

Fresh Step® Heavy Duty Social Contest Terms and Conditions

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

1. Eligibility: Fresh Step® Heavy Duty Social 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. Employees of The Clorox Pet Products Company (“Sponsor”), FCB Worldwide, Inc., Merkle Inc. (“Administrator”), and any of their parent and affiliate companies *and contractors* 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.

2. Sponsor: The Clorox Pet Products Company, 1221 Broadway, Oakland, CA, 94612. **Administrator:** Merkle Inc., 3000 Town Center, Floor 21, Southfield, MI 48075.

3. Agreement to Terms and Conditions: Participation in this Contest constitutes entrant’s full and unconditional agreement to these Terms and Conditions 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 March 3, 2025 at 12:00 a.m. Eastern Time (“ET”) and ends on April 25, 2025 at 11:59 p.m. ET (the “Contest Period”) and consists of the following “Phases” as set forth in the table below. Dates subsequent to the Entry Phase subject to change in Sponsor’s sole discretion. In order to enter the Contest, your entry must be posted to Instagram by 11:59 p.m. ET on April 1, 2025.

Phase	Start Date/Time	End Date (at 11:59 p.m. ET)
Entry	March 3, 2025 at 6:00 a.m. ET	April 1, 2025
Judging	April 2, 2025	April 9, 2025
Finalist Notification & Confirmation	April 10, 2025	April 21, 2025
Public Voting	April 22, 2025 at 6:00 a.m. ET	April 25, 2025

Instagram’s servers are the official time-keeping devices for the Contest.

5. How to Enter:

Participation Requirements: To participate, you will need to have a personal **and public** Instagram account. Creating an Instagram account is free but is subject to its [Terms of Use](#). **If entering via a mobile device and using your wireless carrier’s network, standard data charges from your wireless carrier may apply.**

Entry Requirements: During the Contest Period, take the following actions to receive an entry:

- (1) Follow @freshstep on Instagram; and
- (2) Post a video (20 seconds or less) of your cat acting “sassy,” like their sh-- don’t stink and in the original caption to your post, @mention @freshstep and include the hashtag #FreshStepContest (collectively, your “Post”).
- (3) Your account settings must remain public during the Contest Period and until the prizes are awarded (as described in Section 8); and
- (4) You must not change your Instagram handle during the Contest Period and until the prizes are awarded (as described in Section 8).

NOTE: Your Post need not include any reference, positive or negative, to Sponsor’s products or services. **Including such a reference or image in your Post will not improve your chances of winning.** Posts

to Instagram Stories and Instagram posts where the hashtag is included in a comment rather than the caption of the original post will **not** be deemed entries.

By posting content to Instagram, you agree that your Post conforms to the **Guidelines and Content Restrictions** below and that Sponsor, in its sole discretion, may remove your Post from the gallery and disqualify you if it believes that it fails to conform. Where your Post meets all requirements, your Post will be deemed one (1) Contest Entry.

Guidelines and Content Restrictions:

- Only your cat may be in the video; do not include any other individuals or pets. If requested, entrant must be able to provide proof of pet ownership.
- The video must be 20 seconds or less in length;
- The Post must meet the format and size requirements of Instagram;
- The Post must be in English;
- The Post must be your original work, owned only by you;
- The Post must not convey any claims of Sponsor's products or services that would be deemed unsubstantiated or deceptive if made by Sponsor;
- The Post 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
 - Accordingly, your Post must not prominently display brand names or trademarks other than those owned by Sponsor; and
 - Your Post must not contain content created by a third party, such as **music**, images or artwork, even if made readily available on Instagram;
- The Post must not disparage Sponsor or any other person or party;
- The Post must not promote or reference alcohol, illegal drugs, marijuana, tobacco, or firearms/weapons, any activities that are or appear to be dangerous, or any political agenda;
- The Post must not contain material that is inappropriate, offensive (noting that references to "sh--" shall not be deemed inappropriate or offensive for the purposes of this Contest), indecent, obscene, sexually explicit, tortious, defamatory, slanderous or libelous;
- The Post must not contain material 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 Post must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Post is created.

