

## DenTek 30 Day Family Floss Challenge Sweepstakes

### OFFICIAL RULES AND CONDITIONS OF ENTRY

**NO PURCHASE OR ENTRY FEE REQUIRED TO ENTER, PARTICIPATE, OR WIN. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**THIS CONTEST IS NOT SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK<sup>1</sup>, TWITTER<sup>2</sup>, INSTAGRAM<sup>3</sup>, OR ANY OTHER SOCIAL MEDIA SITE. BY ENTERING THE CONTEST, YOU AGREE TO RELEASE FACEBOOK, TWITTER, INSTAGRAM, AND ANY OTHER SOCIAL MEDIA SITE USED IN CONNECTION WITH THE CONTEST FROM ANY POTENTIAL LIABILITY IN CONNECTION WITH YOUR ENTRY AND PARTICIPATION IN THE CONTEST.**

**1. DESCRIPTION:** This Contest includes two different ways to win.

A. DenTek 30 Day Family Floss Challenge Sweepstakes powered by DenTek® (the “Grand Prize Contest”) is a contest where entrants may participate by publishing their original photo or video with caption to their social media channel, including Facebook, Twitter or Instagram, and tagging that content with the sweepstakes hashtag #FamilyFlossChallenge and at-mention DenTek® with the appropriate handle (Facebook, Instagram, and Twitter: @dentek) in the copy during the submission period for the Grand Prize Contest, which will begin at 12:01 a.m. Eastern Time (“ET”) on December 26, 2017 and will end at 11:59 p.m. ET on March 31, 2018 (the “Grand Prize Submission Period”). Only one entry per person will be considered during the Grand Prize Contest Submission Period. The winner of the Grand Prize Contest will win the Grand Prize described in Section 9.

B. DenTek 30 Day Family Floss Challenge Social Media Contest powered by DenTek® (the “Subcontest” or “Social Media Contest”) is a contest where entrants may participate by publishing their original photo or video with caption, following the directions outlined in Sponsor’s post, to their social media channel, including Facebook, Twitter or Instagram, and tagging that content with the sweepstakes hashtag #FamilyFlossChallenge and at-mention DenTek® with the appropriate handle (Facebook, Instagram, and Twitter: @dentek) in the copy during the applicable Entry submission period. Entry submission periods for the Subcontest are as follows: (1) beginning at 9:00 a.m. ET on January 8, 2017 and ending at 11:59PM ET on January 14, 2017 (the “First Subcontest Submission Period”), (2) beginning at 9:00 a.m. ET on January 15, 2017 and ending at 11:59PM ET on January 21, 2017 (the “Second Subcontest Submission Period”), (3) beginning at 9:00 a.m. ET on January 22, 2017 and ending at 11:59PM ET on January 28, 2017 (the “Third Subcontest Submission Period”), and (4) beginning at 9:00 a.m. ET on January 29, 2017 and ending at 11:59PM ET on January 31, 2017 (the “Fourth Subcontest Submission Period”). The First Subcontest Submission Period, the Second Subcontest Submission Period, the Third Subcontest Submission Period and the Fourth

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<sup>1</sup> Facebook is a registered trademark of Facebook, Inc.

<sup>2</sup> Twitter is a registered trademark of Twitter, Inc.

<sup>3</sup> Instagram is a registered trademark of Instagram, LLC.

Subcontest Submission Period are each referred to in these Official Rules as a “Subcontest Submission Period” and collectively as the “Subcontest Submission Periods,” the Grand Prize Submission Period and the Subcontest Submission Periods are referred to in these Official Rules as the “Contest Submission Period,” and the Grand Prize Contest and the Subcontest are collectively referred to in these Official Rules as the “Contest.” There is a limit of one entry per Subcontest Submission period. Any entries for the Subcontest qualify as entries for the Grand Prize Contest.

