

Date: October 13, 2023
Client: PEP- P&G
Promotion: Tide Most Valuable Pile Sweepstakes
Subject: Official Rules – Draft 3

Full Legal Disclosures:

NO PURCHASE NECESSARY. Open to legal residents of the 50 U.S./D.C. who are 18 years of age or older as of the last day of the month prior to date of entry (or the age of majority in the jurisdiction in which they reside, whichever is older). Void where prohibited. The Tide Most Valuable Pile Sweepstakes starts at 12:00 a.m. ET on October 19, 2023 & ends at 11:59 p.m. ET on November 9, 2023. Sponsored by Procter & Gamble Distributing LLC. For Official Rules/eligibility, visit tide.com/mvptcs.

Social Media Legal Disclosure:

No purch nec 50 US/DC, age of majority+. Ends 11/9. Rules: tide.com/mvptcs

**TIDE MOST VALUABLE PILE SWEEPSTAKES
NO PURCHASE NECESSARY
OFFICIAL RULES**

1. **SWEEPSTAKES PERIOD:** The Tide Most Valuable Pile Sweepstakes (the “**Sweepstakes**”) starts at 12:00 AM Eastern Time (“**ET**”) on October 19, 2023 and ends at 11:59 PM ET on November 9, 2023 (the “**Sweepstakes Period**”).
2. **ELIGIBILITY:** The Sweepstakes is open to legal residents of the 50 states of the United States and the District of Columbia, who are 18 years of age or older as of the last day of the month prior to date of entry (or the age of majority in the jurisdiction in which they reside, whichever is older). Employees of The Procter & Gamble Distributing LLC (the “**Sponsor**”), Don Jagoda Associates, Inc. (the “**Administrator**”), The NFL Entities (as defined below), their respective parents, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional and judging agencies, and their immediate family members (spouses, parents, children, and siblings and their spouses) and household members of each (whether related or not), are not eligible to participate or win. Void where prohibited by law. All federal, state, and local laws and regulations apply.
3. **HOW TO ENTER:** There are two (2) ways to enter the Sweepstakes, as described below.
 - a. **Comment on a Sweepstakes Post:** At the beginning of the Sweepstakes Period, the Instagram accounts listed in the chart below will make a post (each a “**Sweepstakes Post**”) To enter, comment on the Sweepstakes Post (“**Comment Entry**”) to receive one (1) entry into the applicable Team drawing.
 - b. **Post on Instagram:** During the Sweepstakes Period, you may enter by posting a photo on Instagram showing your laundry pile (consisting of at least 5 articles of clothing; dirty or clean; and in a hamper, on the floor, in a washing machine or being folded) (“**Post Entry**”). Your Post Entry must include the hashtag #TideMVPSweepstakes and the hashtag correlating to the Team you wish to enter for (as listed in the chart below) and include @tidelaundry in the caption to be eligible. Each Post Entry will receive five (5) entries into the applicable Team drawing. Photo should be of laundry pile only, no people should be depicted in the Post Entry.

<u>Instagram Accounts</u>	<u>Hashtag</u>	<u>Team</u>
@philadelphiaeagles and @jordanmailata	#FlyEaglesFly	Eagles
@nygiants and @dexterlawrence18	#GiantsxTide	Giants

@bengals and @zeus_57	#RuleThePile	Bengals
@patriots and @hunterhenry	#PatsPile	Patriots
@buccaneers and @chrisgodwin	#GoBucs	Buccaneers
@steelers and @patfreiermuth	#HereWeGo	Steelers

