

**ENERGIZER® MAX® POWERED UP HOLIDAY CHALLENGE  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**THE *ENERGIZER® MAX®* POWERED UP HOLIDAY CHALLENGE (THE “CONTEST”) IS INTENDED FOR PARTICIPATION ONLY IN THE UNITED STATES AND SHALL BE CONSTRUED ACCORDING TO, AND GOVERNED EXCLUSIVELY BY, APPLICABLE UNITED STATES LAW. DO NOT PARTICIPATE IN THE CONTEST IF YOU ARE NOT A LEGAL RESIDENT OF THE UNITED STATES PHYSICALLY LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY OR DO NOT MEET THE ELIGIBILITY REQUIREMENTS SET FORTH IN THESE OFFICIAL RULES.**

**THE CONTEST IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH INSTAGRAM OR FACEBOOK. INSTAGRAM AND FACEBOOK ARE NOT AFFILIATED WITH THE SPONSOR IN ANY WAY.**

**ONCE YOU SUBMIT YOUR INSTAGRAM USER NAME IN THE MANNER SET FORTH BELOW, YOU LICENSE SHEKNOWS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY (“SPONSOR”), TO UTILIZE PHOTOGRAPHS AND VIDEOS YOU POST TO INSTAGRAM IN CONNECTION WITH THE CONTEST AS SET FORTH IN THESE OFFICIAL RULES.**

**BY ENTERING THE CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO SPONSOR FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

- 1. CONTEST PERIOD; ACCEPTANCE OF TERMS:** The *Energizer Max Powered Up Holiday Challenge* (the “Contest”) begins at 12:00:01 AM Pacific Standard Time (“PST”) on December 1, 2013 and ends at 11:59:59 PM PST on December 31, 2013 (the “Contest Period”). By participating in the Contest, you unconditionally accept and agree to comply with and abide by these Official Rules, the entry procedure for the Contest set forth on the Contest’s Website (as defined in Section 3), the Terms of Use of the Website located at <http://www.sheknows.com/mediakit/articles/813565/terms-of-use-agreement-1> (the “Terms of Use”) and the decisions contest judges, which shall be final and binding in all respects To the extent the Terms of Use and these Official Rules conflict, these Official Rules shall prevail.
- 2. ELIGIBILITY:** In order to be eligible for entry into the Contest, you must be (a) a resident of the 50 United States or the District of Columbia (“D.C.”) at the time of entry, and (b) 18 years of age or older (19 or older if a resident of Alabama or Nebraska) at the time of entry into the Contest . Employees, officers and directors of Sponsor, its parent company, affiliates, subsidiaries, advertising or promotion agencies and third party fulfillment agencies (collectively, the “**Sponsor Entities**”) and members of the immediate families (defined as including spouse, biological, adoptive or step-parents, children, siblings, grandparents, grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are **not** eligible to enter this Contest.  
The Contest is void outside the 50 United States/D.C. and where prohibited by law.
- 3. HOW TO ENTER:** To participate in the Contest, you must have a valid, public Instagram account. If you do not already have an Instagram account, download the free Instagram application or visit [www.instagram.com](http://www.instagram.com) and create an account as instructed. An Instagram account is free of charge. Once you have an Instagram account, to participate in the Contest during the Contest Period: (a) visit <http://www.sheknows.com/holidays-and-seasons/articles/1021279/energizer-maxs-powered-up-holiday-challenge> (“Website”) and follow the instructions provided to submit your Instagram account user name to Sponsor during the Contest Period; (b) follow @sheknowsdotcom and @Energizer on Instagram; and (c) using Instagram, upload an original photograph and/or video you have taken/created of your favorite, wacky or sentimental holiday traditions with a caption for such photograph/video tagged with hashtag “#HolidayPower” during the Contest Period. Limit one (1) entry per person/Instagram account.

Each photo/video entry (also referred to herein as a “Submission”) must be publically viewable on Instagram and must comply with Instagram’s Terms of Use and Community Guidelines, in addition to these Official Rules, in order to be eligible and qualify for participation in the Contest. All photos/video included in a Submission will be deemed to have been submitted by the authorized account holder of the Instagram account from which the photos/video are uploaded at the time of submission, as identified by the primary email address associated with that account. In order for your Submission to be complete, your Submission must satisfy the submission requirements described in Section 4 and you must have submitted your Instagram account user name in as set forth on the Website. Incomplete Submissions, including, without limitation, those Submissions that do not meet the requirements set forth herein, will not be eligible for judging. Your Submission must be received no later than 11:59:59 PM PST on December 31, 2013. The Website’s database clock will be the official time keeper for the Contest. Proof that you uploaded an entry does not constitute proof that it was received during the Contest Period. Sponsor will only accept Submissions during the Contest Period. Furthermore, Sponsor shall have no liability for any Submission that is lost, intercepted or not received by Sponsor. You are subject to all notices posted on the Website, including, without limitation, Sponsor’s Privacy Policy located at <http://www.sheknows.com/mediakit/articles/813566/privacy-policy-1>. Entry of a Submission into the Contest does not indicate that the Submission has complied with the Official Rules. Sponsor reserves the right, in its sole and absolute discretion, to reject, disqualify and/or remove any Submission that violates these Official Rules without any notification or warning.

