### Good Clean Fun Contest

#### Terms of Use

### THERE IS NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF SELECTION. Internet Access, a Valid Email Address is Necessary to Participate.

BY ENTERING THIS CAMPAIGN (DEFINED BELOW), YOU AGREE TO THESE TERMS OF RULES, WHICH ARE A CONTRACT. WITHOUT LIMITATION THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

# YOUR SUBMISSION MAY BE MADE AVAILABLE FOR VIEWING PUBLICLY IN SPONSOR'S SOLE DISCRETION.

1. <u>CAMPAIGN DESCRIPTION</u>: The entry period for the Good Clean Fun Contest (the "Campaign") begins at 12:01:00 a.m. Eastern Time ("ET") on \_\_1/04\_\_, 2018 and ends at 11:59:59 p.m. ET on \_\_1/17\_\_, 2018 (the "Submission Period"). Each video uploaded by a Big Brothers Big Sisters volunteer Big Brother or Big Sister ("Big") of their Big Brothers Big Sisters mentoring match ("Match") counts as one (1) submission. Maximum of one (1) submission allowed per Big Match. Ten (10) submissions will be chosen by the Sponsor to be posted on Dialsoap.com/healthierfutures. From these ten (10) posted submissions, one (1) submission will be chosen as the winner ("Winner") by public vote after the Submission Period. By participating in the contest as a contestant, you unconditionally accept and agree to comply with and abide by these Terms and Conditions and the decisions of Sponsor, which shall be final and binding in all respects.

2. <u>ELIGIBILITY</u>: The Campaign is open only to volunteer Bigs within the fifty (50) United States and District of Columbia (DC) who have reached the age of majority in their jurisdiction of residence. Without in any way limiting the foregoing, persons in any of the following categories are NOT eligible to participate: (a) individuals engaged in the development, production or distribution of materials for this Campaign and (b) persons who are immediate family members (defined as spouse, IRS dependent, or biological, foster, in-law or adoptive step- mother, father, sister, brother, daughter, or son and each of their respective spouses) of any person in any of the preceding categories, regardless of where they live, and/or individuals who reside in the same household, whether related or not, to any person in any of the preceding categories are allowed. The Campaign is void where prohibited by law.

### **3.** <u>HOW TO PARTICIPATE</u>:

**A. How to Enter**: To participate, you must upload your video of no longer than 30 seconds to the provided drop box. Video submission must conclude with a minimum three (3)

seconds of handwashing. Sponsor reserves the right to restrict or void entries or participation if any suspicious entry and/or participation is detected. Videos and media releases for the Big and his or her Little Brother or Little Sister ("Little") must be submitted by January 17, 2018 at 5:00 pm Pacific via the following link: <u>http://bit.ly/18-BBBSA-Dial-Upload</u> and using the following naming convention:

Little Release naming convention: AgencyID-Little-FirstName-LastName

(Example: 000-Little-Lauren-Klinger)

Big Release naming convention: AgencyID-Big-FirstName-LastName

Example: 000-Big-Katie-Cruikshank)

Video: AgencyID-Little-FirstName-LastName-and-Big-FirstName-LastName

(Example: 000-Little-Lauren-Klinger-and-Big-Katie-Cruikshank

**B.** Prohibited Content: All aspects of your Submission (i) must be your original and sole creation (or in the public domain), and all right, title and interest including but not limited to the copyright, moral rights or publicity rights in any Submission must be owned solely by you; (ii) cannot be sexually explicit or suggestive, unnecessarily violent or derogatory, cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (iii) cannot be obscene or offensive, or endorse any form of hate or hate group; (iv) cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products, Big Brothers Big Sisters of America or its Affiliates, or other people, products or companies; (v) cannot communicate messages or images inconsistent with the positive images and/or goodwill with which Sponsor wishes to associate; (vi) must not have been submitted in any other competition; (vii) must not infringe upon any third party's rights, including but not limited to, copyright, patent or trademarks/trade names/logos, or rights of privacy or publicity, or contain material that is or may be considered defamatory, slanderous or libelous, or portray or depict any person, product or entity in a false light; (viii) must not violate any law, rule or regulation; (ix) must not contain any virus, bugs, or other deleterious material; and (x) must not, without limitation, contain, profanity, nudity, defamatory statements, words or symbols widely considered offensive to individuals of any certain race, ethnicity, religious, sexual orientation or socioeconomic groups, threats to any person, place, business, group or world peace; and you warrant and represent that your Submission complies with all of those conditions; and is not inconsistent with Sponsor's brand image as solely determined by Sponsor. You represent and warrant that your participation in this Campaign does not violate any agreements to which you or any person appearing in your Submission are a party.

Further, the Submission cannot contain any material that is created by a third party (other than material in the public domain) or that may be subject to intellectual property protection (such as but not limited to logos, trademarks, identifiable locations or fictional characters).

Any non-complying Submission may be subject to disqualification, in Sponsor's sole discretion.