Comment Entries and Post Entries will be collectively referred to as “**Entries**”. To enter the Sweepstakes, you must have an Instagram account and you must meet all site guidelines to have created an Entry. Your account settings must have been set to "public". Entries must be complete to be eligible. An Instagram account is required to enter and can be opened for free by downloading the Instagram application from the Apple store or Google Play. If you enter using your mobile phone, standard data fees/rates may apply. See your wireless provider for pricing plan details. Entries generated by script, macro or other automated means and entries by any means which subvert the entry process are void. Instagram is not affiliated with the Sweepstakes in any way and is not responsible for the administration of the Sweepstakes or the awarding of the prizes. No endorsement or approval of Sweepstakes by Instagram are expressed or implied. All Entries become the sole property of the Sponsor and will not be returned. Entries relating to the Sweepstakes represent solely the views and opinions of the individual entrant and do not reflect the views and opinions of the Sponsor in any manner. The Sponsor acts as a passive conduit for the posting and publication of such content and has no obligation to screen, monitor or review the content of posts and entries relating to the Sweepstakes and expressly disclaims any and all liability in conjunction with any such activities.

4. **ENTRY GUIDELINES:** Entries may not contain obscene, profane, lewd, defamatory or inappropriate images or text including no nudity, acts of violence or acts that appear to cause harm or are illegal/dangerous, as determined at Sponsor’s sole discretion. Any Entry or portion thereof that is, in the Sponsor’s sole discretion, obscene, profane, lewd, defamatory, highlights Sponsor or any of its brands in a negative way, contains any third party materials (other than Sponsor-owned), or otherwise violates or infringes (or may infringe) any copyright, trademark, logo, mark that identifies a brand (other than Sponsor-owned or NFL owned) or other proprietary right of any person living or deceased (including, but not limited to, rights of privacy or publicity or portrayal in a false light) or entity, or is otherwise objectionable, will not be considered. Each Entry must be the sole, original work of the entrant. All Entries become the sole property of the Sponsor and will not be returned.
5. **GRANT OF RIGHTS:** By entering, each entrant gives permission (and warrants and represents that he/she has obtained all rights necessary from third parties to give such permission and grant the license herein described) to Sponsor and its licensees, sublicensees, successors, and assigns, the exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, sublicensable right and license (including but not limited to, all intellectual property and proprietary rights including without limitation patents, trademarks, and copyrights) to use, perform, exhibit, edit, adapt, reproduce, manufacture, construct, tailor, distribute, sell, offer to sell, import and/or otherwise exploit the Entry, and the entrant’s likeness, name, voice and biographical information (including, but not limited to, city and state of residence), in any manner and in any and all distribution channels, venues, formats and media now or later known or developed (collectively, the “**License**”) without compensation (where permitted by law) and without review, approval or notice, to the extent permitted by law. The rights granted pursuant to the License shall also include, without limitation, the right to: (a) change, alter, distort, edit or revise the Entry, or any part thereof; and (b) make derivative works based on the Entry, or any part thereof. Entrant agrees to sign any documents required by Sponsor upon request (and without compensation) to confirm such License. Sponsor is not obligated to exercise any of the rights granted in these Official Rules.
6. **PRIVACY:** Information collected from entrants is subject to Sponsor’s Privacy Policy at https://www.pg.com/privacy/english/privacy_statement.shtml and will be used and disclosed for the purpose of

administering this Sweepstakes and contacting winners. This section does not limit any other consent(s) that an individual may provide the Sponsor in relation to the collection, use and/or disclosure of their personal information.

7. **RANDOM DRAWINGS:** Six (6) Grand Prize winners (1 for each Team as listed above), twelve (12) First Prize winners (2 for each Team as listed above) and sixty (60) Second Prize winners (10 for each Team as listed above) will be selected in separate random drawings on or about November 10, 2023 from among all eligible Entries received for the applicable Team drawing (indicated on Entry) during the Sweepstakes Period. The drawings will be conducted by Administrator whose decisions are final on all matters relating to the Sweepstakes. Odds of winning are dependent upon the total number of eligible Entries received for each Team during the Sweepstakes Period.
8. **WINNER NOTIFICATION:** The potential winners will be initially contacted by direct message from the Tide Instagram account and must respond to the direct message within forty-eight (48) hours of notification. By responding to the direct message with his/her email address, potential winner provides his/her express consent to electronic communications with the Sponsor for the purposes of administering this Sweepstakes. All potential Grand and First Prize winners will also be required to sign and return, via email, a Declaration and Liability/Publicity Release Form/Assignment of Rights, where legal ("Declaration"). If a potential winner fails to return the completed Declaration within forty-eight (48) hours, entrant shall be deemed to be ineligible, the prize will be forfeited and an alternate potential winner will be selected. Return of any prize notification as undeliverable or if a winner is ineligible, it may result in disqualification and alternate selection.
9. **PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"):**

