

## SCOTTIES NEW ENGLAND PATRIOTS SOFTER SIDE OF STRONG PROMOTION OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO PARTICIPATE OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF, AND CURRENTLY RESIDING WITHIN, MASSACHUSETTS, RHODE ISLAND, NEW HAMPSHIRE, MAINE, VERMONT, AND CONNECTICUT. VOID OUTSIDE MA, RI, NH, ME, VT, CT, AND WHEREVER PROHIBITED.**

**1. PROMOTION PERIOD:** The Scotties New England Patriots Softer Side of Strong Promotion ("Promotion") will begin on or about 9:00 a.m. Eastern Time ("ET") on September 13, 2018 and is scheduled to end at 11:59:59 p.m. ET on November 7, 2018 or, in the case of the In-Pack Instant Win Game portion of the Promotion, when game piece supply is exhausted, whichever occurs first ("Promotion Period").

**2. ELIGIBILITY:** Promotion is open to legal residents of Massachusetts, Rhode Island, New Hampshire, Maine, Vermont, and Connecticut who are eighteen (18) years of age or older at time of participation. Employees of Irving Consumer Products, Inc. ("Sponsor"), New England Patriots, LLC, Match Marketing Group, Promotion Activators Management, LLC ("Administrator"), their respective parent companies, affiliates, subsidiaries, distributors, agents, suppliers, and their advertising, promotion, and judging agencies, and any entity involved in the development, production, distribution of materials for and implementation of the Promotion (collectively "Promotion Parties"), and members of their immediate family (defined for these purposes as parents, children, siblings, step-parents, step-children, step-siblings, and their respective spouses) or persons living in the same household (whether related or not) of such employees are not eligible to play or win. Void outside MA, RI, NH, ME, VT, CT, and where prohibited.

### **3. THERE ARE TWO (2) WAYS TO PARTICIPATE:**

**METHOD #1: HOW TO PLAY THE IN-PACK INSTANT WIN GAME:** Purchase a 110-count box of Scotties Facial Tissues 2-ply with New England Patriots designs ("Eligible Product") during the Promotion Period from a retailer located in MA, RI, NH, ME, VT, or CT. Look beneath the perforated tear-off strip. If you find a game piece with an alpha-numeric code ("Game Code") printed thereon, go to [www.scottiesfacial.com/patriots](http://www.scottiesfacial.com/patriots) ("Website") and follow the onscreen instructions to register and input your Game Code and determine the prize that you have won (subject to verification). **If you do not find a game piece in your Eligible Product, or the message on the perforated tear-off strip indicates that you have lost, you are not a winner.** Your Game Code will entitle you to one (1) game play and may not be shared or transferred. If after submitting your Game Code, you receive an on-screen message that states "Congratulations! You have won", you are the potential winner of the prize described. An email will be sent with redemption instructions that the potential winner must follow to claim the prize. Game Code must be played by 11:59:59 p.m. ET on 11/7/18. By submitting a Game Code, you will automatically be entered in the Grand Prize Sweepstakes drawing (see below for details).

**POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. A "SCREEN SHOT" IS NOT PROOF OR EVIDENCE OF A WINNING GAME PLAY AND/OR PRIZE. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN SHOULD SO INDICATE, UNLESS AND UNTIL SAID ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAS BEEN VERIFIED AND SAID 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. NO PURCHASE NECESSARY:** You may obtain one (1) game piece without purchase by mailing a self-addressed stamped envelope (Vermont residents need not

affix return postage) with a note that contains the hand-written phrase "I want a free game piece!" to: Scotties/Patriots Game Piece Request, P.O. Box 6001, Morton Grove, IL 60053. Requests must be postmarked by 11/7/18 and received by 11/14/18 and will be honored while supplies last. Limit one (1) request per postmarked outer mailing envelope, one (1) game piece per request. No postage-metered requests, photocopies or mechanical reproductions or other forms of request will be accepted. If game piece received by mail request contains a prize-winning message, you are a winner of the prize described, subject to verification. Game pieces must be obtained legitimately. Sponsor is not responsible for lost, late, damaged, mutilated, stolen, illegible, incomplete, misdirected, or postage-due mail requests. All requests become the property of Sponsor and will not be returned.

