

## **“2011 Henkel Helps Get Kids Fit” Contest Official Rules**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules. The “Henkel Helps Get Kids Fit” Contest ("Contest") will begin at 12:01 am Eastern Time (ET) on July 28, 2011 ("Contest Start Date"), and end at 11:59 pm ET on September 30, 2011 ("Contest Period"). Contest is sponsored by Henkel Corporation, 19001 N. Scottsdale Rd., Scottsdale, AZ 85255 ("Sponsor") who is solely responsible for all aspects of this Contest. The Contest is intended for viewing and participation in the United States only and shall only be construed and evaluated according to U.S. law.

### **1. Eligibility:**

The Contest is open to all legal residents of the 48 continental United States and D.C., 18 years of age or older, as of July 28, 2011. Employees, officers and directors of Sponsor and American Sweepstakes & Promotion Company (“Administrator”), and any of their parent companies, franchisees, affiliates, subsidiaries, agents and advertising and promotion agencies (collectively, “Released Parties”), as well as the immediate family members (parents, children, siblings, spouses) and/or persons living in the same household (whether related or not) of each are not eligible to participate in the Contest. All federal, state and local laws and regulations apply. **Void in Puerto Rico, Hawaii, Alaska, the U.S. Virgin Islands, and where prohibited, taxed or restricted by law.**

### **2. How to Enter:**

Participants can enter their local school public, private or charter, grades Kindergarten through 12, into the contest by visiting [www.henkelhelps.com](http://www.henkelhelps.com). Each participant completes the contest registration form, referred to collectively as “Story” which must address the theme “*Think your school is Fit to Win? Tell us why for a chance at \$10,000!*”

1. *What is your school doing right now to stay fit and healthy? (150 word max)*
2. *Why does your school need help to do more? (150 word max)*
3. *How do you think your school could put \$10,000 to good fitness use? (150 word max)*

To complete the Contest registration form, Entrants must provide their name, date of birth, address (including city, state and zip code), home phone number, email address; in addition, the Entrant must provide the School (public, private or charter) (collectively, “Honoree”) name, address (including city, state and zip code), and the name of the main contact and phone number at the School. The Entrant is responsible for all costs associated with the uploading and production of the Story. **All Story entries must be received by 11:59pm ET on September 30, 2011.** LIMIT one (1) Story per person per school. If entrant chooses to submit more than one Story it must be for a different school and must be submitted under a separate email address since the Contest will only allow

one (1) Submission per email address. Sponsor reserves the right to disqualify any person or email address that submits more than maximum allowed entries. Incomplete entries, or those containing incorrect information, will be voided. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. By participating in this Contest, entrants agree to be bound by these Official Rules and the decisions of the Sponsor which are final and binding in all matters relating to the Contest.

### **3. Story and Video Terms and Conditions:**

By entering this Contest, entrants agree that each Story and Video entry becomes the property of Sponsor and that the Sponsor may use such Story and Video for any proper purpose. Any personally identifiable information collected during an entrant's participation in this Contest will be collected by Sponsor and used by Sponsor, Administrator, their respective affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules.

Each Story and Video and the components thereof, including the essay must be the original work of the Entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity and must have been created in a legal and safe manner. If the Story or Video contains any material or elements that are not owned by the Entrant and/or are subject to the rights of third parties, the Entrant is responsible for obtaining, prior to submission of the Story and Video, any and all releases and consents necessary to permit the use and exhibition of the Story and Video and all of the components thereof by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness releases for any person who appears in or is identifiable in the Story or Video, and permission to reproduce, distribute, publicly display or otherwise use the Story (collectively, the "Clearances"). By submitting a Story and Video, Entrant warrants and represents that the Honoree consents to the submission and use of the Story in the Contest, and to its posting on the Internet in connection with the Contest.

Story or Video entries may not contain any of the following: i) Materials which include or constitute trademarks, trade names or copyrighted works created or owned by any person or entity other than Entrant or for which the Entrant has not obtained owner's permission to use; ii) Materials which contain identifiable commercial product brands; iii) Materials which contain clothing items bearing designer insignia, logos, profanities, or bearing the name or likeness of any celebrity, living or dead; iv) Materials which contain visible phone numbers, website links, street addresses, e-mail addresses or license plate numbers; v) Materials which contain profanities, vulgar language, lewd behavior, or are otherwise obscene or inappropriate for a general audience; vi) Materials which contain nudity or any depiction of real or simulated sexual acts; vii) Materials which contain extensive or gratuitous violence; viii) Materials which constitute or contain recording of actual illegal acts; ix) Materials which contain unsafe actions, or use of fire that may result in personal injury or destruction of property; x) Materials which violate anyone's privacy rights, violate any confidentiality or employment agreement, or which are defamatory; xi) Materials which are derogatory to Sponsor, or

any affiliated entity or person; xii) Materials which are discriminatory based on race, religion, national origin, physical disability, age, sex, or sexual orientation or preference; xiii) Materials in which any person identifiably appears where no appropriate written release has been obtained from such person granting all rights required herein; xiv) Materials which contain any computer virus, worm or other harmful computer programming; xv) Materials which do not comport with the Entry requirements; and xvi) Materials which Sponsor, in its sole discretion, deems to be otherwise objectionable. Entries which do not conform to these guidelines will be disqualified. Sponsor further reserves the right, in its sole and unfettered discretion, to verify at any time during the Contest that all necessary Clearances have been obtained and to disqualify and remove any photo if it believes that the necessary Clearances have not been obtained.

