# The Neutrogena® x TATE x Walmart Sweepstakes

# Official Rules

### NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER FOR A CHANCE TO WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

The Neutrogena® x TATE x Walmart Sweepstakes ("Sweepstakes") begins on July 1, 2025 at 12:00:01 AM Eastern Time ("ET") and ends on September 30, 2025 at 11:59:59 PM ET ("Promotion Period"). Kenvue Brands LLC's ("Sponsor") computer is the official time keeping device for this Sweepstakes.

1. Eligibility: The Sweepstakes is open to legal U.S. residents currently residing in the 48 contiguous United States including the District of Columbia, who are eighteen (18) years of age or older as of the date of entry. Employees, officers, and directors of Kenvue Brands LLC ("Sponsor"), Merkle Inc. ("Prize Administrator"), and their respective parents, subsidiaries, affiliates, operators, franchisees and all of their respective advertising, promotion, or fulfillment agencies, promotional partners, and entities involved in the development, implementation, or handling of the Sweepstakes and other persons associated with the Sweepstakes (collectively, the "Sweepstakes Entities"), as well as the immediate family (spouse, parents, siblings, children, step-parents, step-siblings, and step-children, regardless of where they live) and same household members of each such employee, officer, director, or representative (whether or not related) are not eligible to participate in the Sweepstakes. Only individuals meeting all eligibility requirements set forth in these Official Rules may participate in the Sweepstakes or win a prize. All applicable federal, state, and local laws and regulations apply. Participation constitutes entrant's full and unconditional agreement to these official rules ("Official Rules") and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Kenvue Brands LLC, 1 Kenvue Way, Summit, NJ 07901. **Prize Administrator:** Merkle Inc. (formerly known as HelloWorld, Inc.), 3000 Town Center, Suite 2100, Southfield, MI 48075.

#### 3. How to Enter: There are two (2) ways to enter the Sweepstakes:

(a) Make a Qualifying Purchase & Upload Receipt: During the Promotion Period, take the following actions to receive one (1) "Entry" into the Sweepstakes, subject to the limit and requirements below:

(i) Make a purchase of any Neutrogena® product in-store at a Walmart location or online at <u>www.walmart.com</u> ("Qualifying Purchase"). If you make a Qualifying purchase in-store, be sure to keep your receipt. Receipts cannot be given away, bartered, auctioned, sold, or traded and all such receipts along with any receipts obtained through unauthorized or illegitimate means may be void. Participation in the Sweepstakes by individuals who take such actions may be terminated at Sponsor's discretion.

(ii) Take a "Photo" of your entire receipt. Photo must be clear and legible, and display all of the following: retailer name, the purchase date and time, the Qualifying Purchase(s), the price of the Qualifying Purchase(s) and total amount spent. Your Photo must not be

larger than 5MB and may only be one (1) of the following file types: .jpg, .jpeg, .png, or .pdf.

(iii) Login at <u>www.NeutrogenaAllAccess.com</u>. Follow the links and instructions to complete your information (as applicable) and upload the Photo of your receipt.

(b) Enter by Mail: To enter without making a purchase, print your name, address, and email address on a piece of paper and mail it in an envelope with proper postage to "Neutrogena x TATE x Walmart Sweepstakes," c/o Merkle Inc., P.O. Box 5046, Department 867150, Kalamazoo, MI 49003-5046. You will receive one (1) entry into the Sweepstakes, subject to the limit below. Limit: One (1) entry per stamped, outer envelope. All mail-in entries must be postmarked by September 30, 2025 and received by October 7, 2025. 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, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Entry must comply with all requirements set forth in these Official Rules to be eligible, including all above Entry requirements. Limit five (5) Entries per person, regardless of method of entry. Additional Entries from any entrant will be void. For the avoidance of doubt, if you submit a receipt which includes more than one (1) Qualifying Product, that receipt will still only count as one (1) Entry.

Each entrant warrants and represents that his/her Entry complies with these Official Rules. Sweepstakes Entities reserve the right in their sole and unfettered discretion to disqualify any Entry that does not comply with these Official Rules, or that is not consistent with the spirit or theme of the Sweepstakes.

Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of Entries by using multiple and different identities, or email addresses, or any other methods will void that entrant's Entries, and that entrant may be disqualified at Sponsor's discretion. Proof of submission of Entry will not be deemed proof of receipt by Sponsor.

**4. Selection of Winners:** On or about October 14, 2025, Sponsor will select the potential winners in a random drawing from among all Entries received. The odds of winning are based on the number of eligible Entries received. The potential winners will be notified via email on or about October 14, 2025. Potential winners will have twenty-four (24) hours to respond to the initial notification by providing additional contact information. Potential winners will be sent via email a Declaration of Eligibility and Release of Liability/Prize Acceptance Form and an IRS Form W-9 ("Prize Documents"), which must be executed and returned within five (5) days of issuance. If a potential winner does not return all Prize Documents within the specified period, or in the event that a potential winner is not in compliance with these Official Rules or is disqualified for any reason or does not wish to accept the prize, such potential winner will be disqualified, and Sponsor will award the applicable prize to an alternate winner. Only one (1) alternate winner will be selected for the Grand Prize and three (3) alternates will be selected for all other prizes, time permitting, after which such prize will remain un-awarded.

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

**5. Prizes:** There will be a total of one hundred and one (101) prizes available to be awarded. There is a limit of one (1) prize per household.

ONE (1) GRAND PRIZE: A trip for winner and one (1) guest to Los Angeles, California on November 7-9, 2025. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Los Angeles, CA; two (2) nights' accommodations at Hyatt Place Century Blvd (or similar hotel as determined by Sponsor in its sole discretion) (single room, double occupancy) including breakfast; two (2) tickets to the Tate McRae concert on November 8, 2025 in Inglewood, CA; \$1,000 spending money (fulfilled as a check in winner's name); and a Neutrogena® merchandise bundle for winner and guest, which will be delivered to winner upon hotel check in. Winner must travel on the dates determined by Sponsor in its sole discretion or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion and reserves the right to substitute hotel accommodations should the designated hotel become unavailable. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. Travel cannot be changed once booked. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Winner must have proper identification and a valid credit card for hotel check-in and to cover incidental expenditures. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure and any companion must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, travel companion must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Winner and travel companion who are over the age of 18 are solely responsible for having a REAL ID compliant driver's license/ state ID or U.S. passport for domestic air travel. Travel restrictions, conditions and limitations may apply. By traveling and attending event, winner and winner's guest voluntarily assume all risks related to exposure to COVID-19. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if any portion of the prize is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Concert tickets are subject to the terms set forth thereon, including, without limitation, any raincheck policies. Seat locations will be determined by Sponsor. If the concert is cancelled or postponed, the remainder of the prize package will still be awarded and Sponsor will have no further obligation to winner. Approximate Retail Value ("ARV"): \$4,121.76. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

FIFTY (50) FIRST PRIZES: One (1) Tate McRae sweater (size to be determined by Sponsor in its sole discretion). ARV: \$70.00.

FIFTY (50) SECOND PRIZES: One (1) Neutrogena® Tate McRae Kit consisting of one (1) Neutrogena® Hydroboost Cleanser 7.8oz and (1) Neutrogena® Hydroboost Gel 1.7oz. ARV: \$24.97.

Total ARV of all prizes available to be awarded: \$8,870.26. Prizes cannot be substituted, assigned, transferred or redeemed for cash. Sponsor reserves the right to substitute a prize (or portion thereof) of comparable or greater value, at its sole discretion.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied. Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prizes not specifically stated herein are the sole responsibility of the winners. All prize details are at Sponsor's sole discretion.