**METHOD #2: HOW TO PLAY THE DAILY INSTANT WIN GAME:** Beginning 9:00:00 a.m. ET on September 13, 2018 through 11:59:59 p.m. ET on November 7, 2018, go to [www.scottiesfacial.com/patriots](http://www.scottiesfacial.com/patriots) and follow the on-screen instructions to register and play the Daily Instant Win Game. By playing the Daily Instant Win Game, you will automatically receive an entry into the Grand Prize Sweepstakes drawing (see below for details). If after playing the Daily Instant Win Game, you receive an on-screen message that states "Congratulations! You have won a \$100 New England Patriots Pro Shop Gift Card" or something similar, you are the potential winner of the prize described, subject to verification and compliance with these Official Rules. An email will be sent with redemption instructions that the potential winner must follow to claim the prize. If you receive a message that states: "Sorry. You are not a winner," or something similar, you are not a winner. **POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. A "SCREEN SHOT" IS NOT PROOF OR EVIDENCE OF A WINNING GAME PLAY AND/OR PRIZE. ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN SHOULD SO INDICATE, UNLESS AND UNTIL SAID ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAS BEEN VERIFIED AND SAID 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.** Limit one (1) Daily Instant Win Game play per person/email per day. A "day" is defined as commencing at 12:00:00 a.m. ET and ending at 11:59:59 p.m. ET except for the first day of the Promotion Period which begins at 9:00:00 a.m. ET. Entries/game plays received from any person or email address that exceed the stated limitation will be void.

**4. GRAND PRIZE SWEEPSTAKES DRAWING:** All eligible game plays received during the Promotion Period by both methods described above will be entered in the Grand Prize Sweepstakes drawing. One (1) Grand Prize winner will be randomly selected from among all eligible game plays by the Administrator on or about November 20, 2018.

**5. PRIZE VERIFICATION:** If, due to a printing, computer, or other error, the number of prize claims received exceeds the intended number of prizes (as stated herein), such prizes will be awarded in a random drawing from among all such prize claims received. In no event will Sponsor be liable for more than the number of prizes stated herein, nor will Sponsor be liable for any prize claims from those who do not meet the eligibility requirements set forth herein. Liability for game pieces containing printing or other errors is limited to replacement with another game piece, while supplies last. All prize claims become the property of the Sponsor and none will be returned. Non-winning submissions will not be acknowledged. Sponsor and its agencies are not responsible for lost, late, damaged, illegible, misdirected, incomplete or postage-due mail, requests or prize claims. All properly claimed prizes will be awarded. Any prizes that are not claimed in accordance with these Official Rules will not be awarded. Prize claims must be received by 11/7/18.

Claims that are not received by 11/7/18 are void. Timely and proper submissions of prize claims are the potential winners' sole responsibility.

**6. PRIZES AND ODDS: IN-PACK INSTANT WIN GAME PRIZES:** Sixteen (16) winners will each receive the following prize package: Two (2) tickets to a 2018 Patriots Home Game and one (1) \$100 New England Patriots Pro Shop Gift Card. Approximate retail value ("ARV"): \$458 each. Two Hundred Thirty-Four (234) winners will each receive one (1) \$100 New England Patriots Pro Shop Gift Card. ARV: \$100 each. Odds of finding a winning game piece in an Eligible Product is 1 in 2,770. The two hundred fifty (250) In-Pack Instant Win prizes described above will be randomly time-seeded throughout the Promotion Period. The In-Pack Instant Win Game prize the winner will receive depends on day and time the winner submits his/her Game Code (as recorded by the Web Site technology) and subject to verification.