2. **SPONSOR & ADMINISTRATOR:** Prestige Brands, Inc., 660 White Plains Road, Suite 250, Tarrytown, NY 10591 is the Sponsor and the Administrator of the Contest (the “Sponsor” and the “Administrator”).
3. **ELIGIBILITY:** The Contest is open only to legal residents of the fifty United States and the District of Columbia who are at least 18 years of age or older as of the date of entry (except residents of AL and NE must be at least 19 years old as of the date of entry). (Each entrant is referred to in these Official Rules as an “Entrant”). Employees, officers, directors, agents, representatives and their immediate families (spouses and siblings, parents and children and their spouses) and household members (whether related or not) of Sponsor/Administrator or any of their respective parent companies, subsidiaries, distributors, affiliates, vendors, service agencies and companies involved in the design, implementation and execution of the Contest (the “Contest Entities”) are not eligible to participate in the Contest. The Contest is subject to applicable federal, state and local laws and regulations and is void wherever prohibited or restricted by law.
4. **AGREEMENT TO OFFICIAL RULES:** By entering the Contest, you fully and unconditionally agree to be bound by and accept the terms of these Official Rules and Conditions of Entry (the “Official Rules”) and the decisions of Sponsor and Administrator (including with respect to the selection of winners and the interpretation of these Official Rules), which are final and binding in all matters related to the Contest. Eligibility to win a prize is contingent upon fulfilling all of the requirements set forth herein. Sponsor reserves the right to modify, suspend, extend or cancel the Grand Prize Contest and/or the Subcontest (with or without notice) at any time in Sponsor’s sole discretion and may, but is not required to, substitute another contest in its place. Sponsor further reserves the right to amend or change these Official Rules at any time, in Sponsor’s sole discretion.
5. **TIMING:** You may participate in the Grand Prize Contest by posting your original photo or video with caption to Facebook, Instagram, or Twitter during the Grand Prize Submission Period. The Grand Prize Winner will be randomly selected by Sponsor as described in Section 8 below on or about April 13, 2018 and will be announced on or about April 16, 2018.

You may participate in the Social Media Subcontest by posting your original photo or video with caption to Facebook, Instagram, or Twitter during the applicable Subcontest Submission Period. Social Media Subcontest Winners will be selected by Sponsor as described in Section 8 below one to three (1-3) days after the close of the applicable Subcontest Submission Period(each, a “Selection Period”). Each winner will be announced one to three (1-3) days after the applicable Selection Period.

## 6. HOW TO ENTER:

### Social Media Contest Entry:

You may enter a Social Media Contest in one of the following ways:

- a) Visit Sponsor's Facebook page at <https://www.facebook.com/dentek/>, and follow the directions to respond in a comment with original content to Sponsor's post on Facebook. There is a limit of one (1) entry per person across Facebook, Instagram, and Twitter and you may not use multiple social media accounts to enter. The use of an agency or any automated system to enter is strictly prohibited, and Sponsor reserves the right to disqualify any entries received through such methods, as determined by Sponsor, in its sole discretion. Sponsor reserves the right to remove a comment and void that entry for any reason, in its sole discretion.
- b) Visit Sponsor's Instagram page at <https://www.instagram.com/dentek/> or get served an identical Dentek® Instagram ad, and follow the directions in Sponsor's Instagram post by posting to one's own public account with original content. There is a limit of one (1) entry per person across Facebook, Instagram, and Twitter and you may not use multiple social media accounts to enter. The use of an agency or any automated system to enter is strictly prohibited, and Sponsor reserves the right to disqualify any entries received through such methods, as determined by Sponsor, in its sole discretion. Sponsor reserves the right to remove a comment and void that entry for any reason, in its sole discretion.
- c) Visit Sponsor's Twitter page at <https://twitter.com/dentek/>, and follow the directions to respond through one's public Twitter account with original content to Sponsor's post on Twitter. There is a limit of one (1) entry per person across Facebook, Instagram, and Twitter and you may not use multiple social media accounts to enter. The use of an agency or any automated system to enter is strictly prohibited, and Sponsor reserves the right to disqualify any entries received through such methods, as determined by Sponsor, in its sole discretion. Sponsor reserves the right to remove a comment and void that entry for any reason, in its sole discretion.

