

Brita® Rewards Loyalty Program

TERMS AND CONDITIONS (Rewards Available While Supplies Last)

The *Brita® Rewards Loyalty Program* (“Program”) is offered at the sole discretion of The Clorox Services Company, 1221 Broadway, Oakland, CA 94612 (“Sponsor”). The Program is administered by Prize Logic, LLC, 25200 Telegraph Road, Suite 405, Southfield, MI 48033 (“Administrator”). **In its sole and absolute discretion, the Sponsor may change, modify or terminate any and all aspects of the Program including, without limitation, its rules, terms, conditions, or rewards, with or without notice.** Such changes may or may not affect previously earned Points and Rewards.

1. **PROGRAM PERIOD:** The Program is an on-going loyalty Program and will continue until terminated in accordance with these Official Terms and Conditions (“Program Period”). During the Program Period the specific activities/purchase items, point values, and rewards (as set forth in Sections 4 and 7) may change at Sponsor’s discretion. Any changes will be reflected on the Program Website and in these Official Terms and Conditions. Sponsor may terminate or extend this Program at any time without prior notice in its sole and absolute discretion. Sponsor’s computer is the official clock for this Program.
2. **ELIGIBILITY:** The Program is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age or older at the time of participation. Employees, officers, directors, representatives, and agents of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, “Program Entities”) and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to participate or receive rewards. Void where prohibited or restricted by law.

Participation constitutes participant’s full and unconditional agreement to these Terms and Conditions and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Program.

3. **HOW TO PARTICIPATE:** To participate in the Program, an eligible participant must have a My Brita account (“Account”). Creating an Account is free. If a participant does not have an Account, he/she must visit www.brita.com to create an Account and agree to the Brita website terms of use located at <https://www.thecloroxcompany.com/legal/terms/en-us/> and Privacy Statement located at <https://www.thecloroxcompany.com/legal/privacy/en-us/>. During the Program Period, eligible participants can participate by purchasing qualifying Brita products (“Qualifying Purchase”) and participating in activities (“Activities”). For a list of Qualifying Purchase values and Activities, see Section 4 below. Then the participant must visit brita.com/rewards (the “Website”), and enter his/her valid e-mail address. If it is the first time the participant is participating in the Program, the participant must log in with his/her Account and then follow the links and instructions to affirm that he/she is of age to participate in the Program and has read and agrees to be bound by these Official Terms and Conditions. The participant may then participate in an Activity and/or upload a picture of his/her Qualifying Purchase receipt. Participants should first print his/her complete name on the original register receipt, sign and date the receipt, and circle the Qualifying Purchase(s) on the receipt before uploading the receipt. The file must be in .jpeg, .jpg, .png, or gif format and may not exceed 5

MB. Receipts must be submitted on the Website to earn points as set forth in Section 4 below (“Points”). Prior to submitting a receipt, Sponsor strongly recommends that participants maintain the original or photocopy for themselves. Participants should not give the receipt to any store employee. Points will be automatically added to the Account, after a valid receipt is verified and approved, based on the Qualifying Purchase value on the participant’s receipt. Points may be used to redeem rewards (“Rewards”) as set forth in Section 5 below.

Sponsor also reserves the right, but not the obligation, at its sole discretion, to distribute Points at various times throughout the Program Period through additional means which will be posted on the Website. It may take twenty-four (24) hours or more for the Point(s) to show in your Account. Sponsor assumes no liability for discrepancies, delays, omissions, inconsistencies or errors in the number of Qualifying Purchases made or the number of Points acquired as a result thereof as reported on the Website. The decisions of Administrator and Sponsor with respect to the Program, including without limitation, Qualifying Purchases, Points, Account balances and Rewards transactions are final and binding and non-appealable in all respects. If a participant creates multiple Accounts or attempts to participate in the Program using multiple identities, then Sponsor, in its sole discretion, may disqualify the participant and void any or all such Accounts. Points may not be combined from different promotions for any purpose. Sponsor reserves the right to invalidate Points from an Account if it determines that such Points were improperly credited to such Account, obtained fraudulently or in violation of these Terms and Conditions. Points do not constitute property, do not entitle you to a vested right or interest, and have no cash value. As such, Points are not redeemable for cash and are not saleable, transferable or assignable for any reason.

