## #BestOfBaseball Sweepstakes Official Rules

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

- 1. Eligibility: #BestOfBaseball Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are the age of majority in their state of residence (eighteen (18) years of age in most states, nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi) at the time of entry. Employees of The Clorox Company ("Sponsor"), CMGRP, Inc., MLB Entities (as defined in Section 15 below), HelloWorld, Inc. and each of their respective parent, subsidiary and affiliate companies and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings and children and their respective spouses, regardless of where they reside) and household members, whether or not related, of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor'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: The Clorox Company, 1221 Broadway, Oakland, CA, 94612.
- **3. Timing:** The Sweepstakes begins on April 17, 2017, at 12:00 a.m. Eastern Time ("ET") and ends on May 15, 2017, at 11:59 p.m. ET (the "Promotion Period"). Twitter's and Facebook's servers are the official time-keeping devices for the Sweepstakes.
- **4. How to Enter:** To participate you must have a valid, public Twitter or Facebook account (herein "Social Account"). Creating each Social Account is free but is subject to the applicable terms and conditions (<a href="http://twitter.com/tos">http://twitter.com/tos</a>) or (<a href="https://www.facebook.com/legal/terms">https://www.facebook.com/legal/terms</a>). If entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply. Your account settings on the Social Account you use to enter must be set to "unprotected" and/or "public" in order for your Tweets or comments to Sponsor's posts are viewable by Sponsor.

Take the following actions during the Promotion Period to receive a Sweepstakes entry:

- (a) Enter on Facebook: Find the Sponsor's post (pinned to the top of the page) on the Kingsford Charcoal page (https://www.facebook.com/kingsfordcharcoal/) asking entrants to share their favorite part of watching / attending a baseball game. Post your idea as a comment to the Sponsor's post pursuant to the (1) content restrictions (as set forth below), and (2) Facebook Terms and Community Standards available at www.facebook.com. Your comment must remain posted through the Promotion Period and you will receive one (1) Sweepstakes entry.
- (b) Enter on Twitter: (1) Follow @Kingsford and (2) Tweet your thoughts on your favorite part of watching / attending a baseball game pursuant to the (1) content restrictions (as set forth below), and (2) Twitter Terms of Service and Twitter Rules available at <a href="www.twitter.com">www.twitter.com</a>. Your Tweet must also include the hashtags #BestOfBaseball. ReTweets will not accrue entries in this Sweepstakes.

Content Restrictions: Your Tweet/post and its included content will hereafter be referred to as your "Submission." Your Submission must be your original work. If you include the names or likenesses of other individuals, you must have their permission to be included and to grant the rights set forth in Section 5. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor. Your Submission may not be indecent, obscene, hateful, tortious, defamatory, libelous, contain material that violates or infringes another's rights, disparage Sponsor, any MLB Entity or any other person or party, or contain material that is unlawful in any way. The Submission must not prominently feature brand names

or trademarks other than those owned by Sponsor or the MLB Entities, which entrant has a limited license to use to incorporate in his/her Submission. Sponsor reserves the right to disqualify any Submission that it finds unlawful, or in violation of these Official Rules, all in its sole discretion. Released Parties (as defined in Section 8, below) are not responsible for lost, late, unreceived, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions; all of which will be void. <u>Limit</u>: You may enter one (1) time per day during the Promotion Period. Each Submission must be unique to qualify as an entry. Submissions will not be judged or used in any way in determining the winner.

Multiple entrants are not permitted to share the same Social Account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Social Accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the Social Account used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses used to create the Social Account. The potential winner may be required to show proof of being the/an authorized account holder.

- **5. Sponsor's Use of Submissions:** Tweeting/Posting a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.
- **6. Grand Prize Drawing:** Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner are final and binding in all matters related to the Sweepstakes. On or around May 16, 2017, Sponsor will randomly select the potential Sweepstakes winner from among all eligible Submissions received during the Promotion Period. The potential winner will be notified by @Kingsford via Twitter or as a private message from @KingsfordCharcoal on Facebook and will be provided with instructions on how to claim the prize. The potential winner will be required to sign and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release ("Declaration") which must be received by Sponsor's agent, within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of the prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period, or declines the prize for any reason, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that the potential winner is disqualified for any reason, Sponsor will select an alternate potential winner by random drawing from among all remaining eligible Submissions. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.
- 7. Prize: ONE (1) GRAND PRIZE: Trip for winner and guest to Miami, FL July 10-12, 2017, to attend the 2017 MLB All-Star Game presented by MasterCard. Trip package includes round trip, coach-class air transportation for winner and one (1) guest between a major airport near winner's home (determined by Sponsor in its sole discretion) and Miami, FL, leaving on July 8, 2017, and returning July 12, 2017; three (3) nights' accommodations at a hotel in the Miami, FL vicinity determined by Sponsor in its sole discretion (one (1) standard room, double occupancy); two (2) tickets for winner and guest for the MLB All-Star Game presented by MasterCard played at Marlins Park on July 11, 2017 (seating and other details determined by Sponsor in its sole discretion); \$1,000 spending money (awarded as a MasterCard® digital gift code). Winner must travel July 10-12, 2017, or prize will be forfeited. Trip must be booked immediately upon winner confirmation. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those