Limit: Each entrant may upload one (1) Post during the Entry Phase to earn a Contest Entry. Posts received from any person in excess of the stated limit will be void. Posts generated by script, macro or other automated means are void. Multiple entrants are not permitted to share the same Instagram account. Any attempt by any entrant to obtain more than one (1) Contest Entry by using multiple/different Instagram accounts, identities, registrations and logins or any other methods will void that entrant's entries and that entrant may be disqualified. In the event of a dispute as to the identity of an entrant, Sponsor and Administrator will rely on entrant's Instagram handle and other information included in their Instagram account profile. If additional information provided by entrant to claim a prize is inconsistent with the Instagram account used to enter, Sponsor and/or Administrator may disqualify such entrant and such disqualification may result in the forfeiture of any prize won. Sponsor, in its discretion, may request additional documentation from entrant to confirm entrant's identity.

6. Sponsor's Use of Social Post Content: Posting a Contest Entry 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 the content in such Posts 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 that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the content in the Post.

7. Winner Determination: Winners will be determined according to the process set forth below.

a. Judging Phase and Finalist Requirements: During the Judging Phase, a panel of qualified judges determined by Sponsor in its sole discretion will select the four (4) entrants with the highest-scoring Contest Entries (the "Finalists") from among all eligible Contest Entries based on the following criteria ("Judging Criteria"):

- **Cattitude / Sass:** The confidence, pride, boldness and sh-- don't stink attitude that cats demonstrate in their personalities. (50%)
- **Entertainment Value / Creativity:** Is the content engaging, creative and fun? (40%)
- **Quality of Contest Entry:** Is the content well-shot, well-lit and high quality? (10%)

In the event of a tie, the entrant whose Contest Entry received the highest score for Cattitude / Sass, as determined by the qualified judges in their sole discretion will be deemed the applicable Finalist from among the tied entrants. Sponsor reserves the right to select fewer than four (4) Finalists, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Contest Entries. Sponsor will not disclose judging scores.

b. Finalist Notification and Requirements: On or around April 10, 2025, potential finalists will be notified by direct message from @freshstep on Instagram and will be directed to a secure online claim form and asked provide their name, mailing address and date of birth to confirm eligibility and for prize fulfillment purposes within three (3) days of the date notice or attempted notice is sent. Each potential finalist (or parent/legal guardian if potential finalist is a minor in their state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release ("Declaration") which must be received by Administrator within three (3) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential finalist cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), the potential finalist will be disqualified. If a potential finalist is disqualified for any reason, another potential finalist may be selected in their place, in Sponsor's sole discretion and time permitting.

c. Voting Phase: During the Voting Phase, Sponsor will post the Finalists' Contest Entries in a single carousel post on Instagram ("Finalist Post") for public voting on or about the dates set forth in the table in the Timing section above. Each Finalist's Contest Entry shall be identified by the cat's name on the Finalist Post. During the Voting Phase, persons who have or create a (free) Instagram account (as set forth in Section 5 above) will have the opportunity to vote for the Contest Entry they believe shows the sassiest cat by commenting the cat's name as set forth on the Finalist Post in the comments section of the Finalist Post. **Limit:** Each person may vote one (1) time during the Voting Phase, regardless of the number of Instagram accounts you may have. Multiple votes received from any person in excess of the stated number will be void. Any attempt by any Finalist or voter to obtain votes by any fraudulent or inappropriate means, including without limitation, offering prizes or other inducements to members of the public as determined by Sponsor in its sole discretion, by using any automated program, by using multiple/different Instagram accounts, identities, registrations and logins or any other methods will void those votes for the Finalist's Contest Entry and the Finalist may be disqualified, as determined by Sponsor in its sole discretion.

Subject to the Finalist's compliance with these Terms and Conditions, the Finalist whose Contest Entry receives the highest number of valid votes during the Voting Phase will be deemed the potential First Prize winner. The remaining Finalists will be deemed Second, Third and Fourth Prize winners, respectively. In the event of a tie, the entrant whose Contest Entry received the highest score for Cattitude / Sass, as determined by the qualified judges in their sole discretion, will be deemed the potential winner from amongst the tied Finalists. Sponsor reserves the right, in its sole discretion, to revise voting tallies or select an alternate winner should the voting appear to have been tampered with or manipulated in any way.

d. Winner Notification: The winner will be notified by email from Administrator on or around May 1, 2025.