4. QUALIFYING PURCHASE PRODUCTS/VALUES AND ACTIVITIES:

The following is a list of products, activities and point values for the current Program. For purposes of this Program, a week is defined as starting on a Sunday and ending the following Saturday (each a “Week”).

- a. **Purchase Products:** Participants may purchase any Brita item(s) between June 4, 2017 and June 29, 2019 (“Purchase Period”) and receive Points as outlined in the chart below. The value of each item is based on individual item costs, not the total value of the receipt submitted. Each receipt may have multiple products. The number of receipts you can upload each Week and the respective number of Points that will be awarded is outlined in the chart below. Participants also have the opportunity to receive bonus points for purchasing bonus items (each a “Bonus Item”) as set forth in the chart below. The Bonus Items will award the bonus number of points, in addition to the standard points earned for a Qualifying Purchase.

Qualifying Purchase Value	Points	Receipt Upload Limit
Less than or equal to \$10	30	2x per Week
\$10.01 - \$20.00	50	2x per Week
\$20.01 - \$30.00	100	2x per Week
\$30.01 - \$50.00	200	2x per Week

b. **Activities:**

Activity	Points	Limit	Max Points Earned
Hydration Evaluation	3	1x per Program Period	3
Newsletter opt-in	2	1x per Program Period	2
Filter opt-in	10	1x per Program Period	10
Bonus Incentive	2	1x per Program Period	2
Incentivized Facebook Share	5	20 friend registrations per Program Period	100
Incentivized Twitter Share	5	20 friend registrations per Program Period	100
Write a Review	5	3x per calendar month	63
Recycle your Filter (Terracycle)	3	1 x per calendar month	36

For Facebook and Twitter Share: During the Program Period, a participant may obtain additional Points as set forth in the chart above by following the instructions on the Website and set forth below to share the Program on Facebook and/or Twitter. Upon clicking the buttons to share the Program, a message with a unique link will be posted to the participant's choice of his/her Facebook Wall or Twitter Feed ("Invitation Post"). To obtain Points, a participant's Facebook "Friend" or Twitter follower must click on the unique link in the Invitation Post and complete and submit the registration information requested, and sign up for the Program. Upon the Friend's/follower's successful registration into the Program, the original participant will receive five (5) Points. A participant will receive five (5) Points for each Friend/follower who signs up for the Program by following the unique link in his/her Invitation Post up to 100 Points.

For any opt-in: Participants who obtain Points via any opt-in method may unsubscribe from marketing e-mails at any time by clicking the "unsubscribe" link included in the bottom of the e-mail which they received from the Sponsor.

For Write a Review: Participants who write a review of a Brita product during the Program Period on Brita.com, will receive five (5) Points. There is a limit of three (3) reviews per calendar month. Each review must include a proper disclosure that clearly states that the participant is writing a review to receive Points for this Program.

5. **HOW TO REDEEM POINTS ONLINE FOR REWARDS:** During the Program Period, Points can be redeemed for Rewards that are displayed on the Website, while Rewards supplies last. Subject to termination of the Program, Points do not expire. In the event that the Program is terminated, participants will have thirty (30) days from the date of termination to redeem any unused Points. Points have no cash value and cannot be redeemed or exchange for anything other than the Rewards as set forth in these Official Terms and Conditions. Each Reward item has a required number of Points for redemption as stated on the Website and listed in Section 7 below. Participant cannot redeem a Reward unless he/she has accumulated the required corresponding number of Points in his/her Account. To redeem a Reward, the participant must login into the Website and follow the on-screen instructions to review available Rewards. The participant must select the Reward he/she wishes to order and carefully review any restrictions and terms of each individual Reward. Once the order has been submitted, the required number of Points for the Reward will be deducted from the participant's Account. Once Points have

been redeemed for a Reward they may not be returned or refunded to an Account for any reason, including if the Reward is stolen or lost.

