CloroxPro Champions of Clean Contest OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. Eligibility: CloroxPro Champions of Clean Contest (the "Contest") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. The person nominated (as outlined below) must be a commercial cleaning industry professional. Employees or officials of any federal, state, local, or foreign government, government agency, government entity, or government instrumentality are not eligible. Employees of Clorox Professional Products Company, Ketchum, AKQA Inc., HelloWorld, Inc., and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation in the Contest is also subject to any and all applicable policies or rules imposed upon an individual by their employer. Individuals with any decision-making authority with regard to any business relationship with the Clorox Professional Products Company or other related companies are not eligible.
- **2. Sponsor:** Clorox Professional Products Company, 1221 Broadway, Oakland, CA 94612. **Administrator**: HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.
- **3. Agreement to Official Rules**: Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- **4. Timing:** The Contest begins on January 8, 2019 at 12:00 a.m. Eastern Time ("ET") and ends on February 20, 2019 at 11:59 p.m. ET (the "Contest Period"). Administrator's computer is the official time-keeping device for the Contest.
- **5. How to Enter:** Enter the Contest by nominating yourself or another cleaning professional ("Cleaning Professional") who goes above and beyond to keep his/her facility clean and healthy during cold and flu season and year round. During the Contest Period, visit CloroxProChampionsofClean.com and follow the links and instructions to complete and submit the registration form, including a valid email address. Then, during the Contest Period, take the following actions:
 - (1) Provide the first and last name, email address and job title of the Cleaning Professional you are nominating. You can nominate yourself or someone else. The nominated Cleaning Professional will receive an email notifying him or her about the Contest and the nomination. You will also need to select the type of facility where the Cleaning Professional is employed from the provided list (as outlined below). The provided options either fall into a Healthcare Facility or a Non-Healthcare Facility:

Facility Category	Facility (either Healthcare or Non-Healthcare)
Acute Care / Hospital	Healthcare Facility
Long-Term Care	Healthcare Facility
Physician Office / Medical Office	Healthcare Facility
Veterinary Office	Healthcare Facility
Building Service Contractor (BSC)	Healthcare Facility
Building Service Contractor (BSC)	Non-Healthcare Facility
Daycare / K-12 School / College / University	Non-Healthcare Facility
Hotel / Hospitality	Non-Healthcare Facility
Restaurant / Foodservice	Non-Healthcare Facility
Office / Commercial Space	Non-Healthcare Facility
Athletic Facility / Gym	Non-Healthcare Facility

(2) Submit a link to a video on YouTube with a photo or a short essay with a photo explaining how the Cleaning Professional goes above and beyond to clean and disinfect throughout the year to help prevent illness and infections. Videos posted to YouTube must comply with YouTube's Community Guidelines: www.youtube.com/yt/policyandsafety/communityguidelines.html;

Your video/essay and photo will hereafter be referred to as your submission ("Submission"). By uploading your Submission, you agree that it conforms to the Submission Guidelines, Permissions, and Content Restrictions as defined below (collectively, the "Guidelines, Permissions, and Restrictions") and that Sponsor, may disqualify you from the Contest if it believes, in its sole discretion, that your Submission fails to conform to the Guidelines, Permissions, and Restrictions.

Submission Guidelines:

- Essay:
 - The essay must be in text format;
 - o The essay must be up to three hundred (300) words in length;
- Photo:
 - The photo must be in .gif, .png, or .jpeg format;
 - The photo must not exceed 5 MB in size;
- Video:
 - The video must be in a format acceptable to YouTube;
 - o the video must not exceed 3 minutes in length; and
- The Submission must be in English.

<u>Permissions</u>: Entrant must have permission from any recognizable individuals who appear in the Submission, including the Cleaning Professional nominated, to use their names and likenesses in the Submission and to grant the rights set forth herein. Minors may only be included in the Submission if entrant is their parent or legal guardian. If requested, entrant must be able to provide such permissions or proof in a form acceptable to Sponsor.

Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not disparage Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Contest;
- The Submission must not feature brand names or trademarks other than Sponsor's mark, which entrant has a limited license to use to incorporate into his/her Submission for this Contest:
- The Submission must not contain text not created by entrant;
- The Submission must not contain text that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain text that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.

<u>Limit</u>: Each entrant may upload one (1) Nomination/Submission during the Contest Period. Submissions received from any person or email address in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission. Released Parties (as defined in Section 9, below) are not responsible for lost, late, stolen,

damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions, all of which will be void.

In the event of a dispute regarding any Submission, the authorized account holder of the email address used to register will be deemed to be the entrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

- **6. Winner Determination:** After the conclusion of the Contest Period, a panel of qualified judges determined by Sponsor in its sole discretion will score all eligible Submissions received, based on an application of the following criteria ("Judging Criteria"):
 - How much the nominated Cleaning Professional is dedicated to preventative cleaning / disinfecting year-round to reduce infections and illness (25%);
 - How much the nominated Cleaning Professional embodies the idea that "clean means everything" (25%);
 - The nominated Cleaning Professional's passion / commitment to the role (25%); and
 - How the nominated Cleaning Professional relies on professional cleaning products (including CloroxPro[™] and Clorox Healthcare[®] products) (25%)

The entrants who submitted the two (2) highest scoring Submissions (one (1) where the nominated Cleaning Professional works at a Healthcare Facility and one (1) where the nominated Cleaning Professional works at a Non-Healthcare Facility) will be deemed the potential winners of the Nominator Prize and the Cleaning Professional nominated will be deemed the potential Grand Prize winners, subject to verification of eligibility and acceptance of the prize. In the event of a tie, the entrant whose Submission received the higher score in the "How much the nominated Cleaning Professional is dedicated to preventative cleaning / disinfecting year-round to reduce infections and illness," as determined by the qualified judges in their sole discretion, will be deemed the potential winner. Sponsor reserves the right to select fewer than the stated number of winners, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions.

