

## **Kingsford Rewards**

### **PROGRAM TERMS AND CONDITIONS**

**1. Eligibility:** Kingsford Rewards (the "Program") is open to legal residents of the fifty (50) United States (including D.C.), eighteen (18) years old or older at the time of entry. Employees of The Clorox Company, Merkle Inc., and their parent and affiliate companies, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee, are not eligible. Void where prohibited.

**2. Timing:** Program begins on May 16, 2019 at 12:00 p.m. Pacific Time ("PT") and ends on December 31, 2020 at 11:59 p.m. PT (the "Program Period"). The purchase period (the "Purchase Period") begins on April 15, 2019 at 12:00 a.m. PT and ends on December 31, 2020 at 11:59 p.m. PT. Administrator's computer is the official time-keeping device for the Program.

**3. How to Receive Offer:** During the Purchase Period, purchase qualifying bag(s) of Kingsford charcoal ("Qualifying Purchase"). See Appendix A for a full list of Qualifying Purchases. Be sure to keep your receipt. Online purchases are not eligible. Take an image of your entire receipt. The receipt image must be clear and legible, include the purchase date and time, and show the Qualifying Purchase, the Qualifying Purchase price and total amount spent. Then, during the Program Period, visit <https://www.kingsford.com/rewards> and follow the links and instructions to register or log in to the Kingsford Rewards loyalty program. Next, follow the instructions to upload the image of your receipt. Each receipt can only be uploaded once. You will receive one (1) virtual punch for each approved Qualifying Purchase. Once you receive five (5) punches, you will receive one (1) \$5.00 coupon off any Kingsford Charcoal product priced above \$5.00 (the "Offer"). Terms and conditions of coupons apply.

Limit: Each participant may receive up to six (6) Offers. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of Offers 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. The Offer will be fulfilled 3-4 weeks of receipt being validated.

**4. Sponsor:** The Clorox Company, 1221 Broadway, Oakland, CA 94612. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**5. Release:** By receipt of the Offer, participant agrees to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and offer 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, arising out of participation in the Program or receipt or use or misuse of the Offer.

**6. Publicity:** Except where prohibited, participation in the Program constitutes recipient's consent to Sponsor's and its agents' use of recipient's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**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 registration process or 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 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, 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; (3) unauthorized human intervention in any part of the registration process or the Program; (4) technical or human error which may occur in the administration of the Offer or the processing of registrations; (5) late, lost, undeliverable, damaged or stolen mail; 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 or receipt or use or misuse of any Offer.

**9. Disputes:** Except where prohibited, participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Program or any Offer 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 (Southern Division) 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 Program, but in no event attorneys' fees; and (3) under no circumstances will participant be permitted to obtain awards for, and participant 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 participant and Sponsor in connection with the Program, 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.

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

As is explained in the Sponsor's Privacy Policy, to the extent permitted by law we use, and retain, the information that we collect to, among other things, comply with our legal obligations, resolve disputes, enforce our agreements, detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, including attempts to manipulate accumulated rewards or violate these Terms and Conditions, complete transactions, provide requested goods or services, identify or repair errors, or prevent inadvertent discrimination against those who exercise their privacy rights. We may also keep your information in order to use it in a manner that is aligned with the reasonable expectations of individuals or is compatible with the context in which it was provided to us.

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## Appendix A

- **Kingsford® Original Charcoal**  
(8lb, 15.4lb, 16lb, 16.6lb, 18lb, 20lb, 25.8lb, 27.8lb, 30lb, 32.7lb, 33.4lb, 39lb, 40lb, 43.2lb, 2 x 12lb, 2 x 14lb, 2x 18lb, 2 x 20lb)
- **Kingsford® Long Burn Charcoal**  
(8lb, 11.1lb, 12lb)
- **Kingsford® Competition Briquets**  
(11.1lb, 2 x 18lb)
- **Kingsford® Match Light® Charcoal with Hickory**  
(8lb)
- **Kingsford® Match Light® Charcoal with Mesquite**  
(8lb)
- **Kingsford® Charcoal with Applewood**  
(8lb, 14.6lb, 16lb)
- **Kingsford® Charcoal with Pecan**  
(8lb, 14.6lb, 16lb)
- **Kingsford® Professional Charcoal**  
(8lb, 12lb)
- **Kingsford® 100% Natural Hardwood Briquets**  
(12lb)
- **Kingsford® Lump Briquets**  
(10.6lb)
- **Kingsford® Match Light® Charcoal**  
(8lb, 11.6lb, 12lb, 12.5lb, 13.5lb, 15lb, 16lb, 18lb, 23.2lb, 25lb, 27lb, 30.8lb, 2 x 12lb, 2 x 14lb, 2 x 16lb)
- **Kingsford® Charcoal with Hickory**  
(8lb, 14.6lb, 15.7lb, 16lb)
- **Kingsford® Charcoal with Mesquite**  
(8lb, 14.6lb, 15.7lb, 16lb, 17lb, 20lb)
- **Kingsford® Charcoal with Cherrywood**  
(8lb, 14.6lb, 16lb)
- **Kingsford® Hardwood Briquets**  
(12lb)
- **Kingsford® Wood Pellets – Classic**  
(5lb, 20lb)
- **Kingsford® Wood Pellets – Signature**  
(20lb)
- **Kingsford® Wood Pellets – Hickory**  
(5lb, 20lb)
- **Kingsford® Wood Pellets – Cherry**  
(5lb, 20lb)
- **Kingsford® Wood Pellets – Maple**  
(5lb, 20lb)