

## **Fresh Step #CatLuv Instagram Contest OFFICIAL RULES**

### **NO PURCHASE NECESSARY TO ENTER OR WIN.**

**1. Eligibility:** Fresh Step #CatLuv Instagram Contest (the "Contest") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of The Clorox Company ("Sponsor"), HelloWorld, Inc., and any of their respective parents, subsidiaries 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 of each such employee, whether or not related, are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

**2. Sponsor:** The Clorox Company, 1221 Broadway, Oakland, CA, 94612. **Administrator:** HelloWorld, Inc., 3000 Town Center Drive, Suite 2100, Southfield, MI 48075.

**3. Agreement to Official Rules:** Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Contest. Winning the prize is contingent upon fulfilling all requirements set forth herein.

**4. Timing:** The Contest begins on October 24, 2017 at 12:00 p.m. Pacific Time ("PT") and ends on November 15, 2017 at 11:59 a.m. PT (the "Contest Period"). Instagram's servers are the official time-keeping device for the Contest.

**5. How to Enter:** During the Contest Period, "follow" @freshstep on Instagram, if you do not already. Then, post a photo showcasing your cat love along with the hashtags #catluv and #contest to your Instagram account (herein, your "Submission") in order to receive one (1) Contest entry. Instagram's terms (<https://help.instagram.com/478745558852511>) apply. In order for your entry to be valid, your Instagram profile must be public and thus viewable by the Sponsor and its agents. ***Message and data rates may apply when posting a photo on Instagram via your mobile device.*** Check your wireless plan for details. **Note: Posting a photo can be done online so that action doesn't necessarily require a mobile device.**

You can "Unfollow" the account any time after the conclusion of the Contest. By uploading your Submission, you agree that it conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, may disqualify you from the Contest if it believes, in its sole discretion, that your Submission fails to conform to the Guidelines and Restrictions or is otherwise not in compliance with these Official Rules.

#### Submission Guidelines:

- The Submission must be in a format acceptable with Instagram;
- The Submission cannot have been submitted previously in a promotion of any kind.

#### Content Restrictions:

- The Submission must be your own original work;

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission should not include personally identifiable information about entrant or others;
- The Submission must not disparage Sponsor, its products or services, Administrator or any other person or party affiliated with the promotion and administration of this Contest;
- The Submission must not feature brand names or trademarks other than Sponsor's marks, which entrant has a limited license to use to incorporate into his/her Submission for this Contest;
- The Submission must not contain text that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain text that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.

Limit: Each entrant may enter the Contest one (1) time during the Contest Period. Submissions received from any person or Instagram account in excess of the stated limit and duplicate or similar Submissions (as determined by Sponsor in its sole discretion) will be void. Submissions generated by script, macro or other automated means or by any means that subvert the entry process are void. Uploading 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 required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission. Released Parties (as defined in Section 9, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions, all of which will be void.

In the event of a dispute regarding any Submission, the authorized account holder of the Instagram account used to enter will be deemed to be the entrant and he/she must comply with these Official Rules. The potential winner may be required to show proof of being the authorized account holder.

**6. Winner Determination:** After the conclusion of the Contest Period, a panel of qualified judges determined by Sponsor in its sole discretion will select the potential winner from among all eligible Submissions received, based on an application of the following criteria ("Judging Criteria"):

- Creativity/Originality (33%);
- Quality of Submission (33%); and
- Fit to Contest Theme (34%)

In the event of a tie, the entrant whose Submission received the higher score in the Quality of Submission category, as determined by the qualified judges in their sole discretion, will be deemed the potential winner. The winner with the highest score will be deemed the Grand Prize winner. Decisions of the Sponsor and judges are final and binding in all matters.

**7. Winner Requirements:** The potential winner will be notified through their Instagram account, on or around November 16, 2017, via a comment from the Sponsor on the Contest post or via Direct Message. Potential winner must follow prize claim instructions provided within the stated time frame, or prize will be forfeited in its entirety. Receiving a prize is contingent upon compliance with these Official Rules. If a potential winner cannot be contacted within a reasonable time period, fails to provide any other requested information within the required time period (if applicable), does not comply with these Official Rules, or prize is returned as undeliverable, potential winner will be disqualified and forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up determined by the qualified judges, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain un-awarded. Prizes will be fulfilled 8 – 10 weeks after conclusion of the Contest.

Acceptance of any prize shall constitute and signify the winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, Submission and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Without limiting the generality of these Official Rules, the winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. The winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. The winner will indemnify Released Parties and any licensee against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

**8. Prize: ONE (1) GRAND PRIZE:** a check for \$500 and 10,000 Fresh Step Paw Points® will be credited to the Paw Points shelter of winner's choice. The winner must select a shelter that is a member of the Paw Points® Rewards program. Approximate Retail Value ("ARV"): \$592.31

Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Paw Points® cannot be redeemed for cash. Sponsor reserves the right to substitute the prize for one of comparable or greater value, in its sole discretion. The winner is responsible for all taxes and fees associated with prize receipt and/or use. All prize details are at Sponsor's sole discretion.

**9. Release:** By entering, entrants agree to release and hold harmless the Sponsor, Instagram, LLC, Administrator and their respective parents, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective 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 Contest or receipt or use or misuse of the prize.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its

sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winner from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above or as otherwise deemed fair and appropriate by Sponsor. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest 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 Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person 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:** Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (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 miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions; (3) unauthorized human intervention in any part of the Submission process or the Contest; (4) other errors or problems of any kind relating to or in connection with the Promotion, whether printing, typographical, technical, computer, network, mechanical, or human error or otherwise, which may occur in the administration of the Contest, the uploading, the processing of entries or the processing or judging of Submissions, the announcement of the prize or in any Promotion-related materials; (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 entrant's participation in the Contest or receipt or use or misuse of the prize. Released Parties are not responsible for any unauthorized third-party use of any Submission.

**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 Contest 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 Contest, and in no event will entrants be permitted to obtain attorneys' fees or other legal costs; 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 Contest, 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 entrant is subject to Sponsor's Privacy Policy <http://www.clorox.com/legal/global-privacy> and Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy>.

**14. Winners List:** For a winners list, visit <http://bit.ly/2zkXomp>. The winners list will be posted after winner confirmation is complete.

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