**DAILY INSTANT WIN PRIZES:** Five (5) winners will be randomly determined each day for a total of two hundred eighty (280) winners total. Each prize winner will receive one (1) \$100 New England Patriots Pro Shop Gift Card. ARV: \$100 each. Daily Instant Win prizes are randomly time-seeded throughout the Promotion Period and awarded to the person who plays on or after the time the prize is randomly seeded. The odds of winning are based upon time of day that you play the Daily Instant Win Game during the Promotion Period (as recorded by the Web Site technology) and the number of plays received. Limit one (1) Daily Instant Win Prize per person or household for the entire Promotion.

**SWEEPSTAKES GRAND PRIZE:** One (1) Grand Prize winner will receive two (2) tickets to a 2019 New England Patriots home game (no travel included). In addition, the one (1) Grand Prize winner will receive a 3-day/2-night trip for two (2) (winner and one guest) to a 2019 New England Patriots away game (location and dates at Sponsor's sole discretion and to be determined), ground transfers to/from airport and hotel, \$1,500 cash awarded in the form of a check (intended to be used towards food, entertainment, ground transportation, etc.) a \$100 New England Patriots Pro Shop Gift Card, and a case of Scotties New England Patriots facial tissues. ARV: \$5,000. Actual value depends upon the destination selected and other fluctuations. Prize includes round trip economy airfare to destination selected by Sponsor from the major commercial airport nearest winner's residence selected by Sponsor in its sole discretion and two (2) nights' standard hotel accommodations (single room, double occupancy) at a hotel selected by Sponsor in its sole discretion. Grand Prize winner and guest must be available to take the trip on dates designated by Sponsor, at a time to be determined solely by the Sponsor during the New England Patriots 2019 regular season. Grand Prize winner and his/her guest must travel on same itinerary and possess all required travel documents. It is the responsibility of the Grand Prize winner and his/her guest to provide proper documentation (including government issued picture identification). Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Grand Prize winner and his/her guest are responsible for meals, gratuities, and all other expenses not specified herein. If guest is a minor, he/she must be the child/legal ward of the Grand Prize winner. If in the judgment of Sponsor air travel is not required due to Grand Prize winner's proximity to the Grand Prize destination, ground transportation will be substituted for round trip air travel at Sponsor's sole and absolute discretion. The difference in value will not be awarded to the Grand Prize winner. Promotion Parties shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any Grand Prize-related services or accommodations. Sponsor is not liable for any missed prize events, opportunities or expenses incurred resulting from flight cancellation/delay or ground transportation delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation, game, or other prize element except at the sole and absolute discretion of Sponsor. Additional

prize award details and travel information to be provided to the Grand Prize winner at the time of Grand Prize notification. Grand Prize winner and guest are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. The Grand Prize winner may be required to provide a credit card at the time of hotel check-in. Once a guest is selected by Grand Prize winner, he/she may not be substituted, except in Sponsor's sole and absolute discretion. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by Sponsor's transportation carrier(s) of choice. Lost, stolen or damaged airline tickets, travel vouchers or game tickets will not be replaced or exchanged. Transportation carrier and hotel regulations and conditions apply. In the event Grand Prize winner (and/or his or her guest) engage in behavior that (as determined by Sponsor or any prize provider in its or their sole and absolute discretion) is obnoxious, inappropriate, or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the Grand Prize trip or other applicable prize event early. The odds of winning the Grand Prize depend upon the number of eligible entries received. All Prizes: No substitution or transfer of prize permitted by winner. Unclaimed or forfeited prizes will not be awarded. Total ARV of all prizes: \$63,728. All taxes resulting from acceptance of a prize are the responsibility of winner. No substitution, transfer, or cash redemption of prize is permitted, except as expressly set forth herein by Sponsor, who reserves the right to substitute a prize (or portion thereof) of comparable or greater value (at its sole discretion) for any reason. Any expenses not specifically stated herein, including but not limited to state and local government surcharges, taxes (including federal, state, and local income taxes), other costs, and other expenses relating to Promotion and the use or acceptance of a prize are the sole responsibility of the winner. Sponsor and/or Administrator will not replace any lost, mutilated, or stolen prizes. All prize details not specified herein shall be determined by Sponsor in its sole discretion. Gift cards are subject to the terms and conditions imposed by issuer. Game tickets and seat locations are at Sponsor's sole discretion and subject to availability.

