

**THE NEOCUTIS® BEAUTY BOUQUET GIVEAWAY
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

PROMOTION PERIOD AND STRUCTURE OF PROMOTION: The NEOCUTIS® Beauty Bouquet Giveaway consists of twelve (12) separate sweepstakes (individually and plurally, the “Promotion” or “Sweepstakes”), each with separate start and end dates (“Entry Periods”), pools of entrants, drawing schedules, and winners set forth in Table 1 below.

Table 1:

Sweepstakes Number	“Entry Period”	Approximate Date of Winner Selection	Number of Winners	Grand Prize Description
1	12:00 a.m. ET on 12/04/2014 to 11:59 p.m. ET on 01/03/2015	01/17/2015	1	One (1) NEOCUTIS® Beauty Bouquet Giveaway prize. Approximate Retail Value (“ARV”) = Between \$250.00 and \$1,500.00.
2	12:00 a.m. ET on 01/04/2015 to 11:59 p.m. ET on 02/03/2015	02/17/2015	1	One (1) NEOCUTIS® Beauty Bouquet Giveaway prize. ARV = Between \$250.00 and \$1,250.00.
3	12:00 a.m. ET on 02/04/2015 to 11:59 p.m. ET on 03/03/2015	03/17/2015	1	One (1) NEOCUTIS® Beauty Bouquet Giveaway prize. ARV = Between \$250.00 and \$1,250.00.
4	12:00 a.m. ET on 03/04/2015 to 11:59 p.m. ET on 04/03/2015	04/17/2015	1	One (1) NEOCUTIS® Beauty Bouquet Giveaway prize. ARV = Between \$250.00 and \$1,250.00.
5	12:00 a.m. ET on 04/04/2015 to 11:59 p.m. ET on 05/03/2015	05/17/2015	1	One (1) NEOCUTIS® Beauty Bouquet Giveaway prize. ARV = Between \$250.00 and \$1,250.00.
6	12:00 a.m. ET on 05/04/2015 to 11:59 p.m. ET on 06/03/2015	06/17/2015	1	One (1) NEOCUTIS® Beauty Bouquet Giveaway prize. ARV = Between \$250.00 and \$1,250.00.
7	12:00 a.m. ET on 06/04/2015 to 11:59 p.m. ET on 07/03/2015	07/17/2015	1	One (1) NEOCUTIS® Beauty Bouquet Giveaway prize. ARV = Between \$250.00 and \$1,250.00.
8	12:00 a.m. ET on 07/04/2015 to 11:59 p.m. ET on 08/03/2015	08/17/2015	1	One (1) NEOCUTIS® Beauty Bouquet Giveaway prize. ARV = Between \$250.00 and \$1,250.00.
9	12:00 a.m. ET on 08/04/2015 to 11:59 p.m. ET on 09/03/2015	09/17/2015	1	One (1) NEOCUTIS® Beauty Bouquet Giveaway prize. ARV = Between \$250.00 and \$1,250.00.

Sweepstakes Number	“Entry Period”	Approximate Date of Winner Selection	Number of Winners	Grand Prize Description
10	12:00 a.m. ET on 09/04/2015 to 11:59 p.m. ET on 10/03/2015	10/17/2015	1	One (1) NEOCUTIS® Beauty Bouquet Giveaway prize. ARV = Between \$250.00 and \$1,250.00.
11	12:00 a.m. ET on 10/04/2015 to 11:59 p.m. ET on 11/03/2015	11/17/2015	1	One (1) NEOCUTIS® Beauty Bouquet Giveaway prize. ARV = Between \$250.00 and \$1,250.00.
12	12:00 a.m. ET on 11/04/2015 to 11:59 p.m. ET on 12/03/2015	12/17/2015	1	One (1) NEOCUTIS® Beauty Bouquet Giveaway prize. ARV = Between \$250.00 and \$1,250.00.

ELIGIBILITY: The Promotion is open to legal residents of the 50 United States, including the District of Columbia, who are at least 18 or the age of majority in their jurisdiction of residence (whichever is greater) at the time of entry. Void outside the 50 United States (incl. DC) and where prohibited by law. Employees, officers, and directors of Merz North America, Inc. (the “Sponsor”) and its parents, subsidiaries, affiliates, representatives, consultants, contractors, legal counsel, advertising, public relations, fulfillment, marketing, and promotion agencies, website providers, web masters (collectively, the “Promotion Entities”) and their immediate family members (spouses, parents, siblings, and children, regardless of where they live), and/or those living in the same household are not eligible to enter or win. Promotion is subject to all applicable federal, state and local laws and regulations. Sponsor reserves the right to verify the eligibility of winners. All entrants are subject to all notices posted online including, but not limited to, the Sponsor’s Privacy Policy, which can be found at <http://www.merzusa.com/privacy-policy/>. This Promotion is in no way sponsored, administered, endorsed by or associated with, Facebook, Inc.