<u>Team</u>	<u>Prize</u>	<u>ARV</u>
Eagles	Grand Prize (1): two (2) tickets to the game on 12/31/23, a personalized video from Jordan Mailata and a year supply of Tide	\$360
	First Prize (2): A personalized video from Jordan Mailata and a year supply of Tide	\$60
	Second Prize (10): A year supply of Tide	\$60
Giants	Grand Prize (1): two (2) tickets to the game on 12/3/23, a personalized video from Dexter Lawrence II and a year supply of Tide	\$240
	First Prize (2): A personalized video from Dexter Lawrence II and a year supply of Tide	\$60
	Second Prize (10): A year supply of Tide	\$60
Bengals	Grand Prize (1): two (2) tickets to the game on either 12/16/23 or 12/17/23, a personalized video from Orlando Brown Jr and a year supply of Tide	\$420
	First Prize (2): A personalized video from Orlando Brown Jr and a year supply of Tide	\$60
	Second Prize (10): A year supply of Tide	\$60
Patriots	Grand Prize (1): two (2) tickets for the game on 12/3/23, a personalized video from Hunter Henry and a year supply of Tide	\$201
	First Prize (2): A personalized video from Hunter Henry and a year supply of Tide	\$60
	Second Prize (10): A year supply of Tide	\$60
Buccaneers	Grand Prize (1): two (2) tickets to the game on 12/3/23, a personalized video from Chris Godwin and a year supply of Tide	\$1,160
	First Prize (2): A personalized video from Chris Godwin and a year supply of Tide	\$60

	Second Prize (10): A year supply of Tide	\$60
Steelers	Grand Prize (1): two (2) tickets and two (2) VIP pregame passes to the game on 12/3/23, a personalized video from Pat Freiermuth and a year supply of Tide	\$1,860
	First Prize (2): A personalized video from Pat Freiermuth and a year supply of Tide	\$60
	Second Prize (10): A year supply of Tide	\$60

A year supply of Tide will be awarded in the form of three (3) 92oz bottles of Tide Base HDL (winner's choice of Original or Free & Gentle) and two (2) 32ct Oxi PODS (winner's choice of Original or Free). Personalized videos have no retail value. No transfer or substitution for any prize is permitted for any reason, except at the sole discretion of the Sponsor, and, in such circumstance, an alternate prize (or portion of prize) of equal value will be awarded and the Sponsor's obligation to the winner will be fulfilled, and no other additional compensation will be provided. All federal, state and local taxes related to the prizes are the sole responsibility of each winner. Any guest (if applicable) of a Grand Prize winner must be eighteen (18) years of age or older (or the winner's child/charge) and will need to execute a release of liability prior to prize award. Winner must complete a release of liability for any minor guest that is their child/charge. Prizes must be used on date(s) specified (if applicable) or prize may be forfeited. Seat assignments are Sponsor-specified. All expenses and costs associated with acceptance or use of the prizes are the responsibility solely of the winners. No refund or compensation will be made in the event of the cancellation of any game except at the sole discretion of Sponsor. Lost, stolen or damaged tickets will not be replaced or exchanged. In the event a winner or any guest engage in behavior that (as determined by Sponsor in Sponsor's sole discretion) is inappropriate or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to eject winner and/or guest(s) from any event, in whole or in part, with no further compensation to the winner or guest(s), as applicable. Sponsor is not responsible for damages, losses, illnesses or injury resulting from acceptance or use of prizes. The prizes and each component thereof are awarded "as is" without any warranty of any kind except as required by law. Winners and any guests must also pass any required medical testing and comply with any additional requirements, at any time, that may be required or recommended by any government agency, venue, or Sponsor, including without limitation, passing one or more COVID-19 antigen and screening tests, and testing negative for COVID-19 or having been vaccinated against COVID-19. Winners and any guests may also be required to execute any assumption of risk and/or other documents relating to COVID-19. Limit one (1) prize per person.