**7. WINNER NOTIFICATION/VERIFICATION:** The potential Grand Prize winner will be notified by overnight mail and will be required to execute and return an affidavit of eligibility and liability/publicity release (where permitted) within fourteen (14) days of notification (first attempted delivery). Guest of potential Grand Prize winner will also be required to execute Liability Release (including, where permitted, a Publicity Release) during this same time-period. If guest of Grand Prize winner is considered a minor in his/her state of residence, Grand Prize winner must be guest's parent or legal guardian. If any prize or prize notification is returned as undeliverable, Administrator is unable to contact a potential winner, or a potential winner is not in compliance with these Official Rules, prize will be forfeited and at Administrator's discretion, an alternate winner selected. Failure to comply may result in disqualification. If any prize/prize notification is returned as undeliverable, or in the event of non-compliance with any other requirements, the prize will be forfeited in its entirety.

**8. GENERAL:** By participating, entrants (a) agree to abide and be bound by these Official Rules and the decisions of Sponsor and Administrator, which are final and binding in all matters; (b) consent to the use by Sponsor and its designees of their names, cities and states of residence, and prize information for advertising, trade and promotional purposes in any and all media now or hereafter known throughout the world in perpetuity without additional compensation, notification or permission, unless prohibited by law; and (c) to release, discharge and hold harmless Promotion Parties, and their respective parents, affiliates, subsidiaries, retailers, distributors, suppliers, advertising and promotional agencies, and any other individuals engaged in any way in the development, production, printing, distribution or execution of this Promotion, and the respective directors, officers, agents and employees of the foregoing from any liability, claims, losses and damages of any kind, including death, to

persons or property, arising out of, or relating to, their participation in this Promotion, and the acceptance, use, misuse or possession of a prize, including as set out in the **Limitations of Liability section**. Entrants who have not complied with these Official Rules are subject to disqualification. Sponsor reserves the right, at its sole discretion, to disqualify any entrant from this Promotion or any other promotion conducted now or in the future by Sponsor or any of its affiliates if Sponsor suspects or finds entrant to be: (a) violating the Official Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Promotion or any of the Promotion's websites; (c) acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or (d) attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants, the Administrator, Sponsor or Sponsor's representatives. If Sponsor or Administrator suspects that an entrant has engaged in an unsportsmanlike or disruptive manner, the entrant will be contacted as soon as practicable. **ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE A PROMOTION WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW, AND TO BAN OR DISQUALIFY AN ENTRANT FROM THIS AND FUTURE SWEEPSTAKES.** All materials submitted become the property of Sponsor and will not be returned.

