### OFFICIAL RULES

## ARM & HAMMER™

# **Baking Soda Holiday Contest**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW.

**ELIGIBILITY:** The ARM & HAMMER Baking Soda Holiday Contest (the "**Contest**") is open only to individual, legal residents of the 50 United States and the District of Columbia ("D.C."), who are 18 years of age or older as of the date of entry (19 or older in AL and NE, 21 or older in MS) ("**Entrant**"). Employees, officers and representatives of Church & Dwight Co., Inc. ("**Sponsor**"), Cohen-Friedberg Associates, LLC ("**Administrator**") (collectively, the "**Contest Entities**"), and each of their respective parent companies, affiliates, subsidiaries, advertising, fulfillment and marketing agencies, and members of the immediate families (spouse, parent, grandparent, child, grandchild, sibling and their respective spouses, regardless of where they reside) and households (whether related or not) of any of the above are not eligible to participate in the Contest. Void outside of the 50 United States/D.C. and where prohibited or restricted by law, rule or regulation. The Contest is governed by these Official Rules and is subject to all applicable federal, state and local laws, rules and regulations. Unless otherwise indicated, all language contained herein applies to the Contest. By participating, you agree to be bound by the Official Rules and the decisions of the Sponsor and Administrator, which are final and binding in all respects.

**CONTEST TIMING:** The Contest begins at 12:00:01 a.m. Eastern Time ("ET") on Saturday, October 1, 2022 and ends at 11:59:59 p.m. ET on Saturday, December 31, 2022 (the "Contest Period"). The Sponsor's computer is the official timekeeping device for this Contest. Eastern Time shall control for all purposes of this Contest. All eligible entries will be judged by a pre-defined judging criteria (as later defined in these Official Rules), to determine the winners (each a "Winner").

## **HOW TO ENTER THIS CONTEST:**

To enter visit www.AHhacktheholidays.com during the Contest Period.

- Follow the directions to complete all required information on the entry form, including uploading an eligible submission ("Eligible Entry").
- Agree to the Official Rules and submit completed entry form to receive one (1) entry into the Contest. All Contest entries must be received by 11:59:59 p.m. ET on Saturday, December 31, 2022.

An eligible submission will consist of a photo of your holiday project ("Holiday Project"), along with detailed step-by-step instructions or full recipe for recreating the submitted Holiday Project (an "Eligible Submission").

Your Holiday Project could be a cooking or baking recipe, a craft, a cleaning hack, or other, but it must include the use of ARM & HAMMER™ Baking Soda.

**NOTE:** Photo upload requirements/parameters: Accepted photo formats include .jpg, .png, .bmp or .gif. Photo size should not exceed 20 MB and should be at least 480px by 480px in size.

Once an Eligible Entry has been approved by Sponsor, it may be added to the content gallery on the Contest site. By submitting an entry, you agree that your submission is gratuitous and made without restriction, and will not impose any obligation upon Administrator or Sponsor. Administrator and Sponsor are free to disclose the ideas contained in the Eligible Submission on a non-confidential basis to anyone and are free to otherwise use the Eligible Submission, in whole or in part, without any additional compensation to you. You acknowledge that, by acceptance of your Eligible Submission, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you.

PARTICIPATION IN THIS CONTEST IS AT YOUR OWN RISK. YOU SHOULD NOT ATTEMPT ANY ACTIVITY THAT IS BEYOND YOUR SKILL LEVEL. PARTICIPANTS ACKNOWLEDGE THE INHERENT DANGERS AND RISKS ASSOCIATED WITH UTILIZING INSTRUCTIONS OR RECIPES OF OTHER PEOPLE ("ACTIVITIES"), AND THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF SUCH ACTIVITIES AND PARTICIPANTS ASSUME THESE RISKS AND DANGERS.

