

## CARE CLUB CANADA CONTEST

THE CARE CLUB CANADA CONTEST (THE "CONTEST") IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY IN THEIR PROVINCE OR TERRITORY OF RESIDENCE OR OLDER AT THE TIME OF ENTRY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE "CONTEST RULES").

**1. ELIGIBILITY.** To be eligible for this Contest, an individual must:

- (a) be a legal resident of Canada;
- (b) be of the age of majority in his/her province or territory of residence or older at the time of entry;
- (c) become a member of Care Club Canada or already be a member of Care Club Canada; and
- (d) agree to comply with the Contest Rules.

Employees of Johnson & Johnson Inc. (the "Sponsor"), its affiliates, subsidiaries, related companies, advertising and promotional agencies, and the household members of any of the above, are not eligible to participate in the Contest.

The Sponsor shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage (i) supply untruthful, incomplete, inaccurate or misleading personal details and/or information, or (ii) fail to strictly adhere to these Contest Rules.

**2. CONTEST PERIOD.**

The Contest begins at 8:00 a.m. Eastern Time ("ET") on Monday, May 15, 2023, and ends at 7:59 a.m. ET on Monday, June 12, 2023 (the "Contest Period") after which time the Contest will be closed and no further entries shall be accepted.

**3. HOW TO ENTER.**

- (a) **NO PURCHASE NECESSARY.** There is no purchase necessary to enter the Contest. Enter using the method of entry outlined below. No entries will be accepted by any other means.
  - i. **New Care Club Canada Members** – During the Contest Period, Entrants can enter the Contest by visiting <https://cloud.email.mycareclubrewards.ca/contest-en> (the "Website") and following the instructions to complete the registration form to become a Care Club Canada member. Each submitted and fully completed registration form will automatically generate one (1) Contest entry. There is no fee required to becoming a Care Club Canada member.
  - ii. **Existing Care Club Canada Members** – During the Contest Period, access the link in the

email sent to members announcing the Contest to visit the Website to fill out the registration form in order to update the Entrant's preferences for Care Club Canada. Each submitted and fully completed registration form will automatically generate one (1) Contest entry. There is no fee required to update a member's Care Club Canada preferences.

- (b) ***By submitting the registration form, you agree to receive newsletters, special offers and other promotional emails across the Johnson & Johnson brands ("Communications") from the Sponsor (Johnson & Johnson Inc., 88 McNabb Street, Markham, ON L3R 5L2, 1-800-265-7323.) You may unsubscribe from receiving these Communications at any time or update/delete any of your preferences. Should you choose to unsubscribe or update/delete any preferences during the Contest Period, your Contest entry will continue to be valid as long as it meets all other criteria required by these Official Rules. If you have previously unsubscribed from Communications from Sponsor, you will be re-added to Sponsor's email list.***
- (c) Limit of one (1) entry per person/email account. In the case of multiple entries, only the first eligible entry will be considered.
- (d) All entries become the sole property of the Sponsor and none will be returned for any reason. Entries must be received no later than the end of the Contest Period. The Sponsor's database computer is the official time-keeping device for the Contest. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with those selected for a Prize.
- (e) Entries received online shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the Instagram user/account from which the Entry was submitted. For the purpose of the Contest Rules, "authorized account holder" of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each selected entrant may be required to provide the Sponsor with proof that the selected entrant is the authorized account holder of the e-mail address associated with the winning entry.

#### **4. PRIZES.**

- (a) There are three (3) prizes available to be won (each a "Prize") consisting of the following:
  - i. Grand Prize – ONE THOUSAND FIVE HUNDRED DOLLARS in MASTERCARD gift cards (i.e., three (3) \$500.00 MASTERCARD gift cards) (total approx. retail value \$1500 CAD);
  - ii. Second Prize – (i) one (1) gift basket containing a collection of Johnson & Johnson brand products; and (ii) one (1) TWO HUNDRED AND FIFTY DOLLAR (\$250 CAD) MASTERCARD gift card (total approx. retail value \$350 CAD)

- iii. Third Prize – one (1) gift basket containing a collection of Johnson & Johnson brand products (total approx. retail value \$100 CAD)
- (b) Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- (c) Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsor. Any unused portion of a Prize will be forfeited and have no cash value. The Sponsor reserves the right, in its and their sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.
- (d) The Sponsor shall not assume any liability for lost, damaged or misdirected Prizes.