**6. Publicity Grant**: Each winner, by acceptance of prize, except where legally prohibited, grants permission for Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and prize information, for advertising, trade and promotional purposes, in any manner, in any and all media now known or hereafter discovered, worldwide in perpetuity, without further compensation or notification to, or permission from, winner.

**7. General Conditions:** This Sweepstakes is governed by the laws of the United States. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right at its sole discretion to disgualify any individual it finds to be attempting to tamper with or undermine the entry process, any platform, or the legitimate operation of the Sweepstakes; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Sweepstakes is not capable of running as planned. Sponsor may, in its sole discretion, void any suspect Entries and (a) cancel or terminate the Sweepstakes (or any portion thereof); (b) modify the Sweepstakes or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and (c) award the prizes at random from among the eligible, non-suspect Entries received up to the time of the impairment or as otherwise deemed fair and appropriate by Sponsor.

**8. Release and Limitations of Liability**: By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities, Walmart, Inc., and their respective officers, directors, employees, representatives, agents, successors, and assigns (the "Released Parties") are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or

by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) for lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical, typographical, mechanical, network, human or other error or problem which may occur in connection with the Sweepstakes, including but not limited to, errors or problems which may occur in connection with the administration of the Sweepstake, the processing of Entries, the announcement of the prizes, or in any Sweepstakes-related materials; or (5) for lost, late, incomplete, damaged, stolen, delayed, misdirected, garbled, inaccurate, or illegible Entries, email, or other communications of any kind.

BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE (INCLUDING ANY TRAVEL RELATED THERETO), ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM.

**9. Disputes.** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the federal or state courts in the State of New York; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

**10. Privacy**: Any information collected from entrants is subject to Sponsor's Privacy Policy, which can be found at <a href="https://www.kenvue.com/privacy-policy/us">https://www.kenvue.com/privacy-policy/us</a>. By submitting your information, you agree to the Neutrogena <a href="https://www.kenvue.com/privacy-policy/us">Financial Incentive Notice</a>. You understand that you are providing such information to Sponsor. By entering the Sweepstakes, an entrant grants Sponsor, and its affiliates the right to use the information provided by the entrant to contact the entrant by email to provide marketing communications from the Sponsor and their affiliates. The entrant may opt out of any future correspondence at any time by clicking the appropriate unsubscribe link in any email they receive from Sponsor.

**11. Winners List:** For a winners list, send a self-addressed, stamped envelope for receipt to: Kenvue Brands LLC, c/o Neutrogena Brand Attorney, 1 Kenvue Way, Summit NJ 07901, by no later than 30 days after the end of the Sweepstakes Period.

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# Sweepstakes Abbreviated Disclosure for Advertising [PLEASE DELETE THIS PAGE BEFORE POSTING THE OFFICIAL RULES TO THE PUBLIC. This page should not be posted with the full official rules; it is only intended for use for abbreviated references to internal/external advertising only. Also, note that the full official rules should be hyperlinked or provided via ULR to all advertisements.]

# **ABBREVIATED RULES for Print**

NO PURCHASE NECESSARY. For Official Rules, including non-purchase entry method, full prize details and odds disclosure, visit <u>www.NeutrogenaAllAccess.com</u>. OPEN TO LEGAL RESIDENTS OF THE 48 CONTIGUOUS UNITED STATES (INCLUDING D.C.), 18 OR OLDER. VOID IN AK & HI AND WHERE PROHIBITED. Ends 9/30/25.

# Abbreviated rules for online Ads - Banner

NO PURCHASE NECESSARY. Ends 9/30/25. See <u>Official Rules</u> for non-purchase entry and all terms.

# Abbreviated Rules for online Ads - Not a Banner (email, Instagram/FB posts, websites)

NO PURCHASE NECESSARY. 48 contiguous U.S./DC, 18+. Ends 9/30/25. Rules/Alt Entry@ www.NeutrogenaAllAccess.com. Void in AK & HI & where prohibited.