

**NASACORT® “MONEY BACK GUARANTEE” REBATE OFFER
TERMS & CONDITIONS**

**OPEN TO ALL LEGAL RESIDENTS OF THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA,
PUERTO RICO, AND ST. THOMAS VIRGIN ISLANDS WHO ARE 18 YEARS OF AGE OR OLDER AT
THE TIME OF PARTICIPATION.**

VOID WHEREVER PROHIBITED BY LAW.

VALID WHILE SUPPLIES OF QUALIFYING NASACORT® PRODUCT LAST.

The Nasacort® “Money Back Guarantee” Rebate Offer (“Offer”) is sponsored by Chattem, Inc., 1715 West 38th St. Chattanooga, TN 37409 (“Sponsor”), and is administered by Promotion Management Center (“Administrator”), 31205 Falcon Avenue, Stacy, MN 55079.

1. Offer Summary: The “Purchase Period” starts January 1, 2020 at 12:00 AM (midnight) Eastern Time (“ET”) and ends on December 31, 2022 at 11:59 PM ET. The “Redemption Period” starts January 1, 2020 12:00 AM (midnight) ET and ends January 31, 2023 ET at 11:59 PM ET. Request for refund must be made within 30 days of purchase. During the Redemption Period, Participants, defined in Section 2 below, who make a “Qualifying Purchase” during the Purchase Period and are not satisfied with the Qualifying Purchase made in the Region, defined below, can elect to receive a refund of their Qualifying Purchase in the form of a Refund check or PayPal payment, (the “Refund”). A “Qualifying Purchase” is a purchase of either one Children’s Nasacort® Allergy 24 Hour Nasal Spray, one Nasacort® Allergy 24 Hour 60 Sprays, or one Nasacort® Allergy 24 Hour 120 Sprays (the “Qualifying Products”) during the Purchase Period from a participating retailer. The Refund will be equal to the amount of the Qualifying Purchase excluding tax, less any coupons or other discounts to the purchase price received at point of sale (including store cash or rewards discounts), on the Qualifying Purchase, provided that the maximum value of the Refund will not exceed \$23.99. Sponsor and its agents reserve the right to adjust refund amount if a coupon value is present on the receipt, believed to be received as a discount on the participating product.

2. Eligibility: The Offer is open only to legal residents of the 50 United States, the District of Columbia, Puerto Rico, and St. Thomas United States Virgin Islands (the “Region”) who are at least 18 years of age or older at the time that a Qualifying Purchase was made. Void where prohibited by law. Individuals who meet these eligibility requirements are referred to herein as “Participants.” Participation constitutes a Participant’s full and unconditional agreement to these Terms and Conditions and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to the Offer.

3. Offer Instructions: During the Purchase Period, Participants must make a Qualifying Purchase and save the original register receipt and original packaging from the Qualifying Purchase to participate in the Offer. To receive a Refund, the Participant must logon to nasacortguarantee.com and complete the online registration form within 30 days of purchase:

- i. Complete the official online registration form within 30 days of purchase, providing Participant’s complete first and last name (initials not permitted), valid email address, complete street address (P.O. Boxes not permitted), city, state, ZIP code, telephone number, date of birth, payment choice and agreement to these Terms and Conditions.
- ii. Upload a copy of your dated, store identified receipt circling the Qualifying Product(s).
- iii. Answer why he or she was not satisfied with Qualifying Product(s).

Keep a copy of the materials that you submit for your records. Failure to include all of these items will result in the Participant not receiving the Refund. Refunds will be mailed to Participants at the mailing address provided when registering for the Offer. Participants must allow approximately four to six weeks after receipt of the Qualifying Product by Sponsor for delivery of the Refund. Participants may check the status of their Refund at <https://nasacort.mycheckstatus.com> through February 28, 2022.