**D.** Campaign Uses and Intellectual Property Rights: By entering, you grant permission for Sponsor and its licensees, agents and assigns the right (but not the obligation) to use, copy and modify your Submission, in whole or in part, including, without limitation, your first name and last initial, and likeness, and display, exploit and make available for download your Submission via online or mobile outlets, including, without limitation, on any website or app in connection with this Campaign or Sponsor's products or services and banners and sponsored social media posts, internal use and for any advertising, promotion, and publicity of the Campaign or Sponsor's products or services, and otherwise as stated herein (as solely determined by Sponsor)(collecting "Advertising"); and you warrant and represent that you have all right and authority to grant such permission. Notwithstanding anything to the contrary, however, there is no obligation of the Sponsor or any other person or entity to post or make any use of any Submission. You acknowledge that you have no rights whatsoever in or to Sponsor's intellectual property, such as but not limited to Sponsor's logos, trademarks, and service marks.

Each participant hereby acknowledges and agrees that the relationship between the participant and any of the Campaign Entities (defined below in Paragraph 6) is not a confidential, fiduciary, or other special relationship, and that the participant's decision to submit his/her Submission for purposes of the Campaign does not place any of the Campaign Entities in a position that is any different from the position held by members of the general public with regard to elements of the Submission. Each participant understands and acknowledges that Sponsor has wide access to ideas, essays, and other literary materials. Each participant also acknowledges that many ideas or stories may be competitive with, similar to, or identical to his/her Submission and/or each other in idea, ingredients, format, or other respects. Each participant acknowledges and agrees that such participant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material that has or may come to Sponsor from other sources. Each participant acknowledges and agrees that Sponsor does not now and will not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the participant's copyright in and to his/her Submission. Each participant acknowledges that, with respect to any claim by participant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Submission or other material submitted in connection with the Campaign, the damage, if any, thereby caused to the applicable participant will not be irreparable or otherwise sufficient to entitle such participant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition, or other exploitation of any Sponsor property or production, and participant's rights and remedies in any such event are strictly limited to the right to recover damages, if any, in an action at law.

**E. Additional Restrictions**: Once a Submission is submitted, it cannot be changed, altered, or modified. In the event you want (or need) to remove a Submission, or you or a Campaign Site visitor identifies content he/she believe should be removed from the Campaign Site, he/she should click on the "REPORT" button located at the bottom of the page, to submit

a request for a Submission to be removed. If a request to remove a Submission is from anyone other than the person that submitted the Submission, the request for removal will be reviewed and decided by Sponsor, whose decision will be final. Your Submission that is removed from the Campaign Site by your request cannot thereafter be resubmitted and will not be considered in this Campaign. Submissions, when received and recorded by the Campaign computer will not be acknowledged or returned. No questions relating to the Campaign will be accepted, acknowledged or answered. No form of Submission other than as stated herein will be accepted. Submissions that do not meet the requirements of these terms may be disqualified in Sponsor's sole discretion. It is your sole responsibility to advise Sponsor of any change in your contact information.

## 4. <u>WINNER SELECTION DETERMINATION; ODDS OF WINNING</u>:

Ten (10) submissions will be chosen by the Sponsor to be posted on Dialsoap.com/healthierfutures. The Sponsor will use the following criteria to select the ten (10) submissions: Story adheres to Submission prompt (below) (50%), Relationship between Big and Little exemplifies that of the Big Brothers Big Sisters organization (30%), and Submission showcases creativity (20%).

The Submission prompt provided reads as follows: **Good Clean Fun:** From changing the car's oil, to planting a community garden, painting, or baking together, there are lots of things we can accomplish when we work together, have fun, and get a little messy. Now, as part of Big Brothers Big Sisters' partnership with Dial to create Healthier Futures, you can show us how you and your Big (or Little) work together and get your hands dirty.

One potential winner will be selected from all eligible entries received by public vote after the Submission Period. The voting period begins at 12:00:00 a.m. Eastern Time ("**ET**") on \_\_1/22\_\_, 2018 and ends at 11:59:59 p.m. ET on \_\_2/9\_\_, 2018. The odds of winning depend on the number of votes received.

**5. PRIZE AND PRIZE NOTIFICATION**: Two (1) year supplies of Dial Liquid Handsoap for the Big. ARV \$50. Potential Winner(s) will be notified on or about \_\_2/10\_\_, 2018, via email. The potential Winner must complete an affidavit of eligibility and sign a release within \_3\_ days in order to be eligible to receive the prize. The potential Winner must provide a valid address to receive the prize.

6. <u>GENERAL CONDITIONS</u>: No cash alternative or substitution will be allowed except at Sponsor's discretion. Each participant acknowledges and agrees that Sponsor or its designee has the right to use Winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) and Submission (which may be edited, modified, altered, changed, converted into an animation presentation, used alone, together or with other works, acts or content and/or used in composite form, with or without comment or commentary, all as solely determined by Sponsor) for advertising, commercial and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation or authorization, except where such

condition is prohibited by law or otherwise permitted herein, and without notice, review, and/or approval.

