

## Kingsford Toss-a-Day Giveaway Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.** If you request the Sweepstakes URL via text-messaging, you will receive one (1) text message in response to your request from an automated system. **Message and data rates may apply.** Text **STOP** to 89074 to opt out. Text **HELP** to 89074 for information. Consent is not required to buy goods and services. You may not be able to participate by text messages through all wireless carriers. To view Sponsor's Mobile Privacy Policy, <https://www.thecloroxcompany.com/privacy> and Mobile Terms and Conditions [www.helloworld.com/terms](http://www.helloworld.com/terms).

**1. Eligibility:** Kingsford Toss-a-Day Giveaway (the "Promotion") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of The Clorox Company, Merkle Inc., and their parent, subsidiary affiliate companies, suppliers 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 Promotion 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 Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "Sweepstakes") and an instant win game (the "Instant Win Game").

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

**3. Timing:** The Promotion begins on February 26, 2020 at 12:00 a.m. Eastern Time ("ET") and ends on December 31, 2020 at 11:59 p.m. ET (the "Promotion Period").

The **Sweepstakes** begins on February 26, 2020 at 12:00 a.m. ET, ends on November 16, 2020 at 11:59 p.m. ET (the "Sweepstakes Period") and consists of three (3) entry periods (each an "Entry Period"), as outlined below.

Entry Period	Start Date at 12:00 a.m. ET	End Date at 11:59 p.m. ET	Approximate Drawing Date
1	February 26, 2020	May 31, 2020	June 1, 2020
2	June 1, 2020	August 31, 2020	September 1, 2020
3	September 1, 2020	November 16, 2020	November 17, 2020

The **Instant Win Game** consists of three (3) phases (each a "Phase"), as outlined below:

Instant Win Game Phase	Start Date at 12:00 a.m. ET	End Date at 11:59 p.m. ET
1	February 26, 2020	May 31, 2020
2	June 1, 2020	August 31, 2020
3	September 1, 2020	December 31, 2020

Administrator's computer is the official time-keeping device for this Promotion.

**4. How to Enter:** During the Promotion Period, visit <https://www.kingsford.com/100> (the "Website") and follow the links and instructions to register or log in to the Kingsford Rewards loyalty program. Joining the program is free. Then, visit the Cornhole Challenge module. You will advance to the Instant Win Game page and receive one (1) Instant Win Game play for that day. Once on the Instant Win Game page, follow the links and instructions to play the Instant Win

Game. The Instant Win Game results will be instantly displayed. Once you play the Instant Win Game, during the Sweepstakes Period, you will receive one (1) Sweepstakes entry into the applicable Entry Period drawing. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

If you request the Sweepstakes URL via text-messaging, you will receive one (1) text message in response to your request from an automated system. **Message and data rates may apply.** Text **STOP** to 89074 to opt out. Text **HELP** for information. Send questions to [questions@helloworldfulfillment.com](mailto:questions@helloworldfulfillment.com). Participating carriers include: All US Carriers. Consent is not required to buy goods and services. To view the Sponsor's Mobile Privacy Policy, visit <https://www.thecloroxcompany.com/privacy>. To view Mobile Terms and Conditions, visit [www.helloworld.com/terms](http://www.helloworld.com/terms).

Limit: You may play the Instant Win Game one (1) time per day during the Promotion Period; you may enter the Sweepstakes one (1) time per day during the Sweepstakes 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 plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Released Parties (as defined below) are not responsible for lost, late, incomplete, invalid, garbled, inaccurate, delayed, stolen, unintelligible or misdirected registrations, entries, game plays, prize claims or emails or mail, which will be disqualified. In the event of a dispute as to any registration, entry or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player and such individual 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. Potential winners may be required to show proof of being the authorized account holder.

**5. Sweepstakes/Instant Win Game:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sweepstakes: Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the applicable Entry Period, on or around the dates listed in Section 3 above. Non-winning entries from one Entry Period will not carry over into any subsequent Entry Period. Instant Win Game: One thousand seventy-five (175) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period. Instant Win Game prizes will be distributed as outlined below:

<b>Prize Tier</b>	<b>Number of random, computer-generated winning times during Instant Win Game Phase 1</b>	<b>Number of random, computer-generated winning times during Instant Win Game Phase 2</b>	<b>Number of random, computer-generated winning times during Instant Win Game Phase 3</b>
First Prize	8	8	9
Second Prize	17	17	16
Third Prize	333	334	333

If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize indicated.

