Tide Cold Washer Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. The Tide Cold Washer Sweepstakes (the "Promotion") begins at 9:00:00 AM Eastern Time ("ET") on August 31, 2021 and ends at 11:59:59 PM ET on October 5, 2021 (the "Promotion Period"). The Promotion contains a game of chance ("Sweepstakes"). The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion.

- 1. ELIGIBILITY: The Promotion is open only to legal residents of the 50 United States (excluding Puerto Rico) and the District of Columbia, who are 18 (except Alabama and Nebraska (19) and in Mississippi) (21) years of age or older as of date of entry. Employees, officers and directors of The Procter & Gamble Distributing Company, LLC. ("Sponsor"), pep Promotions, Realtime Media LLC ("Administrator"), the NFL Entities (defined below) and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.
- 2. HOW TO ENTER THE PROMOTION: To enter, visit https://tide.com/en-us/our-commitment/nfl-turns-to-cold (the "Website") during the Promotion Period. Enter the Sweepstakes by completely entering your true and correct information on the registration form in the required fields (required fields include: Full Name and Email Address). You will then be required to choose your preferred NFL team from the ten (10) options provided (options include: Cincinnati Bengals, Denver Broncos, Kansas City Chiefs, Atlanta Falcons, New York Giants, Jacksonville Jaguars, Pittsburg Steelers, Los Angeles Rams, Philadelphia Eagles, and Minnesota Vikings). Upon registering, you will receive one (1) entry into the Sweepstakes ("Sweepstakes Entry"). Limit of one (1) Sweepstakes Entry per person, per email address, throughout the Promotion Period.
- 3. SWEEPSTAKES DRAWING/ODDS: On or about October 22, 2021, the Administrator will conduct Ten (10) random drawings, one (1) from each NFL team Sweepstakes Entry bucket. Odds of winning a Promotion prize depend on the number of eligible Entries received within each NFL team Sweepstakes Entry bucket.
- 4. WINNER NOTIFICATION: The potential prize winners will be notified by email and/or phone within three (3) business days of winner selection or as soon as reasonably practiceable. Potential winners will have two (2) days to respond to winning notification before forfeiting their prize. Potential winners will be sent an Affidavit of Eligibility/Liability Release via email. All forms must be completed, signed and returned to Administrator within two (2) days of date of issuance. Potential winner becomes the "Winner" only after verification of eligibility by Sponsor. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner will be selected from among all remaining entries for that drawing.
- **5. PRIZES/PRIZE RESTRICTIONS:** Ten (10) Promotion Prizes will be awarded during the Promotion. Each Promotion Prize consists of:
 - One (1) Custom Tide and NFL Team branded washing machine with voice functionality*
 - Winners will receive the NFL branded washing machine of the NFL team chosen during Sweepstakes registration

^{*}Installation of washing machine not included as part of the prize.

The Approximate Retail Value ("ARV") of each Promotion Prize is \$1,230.

The total ARV of all prizes is \$12,300.

PRIZE RESTRICTIONS: Limit of one (1) Promotion Prize per person/per household. All Promotion prizes will be fulfilled approximately four (4) to eight (8) weeks after the Promotion has ended. Prizes will be awarded only upon winner redemption, confirmation, verification and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes. Promotion Parties are not responsible for any issues with or damages to the prize once delivery is completed.

PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE OR WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.

- 6. GENERAL: By registering, you agree to receive future promotional emails from promotion Sponsor. Each winner hereby expressly grants to the Promotion Parties and their respective designees all rights to use and publish his/her name, likeness (photographic or simulated), voice, and province of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion, including but not limited to the failure or interruption of Facebook or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Rule #5. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Promotion Parties and may be changed from time to time without notice. The Promotion Parties reserve the right to cancel or modify the Promotion at any time without notice. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning Entry. If, in Sponsor's sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.
- 7. CONDUCT: By participating in this Promotion, you agree to be bound by these Official Rules and the decisions of the Promotion Parties, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO

DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

8. LIMITATIONS OF LIABILITY: The Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will award the prizes from among all non-suspect, eligible Entries received for the Promotion up to the time of such action.

The NFL Entities have not offered or sponsored this promotion in anyway. Entrant irrevocably waives all claims against the National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC, NFL Productions LLC, NFL International LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, the "NFL Entities") and agrees that the NFL Entities will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or the prizes awarded. The NFL Entities have not offered or sponsored this Sweepstakes in any way.

Participant irrevocably waives all claims against the National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, the "NFL Entities") and agrees that the NFL Entities will have no liability or responsibility for any claim arising in connection with participation in this Challenge or the prizes awarded. The NFL Entities have not offered or sponsored this Challenge in any way.

9. **RELEASES:** All participants, as a condition of participation in this Promotion, agree to release, hold harmless and indemnify the Promotion Parties from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Promotion, (ii) the receipt, installation, ownership or use of the prize awarded, including any travel associated with any prize, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Official Rules.

- 10. CHOICE OF LAW AND JURISDICTION: Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Ohio or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of Ohio. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of Ohio. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.
- 11. PRIVACY: Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at https://www.pg.com/privacy/english/privacy_statement.shtml. By participating in the Promotion, participant acknowledges that their personal data will be shared with the machine manufacturer in order to fulfill their prize, in accordance with machine manufacturer's privacy policy https://www.scpsunlimited.com/terms-and-conditions/. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- **12. TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. A 1099 tax form (preceded by a W9 Form) will be issued to the Promotion Prize Winners.
- **13. WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by October 31, 2021 to: Tide Cold Washer Sweepstakes Winners List Request, c/o Realtime Media, 1001 Conshohocken State Road, STE 2–100, West Conshohocken, PA 19428.

SPONSOR: The Procter & Gamble Distributing Company, LLC. One Procter & Gamble Plaza, Cincinnati, OH 45202

ADMINISTRATOR: Realtime Media LLC, 1001 Conshohocken State Road, STE 2–100, West Conshohocken, PA 19428