7. Winner Requirements: Potential winners of the Nominator Prize will be notified by email, mail or phone on or around March 6, 2019. Once confirmed, winner of the Nominator Prize will be asked to provide the contact information for the Cleaning Professional (name, email address, and phone number) nominated. Except where prohibited, each potential Nominator Prize and Grand Prize winner (parent/legal guardian if a winner is a minor in his/her place of residence) will be required to sign and return a Declaration of Compliance ("Declaration") and Sponsor's Publicity Release and Waiver ("Release"), which must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, fails to sign and return the Declaration, Release or provide any other requested information within the required time period (if applicable), does not comply with these Official Rules, or prize is returned as undeliverable, potential winner forfeits the prize. If the potential winner of the Nominator Prize cannot be contacted, fails to provide the requested information within the required time period, does not comply with these Official Rules, or prize is returned as undeliverable, potential winner forfeits the prize. If a potential winner of the Nominator Prize forfeits the prize or is disqualified for any reason, the prize will be awarded to a runner-up whose submission received the next highest score, if any, in Sponsor's sole discretion. If the Nominator accepts the prize and the Cleaning Professional is disqualified for any reason, neither Nominator nor Cleaning Professional will receive the applicable prizes and instead alternate winners will be selected. If Nominator accepts the prize and the Cleaning Professional declines the prize, then the applicable Grand prize will not be awarded. If entrant nominates himself/herself, he/she will be the potential winner of a Nominator Prize and Grand Prize. Only three (3) alternate winners may be determined, after which the applicable prize will remain un-awarded. Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, title, company name, city, state, likeness, Submission and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Without limiting the generality of these Official Rules, each winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of

copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each winner will indemnify Sponsor, Released Parties (as defined in Section 9, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms. Nominator Prizes will be fulfilled 8 – 10 weeks after conclusion of the Contest.

8. Prizes: TWO (2) GRAND PRIZES (one (1) Healthcare Facility and one (1) Non-Healthcare Facility): Each winning Cleaning Professional will be able to choose either a \$4,950 check or a trip for two (2) to New York City, NY; Orlando, FL; Las Vegas, NV; or Nashville, TN. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to selected city: three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); spending money for meals, incidentals (if winner selects the New York City, NY trip, he/she will receive \$1,300 in spending money; if winner selects the Nashville, TN trip, he/she will receive \$1,500 in spending money; if winner selects the Las Vegas, NV trip, he/she will receive \$1,300 in spending money); and travel agent services. Approximate Retail Value ("ARV"): \$4,950.

TAX GROSS UP PAYMENT: Sponsor will also provide each Grand Prize winner a single cash payment in the form of a corporate check, issued by Administrator on Sponsor's behalf, which is intended to assist the winner with any federal, state, or other tax obligations related to the Grand Prize (the "Tax Gross-Up Payment"). The Tax Gross-Up Payment will be \$2,125. The Grand Prize winner's actual tax liabilities related to the Grand Prize could exceed the Tax Gross-Up Payment. The Grand Prize winner is solely responsible for all applicable federal, state, or other tax obligations related to the Grand Prize. Sponsor will not provide any further assistance toward the winner's tax obligations. Total ARV of the Grand Prize: \$7,075.

For each Trip Prize: Winner must complete the trip within one (1) year from the drawing date or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Contest, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, travel companion must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

TWO (2) NOMINATOR PRIZES (one (1) Healthcare Facility and one (1) Non-Healthcare Facility): A home technologies prize package. All details are determined by Sponsor in its sole discretion. ARV: \$100. The actual value of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed.

- <u>For All Prizes</u>: Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. <u>Limit</u>: One (1) prize per person unless entrant nominated himself/herself and thus he/she can receive one (1) Nominator Prize and one (1) Grand Prize.
- **9. Release:** By receipt of any prize, winners agree to release and hold harmless the Sponsor, AKQA Inc., Ketchum, Administrator and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.
- 10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 11. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission.
- 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 Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) 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 (3) 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 any and all rights to have damages multiplied or otherwise increased. 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 Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.
- **13. Entrant's Personal Information:** Information collected from entrant is subject to Administrator's Privacy Policy http://www.helloworld.com/privacy-policy and Sponsor's Privacy Policy

https://www.thecloroxcompany.com/privacy and Sponsor's Terms of Use https://www.thecloroxcompany.com/terms/. 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 and terms of use.

- **14. Winner List:** For a winner list, visit http://bit.ly/2qxc7rT. The winner list will be posted after winner confirmation is complete.
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