



## Essity Cares Contest

**essitycares**

Partnership. Innovations. Solutions.

### US Contest Rules and Regulations

**1. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT IMPROVE YOUR ODDS OF WINNING.**

**2. Sponsor:** Essity HMS North America Inc., Suite 2600, 2929 Arch Street, Philadelphia, PA USA 19104.

**3. Eligibility:** This Contest is open to adult extended care facility administrators residing in the United States, who have reached the age of majority in their state of residence and who submit the completed on-line survey and return to Essity HMS North America Inc. ("Sponsor") between 12:00:00 AM Standard Daylight Time ("EDT"), July 10, 2020 EDT and 11:59:59 PM Eastern Standard Time ("EST") on December 10, 2020 (the "Entry Period"). Entries are limited to one (1) per person. Employees, officers, directors, agents and representatives of Sponsor and their immediate family members and those living in their households are not eligible to enter or win. This Contest is subject to all applicable federal, state and local laws and regulations. Void where prohibited or restricted by law. In the event Sponsor concludes that a potential winner is or should be ineligible, the potential winner will be disqualified, not receive a prize and an alternate winner will be selected, using the methods described below. The chance of winning is dependent on the number of entries received. Increase your chances of winning by completing all 3 on-line contest entry forms throughout the year and returning them to Essity HMS North America Inc. to qualify for a chance to win.

**4. Prize:** No purchase, payment or donation is necessary to win and will not increase or improve chances of winning. Prize is guaranteed to be awarded. Odds of winning will depend on the total number of eligible entries received. There is one (1) prize consisting of an Education Grant in the amount of \$1,500 USD per region. Prize must be accepted as awarded and is not transferable. The Educational Grant can apply to continuing education or educational materials during the year 2021. A cheque in the amount of \$1,500 USD will be sent directly to the winner in each region.

**5. Selection of Prize Winner:** A computerized random draw will take place in Burlington, ON, Canada on December 15, 2020 at 10:00 am EST. The Winner will be notified by communication sent to their email address (as applicable) and must respond within ten (10) days of receipt of such prize notification or prize will be forfeited and an alternate winner will be selected using the same procedure specified above.

**6. Conditions:** All entries become the property of Sponsor and for any and all purposes will not be returned. Sponsor will not be responsible for entries delayed, stolen, misdirected or lost. As a condition of

winning any prize, all winners must complete, sign and return an affidavit of eligibility and liability and publicity release ("Release") within ten (10) days of receipt of written prize notification or prize will be forfeited and an alternate winner selected. Further, by accepting the prize, the winner consents (except where prohibited by law) to Sponsor's use of their name, photograph and/or likeness, address, voice and statements made by or attributed to them, in perpetuity, in any and all media now known or hereafter developed, for all legitimate business purposes including advertising and promotional activities without additional compensation. Sponsor reserves the right to cancel, suspend or modify the Contest at any time and for any reason.

**7. Privacy / Use of Personal Information:** By participating in the contest, each participant grants to the Sponsor the right to use his / her first and last name, company/facility name, phone, email, street address, city, postal code and, existing TENA customer status for the purpose of administering the contest, including but not limited to contacting and announcing the winners.

**8. Contest Results and Official Rules:** To obtain the identity of the prize winner and/or a copy of these Official Rules, send a self-addressed stamped envelope to Attn: Marketing Dept., Essity HMS North America Inc. 7030 Louisville Rd, Bowling Green, KY USA 42101.

**9. Disputes:** Each participant agrees that: (1) any and all disputes, claims, and causes of action arising out of or in connection with this Contest, or any prizes awarded, shall be resolved individually, without resorting to any form of class action, and any judicial proceeding shall take place in a court in Philadelphia, Pennsylvania; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim 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 participants and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.