## ARM & HAMMER<sup>TM</sup> "MORE POWER TO YOU" CONTEST OFFICIAL RULES

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A purchase or payment will not improve your chances of winning. The Contest entry period starts on August 21, 2019 at 5:00 P.M. Eastern Time ("ET") and ends on December 31, 2019 at 5:00 P.M. Eastern Time ("ET") (the "Promotion Period"), when all entries must be received. Eastern Time shall control for all purposes of this Contest. Sponsor's clock shall be the official timekeeper for the Contest. The Contest is governed by these Official Rules and is subject to all applicable federal, state and local laws. Void where prohibited.

- 1. Eligibility. The Contest is open only to legal residents of the fifty (50) United States and District of Columbia, who are 18 years of age or older at the time of entry. Employees of Church & Dwight Co., Inc. ("Sponsor"), The VIA Group LLC d/b/a The VIA Agency ("VIA Agency"), and their respective parent companies, subsidiaries, divisions, affiliates and advertising or promotional agencies, and the immediate family and household members of such individuals, as well as members of the Screen Actors Guild or any other union or organization that would affect the winner's ability to participate in the prize on the terms and conditions set forth in the Official Rules, are not eligible to enter or win. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three months a year, whether related or not. In order to enter the Contest or receive the prize, you must fully comply with the Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of Sponsor, whose decisions shall be binding and final in all respects relating to this Contest.
- 2. How to enter. During the Promotion Period, you may enter via Instagram or at www.armandhammer.com/morepowertoyou (the "Website"). To submit an entry, you must: (1) submit a written description of how you use ARM & HAMMER product(s) (the "Use Entry"), and (2) submit a photo of you flexing your arm like the flexed arm depicted in the ARM & HAMMER<sup>TM</sup> logo (the "Flex Photo")(the "Use Entry" and "Flex Photo" are collectively referred to hereafter as the "Entry"). If you enter via Instagram, your Entry must include @armandhammer and the required hashtags #contest and #morepowertoyou. Your Entry must comply with the Entry Requirements set forth below to be eligible for entry. Although it is free to enter, standard message and data charges may be incurred if you use your mobile device to submit your Entry. Limited to one (1) Entry per person for the duration of the Promotion Period, regardless of method of entry. Entries in excess of these limits will be disqualified. Use of multiple Instagram accounts and usernames to enter by the same individual is prohibited and may result in disqualification. Entries will be deemed to have been submitted, as applicable, by the authorized account holder of the email address or Instagram account from which the Entry is posted at the time of the entry, as identified by the primary email address associated with that account. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service

provider or organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Entering or attempting to enter the Contest multiple times through the use of multiple email addresses or otherwise is prohibited and any such entries will be deemed void and disqualified. Mechanically altered or reproduced entries are not eligible and will be deemed void and disqualified.

- **3. Entry requirements.** The Entry must comply with the following requirements: (i) the Entry may not feature any person other than entrant and/or entrant's child, unless entrant has obtained all necessary written permissions and releases from such other person prior to submission and such person is over the age of majority in his/her state of legal residence; (ii) the Flex Photo must clearly show the entire face and flexed arm of entrant and/or such other person depicted in the Flex Photo; (iii) other than the Sponsor, its products, brands and/or logos, the Entry may not show, contain, mention, depict, refer or otherwise allude to the name, logo or product of any other retailer, manufacturer, brand, product, store, place of business, person, company or character; (iv) the Entry 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; must not have won any award; may not contain any third party artistic work, including but not limited to, music or art; and must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity; (v) the Entry may 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; (vi) the Entry cannot display or promote nudity, religion, alcohol, illegal activity, drugs or tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any political agenda or message; (vii) the Entry cannot in any manner defame, misrepresent, contain disparaging remarks or reflect negatively about Sponsor, its brands, products, or other people, products or companies or their products, or in any way reflect negatively upon such parties or explicitly or implicitly communicate messages or images inconsistent with the positive images and/or goodwill with which Sponsor wishes to be associated, as determined by Sponsor in its sole discretion; (viii) the Entry cannot contain any personal identification, such as personal names, email addresses or street addresses, without express permission; (ix) the Entry cannot depict and cannot itself be in violation of any law; and (x) the Entry must otherwise be in compliance with these Official Rules. Sponsor reserves the right, in its sole discretion, to take down and/or 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.
- **4. Grant of Rights.** Each entrant into the Contest hereby irrevocably grants Sponsor a non-exclusive, non-transferable, royalty-free perpetual right and license to modify, photoshop, edit, pair with other material in any way, shape or form, use and display its Entry, in whole or in part, for any and all purposes in any and all media channels without limitation, worldwide and without additional compensation, notice or approval from entrant. Each entrant further agrees to execute any and all documents deemed necessary

or otherwise required by Sponsor, if any, as determined by Sponsor in its sole discretion, to effectuate such grant. If winner is a minor in his/her state of legal residence, said grant of rights must be given by said minor's parent or legal guardian on their behalf.