8. Prizes:

One (1) First Prize: One prize package consisting of:

- The opportunity to have your Contest Entry featured in an advertisement for Fresh Step's new heavy duty litter, to be displayed on a digital billboard on a rotating basis at 47th Street and Broadway in Times Square, New York, New York for approximately thirty (30) days, scheduled to take place in May, 2025 (the "Billboard Prize"). By accepting the Grand Prize, the winner acknowledges and agrees that the Sponsor and its agents may use the winner's Contest Entry in the Billboard Prize in any form or length. The Sponsor and its agents have the absolute right to modify, edit, combine with other materials, or adapt the Contest Entry in any manner for use in the Billboard Prize. Sponsor's use of the Contest Entry in conjunction with the Billboard Prize is also subject to the terms of the Publicity Section set forth below. In accepting this prize, winner will not be entering into any of the following relationships (either expressly or impliedly) with Sponsor: employer-employee, principal-agent, master-servant or independent contractor. Nothing in this Contest shall render the winner or winner's cat an employee, agent, contractor or partner of Sponsor.
- One (1) check for \$10,000.
- One (1) year's supply of Fresh Step Heavy Duty litter for one (1) cat, defined as one (1) box of 22.5 pound box of litter a month for twelve (12) months, to be fulfilled in one (1) shipment to winner's address as set forth on their Declaration.

Approximate Retail Value ("ARV") of Grand Prize: \$10,524.28.

One (1) Second Prize: One (1) check for \$2,000 and one (1) year's supply of Fresh Step Heavy Duty litter for one (1) cat, defined as one (1) box of 22.5 pound box of litter a month for twelve (12) months, to be fulfilled in one (1) shipment to winner's address as set forth on their Declaration. ARV: \$2,224.28.

One (1) Third Prize and one (1) Fourth Prize: Each prize consists of one (1) year's supply of Fresh Step Heavy Duty kitty litter for one (1) cat, defined as one (1) box of 22.5 pound box of litter a month for twelve (12) months, to be fulfilled in one (1) shipment to winner's address as set forth on their Declaration. ARV: \$224.28 each.

Additional Prize Terms: 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 (or a component thereof) 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. Should any prize (or component thereof) be returned as undeliverable, the winner forfeits the prize. Check and cat litter prizes will be fulfilled approximately 8-10 weeks after winner confirmation is complete. **Limit:** One (1) prize per household.

9. Release: By receipt of any prize, each winner agrees to release and hold harmless Sponsor, FCB Worldwide, Inc., Meta Platforms, Inc., Administrator, and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, contractors 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, third party claims involving the right to privacy, right of publicity, or intellectual property infringement arising out of participation in the Contest or receipt or use or misuse of any prize, including any related travel.

10. Publicity: 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, city, state, likeness, photo, including winner's Instagram profile photo, Contest Entry, 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. Sponsor is not obligated to use any of the above-mentioned information or publicity materials but may do so and edit such information or materials at its sole discretion, without further obligation or compensation.

11. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest if any fraud, technical failures, human error, any other factor impairs the integrity or proper functioning of the

Contest, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Contest, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winner(s) from among all non-suspect, eligible Contest Entries received up to time of such action using the judging procedure outlined above. Sponsor may also modify the prizes offered. In addition, Sponsor reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest, including but not limited to submitting fraudulent entries or votes, or to be acting in violation of the Terms and Conditions of this or any other promotion offered by Sponsor or in an unsportsmanlike or disruptive manner and void all associated entries. 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 Terms and Conditions shall not constitute a waiver of that provision. In the event there is a discrepancy or inconsistency between, any other statements contained in any Contest-related materials and the Terms and Conditions as posted on the Promotion Site, the Terms and Conditions as posted on the Promotion Site shall prevail, govern, and control.

12. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information either caused by printing errors or by any of the equipment or programming associated with or utilized in the Contest or provided by entrants; (2) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections to the internet, social media platforms, in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Contest, including but not limited to the entry process; (4) technical or human error which may occur in the administration of the Contest, including but not limited to the uploading, processing or judging of Contest Entries or votes or the tabulating of votes, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; (6) lost, late, unreceived, damaged, incomplete, invalid, unintelligible, garbled, delayed or misdirected Posts or failure to receive Posts due to limitation of third-party social media platforms or (7) 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 to the receipt, use, inability to use, or misuse of any prize. Released Parties are not responsible for misdirected or undeliverable Posts 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 Post.

13. Disputes: Except where prohibited, each 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 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 Terms and Conditions, 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.

14. Severability: If the application of any provision of these Terms and Conditions to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Terms and Conditions, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Terms and Conditions shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible

with applicable law.

15. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's [Privacy Policy](#).

16. Winner List: For a winner list, click [HERE](#). The winner list will be posted after winner confirmation is complete.

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