

Obagi Clinical Social Media Contest Rules and Regulations

OFFICIAL RULES FOR THE 2019 OBAGI CLINICAL LAUNCH CONTEST

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT

INCREASE THE CHANCES OF WINNING.

1. Eligibility: This 2019 Obagi Clinical Launch Contest (the “Contest”) is open only to eligible individuals who are 18 years of age or older as of the date of entry. This Contest is only open to legal residents of, and those physically located in, the United States at the time of entry, and is void where prohibited by law. Directors, officers, and employees of Obagi Cosmeceuticals LLC (“Sponsor”), and their respective affiliates, subsidiaries, advertising and promotion agencies, and suppliers and immediate family members and/or those living in the same household of each, are not eligible to participate in this Contest. Healthcare professionals (eg, dermatologists, physician assistants, nurse practitioners), those in all other specialties and their staffs, and the families of each (ie, parents, children, siblings, and spouses, and those with whom they live) are also not eligible to participate in this Contest. This Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Official Rules: By participating in this Contest, a contestant (“You”) agree to be fully and unconditionally bound by these Official Rules, and You represent and warrant that You meet the eligibility requirements in these Official Rules. In addition, You agree to accept the decisions of the Sponsor are final and binding as it relates to the content and operation of this Contest.

3. Contest Period: Entries will be accepted online starting on Monday, January 21, 2019, 12:01 AM, Pacific Standard Time (“PST”) and ending Sunday, January 27, 2019, 11:59 PM, PST. All online entries must be received by Sunday, January 27, 2019, 11:59 PM, PST (the “Contest Period”).

4. How to Enter: To enter this Contest, during this Contest Period, You must comment on either the Facebook or Instagram Contest post with the following: tag two friends and comment which Obagi Clinical product you are most excited to try. Additionally, each person tagged must also be following Obagi Clinical on Facebook and/or Instagram.

The entry must fulfill all Contest requirements, as specified, to be eligible to win. Entries that are incomplete or do not adhere to these Official Rules may be disqualified at the sole discretion of the Sponsor. You may enter this Contest only once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of the Sponsor.

5. Prizes: The winner of this Contest (“Winner”) will receive a prize of \$1,500 worth of Obagi Clinical™ products. The specifics of the prize shall be solely determined by the Sponsor.

No cash or other prize substitution shall be permitted except at the Sponsor’s discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for the Sponsor to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless

prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received and Winner will be selected at random, using a third-party randomization application.

7. Winner Selection and Notification: Winner will be selected by the Sponsor. Winner will be notified by email or phone within two (2) calendar days following selection of Winner. The Sponsor shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within two (2) calendar days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Contest is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT THE SPONSOR'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THIS CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering this Contest, You understand and agree that the Sponsor, anyone acting on behalf of the Sponsor, and the Sponsor's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the world, without limitation, your entry, name, statements about this

Contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent.

9. Terms & Conditions: The Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend this Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond the Sponsor's control corrupt or affect the administration, security, fairness, or proper conduct of this Contest. In such case, the Sponsor may select Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. The Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of this Contest or website or violates these Terms & Conditions. The Sponsor has the right, in its sole discretion, to maintain the integrity of this Contest, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Contest rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by You to deliberately damage any website or undermine the legitimate operation of this Contest may be a violation of criminal and civil laws. Should such attempt be made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless the Sponsor and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by

negligence or not, from: (i) your participation in this Contest and/or your acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or this Contest; or (v) electronic or human error in the administration of this Contest or the processing of entries.

11. Disputes: THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES

OF AMERICA AND CALIFORNIA, WITHOUT RESPECT TO CONFLICT OF LAW

DOCTRINES. As a condition of participating in this Contest, You agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in California having jurisdiction. Further, in any such dispute, under no circumstances shall You be permitted to obtain awards for, and You hereby waive all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than your actual out-of-pocket expenses (i.e. costs associated with entering this Contest). You further waive all rights to have damages multiplied or increased.

12. Sponsor: The Sponsor of this Contest is Obagi Cosmeceuticals LLC, 3760 Kilroy Airport Way, Suite 500, Long Beach, CA 90806, United States of America.

13. Facebook/ Instagram: This Contest hosted by Obagi Cosmeceuticals LLC is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram.