

## SCOTTIES NEW ENGLAND PATRIOTS SWEEPSTAKES

### 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. SWEEPSTAKES PERIOD:** The Scotties New England Patriots Sweepstakes (“Sweepstakes”) will begin on or about 9:00 a.m. Eastern Time (“ET”) on August 13, 2019 and is scheduled to end at 11:59:59 p.m. ET on November 4, 2019 (“Sweepstakes Period”). There will be five (5) Sweepstakes Drawings conducted during the Sweepstakes Period as detailed in Rule 4, below.

**2. ELIGIBILITY:** Sweepstakes 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 Sweepstakes (collectively “Released 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. HOW TO ENTER:** Beginning at 9:00:00 a.m. ET on August 13, 2019 through 11:59:59 p.m. ET on November 4, 2019, log on to [www.scottiesfacial.com](http://www.scottiesfacial.com) (“Website”) and follow the on-screen instructions to submit an entry. Limit one (1) entry per person/email address 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 Sweepstakes Period which begins at 9:00:00 a.m. ET. Entries received from any person or email address in excess of the stated limitation will be void. All entries must be received by 11:59:59 p.m. ET on November 4, 2019 to be eligible for a prize drawing. In the event of a dispute as to who submitted an entry, the name of the “authorized account holder” associated with the email address submitted at time of entry will be deemed to be the entrant and must comply with these Official Rules. The authorized account holder is defined as the natural person who is assigned to the email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address. Sponsor will not verify receipt of entries. Entries that are late, lost, stolen, undelivered, illegible, contain false information, damaged, misdirected, garbled or incomplete, altered or otherwise irregular, generated by script, macro or other automated or mechanical means, that have been submitted through illicit means or by any means which subvert the entry process or that do not conform with or satisfy any or all of the conditions set out in these Official Rules will be void. Multiple entrants are not permitted to share the same email address.

Any attempt by any entrant to obtain more than one (1) entry per day by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated program to enter will result in disqualification. The Website's database clock will be the official timekeeping device for the Sweepstakes.

**4. DRAWING SCHEDULE/ODDS OF WINNING:** To be eligible for a Sweepstakes Drawing, an eligible entry must be received by the end of that Sweepstakes Entry Period (see table below). Non-winning entries will be included in subsequent Sweepstakes Drawings (if any). Sweepstakes Drawings will be conducted by the Administrator, an independent judging agency, whose decisions shall be final in all matters relating to the Sweepstakes. For each of the first four (4) Sweepstakes Drawings, one (1) Grand Prize winner and twenty-five (25) First Prize winners will be selected at random from among all eligible entries received as of the conclusion of that Sweepstakes Entry Period. For the fifth and final Sweepstakes Drawing, four (4) Grand Prize winners and one hundred (100) First Prize winners will be selected at random from among all eligible entries received as of the conclusion of that Sweepstakes Entry Period. Odds of winning a Sweepstakes prize depend on the total number of eligible entries received as of the conclusion of each Sweepstakes Entry Period.

**Sweepstakes Entry Periods and Deadlines**

Sweepstakes Entry Period	Entries may be submitted from 9:00:00 a.m. ET on	Entries must be received by 11:59:59 p.m. ET on	Drawing on or about	Prizes
1	8/13/2019	8/27/2019	8/28/2019	1 Grand Prize and 25 First Prizes
2	8/13/2019	9/11/2019	9/12/2019	1 Grand Prize and 25 First Prizes
3	8/13/2019	9/29/2019	9/30/2019	1 Grand Prize and 25 First Prizes
4	8/13/2019	10/9/2019	10/10/2019	1 Grand Prize and 25 First Prizes
5	8/13/2019	11/4/2019	11/5/2019	4 Grand Prizes and 100 First Prizes

**5. PRIZES: Grand Prizes (8 total):** Each Grand Prize winner will receive a football autographed by Stephen Gostkowski, and two (2) tickets to a select 2019 New England Patriots home game and one (1) parking pass as follows:

Sweepstakes Entry Period #1 Grand Prize winner will receive two (2) tickets plus one (1) parking pass to the September 8, 2019 game against Pittsburgh.

Sweepstakes Entry Period #2 Grand Prize winner will receive two (2) tickets plus one (1) parking pass to the September 22, 2019 game against New York (AFC).