4. **SUBMISSIONS:** The requirements for Submissions are as follows:
- a. Each Submission must consist of one photograph or video of your favorite, wacky or sentimental holiday traditions. Include a caption for your Submission and tag the Submission with hashtag “#HolidayPower”.
  - b. The photograph and/or video included in the Submission must be in a digital format accepted by Instagram for upload.
  - c. Each Submission and all contents of each Submission must be entirely your own work and must not contain any content that is obscene, pornographic, libelous or otherwise objectionable or inappropriate, as determined by Sponsor in its sole discretion.
  - d. You may not submit any photograph, video or caption that contains any elements from any other artist’s creation, work or pieces.
  - e. Other than the Sponsor, its brands and/or logos, no Submission may show, contain, mention, depict, refer or otherwise allude to the name or logo of any retailer, manufacturer, brand, product, store, place of business, person, company or character.
  - f. You agree that once you submit your Submission, it becomes the licensed property of Sponsor, as described more fully in Section 8, below.

Entries may only be submitted by an individual person; group Submissions will not be accepted. For example, although different individuals might have taken part in the making of a Submission, and more than one (1) individual may appear in the Submission, only one (1) individual (i.e., the person named on the entry form) will be considered to be the “Entrant” for purposes of this Contest.

5. **JUDGING AND WINNER NOTIFICATION:** At the end of the Contest Period, the Submissions shall be judged by qualified representatives of Sponsor, who will select one winner of the Contest from such Submissions based on the following criteria: (a) up to 10 points will be awarded for the completeness of the Submission; (b) up to 10 points will be awarded for the appropriateness of the Submission to the stated contest theme set forth above; and (c) up to 80 points will be awarded based on the creativity of the Submission. In the event of a tie, the Submission with the highest number of points in the “Creativity” criterion will be deemed the winner. The decision of the judges of the Contest on all matters related to the Contest and these Official Rules shall be final and binding. The potential winner of the Contest will be notified of potentially winning the Contest via email and must respond to Sponsor within 48 hours of Sponsor sending such notification, which response shall include the winner’s mailing address, age, first name, last name, phone number (including area code) and email address. In the event that the potential winner does not respond within such 48-hour period, or if the potential winner is otherwise ineligible or fails to complete any required prize claim documents (as defined below), Sponsor shall have the right, but not the obligation, to award the prize to the entrant whose Submission earned the next highest score. This process may continue until the prize has been

awarded. Sponsor shall have no liability if the winner notification is not received for any reason. Except as otherwise stated in these Official Rules, personal information collected in connection with this Contest will be used in accordance with the privacy policy for the Website and with the consent given by an entrant at the time of entering a Submission. Any communication or information transmitted to Sponsor and/or the Website by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary.

6. **PRIZE AND APPROXIMATE RETAIL VALUE (“ARV”):** One prize will be awarded, consisting of one (1) \$500 value cash equivalent gift card (ARV \$500.00). Use of gift card is subject to the terms, conditions and policies of the issuer thereof. Sponsor may in its sole and exclusive discretion replace the prize with a prize of equal or greater value if the advertised prize becomes unavailable.
7. **PRIZE CLAIM:** The potential winner of the Contest will be notified through Instagram or email as set forth in Section 5 and will be required to sign and return within a specified time period an Affidavit of Eligibility (“Affidavit”), a Liability Release and, where permitted by law, a Publicity Release and any other documents Sponsor may require as a condition of receiving the prize. Failure to timely return required documents in a timely manner or the return of any prize notification or prize as undeliverable will result in prize forfeiture and the next-highest scoring entrant will become the new potential winner of the Contest. The new potential winner of the Contest will also be subject to the requirements set forth in these Official Rules. Federal and state income taxes on the prize are the sole responsibility of the winner of the Contest. No assignment or transfer of prize is permitted.
8. **LICENSES:** By entering a Submission in the Contest, you hereby grant Sponsor and its successors a worldwide, perpetual, exclusive, irrevocable, royalty-free, sublicenseable (through multiple tiers) and transferable license (with a right to create derivative works) to use, copy, modify, distribute, perform, publicly perform and display your Submission, in any and all media, now known or hereafter discovered in whatever form, for any legal purposes whatsoever. You irrevocably waive any and all so-called moral rights you may have in the Submission submitted by you. An Entrant may use Sponsor’s logos/trademarks for purposes of this Contest only. No other rights or licenses in or to Sponsor’s logos/ trademarks or other property owned by Sponsor are granted hereunder.
9. **REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION:** By entering, each Entrant represents and warrants that he or she has obtained, in writing, prior to the submission of the Submission: (a) all rights, licenses, and permissions from any person (or parent/legal guardian if person is a minor) who may have helped create or who may appear in the Submission; and (b) all rights, licenses, and permissions for the use, in the Submission, of any material or elements that are not owned by the Entrant, and/or which are subject to the rights of a third party or parties.