You agree that Sponsor and its parent company, franchisees, affiliates, subsidiaries, local corporate advertising cooperatives, advertising and promotion agencies, and all of their respective directors, officers, employees, representatives and agents (collectively, the "Campaign Entities") shall not be responsible or liable for any losses, damages or injuries of any kind (whether due to negligence or otherwise), to person, including death, and property or breach or failure of any representation or warranty, or infringement upon any third party's rights, (including but not limited to, copyright, patent or trademarks/trade names/logos, or rights of privacy or publicity, or inclusion of material that is or may be considered defamatory, slanderous or libelous, or portray or depict any person, product or entity in a false light) resulting from your participation in the Campaign, or any other Campaign-related activity. Upon request of Sponsor, you shall execute and deliver such additional instrument of sale, transfer and assignment, and waiver as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the subject Submission and of the copyrights, and trademarks transferred, and all moral rights waived. Should Sponsor fail to request the said additional instrument of sale, transfer and assignment and waiver or moral rights as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request that instrument, and which you agree to honor and comply with such request.

7. **LIMITATIONS OF LIABILITY:** Campaign Entities are not responsible for lost, late, incomplete, stolen, misdirected, non-delivered, postage due, separated or illegible, mail, Submissions, or email; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/Web site/use net accessibility, availability, or traffic congestion, or any technical error, or any program or programming error or failure, or unauthorized human intervention, or the incorrect or inaccurate capture of registration, Submission, or other information, or the failure to capture, or loss of, any such information. Campaign Entities are not responsible for any incorrect or inaccurate information, whether caused by Campaign Site users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Campaign and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to, or use of, the Campaign Site. Campaign Entities are not responsible for errors of any kind whether human, mechanical, electronic, network, typographical, printing or otherwise relating to or in connection with the Campaign, including, without limitation, errors which may occur in connection with the administration of the Campaign, the processing of Submissions, the announcement of those selected for inclusion in a Commercial or in any Campaign-related materials. Any use of robotic, automatic, macro, programmed or third party Submission methods will void all such Submissions by such methods, and disqualify any Submission using such methods. Campaign Entities are not responsible for injury or damage to your or to any other person's computer related to or resulting from participating in this Campaign or uploading or downloading or printing materials from the Campaign Site. In case of dispute, the

authorized subscriber of the email account used to enter and/or register for the Campaign at the actual time of entry/registration will be deemed to be the entrant, and must comply with these Terms of Use. The authorized account subscriber is deemed to be the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization, which is responsible for assigning email addresses.

Campaign Entities are not responsible for any changes or unavailability of the Campaign Site that may interfere with the Campaign or ability of entrant to timely enter, receive notices or communicate with Sponsor, in which case Sponsor, in its sole discretion, may terminate or modify the Campaign. Campaign Entities are not responsible, and may disqualify you, if your e-mail address or other contact information does not work or is changed without prior written notice to Sponsor. Campaign Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive email messages.

8. **DISQUALIFICATION/FORCE MAJEURE**: It is your responsibility to ensure that you have complied with the terms and conditions contained herein. Sponsor reserves the right in its sole discretion to disqualify any individual who has tampered with the Submission process or the operation of the Campaign; violated any of these Terms of Use; or acted in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Campaign, or to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor reserves the right, without prior notice and at any time, to terminate the Campaign, in whole or in part, or modify or suspend the Campaign in any way, if it determines, in its sole discretion, that the Campaign is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions have destroyed or severely undermined the integrity and/or feasibility of the Campaign. In the event Sponsor is prevented from continuing with the Campaign as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Campaign. If the Campaign is terminated, in whole or in part, before the designated end date, Sponsor reserves the right to award the prize from all eligible, non-suspect Submissions received as of the date of the event giving rise to the termination. These Terms of Use cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. 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.

**9. <u>GOVERNING LAW</u>**: By entering the Sweepstakes, entrants agree that 1) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; 2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event

attorneys' fees; and 3) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased 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 entrants and Sponsor or the Released Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with United States law and the laws of the state of Connecticut without regard to its conflict of laws provisions. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts of Connecticut having jurisdiction, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. 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 Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The value of the prize(s) set forth above represents Sponsor's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed. If the actual value of any prize turns out to be less than the stated ARV, the difference will not be awarded in cash.

**10. PRIVACY**: Except as otherwise contemplated in these terms, information collected by Sponsor in connection with Campaign will be used by Sponsor in accordance with the Online privacy policy posted at www.rightguard.com.

11. <u>LIST OF SELECTED SUBMISSIONS/TERMS OF USE</u>: For a copy of these Terms of Use, mail a self-addressed stamped envelope ("SASE") to: Henkel Corporation, Att: Dial Brand at 200 Elm St, Stamford, CT 06902 for receipt by February 9, 2018. To find out who was selected for inclusion in any Advertising, mail a SASE to Henkel Corporation, Att: Dial Brand at 200 Elm St, Stamford, CT 06902 for receipt by \_\_\_\_\_2/9\_\_\_\_, 2018. (VT residents may omit return postage).

12. <u>SPONSOR</u>: Henkel Corporation 200 Elm St, Stamford, CT 06902

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