

**Walgreens #RedNose Sweepstakes
Official Rules**

NO PURCHASE OR MOBILE PHOTO UPLOAD NECESSARY TO ENTER OR WIN. A PURCHASE OR MOBILE PHOTO UPLOAD WILL NOT INCREASE YOUR CHANCES OF WINNING.

The Walgreens #RedNose Sweepstakes (the "Promotion") starts on April 17, 2015 at 12:00 AM Eastern Time ("ET") and ends on May 6, 2015 at 11:59 PM ET ("Promotion Period"). Entries not received within the Promotion Period will be void. This Promotion is in no way sponsored, endorsed or administered by, or associated with Twitter or Instagram. By entering, you understand that you are providing your information to the Sponsor and not to Twitter or Instagram.

ELIGIBILITY: Promotion is open to legal residents of the fifty (50) United States and the District of Columbia, who are 18 years of age or older and have internet access as of April 17, 2015. Employees of Walgreen Co. ("Sponsor"), Weber Shandwick and their respective parents, subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. Void where prohibited by law. Promotion is subject to all applicable federal, state and local laws. The information you provide will be used for the purposes of Promotion administration.

HOW TO ENTER: During the Promotion Period, there are three (3) ways to enter; **1)** log on to your Twitter account, and tweet a photo that displays yourself wearing an official Red Nose Day red nose (or have a red nose drawn on your face if you do not have an official Red Nose Day red nose), include the hashtags #Walgreens, #RedNose and #promo in the post; **2)** use the Instagram application on your mobile device and post a photo that displays yourself wearing an official Red Nose Day red nose (or have a red nose drawn on your face if you do not have an official Red Nose Day red nose), include the hashtags #Walgreens, #RedNose and #promo; **OR 3)** to enter without posting a photo, log on to your Twitter account, and post a tweet with the hashtags #Walgreens, #RedNose and #promo to receive one (1) entry (each, an "Entry").

All Entries must be received by 11:59 PM ET on May 6, 2015 to be eligible. Limit one (1) Entry per person using only one (1) Twitter or Instagram account per day, regardless of social media channel used to participate. Entries received from any person, Twitter account or Instagram account in excess of the stated daily limitation will be void. If you choose to tweet or share photographs through Instagram using your mobile phone, standard data rates may apply. See your wireless service provider for pricing plan details. A Twitter or Instagram account is required to enter and can be opened for free at <http://twitter.com> or by downloading onto your smart phone from your appropriate app store.

ENTRY REQUIREMENTS: Entry may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; 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;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission; contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;

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- 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.

Entry 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 Entry null and void.

RANDOM DRAWING: One (1) potential winner will be selected in a random drawing on or about May 7, 2015 from among all eligible entries received throughout the Promotion Period. Odds of winning the prize depend on the number of eligible entries received throughout the Promotion Period.

PRIZE (1): A trip for winner and one (1) guest to New York, NY on May 21, 2015 to attend the Red Nose Day comedy gala. Trip consists of roundtrip, economy class air transportation from a major U.S. gateway airport nearest winner's residence to New York, NY, two (2) days and one (1) night standard hotel accommodations (one room, double occupancy) and two (2) tickets to the comedy gala. If winner resides within a 100-mile radius of destination, ground transportation will be provided in lieu of air transportation and no compensation or substitution will be provided in lieu thereof. Approximate Retail Value ("ARV") of each trip prize: \$4,000.00. Actual value of may vary based on point of departure. Any difference between stated value and actual value will not be awarded. Trip must be taken on dates specified by Sponsor or prize will be forfeited and Sponsor will have no further obligation to such winner. Sponsor reserves right to change dates. Winner and guest must travel together on the same itinerary. Guest must be of legal age of majority in his/her jurisdiction of residence (and at least 18), unless the child or legal ward of winner and must sign a liability/publicity release prior to issuance of travel documents. If guest is child or legal ward of winner, winner must sign and return release on behalf of such child or legal ward. Travel must be made through Sponsor's agent, on a carrier of Sponsor's choice. Admission to comedy gala is subject to certain terms and conditions as specified thereon. Seat locations will be determined by Sponsor. Winner and guest must comply with all venue rules and regulations. Failure to do so may result in forfeiture of such portion of prize. In the event Sponsor is unable to provide admission to the comedy gala, no compensation or substitution will be provided in lieu thereof; however, remainder of prize package will be awarded and Sponsor will have no further obligation to winner. All federal, state and local taxes and all other costs associated with prize acceptance and use not specified herein as being provided, including any/all ground transportation, luggage fees, meals, souvenirs, and gratuities are the sole responsibility of the winner. Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winner may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute prize (or portion thereof) with one of comparable or greater value. All prize details are at Sponsor's sole discretion.

WINNER NOTIFICATION: Sponsor's decisions are final and binding on all matters relating to this Promotion. Potential winner will be notified by direct message on Twitter or via comment on a winning photo on Instagram and will be asked to respond and provide their full name, telephone number (including area code), date of birth, mail and/or email address and will be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by Sponsor, which must be returned within forty-eight (48) hours of prize notification. Return of prize notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Sponsor to contact potential winner within a reasonable time period or noncompliance with these Official Rules by potential winner will result in disqualification and, at Sponsor's sole discretion, the prize may be awarded to an alternate winner. In the event a winner is at least 18, but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winner set forth herein (and must accompany winner on trip as his/her guest).

GENERAL CONDITIONS: By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Promotion; (b) to release, discharge and hold harmless Sponsor, Weber Shandwick, Twitter, Instagram, [NBCUniversal Media, LLC](#), and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Promotion or any Promotion related activity or the acceptance, possession, use or misuse of any awarded prize; and (c) to the use of his/her name, voice, performance, photograph/video, prize information, image and/or likeness for programming, advertising, publicity, trade and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. By participating, participant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Promotion without the prior consent of the Sponsor, which either may withhold in its sole discretion.

LICENSE/USE OF ENTRIES: By submitting an Entry, and to the extent allowed by law, you grant the Released Parties a perpetual, worldwide, royalty-free, non-exclusive, sub licensable, unconditional and transferable license to edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, adapt, exhibit and/or otherwise use or reuse your Entry, name, photo, tweet and/or posts and biographical material including, but not limited to, all materials submitted in connection with the Promotion in any and all media, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to entrant or any third party.

MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Entries, tweets, photos, Instagram images or posts, Twitter or Instagram posts; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, photos and/or tweets,

Instagram posts and/or updates, the announcement of the prize and winner, or in any other Promotion-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Promotion or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Promotion or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries/tweets/Instagram posts will be void. Should any portion of the Promotion be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Promotion and, if terminated, at its discretion, select the potential winner from all eligible, non-suspect Entries received prior to action taken. In the event of a dispute regarding entries received from multiple users having the same Twitter or Instagram account, the authorized subscriber of the Twitter or Instagram account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned to the applicable account by Twitter or Instagram. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

ARBITRATION: Except where prohibited by law, as a condition of participating in this Promotion, participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Promotion), and participant further waives all rights to have damages multiplied or increased.

CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the substantive laws of the State of Illinois, USA.

WINNERS' LIST: For the name of the winner (available after May 17, 2015), send a self-addressed stamped envelope to: Walgreens #RedNose Sweepstakes Winner, Weber Shandwick, 875 N. Michigan Ave., Suite 2400, Chicago, IL 60611, for receipt no later than June 17, 2015.

SPONSOR: Walgreen Co., 200 Wilmot Road, Deerfield, IL 60015.

NBCUniversal Media, LLC is not a Sponsor of the Sweepstakes and is not responsible for the administration or management of the Sweepstakes in any way.