Each Entrant further represents and warrants that his or her Submission conforms to these Official Rules, and that the Submission:

- a. is the original work of the Entrant, and was not previously published or submitted in any other contest. Modifying, enhancing or altering a third party’s preexisting work does not qualify as an Entrant’s original creation.
- b. does not contain any use of the names, likenesses, photographs, or other identifying elements, in whole or in part, of any person or character, whether living, dead or animated, without permission (proof of which in all cases must be provided to the Sponsor upon request in a form satisfactory to the Sponsor);
- c. does not include trademarks, logos (with the exception of Sponsor’s logos/trademarks to the extent allowed by these Official Rules\*), or copyrighted material not owned by Entrant or material that is used without permission or that otherwise infringes or violates the rights of any third party (including but not limited to, copyrights, trademarks, patents, trade secrets, logos, contract and licensing rights, rights of publicity or privacy, moral rights (i.e., “droit morale”), or any other intellectual property rights);
- d. except as set forth above, the content of the Submission is not subject to any third party agreement(s), and the Sponsor will not be required to pay or incur any sums to obtain further permissions of any person or entity as a result of its use or exploitation of the idea or photo/video

- or rights therein or portions, modified versions or derivative works thereof as contemplated in these Official Rules;
- e. does not defame, misrepresent, or contain any content which could adversely affect the name, reputation, or goodwill of the Sponsor or any other individuals and/or entities, the determination of which shall remain in the sole discretion of Sponsor;
  - f. does not contain pornographic or sexual content, hateful content of any kind (including, without limitation, racism, sexism, etc.), content that promotes violence or harm to another living creature, or any other offensive, obscene or inappropriate content, the determination of which shall remain in the sole discretion of Sponsor;
  - g. does not include threats of any kind or content that would intimidate, harass, or bully anyone, or invade the privacy of any person, the determination of which shall remain in the sole discretion of Sponsor;
  - h. does not violate any applicable federal, state or local laws or include any content that would encourage or provide instructions for a criminal offense; and
  - i. your Submission does not contain any disabling device, virus, worm, back door or other disruptive or malicious code that may or are intended to impair their intended performance or otherwise permit unauthorized access to, hamper, delete or damage the Website or any other computer system, software, network or data.

The above restrictions are not intended to be exclusive. Sponsor may disqualify any Submission that it believes, in its sole discretion, to be offensive, objectionable or unfit for publication for any reason. Sponsor reserves the right to request proof of these representations and warranties in a form acceptable to Sponsor from you at any time. Each entrant agrees to release, defend, indemnify and hold harmless each of the Sponsor Entities, Facebook, Instagram, those working on behalf of the Sponsor Entities, Facebook and Instagram and each of their respective officers, directors, managers, representatives, employees, agents, successors and assigns from any damage, injury, death, loss or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, including reasonable attorneys fees, that may arise from or in any way relate to any entrant's participation in the Contest, entrant's breach of any representation, warranty or covenant set forth herein, Sponsor's use of the Submission or the awarding, acceptance, use or misuse of the prize (if applicable).

10. **FURTHER DOCUMENTATION:** In the event Sponsor shall desire to secure additional assignments, releases, certificates of engagement for the Submission or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of the agreements hereunder, you agree to sign the same upon Sponsor's request therefor (without any need for any additional consideration).
11. **PUBLICITY RELEASE:** By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between or among Sponsor and you, you irrevocably grant Sponsor and its successors, assigns and licensees, the right to use your Submission, name, Instagram user name, likeness, biographical information, and the name, likeness and biographical information of any individual(s) participating in the Submission, in any and all media for any purpose, including without limitation, commercial, advertising and promotional purposes as well as in, on or in connection with the Website or the Contest or other promotions, and hereby release the Sponsor Entities, Facebook and Instagram from any liability with respect thereto, unless prohibited by law.
12. **NATURE OF RELATIONSHIP / WAIVER OF EQUITABLE RELIEF:** You hereby acknowledge and agree that the relationship between you and the Sponsor Entities is not a confidential, fiduciary or other special relationship, and that your decision to provide your Submission to Sponsor for purposes of the Contest does not place the Sponsor Entities in a position that is any different from the position held by members of the general public with regard to elements of your Submission. You acknowledge and agree that the Sponsor Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory or otherwise, with respect to the infringement or protection of your copyright in and to the Submission. Finally, you acknowledge that, with respect to any claim by you relating to or arising out of any Sponsor Entities' actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to you will not be irreparable or otherwise

