

Clorox Back to School 2018 PROGRAM TERMS AND CONDITIONS

Message and data rates may apply. Text **STOP** to 30364 to opt out and to discontinue further participation in the Program. Text **HELP** to 30364 for information. If you enter via text messaging, you will receive 8 text messages in response to your entry from an automated system. Consent is not required to buy goods and services. To view the Sponsor's Mobile Privacy Policy, <https://www.thecloroxcompany.com/privacy/>. To view Mobile Terms and Conditions, visit <http://www.helloworld.com/terms>. You may not be able to participate by text messages through all wireless carriers.

1. Eligibility: Clorox Back to School 2018 ("Program") is open to legal residents of the fifty (50) United States and D.C., eighteen (18) years old or older. Employees and non-employee workers of The Clorox Company, DonorsChoose.org, HelloWorld, Inc., and their respective parents, subsidiaries, affiliates, and agents, and any agencies or other companies involved in the development or execution of the Giveaway or production or distribution of Giveaway materials, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such person are not eligible. Void where prohibited.

2. Sponsor: The Clorox Company ("Sponsor"), 1221 Broadway, Oakland, CA, 94612. **Charitable Organization:** DonorsChoose.org ("Charity"), 134 West 37th Street, Floor 11, New York, NY 10018. **Administrator:** HelloWorld, Inc. ("Administrator"), 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Charitable Purpose: The funds raised through this Program will help the Charity to continue its efforts. Through this Program, Sponsor will provide Charity with \$1 for every \$5 spent and \$1 for each share via email and/or Twitter (up to \$100,000 in donations).

4. Timing: The Program begins on July 11, 2018 at 12:00 a.m. Eastern Time ("ET") and ends on February 10, 2019 at 11:59 p.m. ET ("Program Period").

5. How to Receive the Offer and Participate in the Charity Donation: During the Program Period, visit a participating retailer and purchase up to \$25 in qualifying purchases, as outlined [here](#) (each a "Qualifying Purchase"). **Be sure to keep your receipt.** Then, you will have the opportunity to receive the Offer and participate in the Charity donation, as set forth below.

First, take a photo of your receipt. The image must be clear and legible and include the purchase date and timestamp of your receipt, show the qualifying products that you purchased, including the price of the Qualifying Purchase(s) as well as the total amount of money spent on the receipt. Then, submit your receipt either through the Website or Text Message, as outlined below:

- a. **Website:** Visit www.cloroxforschools.com (the "Website") and follow the links and instructions to complete and submit the registration form, including a valid email address.
- b. **Text Message:** Use a two-way text-messaging capable device ("Device"), text SCHOOL, BUS, CLOROX, CLEAN, BOOKS, or DESK to 30364. If you have not yet registered for the Program, once prompted, click on the provided URL and follow the instructions to complete and submit the registration form including a valid email address. Then, once prompted, MMS/text the image of your receipt to 30364.

Message and data rates may apply. Text **STOP** to 30364 to opt out and to discontinue further participation in the Program. Text **HELP** for information. Send questions to questions@helloworldfulfillment.com. If you enter via text messaging, you will receive 8 text messages in response to your entry from an automated system. Participating carriers include: AT&T Wireless (Cingular Blue), TMobile, AT&T (Cingular Orange), Verizon

Wireless, Sprint, Nextel Communications, Alltel, Bell Mobility, Fido/Microcell Connexions, Manti Tel Nuclaturita Tel, Eagle Telephone System, Epic Touch, CTC Telecom, Mobi PCS, Duet IP, Farmers Mutual Telephone, All West Communications, Gold Star Communications, South Central Utah, UBET, Peoples Wireless, Pioneer Cellular, Mosaic, MTA, MobileNation_SI_Wireless, United Wireless, Appalachian Wireless, TELUS Mobility, Google Voice, Chariton Valley Wireless, DTC Wireless (Advantage Cellular Systems) Pine Cellular, Syringa Wireless, Rogers Cantel Inc, Rural Cellular Corp, US Cellular Corp, West Central Cellular, Dobson Cellular, NTELOS, Bluegrass Cellular, Centennial Cellular Corp, Sasktel Mobility, Telcel, Telefonica, Revol, Cox Wireless, AWCC (Allied Wireless Communication Services) -former Alltel, Aliant Telecom, Northern Telephone, Cincinnati Bell, Cellular South, , MTS, Boost Mobile, Virgin Mobile Canada, Telebec, Carolina West Wireless, Cricket/Leap, Immix Wireless, Cellcom, Virgin Mobile USA, Cellular One of East Central Illinois, GCI/Alaska Digitel, Inland Cellular, Illinois Valley, Nextech, United Wireless, Claro, Movistar, Nextel Communications, Personal, and other carriers that may be added from time to time. Service may not be compatible with all handsets. Consent is not required to buy goods and services. To view the Sponsor's Mobile Privacy Policy, <https://www.thecloroxcompany.com/privacy/>. To view Mobile Terms and Conditions, visit <http://www.helloworld.com/terms>.

