Church & Dwight Purrfectly Impurrfect Shelter Cat Contest ("Contest")

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 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 privacy policy.

1. Entry Date:

The "Church & Dwight Purrfectly Impurrfect Shelter Cat Contest" Entry Period begins at 12:00:01 a.m. Eastern Time ("ET") Monday, October 26, 2020 and ends at 11:59:59 p.m. ET Monday, November 30, 2020 ("Contest Entry Period"). The Sponsor will Judge all entries based on a pre-defined criteria (as later described in these Official Rules) to determine three (3) prize winning entries (each a "Winner"). Winning entries will be announced on or about Thursday, December 8, 2020. The Sponsor's designated server will be the official 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 older at the time of entry.

Employees of Church & Dwight Co., Inc., 500 Charles Ewing Blvd., Ewing, NJ 08628 (the "Sponsor" & "Judge"), and/or Cohen-Friedberg Associates, LLC, Framingham, MA 01702 www.cfapromo.com (the "Administrator"), 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 subject to all applicable federal, state and local laws and regulations. Void where prohibited.

3. HOW TO ENTER:

BONUS: The first one hundred (100) Eligible Entries received will be rewarded with \$100 in ARM & HAMMER™ cat litter coupons. Terms and conditions of the coupon apply. LIMIT: Sponsor reserves the right to limit Bonus Coupons to one (1) per person at the Sponsor's sole discretion.

- Visit the Sponsor's Contest entry page at www.felinegenerousstories.com (the "Contest Entry Page") during the Contest Entry Period.
- Complete the online official entry form with all required information found at the Entry Page, including uploading your Eligible Entry. Complete your entry by agreeing to the Official Rules and submit. Your entry will be reviewed for compliance and if approved will be entered in to the Contest judging process. All entries may appear on the Sponsor's Gallery Page at www.felinegenerousstories.com.

ELIGIBLE ENTRY: Nominate a shelter cat from an "Eligible Shelter" (defined below) by uploading a photo or video of the nominated cat and sharing a story (not to exceed 150 words), about why the nominated cat is purrfectly impurrfect and why you were inspired to nominate that shelter cat ("Eligible Entry"). Complete the nomination by agreeing to the Official Rules and submit. Nominations may be made by an "Eligible Shelter" (defined below) or by a consumer (each, an "Entrant").

An "Eligible Shelter" will be defined as a shelter and/or charitable organization that falls under section 501(c)(3) that 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 ("Eligible Shelter").

LIMIT: One (1) Entry per person per nominated cat.

LIMIT: One (1) Prize per Eligible Shelter and per nominated cat.

All entries must be received by 11:59:59 p.m. ET Monday, November 30, 2020 to be included in the judging process. Entries will only be accepted in English. Entries submitted in other forms such as poems or songs will not be considered. Sponsor reserves the right to choose fewer than three (3) winning Entries if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries.

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 to award the prizes based on the judging criteria set forth in these Official Rules 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 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, 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.

Requirements for Eligible Entry, including the video or photo: Videos may not exceed :30 seconds in length (20MB or less). Photos may be in black and white or color

in hi-res jpg, png, gif, or tiff (less than 20MB and at least 480px by 480px). Videos and photos 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. Entrants may however use the Church & Dwight Co., Inc., trademark/products in the video/photo. Components of the Eligible Entry, including the video or photo, description or title, may also: feature only the nominated cat and may not feature any person, 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 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.

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, including the video or photo: (i) the Eligible Entry is original, (ii) you own the Eligible Entry or otherwise have the right to submit it to the Contest 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; (iv) the Eligible Entry does not and will not violate any applicable laws and is not and will not be considered defamatory or libelous; and (v) you have submitted/nominated a shelter cat that is eligible for adoption. 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.

Entry Notes: Once an Eligible Entry has been submitted, Entrant cannot access/revise its entry in any way. Entries made on another's behalf (excluding the nominated shelter cat), 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.