- 5. Representations and Warranties/Indemnification. Each person who enters this Contest represents and warrants as follows: (i) entrant has obtained any and all necessary permissions and releases required to submit the Entry and for Sponsor's right to use the Entry for any purpose; (ii) the Entry is owned by entrant and has not been previously published, distributed or otherwise exploited; (iii) the Entry is wholly original with entrant and, as of the date of submission, the Entry is not the subject of any actual or threatened litigation or claim; (iv) the Entry does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity, including, but not limited to, rights of privacy and publicity; and (v) the 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 and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.
- **6. Winner Selection; Odds of Winning.** During the course of the Promotion Period and ending on December 31, 2019 (the "Selection Period"), Sponsor may periodically select one or more winners from all eligible entries received, for the opportunity to be featured in Sponsor's digital media and/or print advertising and such other purpose as may be determined in Sponsor's discretion, as defined and described in Section 7 below. All winner selection will be based upon the following judging criteria: (1) Entry quality; (2) creativity; and (3) adherence to Contest rules. Sponsor reserves the right to select any number of winners over the course of the Selection Period, including no winner at all, in its sole discretion. All winners are subject to verification of eligibility and compliance with these Official Rules as determined by Sponsor in its sole discretion. Odds of winning and actual number of winners selected, if any, will depend upon the nature, quality and total number of eligible entries received. Decisions of Sponsor are final and cannot be appealed.
- **7. Prizes.** The selected winner(s), if any, will receive the opportunity for winner and/or winner's Entry, in whole or in part, to be featured in upcoming ARM & HAMMER<sup>TM</sup> digital and/or print advertisement(s) (the "Ad"). In order to be featured in the Ad, a winner may be required to participate in a photo and/or video shoot at a studio or such winner may be required to permit a professional production crew (the "Crew") acting on Sponsor's behalf to come to such winner's home to photograph and/or film such winner's use of ARM & HAMMER<sup>TM</sup> product(s) in said winner's home in a re-creation of its Entry or as otherwise directed by Sponsor and/or the Crew on a date and time scheduled by Sponsor. The actual dates, times, schedule, location of the photo or video shoot, and any other details of the Ad, as well as any other details necessary for winner to partake in the Ad and/or the production thereof, will be determined and arranged by Sponsor in its

discretion and are subject to change. There is no cash or retail value associated with the Prize and winner will not receive any form of compensation or other consideration to participate, or be featured, in the Ad. If winner is unable or unwilling: (i) to permit the Crew to conduct the photoshoot and/or filming of winner in winner's home and/or at a studio; (ii) to be featured in the Ad; (iii) to cooperate with Sponsor and the Crew in the production of the Ad; and (iv) to be available on the dates and times and at the locations required by Sponsor for production of the Ad, then the prize will be forfeited in its entirety. Winner must follow all instructions of Sponsor and the Crew relative to the Ad and any element thereof. Should winner fail to adhere to any such instructions or engage in unruly, obnoxious, illegal, threatening, or otherwise inappropriate behavior (as determined by Sponsor in its sole discretion), Sponsor reserves the right, without further notice or warning, to terminate winner's participation in the Ad and/or the production thereof and/or take other actions as Sponsor deems appropriate in its sole discretion without any liability or other obligation to winner.

Other prize conditions may be added or modified by Sponsor or its designee. Sponsor is not responsible for any changes of any element of the prize. In the event that the Ad, and/or the photoshoot and/or filming of the Ad, is cancelled, delayed or postponed for any reason, the prize will not be awarded and Sponsor will not provide any compensation or substitution for the prize, except in its sole discretion. No transfer, refund, cash redemption, substitution or replacement of prize or any prize component permitted, except that Sponsor reserves the right, in its sole discretion, to substitute a prize or prize component of equal or greater value (or cash equivalent).

**Additional Ad Prize Terms:** Winner's Entry and/or the photographs and/or video taken of winner by the Crew may be used in an upcoming advertisement for ARM & HAMMER<sup>TM</sup> product(s), in whole or in part, and for any other use determined by Sponsor in its discretion. Sponsor is under no obligation, however, to use such Entry, photographs and/or video for the Ad or any other purpose, as it may determine in its sole discretion. By accepting the prize, winner (or, if winner is a minor, winner's parent/legal guardian on its behalf): (i) acknowledges and agrees that Sponsor shall be the sole owner of all rights, title and interest in and to winner's Entry and the photographs and/or video taken by the Crew, as well as the Ad; (ii) absolutely and irrevocably authorizes Sponsor and its representatives, subsidiaries, affiliates, licensees, successors and assigns to modify, photoshop, edit, pair with other material in any way, shape or form, use, publish, reuse, republish, display, distribute, disseminate or otherwise make publicly available for any artistic or commercial use, including without limitation, in connection with the Ad, winner's and/or winner's child's (if applicable) image, likeness, picture, portrait and/or voice (collectively, the "Image"), as depicted in the Entry and any photos and/or video taken by the Crew, in whole or in part, whether individually or collectively with any other material, in any and all forms of media now or hereinafter known and/or developed, including, but not limited to, in print media, in digital media, on the Internet, in composite images, or distorted images or for any other lawful use worldwide and in perpetuity as may be determined by Sponsor in its sole and exclusive discretion, including without limitation, the use of winner's (and/or winner's child's, if applicable) name, pseudonym, social media handle and/or professional name, without restriction and without additional compensation, notice, review or approval from winner; (iii) expressly waives any and all rights to approve or otherwise review any uses of the photos and/or video featuring the Image; and (iv) agrees to execute any and all documents deemed necessary or otherwise required by Sponsor to effectuate such grant. If winner is a minor in his/her state of legal residence, said grant of rights must be given by said minor's parent or legal guardian on their behalf in order for potential winner to receive the prize. If any other third party is featured in winner's Entry in compliance with these Official Rules, then any such third party will be required to grant the aforesaid rights to Sponsor and execute any and all documents that may be deemed necessary or otherwise required by Sponsor to effectuate such grant, prior to participating in the Ad or any photographs and/or video by the Crew.

