

# Parent's Path Art Collection by Philips Avent – Pulse 3

## Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Parent's Path in Pictures giveaway – Pulse 3 (the "Sweepstakes") is open to individuals who are at least eighteen (18) years old at the time of entry who are legal residents of the United States or Canada (excluding the Province of Quebec). The Sweepstakes is subject to all applicable federal, state/provincial and local laws and regulations and is void in Quebec and where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Philips Personal Health, a division of Philips North America LLC, 1600 Summer Street, Stamford, CT 06905. **Administrator:** Access Brand Communications, 1285 Avenue of the Americas Floor 4, New York, NY 10019

**3. Timing:** The Sweepstakes will begin at 8:00 a.m. Eastern Time ("ET") on October 1, 2023 (the "Sweepstakes Launch") and ends at 11:59 p.m. ET on November 15, 2023 (the "Promotion Period"). Administrator's computer is the official time keeping device for this Sweepstakes.

#### **4. How to Enter:**

a. During the Promotion Period, participants can enter the Sweepstakes by **posting a photo of original artwork on Instagram using #AParentsPath and following @PhilipsAvent on Instagram.**

b. Entrants must have internet access and post to their Instagram page to enter the Sweepstakes.

Limit: Entries submitted by any other means will not be accepted. Proof of submitting entry online will not be deemed to be proof of receipt. Each entrant may enter as many times as they like during the Promotion Period but only one (1) winner will be chosen. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, delayed, ineligible, deleted, unsearchable, destroyed or misdirected entries or entries that have been removed by Instagram. Such entries will be disqualified. In the event of a dispute as to any registration or entry, the "authorized account holder" of the email address used to register will be deemed to be the entrant or player. The "authorized account holder" of an email address is defined as the natural person assigned an email address by an Internet access provider, online service provider or other organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the

submitted email address. Potential winners may be required to show proof of being the authorized account holder.

**5. Entry Guidelines:** Entries must not feature the name, likeness or other personally identifiable information of any person other than entrant. Personally identifiable information includes, but is not limited to name, image, likeness, license plates, phone numbers and personal addresses. Entries must be the work of the entrant, and must not include, depict or make reference to any of the following: obscenity, inappropriate language, nudity, sexual explicitness, drug or alcohol use, violence, firearms/weapons, unauthorized copyrighted, trademarked, or patented properties, including brand names, logos, or trade dress, material that promotes any activities that may appear unsafe or dangerous, or promotes any particular political agenda or message, material that is hateful, tortious, defamatory, false or misleading, disparaging, slanderous, libelous, or otherwise unlawful, material that violates or infringes another's rights, including but not limited to, rights of privacy or publicity or any other intellectual property rights, material that promotes bigotry, racism, hatred, or harm against any group or individual, or promotes discrimination based on race, ethnicity, sex, religion, nationality, disability, sexual orientation or age, and any other content, including but not limited to, text, images, graphics, photographs, captions and descriptions, or data that could be considered inappropriate or offensive, as determined by Sponsor in its sole discretion.

By entering the Sweepstakes, each entrant represents and warrants that: (i) the entry does not and will not violate any law, statute, ordinance or regulation; (ii) the entry is free and clear of any and all liens or claims with respect to the use of the entry in the manner authorized in these Official Rules; (iii) the entry does not infringe upon or violate the intellectual property rights of any third party and will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on copyrights, trademarks, patents or other intellectual property rights or any rights or interests of any third party, or give rise to any claims for any payment whatsoever; and (iv) the entry is not and will not be defamatory, disparaging libelous, pornographic or obscene.

Sponsor reserves the right to disqualify any entry that it deems, in its sole discretion, to be a violation of the Official Rules or that is not in keeping with the Entry Guidelines specified herein or Sponsor's image or which communicate messages or images inconsistent with the positive images and/or good will with which Sponsor wishes to be associated.

**6. Winner Determination and Verification:** Administrator is a representative from Access Brand Communications acting on behalf of Philips Personal Health whose decisions as to the administration and operation of the Sweepstakes and the selection of a potential winner is final and binding in all matters related to the Sweepstakes. Receiving a prize is contingent upon compliance with these Official Rules, including the requirement that any Canadian resident selected be required to correctly answer within stated time limits a mathematical skill-testing question without the benefit of any calculating devices in order to be awarded the prize. Administrator will select 1 Sweepstakes winner randomly from all eligible entries received by the last day of the Promotion Period. The winners will be notified by email (if applicable) or Instagram direct message and provided with a contact email address to claim the prize, after the date of selection. The potential winner

(parent/legal guardian if winner is a minor in his/her place of residence) will be required to sign and submit a Declaration of Compliance, Liability and Publicity Release ("Declaration"), which must be received by Administrator within seven (7) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner cannot be contacted, fails to sign and return the Declaration within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize.