Sweepstakes Entry Period #3 Grand Prize winner will receive two (2) tickets plus one (1) parking pass to the October 10, 2019 game against New York (NFC).

Sweepstakes Entry Period #4 Grand Prize winner will receive two (2) tickets plus one (1) parking pass to the October 27, 2019 game against Cleveland.

Sweepstakes Entry Period #5 one (1) Grand Prize winner will receive two (2) tickets plus one (1) parking pass to the November 24, 2019 game against Dallas; one (1) Grand Prize winner will receive two (2) tickets plus one (1) parking pass to the December 8, 2019 game against Kansas City; one (1) Grand Prize winner will receive two (2) tickets plus one (1) parking pass to the December 22, 2019 game against Buffalo; and one (1) Grand Prize winner will receive two (2) tickets plus one (1) parking pass to the December 29, 2019 game against Miami. The game tickets awarded to Sweepstakes Entry Period #5 Grand Prize winners will be determined at random.

Approximate retail value ("ARV"): \$314.50 each.

**First Prizes (200 total):** Each First Prize winner will receive one (1) \$100 New England Patriots Pro Shop Gift Card. ARV: \$100 each. Gift Cards are subject to the terms and conditions imposed by issuer. All Prizes: Unclaimed or forfeited prizes will not be awarded. Total ARV of all prizes: \$22,516. 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 the Sweepstakes 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.

**6. WINNER NOTIFICATION/VERIFICATION:** Potential Grand Prize winners will be notified by email and/or phone at the email address/phone number provided at time of entry and may, at Sponsor's discretion, be required to confirm their name, complete mailing address, phone number, and date of birth within seventy-two (72) hours from the date the notification email is sent or the notification phone call is attempted. Failure to reply with this information may result in disqualification and the random selection of an alternate winner, at Sponsor's sole discretion. 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. Sponsor is not responsible for changes of email address, phone number, or other communication problems. First Prize winners will be issued their prize to the mailing address provided at time of entry within approximate 2-4 weeks of applicable Sweepstakes Drawing. **Grand Prize winners' game tickets will either mailed to Grand Prize winner to the mailing address provided at time of entry or will available for pick-up at the New England Patriots Will Call located at the Gillette Stadium Ticket Office, at Sponsor's sole discretion. If tickets are placed at Will Call, Will Call is open four (4) hours prior to the game. Tickets placed at Will Call will only be released to the Grand Prize winner who must present photo identification.**

**7. 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 Released 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 Sweepstakes, 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 Sweepstakes, 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 Sweepstakes 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 Sweepstakes or the Website; (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 Sweepstakes 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 THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES 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.

**8. LIMITATION OF LIABILITY:** Released Parties do not assume any responsibility and the entrant releases the Released 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 Sweepstakes, including, without limitation, the administration of the Sweepstakes, the selection and confirmation of winners, and the arranging, awarding and use of a prize. Without limiting the generality of the foregoing, the Released 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 Sweepstakes itself; (iv) failure of the Website or any operations or transmission of information during the Sweepstakes 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 Sweepstakes, all of which may affect a person's ability to participate in the Sweepstakes; (v) any errors, omissions, incorrect or inaccurate information in any Sweepstakes-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 Sweepstakes 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 Sweepstakes (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 Sweepstakes 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 Sweepstakes, Sponsor reserves the right to terminate the Sweepstakes. In the event of termination, Sponsor may conduct the random drawings from among all eligible, non-suspect Sweepstakes entries received up to time of such action for this Sweepstakes. In the event of any such termination or suspension, a notice may be posted at [www.scottiesfacial.com](http://www.scottiesfacial.com). Entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes 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 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 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 Sweepstakes, 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.

**9. BINDING ARBITRATION:** Any controversy or claim arising out of or relating to the Sweepstakes 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 SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES. BY PARTICIPATING IN THE SWEEPSTAKES, 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 SWEEPSTAKES, 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 Sweepstakes, 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 Sweepstakes, 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 9 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.

**10. WINNERS' LIST:** For a list of winners (available after November 5, 2019), send a self-addressed, stamped, business size (#10) envelope by January 5, 2020 to: Scotties New England Patriots Winners List Request, PO Box 6000, Morton Grove, IL 60053.

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

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

**13. 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. To review Sponsor's Privacy Policy, go to <https://www.scottiesfacial.com/privacy-policy>.

**14. 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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#### **ABBREVIATED RULES**

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