ARM & HAMMER[™] Clump & Seal[™] Cat Loved Challenge

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 Contest, 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™ Clump & Seal™ Cat Loved Challenge" ("Contest") Entry Period begins at 12:00:01 a.m. Eastern Time ("ET") on Monday, June 3, 2024 and ends at 11:59:59 p.m. ET on Friday, July 12, 2024 ("Entry Period"). Winning Entries will be announced on or about Wednesday, July 17, 2024. All eligible entries (as later defined below) will be judged by the Judges based on pre-defined criteria as later described in these Official Rules, to determine up to three (3) winning entries (each a "Winner"). Sponsor's designated server will be the timekeeper for this Contest.

2. ELIGIBILITY:

The Contest 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, and who use ARM & HAMMER Clump & Seal Cat Litter ("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 "Contest 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 Contest 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 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 Contest.

3. HOW TO ENTER: There is one (1) way to enter this Contest.

Contest Objective: Create a video showing how much your cat loves ARM & HAMMER Clump & Seal™.

TikTok Entry Method: To participate via the TikTok Entry Method, you must have an account with TikTok ("**TikTok**"). If you do not already have an account, you may download the free app in the Apple or Google Play App Stores. To receive one (1) entry into the Contest via the TikTok Entry Method, during the Entry Period, you must take all of the following actions: (1) follow

@armandhammercat on TikTok; and (2) create and post an Eligible Video (no longer than sixty (60) seconds in length) (the "Video") that shows how much your cat loves ARM & HAMMER Clump & Seal™ (product must be shown in the Video). To qualify as an Eligible Entry, (i) your TikTok settings must be set to public, (ii) your Video must comply with the additional Video Entry Requirements set forth below, and (iii) your Video must tag @armandhammercat and include the mandatory hashtag #CatLovedChallenge. Terms and conditions of TikTok use apply.

LIMIT: One (1) Entry per person/per day/per social media account during the Entry Period.

LIMIT: One (1) Prize per person or household

Sponsor reserves the right to cancel or modify the Contest if fraud or technical failures destroy the integrity of the Contest, as determined by the Administrator and Sponsor in their sole discretion, and in the event of cancellation, to award the prizes by judging all eligible entries received prior to the cancellation using the judging criteria and winner selection method described below.

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 such Entrant's image, likeness, and/or voice 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.

Video Entry Requirements: Submitted videos must be Entrant's own original work, created solely by Entrant and not created professionally; must be 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. Components of the eligible entry, including the description or title, may also: feature only the Entrant and may not feature any other person or organization, 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 shows cats defecating and/or urinating in the litter, depicts used litter or scooping out clumps, shows other products other than Clump & Seal™ or is violent, lewd, vulgar, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, racially or morally offensive or otherwise contains 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 disqualify 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.

By submitting an Eligible Entry, each Entrant agrees, represents and warrants that it will comply with these Official Rules and 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, 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 Contest. Tampering with the entry process or the operation of the Contest 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.

Entrant's Release of Liability: All Entrants release and hold harmless the Sponsor, Administrator, each of the Contest Entities, TikTok, Inc. 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 Contest and/or Entrant's receipt or use of the Prize awarded in this Contest or participation in any Contest-related or prize-related activity.

Sponsor is not responsible for problems downloading or uploading any video and/or any other Contest related information or documents to or from the entry 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 Contest.

Although it is free to enter the Contest, if you opt to access the Contest 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 Contest. 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.

Contest 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 Contest 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.

<u>4. JUDGING CRITERIA/WINNER SELECTION:</u> All Eligible Entries will be judged by the Judges, as selected by the Sponsor in its absolute sole discretion, based on the following equally weighted criteria:

- 50% based on the cat's expression of love.
- 50% based on creativity.

At the end of the Judging period, the top three (3) Entries with the highest Judges' scores will be the Winners (see Rules #5 Prizes). In case of a tie, the Sponsor will select a third-party Judge (at its absolute sole discretion), to judge the tied Entries, based on the same criteria, to determine the Winning entry. Judges scores will not be revealed to the public. The decisions

of the Judges are final and cannot be appealed. Sponsor reserves the right, in its sole discretion, to select less than three (3) Winners in the event that an insufficient number of Eligible Entries are received.

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

Up to Three (3) Prizes available to be won: Each winner will receive the following:

- The opportunity for winner's winning Video to be edited for Sponsor's use on a billboard in a major U.S. city (cities). Editing, location, length of time and posting date on a billboard to be determined by the Sponsor in its absolute sole discretion.
- \$1,000 (payable by check in the name of the Winner).
- A one (1) year supply of free ARM & HAMMER Clump & Seal Cat Litter (awarded as twelve (12) coupons redeemable wherever Clump & Seal is sold). Terms and conditions of the coupons apply. ARV \$325.

Total ARV of all Contest Prizes is \$3,975.

Prize Winner 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 Contest is under the supervision of the Administrator. The winning entries will be notified by Direct Message ("**DM**") on TikTok using the contact information provided at the time of entry within two (2) business days of determining the Winning entries. The DM will require a reply containing Winner's Email address and Entrant's name. 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) business 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 to receive a Prize, the potential Winner will forfeit the Prize, and the Eligible Entry with the next highest Judges' score will be declared an alternate winner to receive the Prize. 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 will be disqualified and an alternate Winner may be selected using the judging criteria and winner selection process described in these Official Rules.

7. PUBLICITY RELEASE/ASSIGNMENT OF RIGHTS:

Acceptance of any Prize constitutes the winning Entrant's permission for the Contest Entities to use Entrant's entry materials, in whole or in part, and Entrant's and winning cat'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 Contest 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 Contest, the Contest 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 Contest 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 Video entry submission, the use of the Attributes as permitted hereunder or the Contest. The Sponsor/Administrator reserves the right, in its/their sole and absolute discretion and at any time during the Contest, to modify, edit or remove any 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 Contest.

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. DISQUALIFICATION:

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 Contest, 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 Contest, 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. SEVERABILITY:

The invalidity or unenforceability of any provision of these Official 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 Contest Entities are not responsible for, and Entrant hereby releases Sponsor, Administrator, and the Contest 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 Contest; (iv) electronic or human error which may occur in the administration of the Contest or the processing of entries; (v) any injury or damage to persons or property, including but not limited to Entrant's computer, mobile device, hardware or software, which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest: and (vi) Winner's receipt or use or misuse of any Prize.

- 11. <u>DISPUTES</u>: Except where prohibited, 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 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 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 (whether of the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.
- 12. <u>WINNERS LIST</u>: To obtain the name of the Winners, send a self-addressed stamped envelope to: ARM & HAMMER[™] Clump & Seal Cat Loved Challenge Contest Winners, PO Box 368, E. Falmouth, MA 02556-0368. All such requests must be received by 7/29/24.
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The use of any name or trademark in connection with any of the entries is solely for the purpose of participating in this Contest and is not intended to suggest any affiliation or sponsorship.

This Contest is in no way sponsored, endorsed or administered by, or associated with, TikTok. TikTok has no obligation for the conduct of the Contest or the awarding of any prize.