The Entrant's preferred social media account must be public in order for his/her entry to be valid. The Sponsor, in its sole discretion, may remove your Entry and disqualify you from the Subcontest if Sponsor believes, in its sole and absolute discretion, that your Entry fails to conform to these Official Rules or it determines the Entry to be inappropriate for any other reason. Sponsor is not responsible for any changes or effects caused to any Entrant's computer system or equipment as a result of submitting an Entry or participating in the Subcontest.

Sponsor reserves the right to disqualify any Entry at any time in the event Sponsor determines, in its sole and absolute discretion, that the Entry is offensive, inappropriate, not in keeping with Sponsor's or any Contest Entity's image or that an Entrant has not otherwise complied with these Official Rules. Further, Sponsor reserves the right to conduct a background check on all Winners, and to disqualify any Winner that it determines, in its sole discretion, would be damaging to Sponsor or its brands if that Winner were selected as a public representative. It shall be each Winner's responsibility to provide any personal information to Sponsor that Sponsor may deem necessary to conduct such background check of Winner.

### **Grand Prize Contest Entry:**

Share an original photo or video post with caption, and at-mention DenTek® on the photo with appropriate handle (Facebook, Instagram, or Twitter: @dentek) and hashtag #FamilyFlossChallenge. The Entrant's preferred social media account must be public in order for his/her entry to be valid. All Entries must be received between 12:01 a.m. on December 26, 2017 and 11:59 p.m. ET on March 31, 2018 to be eligible. Only one entry per person will be considered during the Grand Prize Contest Submission Period. The Sponsor, in its sole discretion, may remove your Entry and disqualify you from the Grand Prize Contest if Sponsor believes, in its sole and absolute discretion, that your Entry fails to conform to these Official Rules or it determines the Entry to be inappropriate for any other reason. Sponsor is not responsible for any changes or effects caused to any Entrant's computer system or equipment as a result of submitting an Entry or participating in the Grand Prize Contest.

Sponsor reserves the right to disqualify any Entry at any time in the event Sponsor determines, in its sole and absolute discretion, that the Entry is offensive, inappropriate, not in keeping with Sponsor's or any Contest Entity's image or that an Entrant has not otherwise complied with these Official Rules. Further, Sponsor reserves the right to conduct a background check on all Winners, and to disqualify any Winner that it determines, in its sole discretion, would be damaging to Sponsor or its brands if that Winner were selected as a public representative. It shall be each Winner's responsibility to provide any personal information to Sponsor that Sponsor may deem necessary to conduct such background check of Winner.

- 7. REPRESENTATIONS AND WARRANTIES:** By submitting an Entry, each Entrant represents and warrants as follows: (i) Entrant has the full and exclusive right, power and authority to submit the Entry and to grant Sponsor, Administrator, and the Contest Entities the right to present the Entry to the public without further compensation; (ii) the Entry is the Entrant's original work and does not contain any material that would violate or infringe upon the rights of any person or entity, including without limitation copyrights, trademarks or rights of privacy or publicity, or that is defamatory, threatening, indecent, obscene or offensive, or that is unlawful, in violation of or contrary to any applicable laws or regulations, or that requires a license from any third party; (iii) Entrant has the express written consent of any identifiable persons appearing or referenced in the Entry to their name, identity, title, likeness, distinctive appearance, physical likeness, image, portrait, picture, photograph (whether still or moving), screen persona, voice, vocal style, statements, gesture, mannerism, personality, performance characteristic, biographical data, signature, and any other indicia or imitation of identity or likeness being used in the ways set out in these Official Rules, including Sponsor's right to use the Entry for any future commercial purpose without restrictions; (iv) no rights in the Entry have been previously granted to any other person, firm, corporation or entity; (v) the Entry does not contain any computer viruses and is otherwise uncorrupted; (vi) the Entry is appropriate for public viewing and is not lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, or otherwise contains content which Sponsor in its sole discretion decides is inappropriate or objectionable, nor does the Entry disparage or cast a negative light on any person, entity, or brand, product, or service; and (vii) the Entry does not and will not violate these Official Rules or any applicable federal, state or local laws or regulations. Entrant hereby agrees to indemnify Sponsor, Administrator, the Contest

Entities, and any licensee of Sponsor against all claims, damages, liabilities and expenses (including attorneys' fees and legal expenses) arising out of any breach or alleged breach of these representations and warranties.