During the Program Period, Participants may also choose to donate their Points to the following:

- a. Brita® is a sponsor of the Oakland Unified School District. Sponsor will donate \$1.00 to the Oakland Unified School District for every Point allocated to the donation component that will support installing Brita Hydration Stations in the school district to support clean drinking water solutions. Sponsor will make a maximum total donation of up to \$5,000 to the Oakland Unified School District as a result of the Points allocated in this Program during the following dates: April 3, 2018 – October 3, 2018.

Note: Only the Sponsor will make all of the donations to the Oakland Unified School District. Participants are not making any donations in the Program and will not receive a receipt nor will they be eligible to claim any charitable deductions on their tax returns as a result of this Program. The Sponsor and Administrator are not tax professionals and do not provide tax advice.

6. POTENTIAL FUTURE PROMOTIONS: From time to time, Sponsor reserves the right but not the obligation to allow participants to use their Points to enter other promotions and/or sweepstakes. Details and official rules for other promotions and sweepstakes, if any, will be posted on the Website.
7. PROGRAM REWARDS: The following rewards (each a “Reward”) are currently available in this Program:

Reward	Quantity Available	Approximate Retail Value	Points Needed to Redeem Reward
Brita (Soft-Sided) Water Bottle (Single)	200	\$8.00	50
Brita (Hard-Sided) Water Bottle (Single)	150	\$16.00	100

- A. GENERAL TERMS: Limited quantity of rewards available while supplies last. In no event will more than the stated number of Rewards as set forth in the table above be awarded. In the event that due to technical, typographical, mechanical or other errors, there are more Rewards awarded or more Reward notifications are distributed than the total number available as set forth in the table above, a random drawing among the claimants will be held to determine the recipients. The Website will list the number of Points required to redeem a specific Reward. A participant cannot redeem Points for Rewards unless he/she has accumulated the required corresponding number of Points in his/her Account. To redeem a Reward after earning the required Points for the respective Reward, log on to the Website, and click the redeem reward button to access the confirmation of Account and redeem Reward page. Information about each Reward will be provided on the “Confirmation” page. Once a participant redeems a Reward, Points will be deducted from the participant’s Account. Points, once earned, cannot be refunded, transferred or re-used. Rewards obtained through this Program are not returnable, refundable, transferable or exchangeable. No substitutions of any kind (unless at Sponsor’s sole discretion) are offered or permitted with respect to any Reward.

