## Brita Drink Up PROGRAM TERMS AND CONDITIONS

- **1. Eligibility:** Brita Drink Up (the "Program") is open to legal residents of the fifty (50) United States (including D.C.), eighteen (18) years old or older at the time of entry. Void where prohibited.
- **2. Sponsor:** The Clorox Company ("Sponsor"), 1221 Broadway, Oakland, CA, 94612. **Charitable Organization**: Partnership for a Healthier America, Inc. ("Charity") 2001 Pennsylvania Ave, NW 9<sup>th</sup> Floor, Washington, DC 20006.
- **3. Charitable Purpose:** The funds raised through this Program will help the Charity promote the health of U.S. youth and work toward reducing childhood obesity. The Charity is a nonpartisan, nonprofit initiative launched in 2010 that brings together public, private and nonprofit leaders to develop strategies and advocacy to end childhood obesity. Sponsor will donate \$1.00 for every participating product purchase or coupon redemption (as outlined in Section 5 below), until the total donation has reached the maximum \$100,000. Visit <a href="http://ahealthieramerica.org/">http://ahealthieramerica.org/</a> for further information about the Charity.
- **4. Timing:** The Program begins on January 18 at 12:00 a.m. Pacific Time ("PT") and ends on December 31, 2014 at 11:59 p.m. PT (the "Program Period"), and consists of two (2) participation periods (each a "Participation Period") as set forth in the chart below:

Participation Period	Starts (at 12:00 a.m. PT)	Ends (at 11:59 p.m. PT)
1	January 18, 2014	December 31, 2014
2	April 5, 2014	December 31, 2014

Sponsor's computer is the official time-keeping device for the Program.

## 5. How to Participate: There are two (2) ways to participate in the Program:

<u>During Participation Period 1</u>: Visit <a href="https://www.brita.com/">https://www.brita.com/</a> and follow the links and instructions to purchase a limited edition Brita bottle designed by Eva Longoria. For every unique purchase of the limited edition bottle, Sponsor will donate \$1.00 to the Charity.

<u>During Participation Period 2</u>: Locate newspapers that includes a free standing newspaper insert that advertises the Program. For every unique redemption of the insert via purchase of a Brita bottle at a participating outlet, Sponsor will donate \$1.00 to the Charity.

**6. Donation Terms:** No later than thirty (30) days after the conclusion of the Program Period, Sponsor will calculate the number of unique purchases and redemptions. Sponsor will pay the Charity \$1.00 for every unique purchase and redemption, until the total donation amount has reached the maximum donation of \$100,000. Information concerning the Charity, including financial, licensing and charitable purpose information, may be obtained without cost by writing to the Charity at the above address.

- **7. Release:** By receipt of the Offer, participant agrees to release and hold harmless Sponsor, HelloWorld, Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and offer 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 Program or receipt or use or misuse of the Offer.
- **8. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Program, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Program, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the registration process or the operation of the Program or to be acting in violation of these Terms and Conditions or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Program 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 Terms and Conditions shall not constitute a waiver of that provision.
- **9. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Program; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the registration process or the Program; (4) technical or human error which may occur in the administration of the Offer or the processing of registrations; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Program or receipt or use or misuse of any Offer.
- **10. Disputes:** Except where prohibited, participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Program or any Offer 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 Program, 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, 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 Terms and Conditions, or the rights and obligations of the participant and Sponsor in connection with the Program, 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.

- **11. Participant's Personal Information:** Information collected from participation 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>.
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