#### **Grant of License:**

By submitting an Eligible Entry, each Entrant grants Sponsor and/or the participating partners of the Contest, if any, a perpetual, worldwide, irrevocable, non-exclusive, royalty-free license to transform, edit, modify, reproduce, distribute, transmit, publish, broadcast, perform, display, or otherwise use the Eligible Entry, in whole or in part, including but not limited to, the right and license to use and/or display such Entrant's image, likeness, picture, and/or portrait as may be depicted in the Eligible Entry, in whole or in part, with or without modifications, in any form or medium whether now existing or later developed, for any and all purposes without limitation and without further compensation, notice or approval from such Entrant. Contest Entities do not guarantee the posting of any Eligible Entry on the gallery page and are not liable for the use of any entry by any third party. Contest Entities have the right, but no obligation, to use an Eligible Entry or any portion thereof for any purpose, as they may determine in their sole discretion. Entrant may be required to execute any and all documents deemed necessary or otherwise required by Contest Entities, if any, as determined by Contest Entities in their sole discretion, to effectuate such grant.

Eligible Entry Requirements: Once an Eligible Entry has been submitted, Entrant cannot access/revise its entry in any way. An Eligible Submission must be Entrant's own original work, created solely by Entrant and not created professionally; must be written in English; must not have been previously published, released or distributed in any form; and must not have won any award. Entries must not advertise or promote third parties' goods or services, nor contain any material which violates or infringes any copyright, trademark, trade name, trade secret, right of publicity or privacy or other personal and/or proprietary right of any person or entity. Entries must not use third party artistic works, music, poetry, copyrights, trademarks, trade names, logos, similar brand identifying marks, trade secrets or other proprietary rights. Entrants may however use the Church & Dwight Co., Inc. trademark/products in the Eligible Submission. Components of the Eligible Entry, including the description recipe, or title, may also: feature only the Holiday Project and the Entrant and may not feature any

other person; not contain any personal identification, such as personal names, e-mail addresses or street addresses, without express permission; not contain, mention, refer or otherwise allude to any material, subject or otherwise that is violent, lewd, vulgar, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, racially or morally offensive or otherwise contain inappropriate content or objectionable material; not display or promote nudity, religion, alcohol, illegal activity, drugs or tobacco, firearms/weapons (or the use of any of the foregoing), any activities that appear unsafe or dangerous, or any political agenda or message; and not depict or itself be in violation of any law. Sponsor reserves the right, in its absolute sole discretion, to disqualify any entry that Sponsor believes, in its absolute sole discretion, does not comply with or is in violation of these Official Rules or that otherwise contains prohibited or inappropriate content.

Entrant's Representations and Warranties/Indemnification: By submitting your Eligible Entry, you represent and warrant that with respect to all components of the Eligible Entry: (i) the Eligible Entry is original, (ii) you own the Eligible Entry or otherwise have the right to submit it to the Contest and to grant the rights to the Eligible Entry that are granted by you herein and that such Eligible Entry does not violate or infringe upon the intellectual property rights or other rights of any third party, including but not limited to, rights of privacy and publicity; (iii) the Eligible Entry has not been previously published in any medium; and (iv) the Eligible Entry does not and will not violate any applicable laws and is not and will not be considered defamatory or libelous. Each Entrant hereby agrees to indemnify and hold the Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers, and directors harmless from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the representations, warranties or agreements of Entrant hereunder.

Limit of one (1) unique entry per person per calendar day ET. Limit of one prize per person or household. Entries that are generated by a script, macro, or other automated means and/or otherwise not in compliance with these Official Rules will be disqualified. Automated methods of entry, including entry via third party websites or services, are prohibited. Sponsor and Administrator are not responsible for (a) electronic transmissions or entries that are lost, late, stolen, incomplete, damaged, inaccurate, delayed, garbled, destroyed, misdirected or not received by Sponsor or its agents for any reason; (b) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operations or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries, or for destruction of or unauthorized access to, or alteration of entries; (c) failed or unavailable hardware, network, software or telephone transmissions, damage to entrants' or any other person's computer, mobile device and/or its contents, or causes beyond Sponsor's or Administrator's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of the Contest; (d) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Contest; (e) any typographical or other error in any printing or advertising related to this Contest, in the administration or execution of the Contest, or in the announcement of the prize winners; or (f) cheating or fraud by any Entrant. Sponsor and Administrator are not responsible for any interruptions in phone service, unavailable network, server, Internet Service Provider (ISP), website or other connections that may limit a person's ability to participate in the Contest. In the event of a dispute regarding entries received from multiple users having used the same e-mail account, the authorized account subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider or other organization responsible for assigning e-mail addresses for the applicable domain. Incomplete or otherwise non-compliant entries will be void. Standard data rates may apply if a mobile device is used for Contest entry. Check with your wireless service provider for details. Wireless internet access may not be available in certain areas and is not available on all mobile devices/wireless service providers. All entries become the property of Sponsor and will not be returned or acknowledged.

