

P&G Super Bowl LI Sweepstakes available at Kroger

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. Message and data rates may apply. Text **STOP** to 411247 to opt out and to discontinue further participation in the Sweepstakes. Text **HELP** to 411247 for information. If you enter via text-messaging, you will receive 1 text message in response to your entry from an automated system. **Consent is not required to buy goods and services. Participation in the Promotion is subject to the Sponsor's Privacy Policy, http://www.pg.com/privacy/english/privacy_notice.shtml.** You may not be able to participate by text messages through all wireless carriers.

1. Eligibility: P&G Super Bowl LI Sweepstakes available at Kroger (the "Sweepstakes") is open only to legal residents of the Houston metropolitan area ("Houston Area") and the Dallas metropolitan area ("Dallas Area") who are at least eighteen (18) years old at the time of entry. Employees of The Procter & Gamble Distributing, LLC, TPG Rewards, Inc., NFL Entities (defined below), and HelloWorld, Inc., and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members 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 a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: The Procter & Gamble Distributing, LLC, 1 Procter & Gamble Plaza, Cincinnati, OH 45202.
Administrator: HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Sweepstakes begins on November 27, 2016 at 12:00 a.m. Eastern Time ("ET") and ends on January 17, 2017 at 11:59 p.m. ET (the "Promotion Period"). TPG's servers are the official time keeping device for this Sweepstakes.

4. How to Enter: There are two independent Sweepstakes: one (1) for residents of the Houston Area and one (1) for residents of the Dallas Area.

a. Purchase a Qualifying Product:

If you are from the Dallas Area: Purchase any Crest, Head & Shoulders, Old Spice, or Tide product during the Promotion Period from a participating Kroger in the Dallas Area ("Dallas Qualifying Purchase"). A list of participating Dallas Area stores can be found [here](#). Take a photo of the entire receipt that includes at least one (1) Dallas Qualifying Purchase, the Kroger store address/phone number, the date and time of the transaction and the total cost transaction. The photo must be clear and legible. Using a text-messaging capable device, text GAMEDALLAS to 411247. You will receive one (1) response message directing you to <http://rewards.tpgrewards.com/kroger/dallas/> where you will be required to complete an online registration form providing your valid email address. Then, upload a photo of your receipt. You will automatically receive one (1) entry into the Dallas prize drawing for your valid receipt photo submission.

If you are from the Houston Area: Purchase any Crest, Head & Shoulders, Old Spice, or Tide product during the Promotion Period from a participating Kroger in the Houston Area ("Houston Qualifying Purchase"). A list of participating Houston Area stores can be found [here](#). Take a photo of the entire receipt that includes at least one (1) Houston Qualifying Purchase and the store address/phone number the date and time of the transaction and the total cost transaction. The photo must be clear and legible. Using a text-messaging capable device, text GAMEHOUSTON to 411247. You will receive one (1) response message directing you to <http://rewards.tpgrewards.com/kroger/houston/>

where you will be required to complete an online registration providing your valid email address. Then, follow the directions to upload a photo of your receipt. You will automatically receive one (1) entry into the Houston prize drawing for your valid receipt photo submission.

NOTE: You can only receive one (1) entry for each receipt, regardless of the number of Qualifying Purchases included on your receipt.

Message and data rates may apply. Text **STOP** to 411247 to opt out and to discontinue further participation in the Sweepstakes. Text **HELP** for information. Participating carriers include: AT&T Mobility, Verizon Wireless USA, Sprint USA/Boost/Virgin USA, T-Mobile USA/MetroPCS, US Cellular, Cricket (Leap), C Spire, Carolina West Wireless (CWW), CellCom USA, ACS Wireless, AIO Jasper, Advantage Cellular (DTC), Appalachian Wireless, Bandwidth USA, Bluegrass Cellular, Cellular Network Partnership (PIONEER), Cellular One of East Central Illinois, Chat Mobility USA, ClearTalk (Flat Wireless), Coral Wireless (Mobi PCS), Cross Telephone Company (MBO Wireless), Duet IP (Maximum Communications, New Core Wireless), Element Mobile, Epic Touch (Elkhart Telephone), GCI Communications Corp, Golden State Cellular, Illinois Valley Cellular (IV Cellular), Inland Cellular Telephone Company, i Wireless (IOWA Wireless), Keystone Wireless LLC (Immix Wireless), MTA Communications, Mosaic (Consolidated or CTC Telecom), MTPCS (Cellular One Nation), Nex-Tech Wireless, Northwest Missouri Cellular Limited Panhandle Telecommunications Systems (PTCI/PTSI), Peoples Wireless, Pine Cellular, RINA, Revol Wireless USA, Sagebrush Cellular (Nemont), SouthernLinc, SI Wireless (Mobile Nation), SRT, Texas RSA 3 Ltd (Plateau Wireless), Thumb Cellular, Union Telephone Company, United Wireless, Viaero Wireless, West Central Wireless (5 Star Wireless). **Consent is not required to buy goods and services. Participation in the Promotion is subject to the Sponsor's Privacy Policy, http://www.pg.com/privacy/english/privacy_notice.shtml.**

b. Mail in Entry: To enter without purchase or texting, hand print your name, address, day and evening phone numbers, email address, and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to P&G Super Bowl LI Sweepstakes, c/o HelloWorld, Inc., P.O. Box 5029, Department 829150, Kalamazoo, MI 49003-5029.