By submitting a Story and Video, Entrant irrevocably assigns, conveys and otherwise transfers to Sponsor, its successors, and assigns any and all right, title, and interest in perpetuity throughout the world in and to the Entrant's Story, including, without limitation, any and all copyrights, trademarks, contract and licensing rights, moral rights or "droit moral", and other intellectual property and proprietary rights in the Story, and the exclusive right to edit, change, revise, reproduce, display, perform, publish, distribute, license, sublicense, and sell the Story in whole or in part, and to prepare, use, and exploit derivative works or improvements thereof, in all forms and media now or hereafter known, including material in digital and electronic media, computer, audio and audiovisual versions, and translations and adaptations, all in any language throughout the world and in Sponsor's sole discretion in perpetuity. Without limiting the foregoing, Entrant hereby waives and releases Sponsor, from any and all claims that Entrant may now or hereafter have in any jurisdiction based on such "moral rights" or "droit moral" or unfair competition with respect to Sponsor's exploitation of the Story without further compensation to Contestant of any kind. Entrant agrees that email shall satisfy any writing requirement that may apply to the assignment, conveyance, transfer, license, or waiver of any of the aforementioned rights. Entrant shall execute and deliver such documents, at Sponsor's expense, as requested by Sponsor or as may be necessary to vest in Sponsor the rights and waivers provided herein. Entrant agrees not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor or its affiliates, or any other person, on the grounds that any use of the Story, or any derivative works, infringe or violate any of entrant's rights therein. Entrant grants the Sponsor and its agents the right to associate the Story with entrant's name, image, likeness, hometown, and biographical information, without limitation and without compensation. Entrants shall not receive any compensation or credit for Sponsor's use of entries, other than that disclosed in these Official Rules.

#### **4. Grand Prize:**

There will be three (3) Prize winners. Each Prize winner will receive \$10,000 to spend on fitness programs in their school. The prize is not exchangeable or transferable. Total prize pool of the Contest is \$30,000. There will be no substitutions unless specified by the Sponsor.

## 5. Contest Winner Determination:

Each Story entry will be judged by a panel of qualified judges whose decisions are final. All essay submissions will be judged based on the following judging criteria:

- (a) Relevance to topic (40%) - Does the essay provide answers and solutions to how your school can benefit from the award?
- (b) Originality (30%) - Is your idea or approach innovative and new? Does the essay make us raise our eyebrows and get excited?
- (c) Inspiration (30%) - Does your essay make us want to do something that could positively affect the school community at large?

The panel of judges will determine the top five (5) Story entries in each category (elementary, middle and high school) on or about October 18, 2011. All finalists are subject to verification, including without limitation, verification of eligibility, compliance with these Official Rules and completion of release forms. The top fifteen (15) Story Entrants will be sent a Flip Video Camera and will have until October 25, 2011 to complete and return a video (taken with the Flip Video Camera or any video camera finalist wish to use detailing "Why your school is fit to win \$10,000 to help improve youth fitness" (the "Video"). The Video can be a maximum of two (2) minutes. The Video is subject to all Story Terms and Conditions as outlined in the aforementioned section (with exception of the aforementioned Video duration specified). Videos may NOT contain:

- Any copyrighted material not in the public domain or for which the entrant has not obtained the rights to use;
- 3rd party music for which entrant has not obtained the rights to use
- 3rd party voice-overs for which entrant has not obtained the rights to use;
- 3rd party stock photography or artwork for which entrant has not obtained the rights to use;
- Nudity, lewd or vulgar behavior; offensive language and/or gestures

During the Voting Phase, Voting will begin at 12:00 pm Eastern Time (ET) October 31, 2011 and will end at 12:00 pm Eastern Time (ET) November 20, 2011. Submissions of the top fifteen (15) finalists' Story entries and Videos will be displayed online at [www.henkelhelps.com](http://www.henkelhelps.com). The public will be invited to vote for the Submission that they believe best addresses the theme "Think your school is Fit to Win?" There are two ways to vote: 1) Participants can visit online at [www.henkelhelps.com](http://www.henkelhelps.com) and follow the instructions to view the voting page section. Once on this page they need to complete the required entry form and select the keyword of the school that they wish to vote for. 2) To vote by text message entry, participants must have a text message capable phone and text the keyword associated with the school they wish to vote for to the short code 50101 on their phone. Standard text messaging rates, terms, and conditions apply and may not be available from all service providers or for all handsets. Participants should check with their service provider for details. **Voting Limit:** Only one (1) vote per school category (elementary, middle or high school), per person, per day is allowed during the Voting Phase. Public is not permitted to share the same email address. Any attempt by anyone to submit more than the stated number of votes by using