**9. LIMITATION OF LIABILITY:** Promotion Parties do not assume any responsibility and the entrant releases the Promotion Parties from any and all claims, actions, damages, demands and liabilities of whatever nature or kind arising out of, or in connection with the entrant's participation or attempted participation in the Promotion, including, without limitation, the administration of the Promotion, the selection and confirmation of winners, and the arranging, awarding and use of a prize. Without limiting the generality of the foregoing, the Promotion Parties are not responsible for (i) the incorrect or inaccurate capture of entry information; (ii) late, lost, stolen, contain false information, damaged, misdirected, garbled or incomplete entries, transmissions or transactions, those that are altered or otherwise irregular, have been submitted through illicit means or do not conform with or satisfy any or all of the conditions of the Official Rules; (iii) any loss, damage, or claims caused by, or in any way related to an awarded prize or the Promotion itself; (iv) failure of the Promotion's websites or any operations or transmission of information during the Promotion Period, including, without limitation, any problems, human or technical, errors, lost, delayed, garbled or corrupted data or transmissions, omissions, interruptions, deletions, defects or failures of any telephone or transmission lines, technical malfunctions of any computer online systems, servers, access providers, computer equipment, software, failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof including, without limitation, any injury or damage to an entrant's or any other person's computer related to or resulting from participating in or downloading any material connected to the Promotion, all of which may affect a person's ability to participate in the Promotion; (v) any errors, omissions, incorrect or inaccurate information in any Promotion-related materials, including, without limitation, printing or advertising errors or the failure of or problems with any equipment or programming associated with or used in the Promotion howsoever caused; (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise; (vii) any claims regarding the accepting, arranging, awarding or use of a prize; or (viii) electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind. Entry material/data that has been tampered with or altered is void. Sponsor reserves the right, at its sole discretion, to modify, terminate or suspend this Promotion (or portion

thereof), or to amend the Official Rules, at any time, in any way, and without prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason the Promotion is not capable of running as originally planned, including should any virus, worm, bug, technical failures, unauthorized human intervention or other causes corrupt or affect the administration, security, fairness or proper conduct of the Promotion, Sponsor reserves the right to terminate the Promotion. In the event of termination, Sponsor may conduct the random drawings from among all eligible, non-suspect Promotion entries received up to time of such action for this Promotion. In the event of any such termination or suspension, a notice may be posted at [www.scottiesfacial.com/patriots](http://www.scottiesfacial.com/patriots). Entrant agrees that: (1) any and all disputes, claims, 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 the United States District Court for the District of Massachusetts or the appropriate Massachusetts State Court located in Middlesex County, Massachusetts; (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 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 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** 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 Massachusetts without giving effect to any choice of law or conflict of law rules (whether of the State of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Massachusetts.

**10. BINDING ARBITRATION:** Any controversy or claim arising out of or relating to the Promotion shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Massachusetts law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. If the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S**

**INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT PARTICIPATE IN THIS PROMOTION IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES. BY PARTICIPATING IN THE PROMOTION, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.**

By participating in the Promotion, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, and the rights and obligations of the Sponsor in connection with the Promotion, will be governed by, and construed in accordance with, the laws of State of Massachusetts, United States of America, without giving effect to any choice of law or conflict of law rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 10 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Massachusetts in the County of Middlesex.

**11. WINNERS' LIST:** For a list of winners (available after November 27, 2018), send a self-addressed, stamped, business size (#10) envelope by January 27, 2019 to: Scotties New England Patriots Winners List Request, PO Box 6000, Morton Grove, IL 60053.

**12. SPONSOR:** Irving Consumer Products, Inc., 25 Burlington Mall Rd. 6th Floor Burlington, MA 01803.

**13. ADMINISTRATOR:** Promotion Activators Management, LLC, 5550 Touhy Ave., Suite 403, Skokie, IL 60077.

**14. CONSENT TO USE PERSONAL INFORMATION:** The Sponsor respects your right to privacy. By entering this Sweepstakes, you consent and agree to Sponsor's collection and use of your information to administer this Sweepstakes. If you consented on the entry form, Sponsor may also use your information to contact you regarding this Sweepstakes or to promote with marketing communications (for example, E-Mails containing coupons, product information or future promotional information). Your consent to Sponsor's use of your information for marketing purposes may be revoked at any time (without revoking your participation in the Sweepstakes or impairing your chances of winning) by clicking the 'Unsubscribe' link in the footer of the associated Scotties Facial email to opt out.

**15. RULES GOVERN.** In the event of any discrepancy or inconsistency between these Official Rules and disclosures or other statements contained in any Sweepstakes related materials, including, but not limited to, the Sweepstakes entry form, these Official Rules shall prevail, govern and control.

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