ENTRY: NO PURCHASE NECESSARY. To enter the Promotion, you must be a current subscriber of the “Revive in Five” Newsletter (the “Newsletter”). If you are a current subscriber and you wish to enter the Promotion, then, during the applicable Entry Period for each Sweepstakes, access the registration form via the link provided to you in the Newsletter; follow all instructions to complete the registration form in its entirety (including, without limitation, providing your name, email address, and zip code); and submit the form. If you are not a current subscriber of the Newsletter and you wish to enter the Promotion, you must either (a) go to <http://info.radiesse.com/reviveinfive/sign-up/> (“Sign Up Page”), fill out all information to sign up for the Newsletter, and check the box to indicate your interest in entering the current Sweepstakes or (b) click on the link provided to you in an email from the Sponsor that references the Promotion, fill out all information to sign up for the Newsletter, and check the box to indicate your interest in entering the current Sweepstakes. By filling out the registration form in its entirety and submitting it to the Sponsor consistent with the above instructions you will receive one (1) entry into the NEOCUTIS® Beauty Bouquet Giveaway.

Limit: One (1) entry per person/email address per Sweepstakes. Entries do **not** roll over to additional or subsequent Sweepstakes, if any. Any additional entries and/or plays received during the applicable Entry Period for a Sweepstakes will be void and ineligible. In the event that an entrant submits more than one entry on any given day, only the first entry received from a

particular participant/email address on that day will be eligible; any subsequent entries will be disqualified. For the purposes of this Promotion, a “day” is defined as the twenty-four (24) hour time period commencing at 12:01 AM ET, and ending at 11:59 PM ET. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply. You must provide all required information to be eligible to enter and win. Proof of submission is not proof of receipt.

All entries become the property of the Sponsor and will not be acknowledged or returned. The Sponsor’s clock will be the official timekeeper for the Promotion. Incomplete, illegible, corrupted, or untimely entries will not be accepted and are void. Participants must have a valid email address and must be a current Newsletter subscriber to enter and/or win. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of entries and/or plays by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant’s entries/plays and that participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the participant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder or forfeit the prize. Entries specifying a non-working, or inactive email address will be disqualified and ineligible to win.

By participating in this Promotion, participants agree to be bound by these Official Rules and decisions of Sponsor, including their respective agents and representatives, which are final and binding on all matters relating to this Promotion.

PRIZES/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS:

Grand Prize: One (1) Grand Prize winner will be selected in connection with each Sweepstakes, and each winner will receive one (1) NEOCUTIS® Beauty Bouquet Giveaway prize, which will consist of skin-care products from NEOCUTIS, including, but not limited to, one (1) NEO CLEANSE® Exfoliating Skin Cleanser, one (1) LUMIÈRE® Bio-Restorative Eye Cream, one (1) JOURNÉE® Bio-Restorative Day Cream Broad-Spectrum Sunscreen SPF 30, one (1) BIO CREAM® Bio-Restorative Skin Cream, one (1) BIO BODY® Bio-Restorative Cream, and one (1) BIO SERUM Bio-Restorative Serum Intensive Spot Treatment. **Total ARV of prizes available to be won is between \$250 and \$1,500 per month.** Odds of winning will depend on the total number of eligible entries received during the Entry Period for the applicable Sweepstakes. **Limit: one (1) Grand Prize per person/household per Sweepstakes.**

GRAND PRIZE RANDOM DRAWING & NOTIFICATION: On or about the date listed in Table 1 above, the Sponsor will select one (1) potential Grand Prize winner in a random drawing from among all eligible entries received during the applicable Entry Period. The potential Grand Prize winner for each Sweepstakes will be notified by email about four (4) weeks after the drawing takes place using the email address provided at the time of entry. Where permitted by law, and at the sole discretion of the Sponsor, Grand Prize winners may be required to execute an affidavit of eligibility, a liability release and a publicity release prior to receiving their prize. If a potential Grand Prize winner cannot be contacted in person via email after the first attempt to contact him/her, or if

he/she fails to sign and return the affidavit of eligibility, a liability release and a publicity release within the required time period (if applicable), or in the event that a potential Grand Prize winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate Grand Prize winner selected by a random drawing from among all remaining eligible entries for the applicable Sweepstakes. Only three (3) alternate drawings will be held per month, after which any remaining prizes will remain un-awarded.

