

ARM & HAMMER™ Baking Soda Fright Night Fizz DIY Contest
Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW OR REGULATION.

1. ELIGIBILITY:

The Contest is open only to individuals who, at the time of entry, are: (a) eighteen (18) years of age or older (or the age of majority in the state in which you reside, whichever is older); (b) the parent or legal guardian of a child that is currently attending an elementary or middle school (the "Child") and (c) a legal resident of the fifty (50) United States and Washington, D.C. (i.e., excluding Guam, Puerto Rico and all other U.S. territories and possessions), who are physically located and residing therein.

Employees, officers, and directors of Sponsor, Administrator, and each of their affiliated companies, subsidiaries, licensees, franchisees, distributors, dealers, sales representatives, their advertising and contest agencies, and any and all other companies associated with the Contest (collectively, the "**Contest Entities**"), and each of their immediate family members and/or people living in the same household are not eligible to participate. Eligibility is subject to all federal, state, and local laws and regulations.

2. CONTEST TIMING: The ARM & HAMMER™ **Baking Soda Fright Night Fizz DIY Contest** (the "**Contest**") entry period begins on Monday, September 24, 2018 at 12:00:01 a.m. Eastern Daylight Time ("**EDT**") and ends on Sunday, October 14, 2018 at 11:59:59 p.m. ET ("**Entry Period**"). All entries will be judged by the judge based on predefined judging criteria as later described in these rules to determine the ten (10) finalists ("**Finalists**") to move to the public voting phase to determine the Grand Prize winning entry. The Finalists will be announced on Friday, October 19, 2018. All Finalists entries will be open to public voting starting on Friday, October 19, 2018 at 12:00:01 a.m. EDT and ending on Sunday, October 28, 2018 at 11:59:59 p.m. ET ("**Public Voting**"). The Grand Prize winner will be announced on or about Monday, October 29, 2018. The Administrator's designated server will be the official timekeeper for this Contest.

3. ACCEPTANCE OF RULES: Entry in the Contest does not constitute entry into any other promotion, contest or sweepstakes. Each eligible person who submits an entry in the Contest (each, an "**Entrant**"), unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Church & Dwight Co., Inc., 500 Charles Ewing Blvd., Ewing, NJ 08628 (the "**Sponsor**" and "**Judge**"), and/or Wyng, 360 Park Avenue S., 20th Floor, NY, NY 10010 (the "**Administrator**"), whose decisions shall be final and legally binding in all respects.

4. HOW TO ENTER: SHOW US YOUR CREATION

It's not hocus, pocus, it's Baking Soda! Make your own Halloween fizz creation for a chance to win \$2,000 for yourself and another \$2,000 for your child's school! Submit a video (up to 1 minute in length) OR hi-res picture of

your Fright Night Fizz creation, along with your ingredient/supply list and a brief description (no more 300 characters) of your spooky creation.

WHERE TO ENTER:

Visit the Sponsor's Contest Page: Complete the online official entry form with all required information found at www.armandhammer.com/frightrightfizz, including uploading your Eligible Entry and listing the name and location of your Child's school ("School"). Complete your entry by agreeing to the Official Rules and submit. Your entry will be reviewed for compliance and if approved will be entered in to the judging process.

LIMIT: You may enter one (1) time during the Entry Period.

All entries are subject to verification and approval by the Sponsor. Entries that do not meet the requirements for the video or photo specified above and below or otherwise do not comply with the Official Rules herein may be disqualified. Any attempted form of entry other than as described herein is void. Sponsor will determine in its sole discretion, what constitutes a valid entry. All materials submitted become the property of the Sponsor and will not be returned or acknowledged.

Sponsor reserves the right to cancel or modify the Contest if fraud or technical failures destroy the integrity of the Contest as determined by the Administrator and Sponsor, in their sole discretion and to award the prizes based on the judging criteria set forth in these Official Rules from all eligible entries received prior to the cancellation.

