

**EltaMD® “#FaceUpToSkinCancer Sweepstakes” 2019
Official Rules**

NO PURCHASE REQUIRED TO ENTER OR RECEIVE A PRIZE. A PURCHASE DOES NOT IMPROVE YOUR CHANCE OF WINNING.

These Official Rules apply for the “#FaceUpToSkinCancer Sweepstakes” (“Sweepstakes”) conducted by **EltaMD, Inc., 12100 Ford Rd Suite 295 Farmers Branch, TX 75234** (“Sponsor”) and promoted at <http://eltamd.com/faceuptoskincancer> (“Website”). The Sweepstakes will start at 12:00:01 AM Central Time (“CT”) on April 1, 2019 and will end at 11:59:59 PM CT on May 31, 2019 (“Sweepstakes Period”). The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion. By entering this Sweepstakes, you agree to the Terms in these Official Rules.

SWEEPSTAKES ENTRANTS AND PRIZE RECIPIENTS MUST BE BOTH (A) LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES OR THE DISTRICT OF COLUMBIA OR PUERTO RICO AND (B) 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY TO BE ELIGIBLE. VOID OUTSIDE THE UNITED STATES, DISTRICT OF COLUMBIA AND WHERE PROHIBITED BY LAW. SWEEPSTAKES SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. Officers, directors and employees of Sponsor, EltaMD, Inc. and its respective parent companies, subsidiaries, affiliates, divisions, advertising and promotion, fulfillment and/or judging agencies (all such individuals and entities collectively referred to herein as, the “Related Entities”), are not eligible to enter the Sweepstakes or win a prize. By participating in this Sweepstakes, each entrant waives, discharges and releases Sponsor and its officers, directors, partners, members and agents from any and all liability associated with this Sweepstakes.

HOW TO ENTER: To enter, visit <http://eltamd.com/faceuptoskincancer> (the “Website”) during the Promotion Period. Enter the Sweepstakes by sharing a personal story and completely entering your true and correct information on the registration form in the required fields (required fields include: Full Name, Zip Code, and Email Address). Your personal story must be no more than three hundred (300) words. Upon registering, you will receive one (1) entry into the Sweepstakes (“Sweepstakes Entry”). **Limit of one (1) Sweepstakes Entry per person, per email address throughout the Promotion Period.**

SWEEPSTAKES DRAWING/ODDS: On or about June 3, 2019, the Administrator will conduct a random drawing from all eligible Entries received within the Promotion Period and select Thirty-One (31) Prize winners. Odds of winning a Promotion prize depend on the number of eligible Entries received.

PRIZES AND THEIR APPROXIMATE RETAIL VALUE (“ARV”): PRIZE (31): Thirty-One prize winners will be selected. Each Prize Winner will receive an EltaMD product bundle and a branded EltaMD beach bag. Approximate Retail Value (“ARV”) of each Prize: \$220.00. **The exact products of the Prize will be determined by Sponsor at time of Awarding. Total ARV of all prizes: \$6,820**

GENERAL: Prize Winners will not receive the difference between actual retail value of a prize and the approximate retail value of the prizes stated herein. Prizes are non-transferable and no substitutions will be made except as provided herein at the Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize (or a component thereof) for one of equal or greater value if a designated prize should become unavailable for any reason. Prizes are subject to the Sweepstakes and all applicable federal and state laws. **Taxes on the Prizes are sole responsibility of the Winners. Sponsor will not pay for or offset any tax liability on any prize.** Eligibility, age and claims made by any winner are subject to verification. Potential Prize Winners will be notified by e-mail and/or U.S. Mail on or about June 10, 2019 with an affidavit of eligibility and a liability and (where imposing such condition is legal) a publicity release, which potential Prize Winner must return to Sweepstakes Administrator within five (5) business days of notification. Sponsor is not obligated to leave voice mail, answering machine or other message. If the potential Prize Winner notification is returned as undeliverable, the potential Prize Winner is ineligible, or the potential Prize Winner declines the prize, the potential Prize Winner will be disqualified and an alternate winner may be selected in a random drawing from among all remaining eligible Entries received. Sponsor is not responsible for fraudulent calls or e-mails made to entrants not by the Sponsor. One winner per household/email address allowed during Promotion Period.

INTERNET: If for any reason this Sweepstakes is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor or the Related Entities which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the Entry process, to cancel, terminate, modify or suspend the Sweepstakes. Neither the Sponsor nor any Related Entity assumes any 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. Neither the Sponsor nor any Related Entity is responsible for any problems or technical malfunctions of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or Entry to be received by the Sponsor or any Related Entity due to technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Neither sponsor nor any related entity is responsible for incompatibility of entrant's hardware, software or browser technology with sponsor's or such related entity's hardware, software or browser technology. Caution: any attempt to deliberately damage any web site or undermine the legitimate operation of the sweepstakes is a violation of criminal and civil laws and should such an attempt be made, the sponsor or affected related entity reserves the right to seek damages or other remedies from any such person(s) responsible for the attempt to the fullest extent permitted by law. In the event of a dispute as to the identity or eligibility of a Winner based on an e-mail address, the winning Entry will be declared made by the "Authorized Account Holder" of the e-mail address at time of Entry. An "Authorized Account Holder" is defined as the natural person 18 years of age or older who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization (e.g., business, education institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential Winner to provide Sponsor with proof that such party is the authorized account holder of the e-mail account associated with the Entry.

