

## Gift with Purchase Terms & Conditions

### Abbreviated Terms & Conditions Form:

**SPECIAL OFFER – LIMITED TIME ONLY. OFFER GOOD FROM 2/15/19 – 4/7/19 WHILE SUPPLIES LAST.** No limit on submitted receipts per person. See **TERMS**.

### Full Terms & Conditions Terms:

**Offer:** Offer good only between 2/15/19 and 4/7/19 (the “Promotion”). To receive a \$5 Walmart eGift Card (“Reward”), go to a participating Walmart store, and make a single transaction purchase including a minimum of \$15.00 (exclusive of taxes) of participating products. You will receive a Reward for every validated purchase of \$15 (exclusive of taxes) of participating products, while supplies last. To receive your Reward, take a photo of your entire receipt (“Receipt”), dated between 2/15/19 and 4/7/19, showing the store name, total amount and qualifying items starred. Text LAUNDRY to 47056 for the URL or visit **www.all-laundrypromo.com** (“Microsite”) directly between 2/15/19 and 4/7/19 either on your mobile device or desktop computer, create an account including your e-mail address, name, and any other information required, and submit the image of your full Receipt in accordance with the upload guidelines provided to you on the Microsite. Receipts must be submitted on the Microsite prior to 11:59:59pm EST on 4/30/19. Once your Receipt has been validated, you will receive an email with a link through which you will be able to access your Reward and instructions to redeem your Reward. Receipts are redeemable only via the Microsite and not available or redeemable in any manner other than provided herein. All redemptions received after such time are void. Void outside of the 50 United States and District of Columbia and where prohibited, taxed, or restricted by law. All Receipts are Sponsor's property and will not be returned. Receipts and Rewards are not transferable or substitutable.

**Eligibility:** Offer limited to residents of the fifty (50) United States and D.C., aged 18 or older. Employees, officers and directors of Henkel Corporation (“Sponsor”), and its parent company, subsidiaries, affiliates, partners, franchisees, advertising and promotion agencies, manufacturers or distributors of promotion materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers, directors are not eligible to participate. All federal, state and local laws and regulations apply.

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**Conditions:** Unlimited Rewards available. Duplicate requests will constitute fraud. Theft, diversion, reproduction, transfer, sale or purchase of this offer is prohibited and constitutes fraud. Requests from clubs or organizations will not be honored. Not redeemable in any manner other than provided herein. Requests not complying with all offer requirements will not be honored. Any fraudulent submission will be prosecuted to the fullest extent of the law. Sponsor reserves the right, in its sole discretion, in the event of unavailability, to substitute Reward with an item of equal or greater value.

If Reward is lost or stolen, it cannot be replaced, and there will be no refunds. Reward has no cash value, except as required by law. Cannot be combined with other promotional offers. One time use only. Reward cannot be copied, sold, or otherwise transferred. If the cost of rental of content is more than maximum value of the Reward, then user must pay the difference. The redemption of the Reward is subject to Tango's Terms and Policies at <https://www.tango.me/terms-of-use/>.

By participating, participants agree to release and hold harmless Sponsor and its advertising and promotion agencies, and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the "Released Parties"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death, which may occur in connection with this promotion, or possession, acceptance, use, misuse and/or consumption of the Reward. Released Parties are not responsible for lost, late, incomplete, non-compliant, or misdirected Receipts or reward claims. Released Parties are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the promotion, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this promotion or downloading any materials in this promotion. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this promotion should (in its sole discretion) virus, bugs, non-authorized human intervention, cheating, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the promotion. Released Parties are also not responsible for any for printing errors, lost, late, delayed, illegible, mutilated, damaged, incomplete or misdirected Receipts or reward claims, which will be void.

**Limitation of Liability; Disclaimer of Warranties:** IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY

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KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE MICROSITE AND/OR THE PROMOTION, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE MICROSITE AND ANY OTHER WEBSITES ASSOCIATED WITH THE PROMOTION. WITHOUT LIMITING THE FOREGOING, THIS PROMOTION AND THE MICROSITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**Disputes; Governing Law:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ALL RIGHTS TO TRIAL IN ANY ACTION OR PROCEEDING INSTITUTED IN CONNECTION WITH THESE TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THE PROMOTION. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS AND/OR THE PROMOTION SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY SUCH CONTROVERSY OR CLAIM SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND SHALL NOT BE CONSOLIDATED IN ANY ARBITRATION WITH ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY. THE ARBITRATION SHALL BE CONDUCTED IN THE COUNTY OF NEW YORK IN THE STATE OF NEW YORK.

THESE OFFICIAL TERMS AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Terms and Conditions and/or in connection with the entering of any judgment on an arbitration award in connection with these Terms and Conditions and/or the Promotion, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to New York. The parties agree not to raise the defense of forum non conveniens.

**CAUTION:** ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT

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TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Participants who do not comply with these Terms & Conditions, or attempt to interfere with this promotion in any way shall be ineligible. All Receipts are subject to verification and are void if (a) not obtained in accordance with these Terms and through legitimate channels, (b) any part is counterfeit, altered, defective, illegible, reproduced, tampered with, mutilated or irregular in any way or (c) contain printing, typographical, mechanical, seeding or other errors. Sponsor's liability for Receipts containing printing or other errors is limited to replacement of such Receipt with another eligible Receipt, while supplies last. Proof of submission will not be deemed to be proof of receipt by Sponsor.

**Use of Data:** Sponsor and their agency, 3 tier logic, collect personal data about participants online, in accordance with their privacy policies. Prior to submission, please review their privacy policies at [henkel-northamerica.com/ca-privacy-rights](http://henkel-northamerica.com/ca-privacy-rights) and <https://3tierlogic.com/privacy/>. By participating in the Promotion, each participant hereby agrees to Sponsor's collection and usage of his or her personal information, acknowledges that he or she has read and accepted Sponsor's privacy policy, and agrees to the Terms & Conditions of this Promotion.

*Sponsor reserves the right, in its sole discretion, to cancel, change, modify, terminate, or suspend this Promotion and to add or remove portions from these Terms & Conditions at any time. You are responsible for revisiting this page to review updates to these Terms & Conditions.*

**Sponsor:** Henkel Consumer Goods Inc., 200 Elm St., Stamford, CT 06902.

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