License:

By submitting a video or photo, each Entrant grants Sponsor and/or the participating partners of the Contest, if any, a perpetual, worldwide, irrevocable, non-exclusive, royalty-free license to transform, edit, modify, reproduce, distribute, transmit, publish, broadcast, perform, display, or otherwise use the video or photo with or without modifications, in any form or medium whether now existing or later developed, for any and all purposes without limitation and without further compensation, notice or approval from such Entrant.

Requirements for Eligible Entry, including the Photo and Video: Photos must be submitted in hi-res .JPG or .PNG format. Photos and videos must be Entrant's own original work, created solely by Entrant and not created professionally; must not have been previously published, released or distributed in any form; and must not have won any award. Entries must not advertise or promote third parties' goods or services, nor contain any material which violates or infringes any copyright, trademark, trade name, trade secret, right of publicity or privacy or other personal and/or proprietary right of any person or entity. Entries must not use third party artistic works, copyrights, trademarks, trade names, logos, similar brand identifying marks, trade secrets or other proprietary rights. Entrants may however use the Church & Dwight Co., Inc., trademark/products in the video or photo. Components of the Eligible Entry, including the photo and/or video, description or title, may also: not feature any person other than entrant and/or entrant's Child, unless entrant has obtained all necessary written permissions and releases from such persons prior to submission and such persons are over the age of majority in his/her state of legal residence; not contain any personal identification, such as personal names, email

addresses or street addresses, without express permission; not contain, mention, refer or otherwise allude to any material, subject or otherwise that is violent, lewd, vulgar, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, racially or morally offensive or otherwise contain inappropriate content or objectionable material; not display or promote nudity, religion, alcohol, illegal activity, drugs or tobacco, firearms/weapons (or the use of any of the foregoing), any activities that appear unsafe or dangerous, or any political agenda or message; and not depict or itself be in violation of any law. Sponsor reserves the right, in its sole discretion, to disqualify any entry that Sponsor believes, in its sole discretion, does not comply with or is in violation of these Official Rules or that otherwise contains prohibited or inappropriate content.

Entrant's Representations and Warranties/Indemnification: By submitting your Eligible Entry, you represent and warrant that with respect to all components of the Eligible Entry, including the photo or video: (i) the Eligible Entry is original, (ii) you own the Eligible Entry or otherwise have the right to submit it here and that such Eligible Entry does not violate or infringe upon the intellectual property rights or other rights of any third party, including but not limited to, rights of privacy and publicity; (iii) the Eligible Entry has not been previously published in any medium; (iv) the Eligible Entry does not and will not violate any applicable laws and is not and will not be considered defamatory or libelous; and (v) you are the parent or legal guardian of any Child featured or depicted in the photo or video and you have obtained any and all necessary permissions and releases required, if any, to submit the Eligible Entry and for Sponsor's right to use the Eligible Entry for any purpose, including the consent of any identifiable third person(s) appearing in the Eligible Entry (other than entrant's minor Child). Each Entrant hereby agrees to indemnify and hold the Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers, and directors harmless from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the representations, warranties or agreements of Entrant hereunder.

Entry Notes: Once an Eligible Entry has been submitted, Entrant cannot access/revise its entry in any way. Entries made on another's behalf by any other individuals or any other entity, including but not limited to commercial sweepstakes/contest subscription notification and/or entering services, will be declared invalid and disqualified for this Contest. Tampering with the entry process or the operation of the Contest is prohibited and any entries deemed by the Administrator and Sponsor, in their sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

Release of Liability: By entering, all Entrants release and hold harmless the Sponsor, Judge and Administrator and each of the Contest Entities and each of their respective employees, officers, directors and agents from and against all claims, loss, harm, injury, cost, expense and damages whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, arising in connection with each Entrant's participation and/or entry in the Contest and/or his/her receipt or use of the prize awarded in this Contest or

participation in any Contest-related or prize-related activity.