4. Offer Limitations: Each Participant may only participate once during the Offer. Only one participant per household may participate during the Offer. Requests from groups, clubs or organizations will not be honored. Refund checks must be cashed within 90 days of issuance date

5. Limitations Of Liability: Officers, directors, agents and employees of the Sponsor, Administrator, and their respective parent companies, subsidiaries, franchisees, affiliated entities, and their respective advertising, promotion and web design agencies, independent contractors (collectively referred to as "Sponsor & Others") are not responsible for interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer transmissions or jumbled, scrambled or misdirected registrations or orders, or transmissions, or for phone, electrical, network, computer hardware or software or program malfunctions, failures or difficulties or for other errors, omissions, interruptions, or deletions of any kind whether human, mechanical or electronic or for any damage to any person's computer related to participating in the Offer. Sponsor & Others are not responsible for illegible, unintelligible, postage due, misdirected, delayed, undelivered, damaged, late, lost or stolen grocery register receipts, redemption materials or incorrect or inaccurate registration or order information, whether caused by Internet users or programming associated with or utilized in the Offer or by any technical or human errors that may occur in the administration of the Offer. Sponsor & Others are not responsible for any typographical errors in any Offer-related materials. Participants found tampering with, abusing any aspect of the Offer, as solely determined by Sponsor, will be disqualified and may be subject to prosecution. If in the judgment of Sponsor, the Offer is compromised by viruses, bugs, non-authorized human intervention or other causes, which in Sponsor's judgment, may corrupt the administration, security, or fairness of the Offer, Sponsor reserves the right, in its sole discretion, to modify, discontinue, suspend or terminate the Offer. **SPONSOR & OTHERS MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, PARTICIPANTS SHOULD CHECK THEIR LOCAL LAWS TO LEARN IF ANY OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE INDIVIDUAL PARTICIPANT.**

6. Release: Sponsor & Others expressly disclaim any responsibility, and each Participant (if a minor, his/her parent or legal guardian) agrees to hold Sponsor & Others harmless from all liability for any costs, claims, damages or any other injury (whether due to negligence or otherwise), disability or loss to any person or property (including, without limitation, death or violation of any personal rights such as right of publicity/privacy, libel or slander) due in whole or in part, directly or indirectly, to participation in the Offer, the delivery and/or subsequent acceptance of, use or misuse of any of the Qualifying Products or any Offer related activity. Sponsor & Others are not responsible for any loss (financial or otherwise), liability, injury (including death) or damage to persons or property, which may be caused directly or indirectly, in whole or in part, by the purchase of, use or misuse of any Qualifying Product. Sponsor & Others further assume no liability either for the cancellation, modification or premature conclusion of the Offer for any reason.

7. Disputes: THE OFFER IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TENNESSEE. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN THE STATE OF TENNESSEE. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN HAMILTON COUNTY, TENNESSEE. PARTICIPANTS AGREE THAT THE STATUTE OF LIMITATIONS FOR ASSERTING ANY CLAIMS SHALL BE A PERIOD OF ONE YEAR FROM THE END DATE OF THE OFFER PERIOD. PARTICIPANTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE OFFER OR ANY NASACORT REFUND AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

8. Privacy Policy: Any personally identifiable information collected during a Participant's participation in the Offer will be collected by Sponsor or its agent and used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Offer as described in these Terms and Conditions and in accordance with Sponsor's Privacy Policy as stated at

<http://chattem.com/privacy.asp>.

9. General: Participants waive any right to claim ambiguity in these Terms and Conditions. All federal, state and local laws and regulations apply. Sponsor reserves the right, to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Offer; to be acting in violation of these Terms and Conditions; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Offer. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Offer will void any attempted participation effected by such methods and the result in the individual utilizing the same to be ineligible to participate in the Offer. Federal, state and local taxes, if any, are the sole responsibility of Participant. In the event of any conflict with any Offer details contained in these Terms and Conditions and Offer details contained in Offer Materials (including but not limited to point of sale, television, and print advertising, promotional packaging, and other promotion media), the details of the Offer as set forth in these Terms and Conditions shall prevail.

Customer service inquiries can be made at one of the following:

- Money Back Guarantee related inquires: **Contact Us 1-855-883-9522**
- Product related inquires: **Contact Us** (<http://nasacort.com/contact-us.aspx>)

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