**6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF**

**THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER AND/OR SWEEPSTAKES WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.**

**7. Verification of Potential Winners:** Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes winners will be notified by mail, email or phone. Each potential Sweepstakes Grand Prize winner (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 and Publicity Release which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner of any prize cannot be contacted or fails to sign and return the Declaration of Compliance, Liability and Publicity Release or fails to provide any other requested information within the required time period (if applicable), or prize or prize notification is returned as undeliverable or a potential winner is not in compliance with these Official Rules, potential winner forfeits the prize. In the event that a potential Sweepstakes 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 for the applicable Entry Period. In the event that a potential Instant Win Game First and Second Prize winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible plays. There will be three (3) alternate drawings after which the prize will remain unawarded. Unclaimed Instant Win Game Third Prizes will not be awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

#### **8. Prizes:**

**Sweepstakes Prizes:** THREE (3) GRAND PRIZES (One (1) available to be awarded per Entry Period): A \$1,000 gift card. Issuer will be determined by Sponsor. Terms and conditions of gift cards apply. Approximate Retail Value ("ARV"): \$1,000. Odds of winning a Sweepstakes prize depend on the number of eligible entries received during the applicable Entry Period. Limit: One (1) Sweepstakes prize per person.

**Instant Win Game Prizes:** TWENTY-FIVE (25) FIRST PRIZES: A Kingsford-branded cornhole game. ARV: \$200.00. FIFTY (50) SECOND PRIZES: A \$100 grocery gift card. Terms and conditions of gift cards apply, including, but not limited to, expiration dates. Exact store will be determined by Sponsor. ARV: \$100. Odds of winning an Instant Win Game prize depend on the number of Instant Win prizes available divided by the number of eligible Instant Win Game plays. ONE THOUSAND (1,000) THIRD PRIZES: A coupon good for \$5 off Kingsford product. Terms and conditions apply. Limit: One (1) Instant Win Game prize per person per Phase.

**For All Prizes:** Prizes are awarded "as is" with no warranty or guarantee, either express or implied. No cash equivalent and all 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 comparable or greater value, at its sole discretion. Winners are responsible for all federal, state and local taxes and other costs or fees associated with prize receipt and/or use not specified herein as being provided. All prize details are at Sponsor's sole discretion. TOTAL ARV OF ALL PRIZES: \$13,000.00.

**9. Release:** By participating entrant agrees to release and hold harmless Sponsor, Administrator, and their respective parents, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies 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

Promotion or receipt or use or misuse of any prize.

**10. Publicity:** Except where prohibited, participation in the Promotion constitutes 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 and all media, now or hereafter devised, worldwide in perpetuity, without further payment, consideration or notification to, or permission from, winner.

**11. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, 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 or Instant Win Game, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the unclaimed/unawarded prizes at random from among the non-suspect, eligible entries and/or plays (as applicable) received up to the time of the impairment or as otherwise deemed fair and appropriate by Sponsor. 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 Instant Win Game or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and avoid all associated entries, game plays or prize claims. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or the Instant Win Game 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.

**12. 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 Promotion; (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 entry process or the Promotion; (4) technical, mechanical, printing, typographical, network, human or other error or problem which may occur in the administration of the Sweepstakes or the Instant Win Game or the processing of entries, game plays or prize claims, or the notification of winners, or the announcement of the prizes or in any Promotion-related materials; 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 Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if 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 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.

**13. 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 Promotion, the Official Rules, or the Administrator's 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 Administrator or Sponsor arising out of, connected to, or in any way related to the Promotion, the Official Rules, or the Administrator's 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 Administrator's Mobile Terms and Conditions. You must send the Demand to the following address (the "Notice

Address”): Legal Department, Merkle Inc., 3000 Town Center, Suite 2100, 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 Administrator'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 Promotion, 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. The place of arbitration shall be Oakland County, Michigan. This arbitration provision shall survive conclusion, modification or termination of the Promotion and suspension, revocation, closure, modification, or amendments to the Official Rules, the Administrator's Mobile Terms and Conditions, and any aspect of the relationship of the parties relating to or arising from participation in the Promotion.

**14. Entrant's Personal Information:** Information collected from entrants is subject to the Sponsor’s Privacy Policy <https://www.thecloroxcompany.com/privacy>.

**15. Winners List:** For a winner list, visit <http://bit.ly/2SGpp4y>. The winner list will be posted after winner confirmation is complete.

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