Beauty Sweet Spot Effaclar Acne System Contest Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

The Beauty Sweet Spot Effaclar Acne System Contest (the "Contest") starts on September 23, 2014 at 12:01 PM Eastern Time ("ET") and ends on October 29, 2014 at 11:59 PM Eastern Time ("ET") ("Contest Period").

ELIGIBILITY: Contest is open to legal residents of the fifty (50) United States and the District of Columbia, 13 years of age or older at time of entry. Employees of LaRoche-Posay ("Sponsor"), Creative Media Marketing PR ("Administrator"), Beauty Sweet Spot, Jeannine Morris and their respective parents, subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. Void where prohibited by law. Contest is subject to all applicable federal, state and local laws.

HOW TO ENTER: During the Contest Period 1) visit www.beautysweetspot.com; 2) find the post entitled "LaRoche-Posay's Effaclar Acne System"; 3) in 50 words or less comment on why you want to be chosen to win an Effaclar Acne System Kit. All entries must be received by 11:59 PM ET on October 14, 2014 to be eligible. Limit one (1) entry per person, per email address for the duration of the Entry Period. Multiple entries received from any person or email address after the first entry received from that person or email address will be void. Entries generated by script, macro or other automated or mechanical means or means by which subvert the entry process will be void.

REQUIREMENTS OF ENTRIES: By submitting a Contest Entry, entrant hereby grants permission for the Contest Entry to be posted on LaRoche-Posay branded websites or social platforms. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Contest Entries by third parties. Released Parties do not guarantee the posting of any Contest Entry. Entrants agree that they will not use the Entry for any other purpose, including, without limitation, posting the Contest Entry to any online social networks, without the express consent of Sponsor in each instance.

Contest Entry must be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Contest Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Contest Entry, any and all releases and consents necessary to permit the use and exhibition of the Contest Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Contest Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render Entry null and void. By submitting a Contest Entry, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Contest Entry consent to the submission and use of the Contest Entry in the Contest and to its use as otherwise set forth herein.

Contest Entries may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission;
- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing);
- promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- appears to duplicate any other submitted Contest Entries;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate;
- and/or violates any law.

By submitting an Entry, entrant acknowledges and agrees that Sponsor may obtain many Entries in connection with this Contest and/or other contests staged and/or promoted by the Sponsor, and that such Entries may be similar or identical in theme, idea, format or other respects to other Entries submitted in connection with this Contest and/or other contests sponsored by the Sponsor or submitted for other reasons or other materials developed by the Sponsor. Entrant waives any and all claims entrant may have had, may have, and/or may have in the future, that any Entry and/or other works accepted, reviewed and/or used by the entrant may be similar to his/her Entry, or that any compensation is due to entrant in connection with such Entry or other works used by Sponsor.

JUDGING: All eligible Entries received by Sponsor will be judged by Jeannine Morris based on the following criteria: 50% clearly communicates contest theme; 40% creativity; 10% strength of contest. The Entries with the highest scores will be deemed the potential winners. In the event of a tie, the highest scored entries for emotional content will be deemed the winner. If there are tied high score in emotional content, those entries will be re-scored by the judges to determine the winner(s). Sponsor reserves the right not to award all prizes or "to choose fewer than ten (10) finalists if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. Prize awards are subject to verification of eligibility and compliance with these Official Rules.

WINNER NOTIFICATION: The potential winner(s) will be notified on or about October 17, 2014. Judge's and Sponsor's decisions are final and binding on all matters relating to this Contest. Potential winners will be notified by comment on contest post and may be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by Sponsor, which must be returned within seven (7) days of date appearing on prize notification. Return of prize or prize notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Sponsor to contact a potential winner within a reasonable time period or noncompliance with these Official Rules by any potential winner will result in disqualification and, at Sponsor's sole discretion, the prize may be awarded to a runner-up. If any potential winner is an eligible minor in his/her jurisdiction of residence, Sponsor reserves the right to

award the prize in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winners set forth herein.

PRIZES: Ten (10) winners will receive the LaRoche-Posay Effaclar Acne System. Approximate Retail Value ("ARV") is \$29.99. Total ARV of all prizes: \$299.90. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute prize (or portion thereof) with one of comparable or greater value. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion.

GENERAL CONDITIONS: By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Contest; (b) to release, discharge and hold harmless Sponsor, Creative Media Marketing PR, Beauty Sweet Spot, Jeannine Morris and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Contest or any Contest-related activity or the acceptance, possession, use or misuse of any awarded prize and (c) to the use of his/her name, voice, performance, photograph/video, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. By participating, entrant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Contest without the prior consent of the Sponsor, which it may withhold in its sole discretion.

OWNERSHIP/USE OF ENTRIES: By submitting an Entry, each entrant agrees Sponsor shall own the Entry submitted (including the copyright thereto and all rights embodied therein) and that it and its designees may exploit, edit, modify, and distribute the Entry and all elements of such Entry, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, permission or notification to entrant or any third party.

MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, illegible, stolen, delayed, misdirected, undelivered, or garbled Entries; or for 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 or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Entries, the tabulation of votes, the announcement of the prizes, the incorrect uploading of the video or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or

downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Contest or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Entries will be void. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential winners from all eligible, non-suspect Contest Entries received prior to action taken using the judging procedure outlined above. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

ARBITRATION: Except where prohibited by law, as a condition of participating in this Promotion, participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Promotion), and participant further waives all rights to have damages multiplied or increased.

USE OF DATA: Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at www.laroche-posay.us. By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

REQUEST FOR WINNERS' LIST: For a list of winners (available after November 1, 2014) send a self-addressed, stamped, envelope by May 1, 2015 to: Beauty Sweet Spot Effaclar Acne System Contest Winners, Creative Media Marketing PR, 594 Broadway, Suite 500, New York NY 10012.

Sponsor: LaRoche-Posay, 575 Fifth Avenue New York, NY 10017

Administrator: Creative Media Marketing Public Relations, 594 Broadway, Suite 500, New York, NY 10012