10. **GENERAL:** By participating in the Sweepstakes and winning a prize, entrants/winners agree to be bound by these Official Rules and the decisions of the Sponsor which are final. Winning a prize is contingent upon fulfilling all requirements set forth herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Entries become the property of the Sponsor and none will be acknowledged or returned. The Sponsor accepts no liability for printing errors on material(s) distributed for this Sweepstakes nor will any responsibility be taken for late entries, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any human error which may occur in the processing of the Entries in the Sweepstakes or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with the Sweepstakes. Proof of entering information via Instagram does not constitute proof of delivery or receipt of such information. Sponsor is not responsible for the failure of any Entry to be received by Sponsor on account of technical problems, including malfunctions, or congestion on the internet or at any site. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or any website, violates the Official Rules, or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes 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 Official Rules shall not constitute a waiver of

that provision. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then the Sponsor reserves the right, at its sole discretion to cancel the Sweepstakes, in whole or in part, and select the applicable winners from all Entries received for each Team prior to cancellation. Sponsor reserves the right to modify the Sweepstakes or disqualify entrant if fraud, misconduct or technical failures destroy the integrity to the Sweepstakes as determined by the Sponsor, in its sole discretion.

11. **RELEASE:** Without limiting any other provisions of these Official Rules, by accepting a prize, each winner agrees to release and hold harmless the Sponsor, its agencies, suppliers, Instagram and the NFL Entities (as defined below) and each party's respective subsidiaries, affiliated companies, officers, directors, employees and agents, from and against any and all claims or cause of action, including death and property, sustained due in whole or in part, directly or indirectly, from participation in this Sweepstakes, use, misuse or redemption of any prize, including, but not limited to, any injuries, death, damages, or losses sustained while participating in any activity made possible by utilizing the prize. The National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC, and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, the "**NFL Entities**"), will have no liability whatsoever for, and will be held harmless by entrant for any liability for any bodily injury, loss, cost or damages of any kind to persons, including death and property, damages sustained due in whole or in part, directly or indirectly, from Entry submission, winner's use of a prize associated with the NFL Entities, the acceptance, possession, use or misuse of any prize or parts thereof, if applicable or participation in the Sweepstakes or participation in any Sweepstakes related activity. Entrants waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. The NFL Entities have not offered or sponsored this Sweepstakes in any way.
12. **PUBLICITY:** By accepting a prize, each winner agrees to be governed by these rules, and, if requested, agrees to have his/her name and address (city and state only) in a winners' list. Winner further agrees to allow the Sponsor to use his/her name, address (city and state only) and photograph and Entry in perpetuity without compensation for advertising or other purposes worldwide, in any and all media now known or hereafter devised, including the internet, without compensation related to this Sweepstakes.
13. **GOVERNING LAW:** You, as a winner, agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or the prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Ohio. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules (whether of the State of Ohio or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Ohio.
14. **WINNERS:** For a list of winners, available until December 31, 2023, send an email to: Winners@dja.com with Tide Most Valuable Pile Sweepstakes Winners (11-2803-55) as the subject line.
15. **SPONSOR:** The Sponsor of the Sweepstakes is The Procter & Gamble Distributing LLC, One P&G Plaza, Cincinnati, OH 45202. The Administrator of the Sweepstakes is Don Jagoda Associates, Inc., 100 Marcus Drive, Melville, New York 11747.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram. You understand that you are providing your information to Sponsor, and not to Instagram.