CLEARASIL #WINTHEDAY CAMPAIGN Official Rules

NO PURCHASE NECESSARY TO PARTICIPATE

The Clearasil #WinTheDay Campaign (the "Campaign") starts on January 6, 2014 at 12:00PM ET and ends on March 15, 2014 at 11:59PM ET ("Entry Period").

ELIGIBILITY: Participation is open to legal residents of the fifty (50) United States and the District of Columbia, who are 18 years of age or older at the time of entry and have a publicly viewable Twitter account for the duration of the Entry Period. The Campaign is subject to all applicable federal, state and local laws and is void where prohibited by law.

HOW TO ENTER:

You ("Complimentor") can submit entries by (i) tweeting a compliment to another Twitter user ("Complimentee") through the Twitter application or on the Twitter website at www.twitter.com (an "Entry" or "Compliment") and (ii) tagging the Compliment with the hashtag #WinTheDay. Refinery 29, Inc. ("Sponsor," "we" or "us") will then select some of our favorite Compliments for inclusion in a four-part video series ("Video Series") in which models and/or influencers will read the Compliments and mention selected Complimentors and Complimentees by their Twitter handles. Compliments must be publicly viewable to be judged and selected for the Video Series.

Entries must be received between January 6, 2014 at 12:00PM ET and March 15, 2014 at 11:59PM ET. You may submit as many eligible Entries as you would like during the Entry Period. Entries will not be acknowledged.

By submitting an Entry, you acknowledge and agree that use of Twitter is subject to Twitter's Terms of Service at https://twitter.com/tos and any other relevant rules, polices or regulations. Entrants are subject to all notices posted online or through the Twitter application, including but not limited to Sponsor's Privacy Policy.

REQUIREMENTS OF ENTRIES:

Entries may <u>not</u> contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submitted Entries;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress owned by others, without permission; contains any personal identification, such as personal names, e-mail addresses or street addresses;

- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or
- violates any law, rule or regulation.

Entries must be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render the Entry null and void. By submitting an Entry, you warrant and represent that you and any persons appearing or who are identifiable in the Entry consent to the submission and use of the Entry in the Campaign and to its use as otherwise set forth herein.

By submitting an Entry, you hereby grant permission for the Entry to be posted on http://www.twitter.com/ or other websites, applications, or social media platforms (including those of Sponsor and Reckitt Benckiser Group plc ("Clearasil")). You agree that Sponsor, Clearasil and Twitter, Inc., and each of their respective parents, affiliates, subsidiaries, licensees and advertising and promotion agencies, and the officers, directors, shareholders, employees, agents, representatives, and assigns of each of the foregoing, and all entities associated with them (collectively, the "Released Parties") are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the use of any Entry in the Video Series.

SELECTION AND NOTIFICATION:

We will select our favorite Compliments to be featured in the Video Series by March 15, 2014 or shortly thereafter. Selections are final.

Complimentors and Complimentees from selected Compliments will be notified via Twitter and/or email, and each will be required to execute and return an affidavit of eligibility, a liability release and, where lawful, a publicity release within two (2) days of the date of issuance. If such documents are not returned within the specified time period, a notification is returned as undeliverable, or an entrant is not in compliance with these Official Rules, at Sponsor's sole discretion, the selection of that Entry may be voided and an alternate Compliment may be selected in its place.

GENERAL CONDITIONS: By submitting an Entry, you agree: (a) to abide by these Official Rules and the decisions of Sponsor and Sponsor's judges, which shall be final

and binding in all respects relating to the Campaign; (b) to the use of your name, Twitter handle, email address, voice, performance, photograph, video, image, biography, likeness, and other personal identification for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor, Clearasil, and their designees, without compensation or additional consents from you or any third party and without prior notice. approval or inspection, unless prohibited by law, in connection with your Entry and notwithstanding any rights of publicity, privacy or otherwise; (c) to release, discharge and hold harmless the Released Parties from, and to not sue or bring any proceeding against any of the Released Parties for, any claim or cause of action, whether known or unknown, for defamation, libel, slander, invasion of right of privacy, publicity or personality or any similar matter based upon or relating to the exercise of any of the rights referred to herein; (d) to indemnify and hold the Released Parties harmless from any and all liability, actions, causes of action, claims, demands, injuries, losses, or damages (actual, incidental or consequential) of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from your Entry, participation in the Campaign, or any Campaign-related activity; and (e) that neither Sponsor or Clearasil is under any obligation to provide further compensation to you.

OWNERSHIP/USE OF ENTRIES: By submitting an Entry, each entrant hereby grants Sponsor and Clearasil a non-exclusive, worldwide, perpetual, irrevocable, fully transferable and sublicensable right and license to use, reproduce, modify, create derivatives of, distribute, display, perform, and otherwise fully exploit, the Entry submitted (including the copyright thereto and all rights embodied therein) in any and all media now known or hereafter devised, including on their websites or social media channels (e.g. Twitter or Facebook) on which they maintain a presence. For clarity, the foregoing license permits Sponsor, Clearasil, and their respective designees to exploit, edit, modify, reproduce and distribute the Entry and all elements of such Entry, including, without limitation, the name, Twitter handle, email address, voice, performance, photograph, video, image, biography, likeness, and other personal identification of any persons or locations embodied therein, in a format solely determined by Sponsor and Clearasil, as applicable, in connection with their businesses, products and services, for publicity purposes and without compensation, permission or notification to entrant or any third party, where not prohibited by law. Entrant hereby agrees to execute specific consent to such use if asked to do so.

MISCELLANEOUS: Released Parties are not responsible for any incorrect or inaccurate information, whether caused by site or application users, tampering, hacking, or by any equipment or programming associated with or utilized in the Campaign. Released Parties are also not responsible for injury or damage to any person's computer related to or resulting from participating in this Campaign or downloading materials from or use of Sponsor's, Clearasil's or Twitter's websites or applications. If any provision of these rules is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that these rules otherwise remain in full force and effect and enforceable. The Campaign and these Official Rules shall be governed by and construed in accordance with the laws of the State of New York, including its conflicts of law rules, and the United States of America. Entrants agree that any dispute arising from or relating to the Campaign shall be governed by the exclusive jurisdiction and venue of the state and federal courts of New York County, New York. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including

attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this campaign), and entrant further waives all rights to have damages multiplied or increased.

Sponsor: Refinery 29, Inc. 225 Broadway, 23rd Floor, New York, NY 10007.

This Campaign is in no way sponsored, endorsed or administered by Twitter, Inc., or their affiliates.