sufficient to entitle you to seek injunctive or other equitable relief or in any way.

13. **GENERAL LIABILITY RELEASE/FORCE MAJEURE:** You agree that none of Sponsor, Facebook or Instagram, or any of their affiliates, shall be responsible or liable for any losses, damages or injuries of any kind resulting from the Contest or any Contest-related activity and you hereby waive all rights to bring any claim, action or proceeding against any of the Sponsor Entities, Facebook or Instagram with respect thereto. Without limiting the generality of the foregoing, none of the Sponsor Entities, Facebook or Instagram, or any of their affiliates, shall be responsible or liable for (a) any damage to your computer system which is occasioned by accessing the Website or participating in the Contest, (b) any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature, (c) incomplete, illegible, misdirected, misprinted, late, lost, damaged or stolen Submissions or notifications, (d) lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites or other connections, (e) the incorrect or inaccurate capture of information, or the failure to capture any information, (f) any ambiguity with respect to these Official Rules, including the judging criteria, any Affidavit documents or any promotional materials related to the Contest, or (g) any liability arising in connection with any other cause, condition or event whatsoever beyond the control of Sponsor. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be (a) tampering with the entry process or the operation of the Contest or the Website, (b) acting in violation of these Official Rules, (c) acting in an unsportsmanlike or disruptive manner, (d) acting with the intent to disrupt or undermine the legitimate operation of the Contest, or (e) acting in a manner to 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. In the event Sponsor is prevented from continuing with the Contest as contemplated herein by any event beyond its control, including, without limitation, fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, or any federal, state or local government law, order or regulation, or other cause not reasonably within Sponsor's control (each a "force majeure" event or occurrence), or if this Contest cannot be executed as planned, including but not limited to infection by virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of this Contest, or if this Contest is compromised or becomes corrupted in any way, electronically or otherwise, then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor will (if possible) select the winner from all eligible, non-suspect Submissions received as of the date of the event giving rise to the termination based on the judging criteria described herein.
14. **DISPUTES:** Any and all disputes, claims and causes of action arising out of or in connection with the Contest shall be resolved individually without resort to any form of class action. The Contest shall be governed by and construed in accordance with the laws of the State of Arizona regardless of principles of conflicts of laws that may require the application of the laws of another jurisdiction. Any action or litigation concerning this Contest shall take place exclusively in the federal or state courts sitting in Maricopa County, Arizona, and you expressly consent to the jurisdiction of and venue in such courts and waive all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. By entering the Contest, each entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with the Contest or the prize awarded, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest but in no event will attorneys' fees be awarded or recoverable; and (c) to the extent allowed by applicable law, under no circumstances will any entrant be permitted to obtain any award for, and each entrant hereby knowingly and expressly waives all rights to seek, punitive, incidental or consequential damages and/or any other damages, other than actual out-of-pocket expenses, and/or any and all rights to have damages multiplied or otherwise increased.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest -related materials or notifications and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS CONTEST. YOU HEREBY WAIVE, TO THE EXTENT ALLOWED BY APPLICABLE LAW, ANY RIGHTS OR CLAIMS TO ATTORNEYS' FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

15. **WINNER INFO:** To obtain a copy of the winner's name, send a self-addressed stamped envelope to *Energizer* Max Powered Up Holiday Challenge Winner List, 16101 N. 82<sup>nd</sup> St., Suite A-9, Scottsdale, AZ 85260. All such requests must be received no later than April 30, 2014. These Official Rules and the winner of the Contest will be posted on the Website.
16. **SEVERABILITY:** 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 shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
17. **SPONSOR:** This Contest is sponsored solely by SheKnows, LLC, 16101 N. 82<sup>nd</sup> St., Suite A-9, Scottsdale, AZ 85260. The Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram, Facebook or any other social media platform. **Any and all questions, comments or complaints regarding the Contest must be directed solely to Sponsor, not to Instagram, Facebook or any other third party.**

All trademarks used herein are the property of their respective owners.