ARM & HAMMER[™] Cat Litter Happily Furever After Sweepstakes

OFFICIAL RULES

No purchase necessary to enter or win. A purchase will not increase your chances of winning. Void where prohibited.

Use of Personal Data. Sponsor and Administrator will be collecting personal data about Entrants online, in accordance with their respective privacy policies. Please review Sponsor's privacy policy at https://churchdwight.com/privacy-policy.aspx and Administrator's privacy policy at https://cfapromo.com/privacy/. By participating in the Sweepstakes, Entrants hereby agree to Sponsor's and Administrator's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's and Administrator's respective privacy policy.

1. ENTRY PERIOD:

The "ARM & HAMMER[™] Happily Furever After Sweepstakes" ("**Sweepstakes**") Entry Period begins at 12:00:01 a.m. Eastern Time ("**ET**") on Friday, December 1, 2023 and ends at 11:59:59 p.m. ET on Friday, December 8, 2023 ("**Entry Period**"). The Sweepstakes will consist of three (3) random drawings (each a "**Drawing**") to award three (3) Entrant prizes and three (3) associated Eligible Shelter prizes (each a "**Prize**"). The Drawings will be conducted by the Administrator on or about Thursday, December 14, 2023 from all eligible entries received during the Entry Period. The Sponsor's designated server will be the official timekeeper for this Sweepstakes.

2. <u>ELIGIBILITY</u>:

The Sweepstakes is open only to legal residents of the fifty (50) United States and Washington, D.C. (i.e., excluding Guam, Puerto Rico and all other U.S. territories and possessions), who are physically located and residing therein, who are eighteen (18) years of age (or the age of majority in the state you reside), whichever is older at the time of entry (**"Entrant"**).

Employees of Church & Dwight Co., Inc., Princeton South Corporate Center, 500 Charles Ewing Blvd., Ewing, NJ 08628 (the **"Sponsor")**, and/or Cohen-Friedberg Associates, LLC, E. Falmouth, MA 02536 www.cfapromo.com (the **"Administrator"**), PureRED, and each of their respective parents, affiliates, subsidiaries, advertising and promotion agencies, retailers, distributors and suppliers (collectively the **"Sweepstakes Entities"**), and the immediate families (spouse, parents, children and siblings and their respective spouses, regardless of where they reside) and individuals living in the same households of any of the foregoing individuals, whether or not related, are ineligible to participate or win a Prize. This Sweepstakes is governed by these Official Rules and is subject to all applicable federal, state and local laws and regulations. Void where prohibited. By entering, you agree to fully comply with the Official Rules and you (or your parent/legal guardian on your behalf if you are under the age of majority in your state of legal residence) represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Sweepstakes.

3. HOW TO ENTER:

SWEEPSTAKES OBJECTIVE: Inspire people to nominate a local shelter for its chance to win a \$5,000 donation from ARM & HAMMER Cat Litter to help purfectly impurfect shelter cats find their Happily Furever After. "Purfectly imperfect" is defined as cats that are often overlooked for adoption because of their age, appearance, or misunderstood personalities.

<u>An "Eligible Shelter"</u> will be defined as a shelter and/or charitable organization that falls under section 501(c)(3) of the Internal Revenue Code and is an establishment in good reputable standing, maintained by local government or supported by charitable contributions, that provides a temporary home for dogs, cats, and other animals that are offered for adoption.

To submit an eligible entry:

- Visit <u>Sponsor's Sweepstakes entry page</u> at www.felinegenerous.com during the Entry Period.
- Complete the online official entry form with all required information found on the entry page, including uploading a photo or short video of your own adopted purfectly impurfect cat along with the name of the local Eligible Shelter (defined above) that you are nominating for its chance to win. Photos must be submitted in .JPG, .GIF, or .PNG format. Video submissions may not exceed 30 seconds in length.
- Complete your entry by agreeing to the Official Rules and submit.
- To be eligible, entries must comply with the Eligible Entry Requirements set forth below.

NO ENTRY WILL BE JUDGED AS THIS IS A RANDOM DRAWING SWEEPSTAKES!

LIMIT: One (1) Entry per person per nominated Eligible Shelter. LIMIT: One (1) Prize per winning Entrant. LIMIT: One (1) Prize per winning Eligible Shelter.