Sponsor is not responsible for problems downloading or uploading of a video or photo and/or any Contest related information to or from the web site or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an Entrant's ability to participate in this Contest.

Although it is free to enter the Contest, if you opt to access the Contest via your wireless mobile device, data rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Contest. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions. Sponsor is not responsible for any charges.

Use of Personal Data. Sponsor and Administrator will be collecting personal data about Entrants online, in accordance with their privacy policies. Please review Sponsor's privacy policy at <https://churchdwight.com/privacy-policy.aspx> and Administrator's privacy policy at <https://www.wyng.com/privacy-policy/> . By participating in the Contest, Entrants hereby agree to Sponsor's and Administrator's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's and Administrator's privacy policy. You are supplying information to the Sponsor.

5. **JUDGING:** All entries will be judged by the Judge based on the following weighted criteria:
 - Creativity 80% (Presentation/Design 40% and Write-Up/Description 40%)
 - Adherence to Contest Rules and Directions 20%

In the event of a tie, a third party judge selected by the Sponsor will judge the tied entries based on the above criteria to determine the Finalist from the tied entries. At the end of the Judging period, the top ten (10) entries that received the highest cumulative scores by the Judge will become the Finalists. Finalists announced on October 19, 2018. Decisions of the Judge are final and cannot be appealed.

6. **FINALIST PUBLIC VOTING:** Public Voting starts on Friday, October 19, 2018 at 12:00:01 a.m. EDT and ends on Sunday, October 28, 2018 at 11:59:59 p.m. ET. Visit www.armandhammer.com/frightnightfizz and vote for your favorite Entry utilizing the judging criteria in Rule #5 above. LIMIT: You may vote one (1) time

per day per person. For purposes of voting, a "day" is defined as a twenty-four (24) hour period, beginning at 12:00:01 a.m. EDT of a calendar day and ending at 11:59:59 p.m. EDT of that same calendar day. At the end of the Public Voting Period, the Entry with the greatest number of fan votes will be the Grand Prize winner. In the event of a tie, the Sponsor will cast one (1) vote between the tied Entries to determine the winner. Use of any automated device to vote is prohibited and any vote that is submitted with the use of an automated device will be void. Sponsor reserves the right to disqualify any person tampering with the voting process and to disqualify and void any votes that were submitted or obtained by fraudulent means or were otherwise in violation of the voting rules, as determined by Sponsor in its sole discretion.

7. WINNER ANNOUNCEMENT:

All Contest winners will be announced on or about Monday, October 29, 2018.

8. PRIZE/APPROXIMATE RETAIL VALUE ("ARV"): Only the prizes listed below will be awarded in this Contest.

One (1) Grand Prize: Winner to receive \$2,000 PLUS another \$2,000 will be donated in the name of the winner to the School. ARV \$4,000.

The Grand Prize winner will be required to submit an affidavit of eligibility / release of liability/ prize acceptance agreement and W-9 request for tax payer identification (the "**Prize Acceptance Release**") and return same within three (3) business days with all required information before being eligible to receive his or her prize. In addition, the Grand Prize Winner will be required to cooperate with the Sponsor to secure any required documentation from the School.

Nine (9) Runner-Up prizes: Each Runner-Up will receive a \$100 Gift Card. ARV \$100 each. Gift card is subject to its terms and conditions.

Total ARV of all Contest prizes available to be won is \$4,900.

Any and all federal, state and local taxes on any prize are the sole responsibility of the prize winner. Any portion of a prize not accepted or unclaimed and/or unused by a winner will be forfeited and will not be substituted. No transfer, substitution, cash redemption or replacement of prize permitted, except that Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value (or cash equivalent).