GENERAL: By entering this Sweepstakes, entrants and Winners: (1) agree to be bound by these Official Rules; (2) agree to release Sponsor and the Related Entities from any and all liability for any loss, harm, damages, costs or expenses, including without limitation property damages, personal injury and/or death, due in whole or in part, directly or indirectly, to participation in this Sweepstakes or any Sweepstakes-related activity, or the acceptance, possession, use or misuse of any prize and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery; and (3) consent to the use of his/her name, voice, picture, likeness and/or personal story for advertising and Sweepstakes purposes (where permitted) in any medium throughout the world, whether now known or hereafter devised, in perpetuity without additional compensation unless prohibited by law, and (4) acknowledge that Sponsor and the Related Entities have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition, or fitness for a particular purpose. Sponsor, at its sole discretion may discontinue this Sweepstakes at any time. Sponsor, at its sole discretion may terminate the Sweepstakes or decide to modify the Sweepstakes in any manner that it deems fair and equitable to participants if it becomes aware of any occurrence that would materially affect the Sweepstakes' security and fairness. Sponsor, at its sole discretion, may prohibit individuals from participating in the Sweepstakes and disqualify entries if they (1) attempt to enter the Sweepstakes through any means other than as described in these Official Rules, (2) attempt to disrupt the Sweepstakes or circumvent the terms and conditions of these Official Rules in any way or (3) repeatedly show a disregard for the Sweepstakes' Official Rules or act (a) in an unsportsmanlike manner, or (b) with an intent to annoy, abuse, threaten or harass any other entrant or Sponsor. Sponsor's decisions with respect to the Sweepstakes are final.

LIABILITY & RELEASE: By participating in this Sweepstakes, entrants agree to release and hold harmless Sponsor and the Related Entities from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize hereunder, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of Entries or Claims; or (e) injury or death to a person(s) or damage to property which may be result, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or entrants' receipt, acceptance, use and/or enjoyment of any prize. In no event shall Sponsor or the Related Entities be liable for attorney's fees. Each Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Sponsor and the Related Entities reserve the right to correct typographic, clerical or printing errors in any Sweepstakes materials. Sponsor and the Related Entities are not responsible for any typographical or other error in the printing of this Sweepstakes, the administration of the Sweepstakes or in the announcement of any Winner, including such error as may give an erroneous indication that a prize has been won. In the event the Sponsor or the Related Entities are prevented from continuing with this Sweepstakes, or the integrity and/or feasibility of the Sweepstakes is undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute, or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, or local government law, order of regulation, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's or the Related Entities' control (each a "Force Majeure" event) the Sponsor and the Related Entities shall have the right, in their sole discretion, to abbreviate, modify, suspend, cancel or terminate the Sweepstakes without notice or further obligation. If the Sponsor or the Related Entities, in their discretion, elect to abbreviate, cancel or terminate the Sweepstakes as a result of a Force Majeure event, the Sponsor and the Related Entities reserve the right, but shall have no obligation, to award a Grand Prize from among all valid and eligible entries received up to the time of such Force Majeure event.

CHOICE OF LAW AND JURISDICTION: Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the state of Texas without giving effect to any choice of law or conflict of law rules or provisions (whether of the state of Texas or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the state of Texas. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the state of Texas. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience

USE OF INFORMATION: The information that you provide in connection with the Sweepstakes may be used for Sponsor's internal purposes and to send you information about Sponsor's products and special Sweepstakes but will not be provided to other third parties, except as necessary for the administration of the Sweepstakes or as required by law or legal process. Entry constitutes permission to post Winner's name on Sponsor's website and social media sites and to use Winner's name, hometown and/or likeness for purposes of advertising and Sweepstakes without further compensation unless prohibited by law. If you do not wish to receive information from Sponsor in the future, please make sure to uncheck the appropriate box on the Official Entry Form. For additional information about Sponsor's Privacy Policy go to: <http://eltamd.com/eltamd-privacy-policy>.

WINNERS LIST: To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by June 15, 2019 to: EltaMD® "#FaceUpToSKinCancer Sweepstakes" 2019 Winners List Request, c/o Realtime Media, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428. **Full winner's list will be listed on eltamd.com/faceuptoskincancer after June 10, 2019.**

SWEEPSTAKES ADMINISTRATOR: Realtime Media LLC, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428

NATURE OF SPONSOR'S BUSINESS: EltaMD, Inc., 12100 Ford Road, Suite 295 Farmers Branch, Texas 75234

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