Include "HOUSTON" on at the bottom of the envelope if you are a resident of the Houston Area and you will receive one (1) entry into the Houston prize drawing. Include "DALLAS" at the bottom of the envelope and you will receive one (1) entry into the Dallas prize drawing. Limit: One (1) entry per envelope. All mail-in entries must be handwritten and must be postmarked by January 17, 2017 and received by January 24, 2017. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Limit: Each entrant may enter up to fifty (50) entries by any method or combination of methods of entry during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, 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. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or entry, the authorized account holder of the email address used will be deemed to be the entrant. The "authorized account holder" of an email address, 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.

5. Winner Determination and Verification: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of potential winners are final and binding in all matters related to the Sweepstakes. Receiving a prize is contingent upon compliance with these Official Rules. Administrator will randomly select a potential Dallas and Houston Sweepstakes winner, from all eligible entries received for each drawing on or around January 30, 2017. The potential winners will be notified by email on or around the date of random drawing. Each potential winner will be required to sign and return a Declaration of Compliance, Liability Waiver, & Publicity Release ("Declaration") to Administrator within one day of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner cannot be contacted, or fails to sign and return the Declaration within the required time period, potential winner forfeits the prize. 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. There will be one (1) alternate drawing after which the prize will remain unawarded.

6. Prizes: TWO (2) GRAND PRIZES (one (1) awarded to resident of Houston Area and one (1) awarded to Dallas Area): Two (2) tickets to Super Bowl LI. Approximate Retail Value: \$2,500. Tickets will be fulfilled on site at the Houston NRG Stadium on the day of the game. The Sponsor is not responsible if the event is delayed, postponed or cancelled for any reason and winner will not be reimbursed for tickets. Ticket seating determined in the sole discretion of Sponsor. Tickets may be subject to standard rain-check policies and procedures. By accepting ticket prize, winner agrees to abide by any terms, conditions and restrictions provided by the ticket. The Sponsor is not responsible if winner does not pick up or use ticket on day of event.

Winners are responsible for transportation and lodging. 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 the 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. Odds of winning the prize depend on the number of eligible entries received during the Promotion Period. Prizes will be fulfilled at the Super Bowl.

7. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, The Kroger Company, TPG Rewards, Inc., The NFL Entities (defined below in Section 14), Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, prize suppliers, advertising/promotion agencies 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 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, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

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 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 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. 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 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 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 cellular networks, phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) 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, unawarded, eligible prize claims.

11. Dispute Resolution: You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Sweepstakes, the Official Rules, or the applicable mobile terms and conditions will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Sponsor or Administrator arising out of, connected to, or in any way related to the Sweepstakes, the Official Rules, or the applicable mobile terms and conditions, you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules or the applicable mobile terms and conditions. You must send the Demand to the following address (the "Notice Address"): Legal Department, HelloWorld, Inc., 3000 Town Center, Floor 21, Southfield, MI 48075. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Administrator, and Sponsor to litigate claims in court and you, Administrator, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer-Related Disputes Supplementary Procedure effective September 15, 2005 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

You agree that you will not file a class action or collective action against Administrator or Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Sponsor's mobile terms and Conditions, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before

the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator, and Sponsor in connection with the Sweepstakes, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, 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.

12. Entrant's Personal Information: Information collected from entrant is subject to, and will be treated in a manner consistent with, the Sponsor's Privacy Policy http://www.pg.com/privacy/english/privacy_notice.shtml. Trust is a cornerstone of our corporate mission, and the success of their business depends on it. Sponsor is committed to maintaining your trust by protecting personal information it collects about you, its consumers.

13. Winner List: For a winner list, visit <http://bit.ly/2fSkdWm>. The winner list will be posted after winner confirmation is complete.

14. NFL Entities Definition and Disclaimer: The National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC, NFL Productions LLC, NFL International LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees are collectively defined as, the "NFL Entities." Entrant irrevocably waives all claims against the NFL Entities and agrees that the NFL Entities will have no liability or responsibility for any claim arising in connection with participation in this sweepstakes or the prizes awarded. The NFL Entities have not offered or sponsored this Sweepstakes in any way.

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