**JUDGING CRITERIA/WINNER SELECTION**: All Eligible Entries will be judged by the Sponsor or Sponsor designated representatives, as determined by the Sponsor in its absolute sole discretion. Each Eligible Entry will be judged and assigned up to 100 total points based on the following weighted criteria.

- 0-45 points Creativity
- 0-30 points Submission of clear step-by-step instructions or full recipe for recreating the submitted Holiday Project.
- 0-25 points Demonstrates holiday fun.

At the end of the Sponsor's Judging, three (3) Eligible Entrants with the highest total point score will become Winners (pending verification) and assigned to a winning prize category. In the event of a tie, a third party judge selected by the Sponsor will judge the tied entries based on the above criteria to determine the winning entry from the tied entries. The decisions of the Judge are final and cannot be appealed.

Winners will be notified on or about January 10, 2023.

**PRIZES:** No more than the stated number of prizes will be awarded in this Contest. Selected Grand Prize Winner must agree to having their winning Holiday Project remade by a Buzzfeed talent and featured on Buzzfeed's TikTok page in 2023.

One (1) Grand Prize: \$5,000 plus the Holiday Project subject of the winning Eligible Entry remade as a video by a Buzzfeed creator and featured on Buzzfeed's TikTok page in the first quarter of 2023. Approximate retail value ("ARV") of entire prize \$5,000. (For sake of clarity, Grand Prize Winner will not receive any compensation for, and there is no ARV associated with, the remake of its Holiday Project by a Buzzfeed creator or its feature on Buzzfeed's TikTok page)

One (1) First Prize: \$1,000 ARV \$1,000

One (1) Second Prize: \$500 ARV \$500

Sponsor will not replace any lost, mutilated, or stolen prize.

Prizes are not transferrable or assignable. Sponsor reserves the right to substitute any Prize (or portion thereof) for an item of equal or greater value in the event an offered Prize (or portion thereof) becomes unavailable for any reason. Winner will not receive compensation from Sponsor or any other Contest Entities for any Prize that the winner is unable to use for any reason. Winner is responsible for any applicable federal, state, or local taxes on the Prize and will receive a Form 1099 for any Prize valued at \$600 or greater. Sponsor and the other Contest Entities (a) make no

warranty, guaranty or representation of any kind concerning any Prize (or any portion thereof), and (b) disclaim any implied warranty.

**CONTEST PRIZE WINNER NOTIFICATION/VERIFICATION:** Potential Contest prize Winners will be notified by e-mail based on the address used to register for the Contest. Potential prize winners must respond to such e-mail with the requested information within four (4) calendar days from the time at which winner notification is sent by Sponsor or Administrator, or the Prize may be forfeited and awarded to an alternate winner, at Sponsor's sole discretion. Prize winner will be required to complete, sign and return an affidavit of eligibility, liability release and (where lawful) a publicity release and, for prize valued at \$600 or more, an IRS Form W9. Failure to sign and return these documents within the stated deadline may result in forfeiture of the Prize and selection of an alternate potential winner. An alternate winner will be defined as the entry with the next highest judge's total score from among all remaining Eligible Entries received. The Prize will be awarded if properly claimed. Noncompliance by date specified for the return of the documents or return of these documents or any Prize or prize notification as undeliverable, will result in disqualification. Sponsor and the other Contest Entities are not responsible for any change of email address, inactive e-mail accounts, a potential Winner's failure to monitor its e-mail account or e-mails not received due to spam filters or other technical issues outside their control. Prize will be awarded assuming a sufficient number of Eligible Entries are received, and the Prize is properly claimed.