The Prize must be accepted as awarded, may not be transferred and is not convertible to cash. Sponsor reserves the right, in its sole discretion, to substitute all or a portion of a prize with a prize of equal or greater value for any reason. Any items not specifically described as part of the prize are the winner's responsibility. In the event a potential winner is disqualified or not eligible, he/she shall not be awarded the prize and that prize may not be awarded, and Sponsor shall be fully and completely released and discharged from any liability or responsibility in this regard. Upon prize forfeiture for any reason, no compensation will be given. In no event will the number of prizes awarded exceed the available number of prizes specified in these Official Rules.

#### **7. Prize:**

One (1) Prize Pack consisting of:

- Winner's choice of \$500 worth of Philips products from Philips.com

Prize is non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value.

**8. Release:** Entrant acknowledges and agrees that the entrant is participating in this Sweepstakes at his/her own expense and risk without any promises, representations, conditions or warranties of any type, express or implied, statutory or otherwise, except as expressly stated in these Official Rules. ENTRANT, IRREVOCABLY AND IN PERPETUITY, AND AS A CONDITION OF AND IN CONSIDERATION FOR PARTICIPATING IN THE SWEEPSTAKES, AGREES TO WAIVE, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE SPONSOR, THEIR ADVERTISING AND PROMOTION AGENCIES, AND INSTAGRAM AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AND AFFILIATES, THE PRIZE SUPPLIERS, THE SWEEPSTAKES JUDGES AND ANY OTHER ORGANIZATIONS RESPONSIBLE FOR SPONSORING, FULFILLING, ADMINISTERING, ADVERTISING OR PROMOTING THE SWEEPSTAKES, AND ALL OF THEIR RESPECTIVE PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, EXPENSES, LIABILITIES AND DAMAGES RELATING TO OR RESULTING FROM YOUR PARTICIPATION IN THE SWEEPSTAKES, SWEEPSTAKES-RELATED ACTIVITIES OR POSSESSION, ACCEPTANCE OR USE OR MISUSE OF ANY PRIZE OR USE OF YOUR INFORMATION INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, PROPERTY DAMAGE, DEATH, PUBLICITY RIGHTS, DEFAMATION, DETRIMENTAL RELIANCE, INFRINGEMENT OF ANY WORLDWIDE INTELLECTUAL PROPERTY RIGHT, INVASION OF PRIVACY OR VIOLATION OF ANY PRIVACY RIGHT.

By receipt of any prize, winner agrees to release and hold harmless the Released Parties from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

**9. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes a winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration in perpetuity.

**10. General Conditions:** Sponsor reserves the right to cancel, terminate, extend, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prize at random from among the eligible entries received up to the time of the impairment. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is 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 or representatives of the Sponsor. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**11. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in cellular networks, phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for the prize offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set

forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

**12. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and with respect to entrants located in (i) the United States exclusively by the United States District Court for the Southern District of New York or the appropriate New York State Court located in New York, NY; or (ii) Canada exclusively by the courts of Ontario; (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 legal fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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.

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, (1) with respect to entrants located within the United States, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York; or (2) with respect to entrants located within Canada, shall be governed by, and construed in accordance with, the laws of the Province of Ontario and Federal Canadian laws applicable therein. If any provision of these Official Rules is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of the Official Rules and all others will otherwise remain in full force and effect. All federal, state, provincial, and local laws and regulations apply. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any related materials, including, but not limited to posts on Instagram, the terms and conditions of these Official Rules shall prevail, govern and control.

**13. Entrant's Personal Information:** Any information posted on the Instagram page will be governed by Instagram Data Policy. Access Brand Communications on behalf of Philips Personal Health will be collecting and storing personal data about entrants online including but not limited to name, address, email address, phone number and submitted photos. By participating in the Sweepstakes, entrants hereby agree to Access Brand Communications on behalf of Philips Personal Health and our third-party partner's collection and usage of their personal information in order to notify winners and provide them with their prize. By entering the Sweepstakes, all entrants consent to the collection, use and disclosure of their personal information by the Sponsor for the purposes of administering the Sweepstakes and promoting the Sweepstakes or the Sponsor, and otherwise in accordance with the Sponsor's Privacy Policy, available: (i) in the United States at <http://www.usa.philips.com/privacypolicy>, or as permitted or required by law. You may at any time

request access to your personal data, request correction or erasure of your personal data, and object to any processing of your personal data by emailing us at [privacy@philips.com](mailto:privacy@philips.com).

**14. Winner List:** For a winner list, please send a SASE to: Anna Stathopoulos, 1285 Avenue of the Americas 4<sup>th</sup> Floor, New York, NY 10019. Canadian citizens may request a winner list by writing to Philips Canada at: 1875 Buckhorn Gate, 5th Floor, Mississauga, Ontario L4W 5P1

**15. Verification:** All entries may be subject to verification (including requirement to submit proof of identification) and Sponsor reserves the right to cancel and revoke any entries if they are found to be improper or non-compliant with these Official Rules or if the entrant is subsequently found not to be eligible pursuant to these Official Rules.

**16. Instagram:** This Sweepstake is in no way sponsored, endorsed or administered by, or associated with Instagram. Instagram is completely released of all liability by each entrant in this Sweepstake. Any questions, comments or complaints regarding the Sweepstake must be directed to the Sweepstake Sponsor and not Instagram.