Once your receipt is validated, you will be prompted to come back to the Website and provide your PayPal® email address. You will receive \$1 for each \$5 spent on any Qualifying Purchase(s) ("Offer"), fulfilled via PayPal. Terms and conditions of PayPal apply. Also, the Sponsor will donate \$1 to the Charity.

If you fail to follow the instructions or if you upload an invalid receipt, you will not receive an Offer or an acknowledgement (i.e. an email from the Sponsor or Administrator). Once the image of your receipt is validated, you will receive an email acknowledgement confirming that your Offer/Donation will be fulfilled no later than 8-10 weeks after the conclusion of the Program Period. Sponsor reserves the right to substitute Offer, in its sole discretion, for something of equal or greater retail value.

Limit: up to five (5) Offers/Donations per person. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of Offer/Donations by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's Offer and that participant may be disqualified. Sponsor is not responsible for lost, late, incomplete, invalid, un-intelligible or misdirected requests, which are disqualified in Sponsor's sole discretion. All information provided will be used solely for the purpose of this Giveaway and will not be sold, given, transferred, rented, exchanged, or provided to any third party, except as necessary to complete the services or transactions requested or as required by law. Purchase, sale, or trade of any Offer or Giveaway requirement is strictly prohibited. Sponsor reserves the right to substitute or limit Offer. Participant is responsible for all taxes. This Giveaway may not be republished without written consent from the Sponsor. **IF YOU DO NOT FOLLOW ALL OF THE STATED INSTRUCTIONS OR STATED TERMS AND CONDITIONS, YOU WILL NOT RECEIVE THE OFFER OR AN ACKNOWLEDGEMENT.**

Bonus Donation: During the Program Period, there are two (2) additional actions that you can take for the Sponsor to make additional donations:

a. Email: You will be invited to submit the name and email address of one (1) friend who must be eligible to enter the Program. The friend that you refer will receive an email notifying him or her about the Program. You may only refer a person with whom you have an existing relationship. For the referral of a friend with a valid email address, the Sponsor

will donate \$1 to the Charity. Limit: One (1) email referral per participant during the Program Period.

b. Twitter: Follow the links and instructions to share this Program on Twitter by clicking on the link to tweet the prepopulated message and the Sponsor will donate \$1 to the Charity. Limit: One (1) tweet per participant during the Program Period.

6. Release: By participating, participant agrees to release and hold harmless Sponsor, Administrator, Charity, and their respective parents, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and suppliers, and each of their respective officers, directors, employees and agents (collectively, "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 Program.

7. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Program, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Program, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the operation of the Program or to be acting in violation of these Terms and Conditions or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages (including attorneys' fees) and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

8. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, typographical, printing errors or by any of the equipment or programming associated with or utilized in the Program; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software, or lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions; (3) unauthorized human intervention in any part of the Program; (4) other errors or problems of any kind relating to or in connection with the Program, whether printing, typographical, technical, computer, network, mechanical, or human error or otherwise, which may occur in the administration of the Program, the processing of qualifying purchase or in any Program-related materials; (5) late, lost, undeliverable, delayed, inaccurate, garbled, damaged or stolen sales data; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Program.

9. Dispute Resolution: You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Program, the Terms and Conditions, or the Administrator's Mobile Terms and Conditions will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Program, the Terms and Conditions, or the Administrator's Mobile Terms and Conditions, you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Terms and Conditions or the Administrator's Mobile Terms and Conditions. You must send the Demand to the following address (the "Notice Address"): Legal Department, HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. You agree that you will not take any legal action, including filing a lawsuit or

demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Administrator, and Sponsor to litigate claims in court and you, Administrator, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

You agree that you will not file a class action or collective action against Administrator or Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Terms and Conditions, or the Administrator's Mobile Terms and Conditions, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the entrant, Administrator, and Sponsor in connection with the Program, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, 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. The place of arbitration shall be Oakland County, Michigan. This arbitration provision shall survive conclusion, modification or termination of the Program and suspension, revocation, closure, modification, or amendments to the Terms and Conditions, the Administrator's Mobile Terms and Conditions, and any aspect of the relationship of the parties relating to or arising from participation in the Program.

10. Participant's Personal Information: Information collected from participation is subject to Sponsor's Privacy Policy <https://www.thecloroxcompany.com/privacy/>.

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