**PUBLICITY:** Acceptance of a prize by a Winner constitutes permission for the Contest Entities and each of their respective advertising and promotional agencies to use such Winner's name, address (city and state), likeness and/or voice for advertising and promotional purposes for this Contest only, without additional compensation, permission or notification, except as otherwise prohibited by law.

**PRIVACY POLICY:** Please see the privacy policy located at <a href="https://churchdwight.com/privacy-policy.aspx">https://churchdwight.com/privacy-policy.aspx</a> for details of Sponsor's policy regarding the use of personal information collected in connection with this Contest. If you are selected as a winner, your information may also be included in a publicly-available winner's list.

By participating in the Contest, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy. You are supplying information to the Sponsor.

**GENERAL TERMS AND CONDITIONS:** By participating in this Contest, entrants and prize winners agree to be bound by these Official Rules and the decisions of the Sponsor, which are final in all respects and not subject to appeal. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules, any related abbreviated rules or other statements contained in any Contest-related materials, including, but not limited to, any entry form, point-of-sale material, or television, print or online advertising, the terms and conditions of these Official Rules shall govern. Sponsor reserves the right to disqualify permanently from this Contest any entrant it believes has violated these Official Rules. Neither Sponsor nor anyone acting on its behalf will enter into any communications with any entrant regarding this Contest, except as expressly set forth in these Official Rules. Failure to comply with these Official Rules may result in disqualification from the Contest. All Contest materials are subject to verification and

are void if (i) not obtained in accordance with these Official Rules and through legitimate channels, (ii) any part is counterfeited, altered, defective, damaged, illegible, reproduced, tampered with, mutilated or irregular in any way, (iii) are obtained where prohibited, or (iv) they contain printing, typographical, mechanical, or other errors. Entrants assume all risk of loss, damage, destruction, delay or misdirection of Contest materials submitted to Sponsor. Sponsor may prohibit an Entrant from participating in the Contest or winning a Prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants, Sponsor, or any other Contest Entity. If for any reason this Contest or any portion thereof is not able to be conducted as planned and/or is compromised, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which, in the sole opinion and discretion of Sponsor corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and, in the event of cancellation/termination/suspension, Judge from among those Eligible Entries received up to the cancellation/termination/suspension date to award the prizes. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY PERSON RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.

**RELEASE OF LIABILITY/INDEMNIFICATION:** By participating in the Contest, entrants and prize winners agree to release, discharge, indemnify and hold harmless the Contest Entities and each of their respective owners, general and limited partners, officers, directors, employees, representatives and agents (collectively, the "**Released Parties**") from and against any claims made by any Entrant, prize winner, or any other third parties, related in any way to the operation of this Contest as well as any other claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from receipt, acceptance, possession, misuse or use of a Prize (or portion thereof) or any travel or participation in any promotion or Prize related activity or participation in this Contest.

**DISPUTES:** Except where prohibited, each Entrant agrees (i) any and all disputes, claims, and causes of action arising out of or connected with this Contest or any Prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the federal or state courts in the State of New Jersey; entrants hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non conveniens or lack of personal jurisdiction that they may have; (ii) 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 (iii) under no circumstances will entrant be permitted to obtain an award for, and each entrant hereby waives all rights to claim, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses. All claims or disputes related to or involving these Official Rules, and/or this Contest shall be

governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of New Jersey.

**WINNERS LIST:** To obtain the name of the winners, send a self-addressed stamped envelope to: ARM & HAMMER Baking Soda Holiday Contest Winners, P.O. Box 2001, Framingham, MA 01703-2001. All such requests must be received by 1/31/23.

**SPONSOR:** Church & Dwight Co., Inc., 500 Charles Ewing Blvd., Ewing, NJ 08628. **ADMINISTRATOR**: Cohen-Friedberg Associates, LLC, Framingham, MA 01702. www.cfapromo.com

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