Clorox Ultra Clean Contest Official Rules

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

- 1. Eligibility: Clorox Ultra Clean 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"), its promotional agencies, HelloWorld, Inc., and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee 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, Floor 21, Southfield, MI 48075.
- **3. Agreement to Official Rules:** Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- **4. Timing:** The Contest begins on May 10, 2019 at 12:00:00 a.m. Eastern Time ("ET") and ends on June 10, 2019 at 11:59:59 p.m. ET (the "Contest Period"). Twitter's servers are the official time-keeping device for the Contest.

5. How to Enter:

<u>Participation Requirements</u>: To participate you must have a Twitter account. Twitter accounts are free, but subject to Twitter, Inc.'s terms of service: (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 its agents. If you post or Tweet using your wireless phone, message and data rates may apply. Please consult your wireless-service provider regarding its pricing plans.

<u>Entry Requirements</u>: During the Contest Period, (1) Follow @Clorox on Twitter, and (2) Tweet an original story about your biggest, recent mess and how Clorox Wipes were crucial to the clean-up. Your Tweet must include @Clorox and #UltraMess # Contest (collectively, your "Submission").

Your Tweet may optionally include a photograph but a photograph is not required to enter this Contest. This photograph will not be deemed to be part of the Submission and will not be considered by the Sponsor when determining the winner.

By Tweeting your Submission, you agree that it (and any photograph included) conforms to these Official Rules, including the guidelines, permissions, and content restrictions below. If your Submission (and any photograph included) complies, you will receive one contest entry. Sponsor, in its sole discretion, may disqualify you if it believes that your Submissions fails to conform.

Guidelines:

- The Submission must describe a personal story (it should not reflect a story that happened to someone else);
- The Submission must be a story of a mess that happened within the last five years;
- The Submission must include @Clorox and #UltraMess # Contest; and
- The Submission must be in English.

<u>Permissions</u>: Entrant must have permission from any recognizable individuals who are referenced in the Submission and if a photo is included permission is needed from any individuals included in the photo to use their names and likenesses in the Submission and to grant the rights set forth herein. Minors may only be included in the Submission if entrant is their parent or legal guardian. If requested, entrant must be able to provide such permissions or proof in a form acceptable to Sponsor.

Content Restrictions:

- The Submission must be truthful:
- 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 must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use in his/her Submission in this Contest;
- The Submission must not disparage Sponsor or any other person or party;
- The Submission must not contain material that is inappropriate, offensive, indecent, obscene, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material 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 state where Submission is created.

<u>Limit</u>: Each entrant may upload one (1) Submission during the Contest Period. Submissions received from any person or email address in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. Multiple entrants are not permitted to share the same Twitter account. Any attempt by any entrant to obtain more than one (1) entry by using multiple/different Twitter account, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. In the event of a dispute as to any registration, the authorized account holder of the Twitter 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 Twitter account. Each potential winner may be required to show proof of being the/an authorized account holder. Released Parties (as defined in Section 10, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Submissions or failure to receive Submissions due to limitation of third-party social network platforms; all of which will be void.

- **6. Sponsor's Use of Submissions:** Tweeting 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.
- **7. Winner Determination:** A panel of qualified judges determined by Sponsor in its sole discretion will select the one hundred-one (101) entrants with the highest-scoring Submissions from among all eligible Submissions based on the following criteria ("Judging Criteria"):
 - Quality of Submission: Submission is concise, clear and articulate (60%);
 - Submission demonstrates entrant's passion about the Story (20%); and
 - Submission is Humorous (20%)

Subject to the entrants' compliance with these Official Rules, the entrant whose Submission receives highest score will be deemed the potential Grand Prize winner. The one hundred (100) entrants whose Submissions received the next highest scores, respectively, are the potential First Prize winners. In the event of a tie, the entrant whose Submission received the highest score for "Quality of Submission: Submission is concise, clear and articulate," as determined by the qualified judges in their sole discretion, will be deemed the applicable potential winner from amongst the tied entrants. Sponsor reserves the right to select fewer than one hundred one (101) winners, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. Sponsor will not disclose judging scores.

8. Winner Requirements: Potential winners will be notified starting on or around June 20, 2019. All potential winners will be notified by @Clorox through Twitter and will be directed to a website where they will

be required to provide his/her name, mailing address and date of birth to confirm eligibility and for prize fulfillment purposes within 3 days of the date notice or attempted notice is sent into order to claim the prize. In addition, the potential Grand Prize winner (or parent/legal guardian if winner is a minor in his/her state of residence) 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 Administrator/Sponsor, within seven (7) days of the date notice or attempted notice is sent, in order to claim his/her/the prize. If any potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period, or the prize is returned as undeliverable, the potential winner forfeits his/her/the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain un-awarded.

9. Prizes: ONE (1) GRAND PRIZE: \$10,000 fulfilled as a check. Retail Value: \$10,000. ONE HUNDRED (100) FIRST PRIZES: Twenty-four (24) Clorox Disinfectant Wipe canisters (75 count). Approximate Retail Value: \$120.

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. <u>Limit</u>: One (1) prize per person. Prizes will be fulfilled 8 – 10 weeks after all winners are confirmed.

- **10. Release:** By participating, entrants and winners agree to release and hold harmless sponsor, administrator, twitter, and their advertising and promotions agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, "released parties"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in contest, or possession, acceptance and/or use or misuse of prize or participation in any contest-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action.
- **11. Publicity** Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, including winner's Twitter profile photo, 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.
- 12. 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 winners from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. 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.
- 13. 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; (3) unauthorized human intervention in any part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions, the announcement of the prizes or in any

Contest-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 any prize. Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission.

- 14. Disputes: Except where prohibited, each 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, 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 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.
- **15. Entrant's Personal Information:** Information collected from entrant is subject to Sponsor's Privacy Policy https://www.thecloroxcompany.com/privacy/ and Administrator's Privacy Policy https://www.HelloWorld.com/privacy-policy.
- **16. Winner List:** For a winner list, visit http://bit.ly/2UXucMC. The winner list will be posted after winner confirmation is complete.
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