Sponsor reserves the right to cancel or modify the Sweepstakes if fraud or technical failures destroy the integrity of the Sweepstakes, as determined by the Administrator and Sponsor in their sole discretion, and in the event of cancellation, to award the prizes in a random drawing from all eligible entries received prior to the cancellation.

License:

By submitting an eligible entry, each Entrant grants Sponsor and/or the participating partners of the Sweepstakes, 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, 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.

Eligible Entry Requirements: Submitted photos and videos must be Entrant's own original work, created solely by Entrant and not created professionally; 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. Components of the eligible entry, including the description or title, may also: feature only the Eligible Shelter and the Entrant and may not feature any other person or organization, may not contain any personal identification, such as personal names, email 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 sole discretion, to disgualify any entry that Sponsor believes, in its 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 entry, you represent and warrant that with respect to all components of the entry: (i) you obtained all necessary permissions and consents from the Eligible Shelter to include them in your entry and to grant the associated license and other rights granted by Entrant herein with respect thereto as applicable to the associated Eligible Shelter, including the use of the Entrant's and Eligible Shelter's name in the entry and the public posting or use of the entry online on the Sponsor's Gallery Page (if any) or otherwise; (ii) the entry is original, (iii) 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; (iv) the entry has not been previously published in any medium; (v) the entry does not and will not violate any applicable laws and is not and will not be considered defamatory or libelous; and (vi) the shelter subject of your entry qualifies as an Eligible Shelter that is eligible as defined by these Official Rules. 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.

Additional Entry Notes: Once an entry has been submitted, Entrant cannot access/revise its entry in any way. Entries made on another's behalf (excluding the Eligible Shelter), by any other individuals or any other entity, including but not limited to commercial sweepstakes/contest subscription notification and/or entering services, will be declared invalid and disqualified for this Sweepstakes. Tampering with the entry process or the operation of the Sweepstakes is prohibited and any entries deemed by the Administrator and Sponsor, in their sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who

actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

Release of Liability: By entering, all Entrants release and hold harmless the Sponsor, and Administrator and each of the Sweepstakes Entities and each of their respective employees, officers, directors and agents from and against all claims, loss, harm, injury, cost, expense and damages whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, arising in connection with each Entrant's participation and/or entry in the Sweepstakes and/or Entrant's nomination and/or his/her Eligible Shelter's receipt or use of the Prize awarded in this Sweepstakes or participation in any Sweepstakes-related or prize-related activity.

Sponsor is not responsible for problems downloading or uploading any photo or video and/or any other Sweepstakes related information or documents to or from the website or for any other technical malfunctions or failures of electronic equipment, computer on-line systems, servers or providers, computer hardware or software, or phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an Entrant's ability to participate in this Sweepstakes.

Although it is free to enter the Sweepstakes, if you opt to access the Sweepstakes via your wireless mobile device, data rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Sweepstakes. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions. Sponsor is not responsible for any charges.

Sweepstakes Entities do not guarantee the posting of any entry and are not liable for the use of any entry by any third party. You acknowledge and agree that the Sweepstakes Entities do not now or in the future have any duty or liability, direct or indirect, vicarious, contributory or otherwise, with respect to the infringement or protection of any copyright in and to any entry submission.

4. WINNER SELECTION:

A Random Drawing will be conducted by the Administrator on or about Thursday, December 14, 2023, from all eligible entries submitted during the Entry Period.

5. PRIZES/APPROXIMATE RETAIL VALUE ("ARV"):

Three (3) Entrant Prizes: Each Winner will receive the following:

One (1) year's supply of ARM & HAMMER™ Cat Litter. ARV \$324.87. Prize will be awarded in the form of twelve coupons (redeemable wherever ARM & HAMMER Cat Litter is sold) each in value not to exceed \$27.07). Terms and conditions of the coupons apply.

Three (3) Shelter Prizes: Each winning shelter will receive \$5,000. Prize awarded by check payable to the winning Eligible Shelter.

Total ARV of all Sweepstakes Prizes is \$15,974.61

The Prize Winning Shelters will be required to submit an affidavit of eligibility/release of liability/prize acceptance agreement, a W-9 request for tax payer identification (the "**Prize Acceptance Release**") and return same within five (5) business days with all required information before being eligible to receive the Prize.

Any and all federal, state and local taxes on any prize (if any) are the sole responsibility of the prize Winner. Sponsor will not replace any lost, mutilated or stolen prize. Any portion of a prize not accepted or unclaimed and/or unused by a Winner will be forfeited and will not be substituted. No transfer, substitution, cash redemption (excluding cash portion of any prize) or replacement of Prize permitted, except that Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value (or cash equivalent).