Prize will be awarded only if the prize winner fully complies with these Official Rules. Sponsor or Sponsor's representative reserves the right to deny portions of the prize package to winner, with no further compensation, if winner engages in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

9. WINNER NOTIFICATION: Conduct of the Contest is under the supervision of the Administrator and Judge. Prize winner shall be required to verify name and

complete mailing as requested by the Administrator. Prize winner will be notified by phone and/or by email or mail or express mail using the contact information provided at the time of entry. Administrator and Sponsor shall have no liability for any potential prize winning notification that is lost, intercepted or not received by any potential prize winner for any reason. If, despite reasonable efforts, any potential prize winner does not respond within (3) calendar days of the first notification attempt, or if the prize notification or prize is returned as unclaimed or undeliverable to such potential prize winner, the potential prize winner will forfeit his or her prize and an alternate winner may be selected from remaining eligible entries with the next highest fan vote score. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential prize winner will be disqualified and an alternate winner may be selected from remaining eligible entries with the highest fan vote score.

10. **PUBLICITY RELEASE/ASSIGNMENT OF RIGHTS:** Acceptance of any prize constitutes prize winner's permission for the Contest Entities to use prize winner's entry materials, in whole or in part, and the name, photograph, likeness, voice, biographical information, statements and city and state of residence (collectively, the "**Attributes**") of winner and winner's Child, for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization, (except where prohibited by law), and releases the Contest Entities from all claims arising out of the use of such Attributes.

Each Entrant: (i) grants to the Sponsor, in perpetuity, a non-exclusive, royalty-free license to publish, display, reproduce, modify, edit or otherwise use his/her and his/her Child's Attributes, in whole or in part, for advertising or promoting the Contest, the Contest Entities or for any other reason; (ii) waives all moral rights in and to his/her video or photo and the Attributes in favor of the Sponsor; and (iii) agrees to release and hold harmless the Contest Entities from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action that relate in any way to the entry, entrant's video or photo, the use of the Attributes as permitted hereunder or the Contest. The Sponsor/Administrator reserves the right, in its/their sole and absolute discretion and at any time during the Contest, to modify, edit or remove any video or photo, if a complaint is received with respect to the video or photo, or for any other reason. If such an action is necessary, then the Sponsor reserves the right, in its sole and absolute discretion, to remove the video or photo from the Contest.

By submitting an entry, you agree that your submission is gratuitous and made without restriction, and will not impose any obligation upon Administrator or Sponsor. Administrator and Sponsor are free to disclose or otherwise disclose the ideas contained in the video or photo on a non-confidential basis to anyone and are free to otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your submission, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you.

11. DISQUALIFICATION: Administrator and Sponsor reserve the right in their sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to disparage, annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No incomplete, forged, software-generated or other automated multiple entries will be accepted.
12. SEVERABILITY: 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.
13. LIMITATION OF LIABILITY:
- Sponsor, Administrator, Judges and the Contest Entities are not responsible for, and Entrant hereby releases Sponsor, Administrator, Judges and the Contest Entities from any claims arising from: (i) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iii) unauthorized human intervention in any part of the entry process or the Contest; (iv) electronic or human error which may occur in the administration of the Contest or the processing of entries; (v) any injury or damage to persons or property, including but not limited to Entrant's computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest: and (vi) use of any prize.
14. 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 appropriate federal or state court of the State of New Jersey and Entrant hereby submits to the exclusive jurisdiction of such courts and waives any objection it might have based upon improper venue or inconvenient forum; and (2) unless otherwise prohibited, 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. 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 New Jersey, without giving effect to any choice of law or conflict of law rules (whether of the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.
15. WINNERS LIST: To obtain the name of the winners, send a self-addressed stamped envelope to: ARM & HAMMER Baking Soda Fright Night Fizz DIY

Contest Winners, PO Box 2312, Framingham, MA 01703-2312. Winners list will be available after 11/12/18. All such requests must be received by 11/30/18.

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The use of any prize manufacturer, name or trademark in connection with any of the prizes is solely for the purpose of describing such prize, and is not intended to suggest any affiliation or sponsorship.