set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure. Travel companion must travel on same itinerary and at the same time as the winner. Travel companion must execute liability/publicity releases (except where prohibited by law) prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to Miami, FL, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion and any difference in value will not be awarded. Sponsor and MLB Entities will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. The prize does not include tickets to or for any event or exhibition during the 2017 MLB All-Star Week™ other than as specifically set forth herein. Released Parties are not responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of the MLB All-Star Game presented by MasterCard, in which case that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. The terms and conditions of the tickets awarded as part of the prize will govern in the event a legal game, event or exhibition, as defined by Major League Baseball, is not played or held, as applicable, due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. Winner and his/her guest agree to comply with all applicable ballpark and venue, as applicable, regulations in connection with the prize. Sponsor and the applicable MLB Entities reserve the right to remove or to deny entry to the winner and/or his/her guest who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game, event or exhibition. Major League Baseball game, event and exhibition tickets awarded as prizes may not be resold or offered for resale or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and prize forfeiture, and may invalidate the license granted by the game, event or exhibition ticket(s). By accepting ticket prize, winner agrees to abide by any terms, conditions and restrictions provided by the tickets. The Released Parties are not responsible if winner does not use ticket on day of event. Approximate Retail Value: \$5,000. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize (or a component thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning the prize depend on the number of eligible Submissions received during the Promotion Period.

- **8. Release:** By receipt of any prize, winner agrees to release and hold harmless Sponsor, CMGRP, Inc., MLB Entities (as defined in Section 15 below), HelloWorld, Inc., Twitter, Inc., Facebook, Inc., and each of their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, 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 Sweepstakes or receipt or use or misuse of the prize (or any portion thereof). Released Parties (a) make no warranty, guaranty or representation of any kind concerning the prize (or any portion thereof), and (b) disclaim any implied warranty.
- **9 Publicity:** Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's, its agents' and to the MLB Entities to use of winner's name, prize information, likeness, Submission, photograph (including, without limitation, winner's Twitter or Facebook profile photo), voice, opinions and/or hometown and state advertising, promotional and other purposes in any and all media now known or hereafter devised, in any manner, worldwide, in perpetuity, without further payment or consideration, notification or permission.
- 10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes,

or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all non-suspect, eligible Submissions received up to the date of discontinuance for any or all of the prizes offered herein. 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 and void all associated entries. Any attempt 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 (including attorneys' fees and other remedies) from any person responsible for the attempt 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, typographical or other 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 phone lines or network hardware or software, or lost, interrupted or unavailable network, server, Internet Service Provider (ISP"), website or other connections, availability or accessibility or miscommunication or failed computer, satellite, telephone or cable transmission, lines, or technical failure or jumbled, scrambled, delayed or misdirected transmissions; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) other errors or problems of any kind relating to or in connection with Sweepstakes, whether computer, network, technical, mechanical, typographical, printing, human or otherwise, including, but not limited to, errors or problems which may occur in the administration of the Sweepstakes or the processing of Code request, entries, plays or prize claims, the announcement of the prizes or in any Sweepstakes-related materials;; (5) late, lost, undeliverable, damaged incomplete, inaccurate, stolen, delayed, misdirected or stolen mail; or entries;(6) 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 the prize (or any portion thereof). If for any reason an entrant's Submission is confirmed to have been erroneously deleted, lost, not received, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. 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, un-awarded, 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 exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (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 attorneys' 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, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.
- **13. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy <a href="http://www.thecloroxcompany.com/legal/privacy/en-us/">http://www.thecloroxcompany.com/legal/privacy/en-us/</a>.

- **14. Winner List:** For a winner list, visit <a href="http://bit.ly/2ofUDgq">http://bit.ly/2ofUDgq</a>. The winner list will be posted after winner confirmation is complete.
- 15. MLB Entities Definition and Disclaimer: The "MLB Entities" shall mean the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P. ("MLBAM" or "MLB.com"), Major League Baseball Properties, Inc., The MLB Network, LLC, BAMTech, LLC, the Major League Baseball Clubs ("Clubs"), each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities. The MLB Entities will have no liability or responsibility for any claim arising in connection with this Sweepstakes or any prize awarded. The Sweepstakes is not sponsored, administered, executed or produced by any MLB Entity. The MLB Entities and Fanatics, Inc. (a) make no warranty, guaranty or representation of any kind concerning any prize (or any portion thereof), and (b) disclaim any implied warranty. Major League Baseball trademarks, service marks and copyrights are proprietary to the MLB Entities. All rights reserved.

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