINSE® Anticavity Fluoride Rinse	312547386357	DISNEY-PIXAR Incredibles 2 Bubble Blast®	500 ml
MOUTHWASH	312547386364	ULTRACLEAN® ZERO ALCOHOL ARCTIC MINT®	1 Liter
ANTISEPTIC	312547422611	ULTRACLEAN ARCTIC MINT®	500 ml
ANTISEPTIC	312547422697	ULTRACLEAN COOL MINT®	250 ml
ANTISEPTIC	312547422567	ULTRACLEAN FRESH CITRUS	1.5 Liters
ANTISEPTIC	312547422574	ULTRACLEAN FRESH CITRUS	1 Liter
ANTISEPTIC	312547422598	ULTRACLEAN ARCTIC MINT®	1.5 Liters
ANTISEPTIC	312547422604	ULTRACLEAN ARCTIC MINT®	1 Liter
ANTISEPTIC	312547422666	ULTRACLEAN COOL MINT®	1.5 Liters
ANTISEPTIC	312547422673	ULTRACLEAN COOL MINT®	1 Liter
ANTICAVITY FLUORIDE MOUTHWASH	312547425490	Healthy White® VIBRANT CLEAN MINT	946 ml
ANTICAVITY FLUORIDE MOUTHWASH	312547425513	Healthy White® GENTLE CLEAN MINT	473 ml
ANTICAVITY FLUORIDE MOUTHWASH	312547425520	Healthy White® GENTLE CLEAN MINT	946 ml

ANTICAVITY FLUORIDE MOUTHWASH ANTISEPTIC	312547425483 312547701631	Healthy White® VIBRANT CLEAN MINT Naturals™ Formula HERBAL MINT	473 ml 500 ml
ANTICAVITY FLUORIDE MOUTHWASH	312547425919	Healthy White® RESTORING CLEAN MINT	473 ml
ANTICAVITY FLUORIDE MOUTHWASH ANTISEPTIC ANTISEPTIC	312547425926 312547427357 312547427555	Healthy White® RESTORING CLEAN MINT COOL MINT® COOL MINT®	946 ml 1 Liter 1.5 Liters
MOUTHWASH	312547428330	ZERO ALCOHOL COOL MINT®	1 Liter
MOUTHWASH	312547428347	ZERO ALCOHOL COOL MINT®	1.5 Liters
ANTISEPTIC	312547428354	FRESHBURST®	1 Liter
ANTISEPTIC	312547428552	FRESHBURST®	1.5 Liters
ANTISEPTIC	312547427203	COOL MINT®	250 ml
ANTISEPTIC	312547422680	ULTRACLEAN COOL MINT®	500 ml
ANTISEPTIC	312547701280	ORIGINAL	250 ml
ANTISEPTIC	312547701525	ORIGINAL	1 Liter
ANTISEPTIC	312547701532	ORIGINAL	1.5 Liters
ANTISEPTIC	312547427258	COOL MINT®	500 ml
ANTISEPTIC	312547428255	FRESHBURST®	500 ml
ANTISEPTIC	312547701310	ORIGINAL	500 ml
ANTICAVITY FLUORIDE MOUTHWASH	312547306256	TOTAL CARE FRESH MINT	500 ml
ANTICAVITY FLUORIDE MOUTHWASH	312547306201	TOTAL CARE FRESH MINT	250 ml