## 5. WINNER SELECTION

Winner shall be selected as follows:

- (a) On Monday, June 19<sup>th</sup>, 2023 (the “Contest Draw Date”), at 11:00 a.m. in Toronto, Ontario, three (3) entrants will be selected by a random draw from all eligible entries received during the Contest Period. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsor. Before being declared a Winner, the selected entrant shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, to comply with the Contest Rules and sign and return the Release (described below). The Sponsor may, in its sole discretion, provide an alternate skill-testing question or vary the requirements to perform any skill-testing component of the Contest to accommodate and include the participation of entrants with physical or cognitive disabilities.
  - (b) EACH SELECTED ENTRANT WILL BE NOTIFIED BY EMAIL NO LATER THAN THREE (3) BUSINESS DAYS FOLLOWING THE CONTEST DRAW DATE AND MUST RESPOND VIA EMAIL WITHIN THREE (3) DAYS OF NOTIFICATION. Each selected entrant is solely responsible for monitoring his/her email account for such Notification. If the selected entrant does not respond in accordance with the Contest Rules, he/she fails to comply with the terms of these official Contest Rules or voluntarily withdraws from the Contest, he/she will be disqualified and will not receive a Prize and another entrant may be selected in the Sponsor’s sole discretion until such time as an entrant satisfies the terms set out herein. The Sponsor is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsor to receive a selected entrant’s response.
  - (c) If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Prize claimants after the Contest’s closing date to award the correct number of Prizes.
6. **RELEASE.** Winner will be required to execute a legal agreement and release (“Release”) that confirms Winner’s: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of the Sponsor, its parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and

promotional agencies (collectively, the "Releasees") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Sponsor of the unrestricted right, in the Sponsor's discretion, to use and re-use the Winner's name, photograph, likeness, voice and biography in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within two (2) business days the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited.

- 7. INDEMNIFICATION BY ENTRANT.** By entering the Contest, entrant releases and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. The entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.
- 8. LIMITATION OF LIABILITY.** The Sponsor assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems, or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing, or otherwise. The Sponsor is not responsible for any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize. The Sponsor assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsor, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest.
- 9. CONDUCT.** By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be posted at <https://cloud.email.mycareclubrewards.ca/contest-rules-en> AND/OR upon request by self-addressed, stamped envelope to Johnson & Johnson Inc., 88 McNabb Street, Markham Ontario, L3R 5L2 throughout the Contest Period. Entrant further agrees to be bound by the decisions of the Sponsor, which shall be final and binding in all respects. The Sponsor reserves the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the

Contest; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any online Johnson & Johnson Inc. property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.

**10. PRIVACY / USE OF PERSONAL INFORMATION.**

(a) By participating in the Contest, entrant: (i) grants to the Sponsor the right to use his/her name, mailing address, telephone number, and e-mail address (“Personal Information”) for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners; (ii) grants to the Sponsor the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledges that the Sponsor may disclose his/her Personal Information to third-party agents and service providers of any of the Sponsor in connection with any of the activities listed in (i) and (ii) above.

(b) The entrant’s Personal Information will be stored in the database of a third party retained by Sponsor and such database is located outside of Canada. If you wish to obtain access to written information about the Sponsor’s policies and practices with respect to the service providers it uses outside of Canada or to speak to the Chief Privacy Officer about questions you may have regarding the collection, use, disclosure or storage of personal information by service providers outside Canada, you may write to the Sponsor at the following address:

**Johnson & Johnson Inc.  
Attention: Canadian Chief Privacy Officer  
199 Grandview Road  
Skillman, NJ  
08558-9418  
U.S.A.**

or call the Sponsor at 1-800-265-8383 and ask to speak to the Office of the Chief Privacy Officer, or email the Sponsor at [privacy@jnjcanada.com](mailto:privacy@jnjcanada.com) and ask that the Chief Privacy Officer provide answers to your questions about the above.

(c) The Sponsor will use the entrant’s Personal Information only for identified purposes, and protect the entrant’s Personal Information in a manner that is consistent with the Johnson & Johnson Inc. Privacy Policy at: <https://www.jnjcanada.com/privacy-policy>.

**11. INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsor and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited. REACTINE is trade-mark of Johnson & Johnson, used under licence.

**12. TERMINATION.** Sponsor reserves the right, in their sole discretion, to terminate the Contest, in

whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

- 13. LAW.** These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.
- 14. RÉGIE.** Any litigation respecting the conduct or organization of a publicity contest maybe submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.
- 15. LANGUAGE DISCREPANCY.** In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.