multiple/different email addresses will void all their votes and he or she will be disqualified from further participation in the Contest. The Finalist who's Submission accumulates the most valid votes, and in the opinion of the judges, will be declared the winner in each category (elementary, middle and high school). For the second stage of the contest, should there be a tie within the public voting for the winner in each category, a panel of judges will make the final decision based on 50% theme, 25% inspiration and 25% creativity of Video.

#### **6. Internet Limitations of Liability:**

If for any reason, this Contest is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Contest, the Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process (if applicable), and to cancel, terminate, modify or suspend the Contest in whole or in part, at any time, without notice and award the prize using all non-suspect eligible entries received as of the termination/suspension date. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor also is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure or delay of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof.

Sponsor is not responsible for any damage to an entrant's system which is occasioned by participating in this Contest or by downloading any information necessary to participate in the promotion. Sponsor also is not responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of the entries in the Contest. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute regarding the identity of an individual who actually submitted an online entry, the entry will be deemed submitted by the authorized account holder of the email account. "Authorized account holder" is defined as the natural person who is assigned to an email account by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

## **7. Winner Notification:**

The winners will be selected based on the aforementioned judging and voting criteria, from among all eligible entries received. The aforementioned winners will be contacted on or about November 22, 2011 either by telephone and/or USPS mail, or other home delivery service of Sponsor's choice.

## **8. Prize Conditions:**

The winners are solely responsible for all applicable federal, state, and local taxes (if applicable) associated with the receipt of any prize. All prize winners will be required to sign an Affidavit of Eligibility and Liability/Publicity Release, and return it within 14 days of written notification. If a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, if potential winner cannot be reached within five (5) calendar days from the first notification attempt, or if potential winner fails to return requisite document within the specified time period, or if a potential winner is not in compliance with these Official Rules, then such winner shall be disqualified and, at Sponsor's sole discretion, an alternate winner may be selected for the prize at issue. The winner's entry into the Contest constitutes permission (except where prohibited) for the Sponsor to use said winner's name, photograph, likeness, statements, biographical information, voice and address (city and state), in all forms of media, including for advertising or purposes of trade, in perpetuity, without notice or further compensation.

## **9. Terms & Conditions:**

This Contest is subject to all applicable federal, state, and local laws. By entering the Contest, entrants agree to release Sponsor and its parent company, subsidiaries, affiliates, retailers, distributors and advertising and promotion agencies, and its and each of their respective directors, officers, employees, shareholders and agents from any and all liability, loss, damage or injuries to any person (including death) or property of any kind sustained in connection with their participation in the Contest or from their acceptance, receipt, possession and/or use or misuse of the prize, or for any typographical or other error in the printing, offering or announcement of the prize. Entrants further acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact or in law, relative to the prize, including, but not limited to, its quality or fitness for a particular purpose. Any person attempting to defraud or in any way tamper with the Contest mechanics and/or implementation will be prosecuted to the fullest extent of the law. By participating, entrants agree to waive any right to claim ambiguity in the Contest or these Official Rules. Sponsor reserves the right to disqualify any entrant that Sponsor determines, in its sole discretion, violates these Official Rules.

## **10. Disputes:**

By entering the Contest, entrants agree that 1.) Any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; 2.) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, and shall not include any punitive, consequential or other damages, including costs associated with entering the Contest but in no event include attorneys' fees; and 3.) Under no circumstances will any entrant be permitted to obtain any award for, and

entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased 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 dispute resolution shall be made by the Sponsor in their sole discretion. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants and Sponsor or the Released Parties in connection with the Contest, shall be determined by the Sponsor in its sole and absolute discretion. These rules shall be governed by, and construed in accordance with the laws of the state of Arizona without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the state of Arizona. Any legal proceedings arising out of this Contest or relating to these Official Rules shall be instituted only in the federal or state courts located in the state of Arizona, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. The invalidity or unenforceability of any provision of these Official 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 Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The value of the Contest prizes set forth above represents Sponsor's determinations of the ARV in its sole and absolute discretion thereof and such determinations are final and binding and cannot be appealed. If the actual value of any prize turns out to be less than the states ARV, the difference will not be awarded in cash.

**11. Winners List:**

To request a copy of the winner list, please send a self-addressed, stamped business size envelope, by January 15, 2012, to: ASC/"Henkel Helps Get Kids Fit" Contest Winners List, 300 State Street, Suite 402, Rochester, NY 14614.

**Sponsor:** Henkel Corporation, 19001 N. Scottsdale Rd., Scottsdale, AZ 85255