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

PRIZE CONDITIONS: Limit one (1) Grand Prize per person/household per Sweepstakes. Prizes are not redeemable for cash. All prizes are non-assignable and non-transferable. No substitution is permitted except the Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. Sponsor will not replace any lost or stolen prizes or components of a prize(s). Only the number of prizes stated in these Official Rules is available to be won in the Promotion. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, winners will be determined in a random drawing from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

Winners are responsible for all federal, state, local and income taxes and any fees and expenses related to acceptance and use of a prize not specifically stated herein. Prizes are awarded "as is" with no warranty or guarantee, either express or implied, by Sponsor. Winners acknowledge that the Promotion Entities do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of any prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any).

GENERAL: This Promotion is governed by the laws of the United States. Participants agree to these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Promotion. Failure to comply with these Official Rules may result in disqualification from the Promotion. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Promotion or in the announcement of the prize. Registration forms, materials, and data relating to this Promotion that have been tampered with or altered, or mass entries/plays or entries/plays generated by a script, macro or use of automated devices are void. The Sponsor is not responsible for: (i) lost, late, misdirected, damaged or illegible entries/plays; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive registration information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof; or (iii) any injury or damage to participant's or any other person's computer related to or resulting from participating in the Promotion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor reserves the right to

permanently disqualify from any Promotion it sponsors any person it believes has intentionally violated these Official Rules, attempted to tamper with or undermine the registration process, Promotion Site, and/or the legitimate operation of this Promotion, or has acted in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Promotion is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries/plays and (a) cancel or terminate the Promotion (or any portion thereof); (b) modify the Promotion or suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; and/or (c) award the prizes at random from among the eligible, non-suspect entries/plays received up to the time of the impairment. Sponsor is not responsible for incompatibility of participant's hardware, software or browser technology with Sponsor's hardware, software or browser technology.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A PARTICIPANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE ANY WEBSITE ASSOCIATED WITH THIS PROMOTION OR TO INTERFERE WITH OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

DISPUTES: Except where prohibited, participant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the state of North Carolina. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the state of North Carolina without giving effect to any choice of law or conflict of law rules (whether of the State of North Carolina or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of North Carolina. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

PUBLICITY; LIMITATIONS OF LIABILITY AND RELEASES: BY PARTICIPATING IN THIS PROMOTION, PARTICIPANT AGREES THAT SPONSOR, FACEBOOK, INC., AND THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND

SHALL BE HELD HARMLESS BY PARTICIPANTS 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, ENTRY, PLAY, OR PARTICIPATION IN THIS PROMOTION OR IN ANY PROMOTION-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 CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS PROMOTION, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS PROMOTION OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE PROMOTION CONSTITUTES WINNERS' GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), AND THE RELEASED PARTIES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING, BUT NOT LIMITED TO, THE WORLDWIDE WEB, AT ANY TIME OR TIMES, THE WINNER'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING, BUT NOT LIMITED TO, HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE WEBSITE AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, EXCEPT THAT EACH MERCHANDISE PRIZE SHALL BE SUBJECT TO ITS MANUFACTURER'S STANDARD WARRANTY (IF ANY). SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

PRIVACY: Personal information collected from participants is subject to the Sponsor's Privacy Policy, which can be found at <http://www.merzusa.com/privacy-policy/>. The Sponsor and Sponsor's agents, affiliates, subsidiaries, representatives, or service providers may use entrants' personal information submitted with entry for purposes of prize fulfillment, and they may also send information, samples or special offers it believes may be of interest to entrant, including other information or goods offered by its marketing partners.

OFFICIAL RULES REQUEST: To access a copy of the Official Rules, see <http://info.radiesse.com/reviveinfive/sign-up/>.

WINNER CONFIRMATION: For a written confirmation of the winners (available after January 31, 2015 send a stamped, self-addressed envelope to: **The NEOCUTIS Beauty Bouquet Giveaway Promotion Winner Confirmation Request**, 4215 Tudor Lane, Greensboro, NC 27410.

SPONSOR: Merz North America, Inc., 4215 Tudor Lane, Greensboro, NC 27410.

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