## **8. WINNER DETERMINATION:**

### **Social Media Contest (“Subcontest”) Winner Selection**

**Drawing:** Within two to three (2-3) days of the end of the applicable Subcontest Submission Period, the Sponsor will select five (5) potential Winners (“Winners”) out of all eligible entries received across Facebook, Instagram, and Twitter during the applicable Subcontest Submission Period, based on Sponsor’s determination, in its sole discretion, of the response or comment to Sponsor’s post that best highlights Dentek® products.

**Notification and Requirements of Potential Winner:** Sponsor will attempt to notify the potential Winners (“Finalists”) within two to seven (2 - 7) business days of the selection by replying directly to the post the Finalist used to enter. If a Finalist does not respond within two (2) business days after Sponsor replies, or as directed by Sponsor, an alternate Finalist may be selected in his/her place in the manner described above from the remaining eligible entries received during the applicable Subcontest Submission Period. Except where prohibited, a Finalist may be required to complete and return an affidavit of eligibility and liability/publicity release. If a Finalist fails to sign and return these documents within the required time period, an alternate Finalist may be selected in his/her place in the manner described above from the remaining eligible entries received. Only three (3) alternate Finalists may be contacted for any prize. Sponsor/Administrator and the Contest Entities are not responsible for Finalist notifications that are misdirected or not received.

### **Grand Prize Contest Winner Selection**

One (1) Entry will be selected by Sponsor as the Grand Prize Winner (“Winner”) by a random drawing from the eligible Entries submitted during the Contest Submission Period. Sponsor will notify the one (1) Winner by email, Comment and/or Direct Message via social media on or about April 16, 2018 that he or she has been selected as the Winner. Sponsor/Administrator reserves the right to feature the Winner’s name on the Grand Prize announcement on the DenTek® website ([www.dentek.com](http://www.dentek.com)) and DenTek® social media pages (“Facebook”, “Instagram”, and “Twitter”). Three attempts will be made to contact the Winner within one (1) week after the end of the Contest Submission Period. If the Winner fails to respond within the one (1) week period, it will result in his or her disqualification and the Sponsor may, but is not required to, select an alternate Winner from the remaining eligible Entrants. Sponsor/Administrator and the Contest Entities are not responsible for Winner notifications that are misdirected or not received.

## **9. PRIZES:**

### **Social Media Contest Prizes (“Subcontest”):**

- First Subcontest Submission Period, 5 Winners:
  - Visa gift card and Floss Picks (Approximate Retail Value (“ARV”): \$60)

- Second Subcontest Submission Period, 5 Winners:
  - Movie tickets and Floss Picks (ARV: \$60)
- Third Subcontest Submission Period, 5 Winners:
  - Movie tickets and Floss Picks (ARV: \$60)
- Fourth Contest Submission Period, 5 Winners:
  - Visa gift card and Floss Picks (ARV: \$60)

**Grand Prize (“Contest”):**

- \$2,500 gift card (ARV: \$2,500)

The ARV of all prizes in the Contest is \$3,700.

**10. Prize Details and Conditions:** Prizes are non-assignable and non-transferrable and may not be redeemed or exchanged for cash. Sponsor reserves the right, in its sole discretion, to substitute a prize of similar approximate retail value. No other prize substitutions are permitted. **Each Prize Winner is responsible for all federal, state and local taxes, if any, and any other incidental expense incurred in connection with the Contest or any Prize.** Prize Winner will be required as a condition to receiving his or her Prize to provide Administrator with his or her social security number for tax reporting purposes as Administrator will file an IRS Form 1099 with the Internal Revenue Service for the fair market value of the prize. If a selected Prize Winner is unable to accept the Prize in its entirety, the selected Prize Winner will forfeit the Prize and the corresponding Prize may be awarded to an alternate Winner, as determined in Section 8.