Release of Liability: By entering, all Entrants release and hold harmless the Sponsor, Judge and Administrator and each of the Contest 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 Contest and/or his/her 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 of a video, photo and/or any Contest related information to or from the web site or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, 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 Eligible Entry and are not liable for the use of any video or photo by any third party. You acknowledge and agree that 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 Eligible Entry submission. By entering, Entrant unconditionally assigns and transfers to Sponsor all rights, title, interest and claim, which it now has or may in the future have to his/her Eligible Entry and any element(s) embodied therein. Sponsor and its designees shall have the right to edit, publish, use, adapt, reproduce, exploit, modify or dispose of any entry and all elements of such entry, online, in print, film, television, or in any other media now or hereafter known throughout the world.

- 4. JUDGING CRITERIA: All Eligible Entries will be judged based on the following weighted criteria in each Category:
 - 60% What makes your feline shelter nominee Purrfectly Impurrfect?
 - 40% What inspired you to nominate this specific shelter cat?

At the end of the Sponsor's Judging, the top three (3) Eligible Entrants that received the highest cumulative score will become the winners. 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.

5. WINNER ANNOUNCEMENT:

Winners will be announced on or about Thursday, December 8, 2020.

6. PRIZE/APPROXIMATE RETAIL VALUE ("ARV"): Only the prizes (each a "Prize") listed below will be awarded in this Contest.

Three (3) Grand Prize Packages:

Grand Prize package includes the following:

- The Eligible Shelter subject of the winning nominated shelter cat entry (the "Winning Shelter") will receive a \$10,000 donation from Church & Dwight. ARV \$10,000.
- The Winning Shelter of the nominated shelter cat will receive the services of behaviorist Pam Johnson-Bennett, a Certified Cat Behavior Consultant, to help select a family of the shelter to receive Pam's services. ARV \$425.

Total ARV of each winning Prize Package is \$10,425. Note: If the adoptive family of the shelter cat prefers to forgo the behaviorist's training or transition support, this portion of the prize may be forfeited and become unawarded.

The Grand Prize winners 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. In addition, the Grand Prize Winner will be required to cooperate with the Sponsor to secure any required documentation from the winning adoptive family.

Any and all federal, state and local taxes on any prize (if any) are the sole responsibility of the prize winner. 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 portions of the prize package 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.

7. WINNER NOTIFICATION:

Conduct of the Contest is under the supervision of the Administrator and Judge. Prize winner will be notified by phone and/or by email or mail or express mail using the contact information provided at the time of entry. Administrator and Sponsor shall have no liability for any potential prize winning notification that is lost, intercepted or not received by any potential prize winner for any reason. If, despite reasonable efforts, any potential prize winner does not respond within (5) calendar days of the first notification attempt, or if the prize notification or prize is returned as unclaimed or undeliverable to such potential prize winner, the potential prize winner will forfeit his or her prize and an alternate winner may be selected from the remaining eligible entries with the next highest cumulative score. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential prize winner will be disqualified and an alternate winner may be selected from the remaining eligible entries with the next highest cumulative score.

8. PUBLICITY RELEASE/ASSIGNMENT OF RIGHTS:

Acceptance of any prize constitutes prize winner's and prize recipient's permission for the Contest Entities to use prize winner's entry materials, in whole or in part, and the name, photograph, likeness, voice, biographical information, statements and city and state of residence (collectively, the "Attributes") of winner and prize recipient, 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 photo/video and the 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 photo/video, 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 photo or video, if a complaint is received with respect to the Eligible 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 the photo or video 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. Administrator and Sponsor are free to disclose or otherwise disclose the ideas contained in the video on a non-confidential basis to anyone and are free to

otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your 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.

9. **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.

10. SEVERABILITY:

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.

11. LIMITATION OF LIABILITY:

Sponsor, Administrator, Judges and the Contest Entities are not responsible for, and Entrant hereby releases Sponsor, Administrator, Judges 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, hardware or software, which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest: and (vi) receipt or use of any prize.

13. <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: Church & Dwight Purrfectly Impurrfect Shelter Cat Contest Winners, PO Box 2312, Framingham, MA 01703-2312. Winners list will be available after 1/12/21. All such requests must be received by 1/19/21.

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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 Contest, and is not intended to suggest any affiliation or sponsorship.