

## **Kingsford Be Nice Get Coal Sweepstakes Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Kingsford Be Nice Get Coal Sweepstakes (the "Sweepstakes") 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"), ePrize, Inc. ("Administrator"), and 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 and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning the prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** The Clorox Company, 1221 Broadway, Oakland, CA, 94612. **Administrator:** ePrize, Inc., One ePrize Drive, Pleasant Ridge, MI 48069.

**3. Timing:** The Sweepstakes begins on December 12, 2013 at 12:00 a.m. Pacific Time ("PT") and ends on January 1, 2014 at 11:59 a.m. PT (the "Promotion Period"). Twitter's computer is the official time-keeping device for the Sweepstakes.

**4. How to Enter:** During the Promotion Period, log-in to or create your Twitter account. Creating a Twitter account is free, but is subject to its terms and conditions (<https://twitter.com/tos>). Your account settings must be set to "unprotected" and/or "public" in order for your Tweets to be viewable by Sponsor and in order to receive a Sweepstakes entry. Take these actions to receive one (1) entry into the Sweepstakes drawing:

- (1) "Follow" @Kingsford on Twitter; and
- (2) Tweet a message including @Kingsford, the hashtag #benicegetcoalsweeps, and the link to the Official Rules: [http://bit.ly/COAL\\_RULES](http://bit.ly/COAL_RULES).

Tweets must be in keeping with Sponsor's image and may not be indecent, obscene, hateful, tortious, defamatory, or libelous or contain material that violates or infringes another's rights, or disparage Sponsor, its products or its services, Administrator or any other person or party affiliated with the Sweepstakes, or contain material that is unlawful in any way. Sponsor reserves the right to disqualify any entrant where it finds the Tweet unlawful, or in violation of these Official Rules, all in its sole discretion.

If entrant posts updates to or receive updates from [www.twitter.com](http://www.twitter.com) via SMS from a wireless phone, message and data rates may apply. Please consult the applicable wireless-service provider regarding its pricing plans.

Limit: Eligible persons may enter one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address or Twitter account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, Twitter 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 or subvert the entry process is prohibited and will result in disqualification and all associated entries will be void. In the event of a dispute as to any registration, the authorized account holder of the email address associated with the Twitter account used to register will be deemed to be the entrant and he/she must comply with these Official Rules. 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 for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

**5. Sweepstakes Drawing:** Sponsor will randomly select the potential Sweepstakes winners from all eligible entries received during the entire Promotion Period, on or around January 3, 2014. The potential winners will receive a direct message from @Kingsford to the Twitter account used to enter the Sweepstakes and follow prize claim instructions provided within the stated time frame, or prize will be forfeited in its entirety. If a potential winner does not respond and comply with the instructions in the message, fails to provide requested information within the required time period (as applicable), or the prize or notification is returned as undeliverable, the potential winner will be disqualified and forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Unclaimed First Prizes will not be awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes. Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes.

**6. Prizes: ONE (1) GRAND PRIZE:** A year's supply of Kingsford charcoal awarded as twelve (12) free product coupons that expire on 12/31/14. Each coupon is valued at up to \$6.99 and redeemable for a 4.2 lb. bag of charcoal. Approximate Retail Value ("ARV"): \$83.88.

**FIVE (5) FIRST PRIZES:** Kingsford hunting cap. ARV: \$22

**FIVE (5) SECOND PRIZES:** A "stocking of coal" prize package include one (1) stocking and a free Kingsford charcoal product awarded as one (1) free product coupon redeemable for 4.2 lb. bag of charcoal (valued at up to 6.99, coupon expires on 12/31/14). ARV: \$9.49 each.

Total ARV of all prizes: \$241.33.

**For all Prizes:** Terms and conditions of coupons apply. Prizes are non-transferable and no substitution or cash redemption will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of comparable or greater value, at its sole discretion. Winners are responsible for all federal, state and local taxes, if any, and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. All prize details are at Sponsor's sole discretion. Limit one (1) prize per person/Twitter account/household.

**7. Release:** By entering, entrant agrees to release and hold harmless Sponsor, Twitter, Inc., Administrator, and their respective parents, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective 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 any prize.

**8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, entry content, opinions and/or hometown and state for advertising, promotional and other purposes in any media and all, now known or hereafter devised, in any manner, worldwide in perpetuity, without further payment or consideration, notification or permission.

**9. 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, unforeseen circumstances, 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 entries 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 by any person 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 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.

**10. 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 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 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 entries, the announcement of the prizes or in any Sweepstakes-related materials; (5) late, lost, undeliverable, damaged, incomplete, inaccurate, stolen, garbled, delayed, misdirected or stolen mail or entries 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 Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, 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.

**11. 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, and in no event will entrant 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 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.

**12. Entrant's Personal Information:** Information collected from entrant is subject to Sponsor's Privacy Policy <http://www.thecloroxcompany.com/legal/privacy/en-us/> and Administrator's Privacy Policy <http://www.eprize.com/privacy-policy>.

**13. Winners List:** For a winners list, visit <http://bit.ly/1bujNti>. The winner list will be posted after winner confirmation is complete.

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