**11. RIGHT OF PUBLICITY:** By entering the Contest, Entrants, Finalists, and all prize Winners consent to the use of their respective names, cities, states, likenesses, voices, biographical information, Entries, prize information and images for purposes of advertising, marketing and promoting Sponsor and Sponsor’s brands and products without compensation or further consent, except where prohibited by law.

**12. ENTRANT’S PERSONAL INFORMATION:** Information collected online from Entrants is subject to Sponsor’s privacy policy, located at <http://dentek.com/privacy-policy/>. By entering the Contest, you agree to the use of your personal information as described in Sponsor/Administrator’s privacy policy and Section 11 above. Entrants who do not wish to receive such e-mails may opt out upon receipt of the first e-mail or any e-mail thereafter by following the opt-out instructions provided therein.

**13. RELEASE OF LIABILITY:** Entrants, Finalists and Winners agree that the Sponsor/Administrator, the Contest Entities, Facebook, Inc., Twitter, Inc., and Instagram, LLC., together with their respective officers, directors, employees, representatives, agents, successors and assigns, shall not be held responsible and shall have no liability for any claims, costs, injuries, losses or damages of any kind, including as a result of Sponsor’s/Administrator’s, any Contest Entity’s negligence, resulting from their participation in the Contest, including but not limited to, any injury or damage to person or property related to or resulting from participating or competing in the Contest, attending events related to any prize, or the acceptance, possession, use or misuse of any prize. Sponsor/Administrator and the Contest Entities are not responsible for any

typographical or other error in the printing of this offer, administration of the Contest, announcement of Finalists and Winners, or technical failures of any kind.

**14. GENERAL CONDITIONS:** If for any reason the online portion of the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes which, in the sole opinion of Sponsor/Administrator, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor/Administrator reserves the right to cancel, terminate, modify, extend or suspend the Grand Prize Contest and/or Subcontest at any time and select the Finalists or the Winners from among all eligible non-suspect Entries received as of the date on which any such action is taken or as deemed fair, appropriate and consistent with these Official Rules by Sponsor. If the Grand Prize Contest and/or Subcontest is terminated due to tampering or technical difficulties prior to the end of the Grand Prize Submission Period and/or Subcontest Submission Period, as the case may be, notice will be posted at <https://www.dentek.com/>. In addition, Sponsor/Administrator reserves the right to disqualify any individual who tampers with the submission process or the operation of the Contest or who is found to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Sponsor/Administrator and the Contest Entities are not responsible for technical, hardware, software 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 information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Grand Prize Contest and/or Subcontest, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participating in the Grand Prize Contest and/or the Subcontest. **WARNING: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH ATTEMPT BE MADE, SPONSOR, ADMINISTRATOR AND THE CONTEST ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

**15. DISPUTES:** Each Entrant agrees that any and all disputes, claims and causes of action arising out of or in connection with this Contest, or any prizes awarded or the determination of prize winners, which cannot be resolved between the parties, shall be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental and consequential damages, and any other damages, including attorneys' fees, other than Entrant's actual out-of-pocket expenses (i.e., costs associated with entering the Contest), and Entrant further waives any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of the Entrants, prize Winner, Sponsor/Administrator and the Contest Entities in connection with the Contest shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), that would cause application of the laws of any jurisdiction other than the

State of New York. All Entrants consent to the sole and exclusive jurisdiction and venue of the courts located within Westchester County, New York.

- 16. WINNER'S LIST:** To obtain a copy of these Official Rules or a winners list via mail, please mail your request, together with a self-addressed, stamped envelope, to: DenTek® c/o Prestige Brands, Inc. 660 White Plains Road, Ste 250 Tarrytown, NY 10591. Requests received after April 13, 2018 will not be honored.

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