- **8. Winner Notification.** The potential winner(s) will be notified by email and/or telephone, in Sponsor's discretion, and will be required to complete and return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) and other documentation that may be required by Sponsor (collectively, the "Affidavit") by the date or within the time frame specified by Sponsor or such winner may be disqualified and an alternate winner may be selected, in Sponsor's discretion, as set forth in these Official Rules. If any winner is under the age of majority in his/her state of legal residence, the parent/legal guardian of such winner will be required to execute and return the Affidavit on such minor's behalf. In the event: (a) a potential winner cannot be reached for whatever reason after a reasonable effort has been exerted based on the information provided by potential winner in its entry form or winner notification or Affidavit is returned as undeliverable; (b) a potential winner declines or cannot accept, receive or use the prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods, (d) a potential winner is found to be ineligible to enter the Contest or receive the prize, (e) a potential winner cannot or does not comply with the Official Rules, or (f) a potential winner fails to fulfill the Affidavit-related obligations, the potential winner shall be disqualified from the Contest and an alternate potential winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received, using the judging criteria set forth in these Official Rules.
- **9. Publicity Release; Use of Personal Information.** Except where prohibited or restricted by law, a winner's acceptance of prize constitutes the winner's agreement and consent for Sponsor and any of its designees to use and/or publish winner's name (in whole or in part), city and state of residence, Entry (in whole or in part), photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by winner regarding the Contest or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio,

electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval. By entering the Contest, entrants will be sharing their personal information with Sponsor. Personal information collected by Sponsor will be used for administration of the Contest and awarding the prize. In addition, by entering, entrants agree to Sponsor's use of entrant's personal information as described in its privacy policy at https://www.armandhammer.com/privacy-policy. Please refer to Sponsor's privacy policy for important information regarding the collection, use and disclosure of personal information by Sponsor. Sponsor is not responsible for disclosures made by any third party. All entries become the property of Sponsor upon receipt and will not be acknowledged or returned.

10. No Tampering; Right To Cancel; Modify. Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind, including but not limited to, inactive email accounts or an entrant's failure to monitor its email account; (c) entrants who have committed fraud or deception in entering or participating in the Contest or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this promotion or any promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Contest, or with any website promoting the Contest; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Contest multiple times through the use of multiple email addresses or otherwise. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Contest, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Contest promotion, including the entire Contest promotion, and/or modify the Contest and/or award the prizes based upon the judging criteria set forth in these Official Rules from all eligible entries received as of the termination date.

11. Release of Liability; Disclaimer of Warranty; Forum Selection Clause. By participating in the Contest, entrants and winners agree to release and hold harmless Sponsor, Instagram, VIA Agency, Jack Morton, and their respective, parent, subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors (the "Released Parties"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, which may occur in

connection with preparation for, or participation in, the Contest, or possession, acceptance and/or use or misuse of the prize or participation in any Contest-related or prize-related activity and for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery. The Released Parties assume no responsibility for any injury or damage to entrants or to any other person's computer, regardless of how caused, relating to or resulting from entering or downloading materials or software in connection with this Contest. Entrants and winners acknowledge that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representations or guarantees, express or implied, in fact or in law, relative to any prize or any component thereof. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Contest, shall be resolved individually, without resort to any form of class action, and 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. In addition, any dispute relating to the Contest (including these Official Rules) shall be brought in the appropriate state or federal court having jurisdiction over the subject matter located 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. Any and all claims, judgment and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees and 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, other than for actual out-of-pocket expenses, and further waives any and all rights to have damages multiplied or otherwise increased.

- **12. Sponsor:** Church & Dwight Co., Inc., 500 Charles Ewing Blvd., Ewing, New Jersey 08628. This Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram. Any and all questions, comments or complaints regarding the Contest must be directed to Sponsor, not Instagram.
- **13. Winner List.** To obtain a copy of the winner's list, send a self-addressed, stamped envelope to: Arm & Hammer More Power to You Online Contest, Church & Dwight Co., Inc., 500 Charles Ewing Blvd., Ewing, New Jersey 08628, for Sponsor's receipt by April 30, 2020.