- B. SHIPMENT OF REWARDS. Rewards will only be delivered to valid street addresses in the United States (no P.O. boxes). Rewards will be shipped within 6-8 weeks from receipt of order for shipment of a Reward via postal mail, unless otherwise stated on the Website. All Rewards will ship to the postal address that you specify on the order "Confirmation" page. No responsibility is assumed by Sponsor for any mail or deliveries returned as undeliverable without a forwarding address. No responsibility is assumed by Sponsor for a Reward after it has been shipped.
- C. REWARDS AVAILABILITY. All Rewards available on the Website are subject to change by the Sponsor in its sole discretion without notice. Rewards will be redeemed on a "first come, first serve" basis in relation to when participants electronically complete transactions in their Accounts. Once supplies of a Reward offered are exhausted, the Reward will expire and will be designated on the Website as sold out and/or will be deleted from the Website and will no longer be available for redemption in the Program. Sponsor reserves the right, at its sole discretion (without obligation) to substitute merchandise of greater or equal value in the event supplies of any one item exhaust. No exchanges, returns or refunds on Rewards are permitted for any reason. Sponsor does not guarantee the availability of any Reward for any period during the Program. Sponsor may, in its discretion, add new merchandise items for redemption during the Program Period. In the event that any Reward becomes unavailable, Sponsor reserves the right so substitute and item of equal or greater value in its sole discretion.
8. ACCOUNT VERIFICATION: All Accounts, Qualifying Purchases, and/or Points are subject to verification at the sole discretion of Sponsor. Anti-fraud detection devices may be used for verification purposes. Sponsor reserves the right to void Points and/or Rewards from any IP address or device if suspicious activity is detected or suspected. No Rewards redemption will be valid if such Rewards redemption is associated with any Points and/or Account deemed void for any reason, including without limitation, the following: (a) the Points and/or Rewards is not verified or recognized as being validly issued by Sponsor in the Program; (b) the Points and/or Rewards is determined to have been previously entered and used. Sponsor may change its policy or set limitations and restrictions on replacements at any time and without any form of notice. Except as expressly stated above, Sponsor, or any of the Program Entities, shall not have any liability or obligation to the holder of a void Qualifying Purchase, Point and/or Rewards or to any third party, with respect to any void Points and/or Rewards.
9. LIMITATIONS OF LIABILITY: By participating in this Program, participants agree that the Program Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Program; (vii) any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Program and/or receiving a Reward; and (viii) Points that are late, forged,

lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms and Conditions. Further, the Program Entities are not responsible for any undelivered e-mails, including without limitation, e-mails that are not received because of a participant's privacy or spam filter settings that may divert any notification or other Program related e-mail to a spam or junk folder.

By participating in the Program, each participant agrees: (i) to be bound by these Terms and Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Program; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Program, including, but not limited to, any Program-related activity or element thereof, and the participant's Points, participation or inability to participate in the Program; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Reward (or any component thereof); (d) any change in the available Rewards (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed Rewards (or any element thereof); or (h) the negligence or willful misconduct by participant.

If, for any reason, the Program is not capable of running as planned, or the integrity and or feasibility of the Program is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Program and/or proceed with the Program, including awarding Points and or Rewards in a manner it deems fair and reasonable, from among eligible Points received prior to such cancellation, termination, modification or suspension without any further obligation. If Sponsor, in its discretion, elects to alter this Program as a result of a Force Majeure event, a notice will be posted at the Website.

Without limiting the foregoing, everything regarding this Program, including the Rewards, is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

- 10. DISPUTES: THIS PROGRAM IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN**

ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“AAA RULES”). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS’ FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR PROGRAM ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROGRAM PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

11. **PRIVACY:** Sponsor's Privacy Policy is available at: <http://www.thecloroxcompany.com/legal/privacy/en-us/>.

12. **GENERAL CONDITIONS:** You hereby waive any right to claim ambiguity in these Terms and Conditions. All federal, state and local laws and regulations apply. Federal, state and local taxes, if any, are the sole responsibility of participant. Duplicate or non-conforming requests will not be honored or returned. Program not available to newsletters, clubs, organizations or groups. Sponsor reserves the right, in its sole discretion to cancel, terminate, modify, the Program and proceed in a manner it deems fair and reasonable. Sponsor reserves the right, to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Program; to be acting in violation of these Terms and Conditions; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Program. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Program will void any attempted participation effected by such methods and the result in the individual utilizing the same to be ineligible to participate in the Program. All registrations and/or materials submitted become the property of Sponsor and will not be returned. Program Entities are not responsible for any lost, late, undeliverable/undelivered, or postage due mail. In the event of any conflict with any Program details contained in these Terms and Conditions and Program details contained in program materials (including but not limited to point of sale, television, and print advertising, promotional packaging, and other promotion media), the details of the Program as set forth in these Terms and Conditions shall prevail.

13. **SPONSOR:** The Clorox Services Company, 1221 Broadway, Oakland, CA 94612.

All trademarks on the Website or in any other Program promotional materials are the property of their respective owners.

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Customer service inquires may be made at [Contact Us](#).