Prize will be awarded only if the prize Winner fully complies with these Official Rules. Sponsor or Sponsor's representative reserves the right to deny the prize to Winner, with no further compensation, if Winner engages in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

6. WINNER NOTIFICATION:

Conduct of the Sweepstakes is under the supervision of the Administrator. The Entrants who submitted the winning entries and associated winning Eligible Shelter, will be notified by email using the contact information provided at the time of entry within two (2) business days of the Drawing, and will be required to provide contact information for the Eligible Shelter associated with their entry. Administrator and Sponsor shall have no liability for any potential winning notification that is lost, intercepted or not received by the Entrant whose entry was selected as a winning entry or by any potential prize Winner for any reason. If, despite reasonable efforts, any Entrant whose entry was selected as a potential Winner does not respond within (5) calendar days of the first notification attempt, or if the prize notification or Prize is returned as undeliverable to such potential Winner, the Entrant whose entry was selected as a winning entry will forfeit the opportunity for the Eligible Shelter subject of his/her entry to receive a Prize, the potential Winner will forfeit the Prize, and an alternate entry may be randomly selected from the remaining entries. If any potential prize Winner is found to be ineligible, or if the winning Entrant or potential prize Winner has not complied with these Official Rules or declines a Prize for any reason prior to award, such Entrant and Eligible Shelter will be disgualified and an alternate Winner may be selected from the remaining entries.

7. PUBLICITY RELEASE/ASSIGNMENT OF RIGHTS:

Acceptance of any Prize constitutes the winning Entrant's and Eligible Shelter's permission for the Sweepstakes Entities to use Entrant's entry materials, in whole or in part, and Entrant's and prize Winner's name, photograph, likeness, voice, biographical information, statements and city and state of residence (collectively, the "**Attributes**"), for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization, (except where prohibited by law), and releases the Sweepstakes Entities from all claims arising out of the use of such Attributes.

Each Entrant: (i) grants to the Sponsor, in perpetuity, a non-exclusive, royalty-free license to publish, display, reproduce, modify, edit or otherwise use his/her Attributes, in whole or in part, for advertising or promoting the Sweepstakes, the Sweepstakes Entities or for any other reason; (ii) waives all moral rights in and to his/her Attributes in favor of the Sponsor; and (iii) agrees to release and hold harmless the Sweepstakes Entities from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action that relate in any way to the entry, entrant's photo/video entry submission, the use of the Attributes as permitted hereunder or the Sweepstakes. The Sponsor/Administrator reserves the right, in its/their sole and absolute discretion and at any time during the Sweepstakes, to modify, edit or remove any photo or video, if a complaint is received with respect to the entry, or for any other reason. If such an action is necessary, then the Sponsor reserves the right, in its sole and absolute discretion, to remove and disqualify the entry from the Sweepstakes.

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.

8. <u>DISQUALIFICATION</u>:

Administrator and Sponsor reserve the right in their sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to disparage, annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No incomplete, forged, software-generated or other automated multiple entries will be accepted.

9. <u>SEVERABILITY:</u>

The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

10. LIMITATION OF LIABILITY:

Sponsor, Administrator, and the Sweepstakes Entities are not responsible for, and Entrant hereby releases Sponsor, Administrator, and the Sweepstakes Entities from any claims arising from: (i) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iii) unauthorized human intervention in any part of the entry process or the Sweepstakes; (iv) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries; (v) any injury or damage to persons or property, including but not limited to Entrant's computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes: and (vi) Winner's receipt or use of any Prize.

- 12. 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 appropriate federal or state court of the State of New Jersey and Entrant hereby submits to the exclusive jurisdiction of such courts and waives any objection it might have based upon improper venue or inconvenient forum; and (2) unless otherwise prohibited, 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. 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 New Jersey, without giving effect to any choice of law or conflict of law rules (whether of the State of New Jersev or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.
- 13. <u>WINNERS LIST</u>: To obtain the name of the Winners, send a self-addressed stamped envelope to: ARM & HAMMER[™] Happily Furever After Sweepstakes Winners, PO 368, E. Falmouth, MA 02556. All such requests must be received by 12/30/23.

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The use of any shelter name or trademark in connection with any of the entries is solely for the purpose of participating in this Sweepstakes and is not intended to suggest any affiliation or sponsorship.