

Energizer® Brand Battery – \$5 Holiday Offer
Terms and Conditions

The *Energizer*® Brand battery \$5 Holiday Offer (“Offer”) is open only to current legal residents of the 50 United States or District of Columbia (“D.C.”), who are 18 years of age or older (19 or older in AL or NE, 21 or older in MS). Offer void outside the 50 United States and D.C. and where prohibited. Only actual purchasers of eligible participating products purchased at any retailer ***except* Lowe’s®** may participate in this Offer. **Purchases made at Lowe’s are not eligible, and Lowe’s receipts are not valid for this Offer.** The following may NOT participate in this Offer: groups, clubs or organizations; employees of Energizer Brands, LLC (“Sponsor”) and its affiliates, subsidiaries, and advertising, promotion and fulfillment agencies. By participating in the Offer, participants agree to abide by and be bound by these Terms and Conditions and the decisions of the Sponsor, which will be final in all matters relating to the Offer.

1. HOW TO PARTICIPATE: The Offer begins October 1, 2019, at 12:00:01 PM Eastern Time (“ET”) and ends on February 28, 2020, at 11:59:59 PM ET (“Offer Period”). To participate in the Offer, purchase, **at any retailer *except* Lowe’s®**, at least \$15 (before tax and after any coupon savings) worth of any *Energizer*® Brand battery and lights products (“Products”) in a single transaction during the Offer Period (a “Qualified Purchase”). **Multiple purchase transaction receipts of Products to meet the \$15 threshold for a Qualified Purchase will not be accepted.** Then, take a photo of (or scan) your entire original receipt (“Receipt”) clearly showing your Qualified Purchase (including purchase amount) along with the date, time, retailer’s name, location of purchase, and receipt total and submit Receipt for Offer redemption as follows: visit www.holiday5.energizer.com (“Site”), accurately complete the Offer registration form including email; name, address (no P.O. Boxes), daytime phone number and date of birth and follow the instructions to upload your Receipt, including selecting the retailer where purchase was made. If the retailer selected on the Site does not match the retailer on the receipt, a rejection email will be sent with instructions to select the correct retailer and resubmit. If an incorrect retailer is selected upon the resubmission, a rejection email will be sent. If a Receipt is rejected for any reason, a rejection email will be sent.

A Qualifying Purchase receipt must be dated during the Offer Period to be valid. Any submission using a Qualifying Purchase receipt dated outside of the Offer Period will be voided and not eligible for a Reward or Gift (as defined below). Receipts must be received by 11:59:59 PM ET on March 31, 2020. The file containing the Receipt image must be in .JPEG, .JPG, .PNG, or .GIF format (no PDFs will be accepted) and may not exceed 8 MB. **You may submit a Receipt only once; a duplicate of the same Receipt will be disqualified if discovered by the Sponsor.** Digital Receipts will not be accepted. Receipts must be readable. Mechanical reproductions, altered Receipts or unreadable Receipts will not be accepted.

Any Qualified Purchase amounts over \$15 will not be credited toward or applied to subsequent Offer redemption(s). All Receipts are subject to verification; please allow approximately 48–72 hours for Receipt validation. It is recommended that you retain your original Receipt until you receive your Reward (as defined below). Sponsor reserves the right, in its sole discretion, to substantiate Receipts and Offer redemption requests and to require any participant to provide additional identification, documentation, original UPC codes and/or original Receipts for purposes thereof. Proof of submission of a request does not constitute proof of receipt of request by Sponsor.

2. REWARDS/GIFTS: You will have the option to choose between a \$5 rebate (“Reward”) or a \$5 donation to a charity (“Gift”). Depending on where you made your purchase, you will receive your Reward (or your Gift will be designated) as set forth below:

- a. **TARGET®**: If your Qualified Purchase was made at Target, you will be asked whether you wish to receive your Reward in the form of a \$5 Target eGiftCard or have Sponsor make a \$5 Gift to St. Jude Children's Research Hospital®.
- b. **THE HOME DEPOT®**: If your Qualified Purchase was made at The Home Depot, you will be asked whether you wish to receive your Reward in the form of a \$5 The Home Depot eGift Card or have Sponsor make a \$5 Gift to one of the following charities: Children's Miracle Network; Comic Relief Inc.; St. Jude Children's Research Hospital; or United Service Organizations, Inc.
- c. **WALGREENS®**: If your Qualified Purchase was made at Walgreens, you will be asked whether you wish to receive your Reward in the form of a \$5 Walgreens Gift Card or have Sponsor make a \$5 Gift to Comic Relief Inc.
- d. **WALMART®**: If your Qualified Purchase was made at Walmart, you will be asked whether you wish to receive your Reward in the form of a \$5 Walmart eGift Card or have Sponsor make a \$5 Gift to one of the following charities: Children's Miracle Network; Comic Relief Inc.; St. Jude Children's Research Hospital; or United Service Organizations, Inc.
- e. **ALL OTHER RETAILERS, EXCEPT LOWE'S®**: If your Qualified Purchase was made at any retailer not stated above (excluding Lowe's), you will be asked whether you wish to receive your Reward in the form of either a \$5 Virtual Visa® Prepaid Card or as a \$5 transfer to your PayPal account; or have Sponsor make a \$5 Gift to your choice of one of the following charities: Children's Miracle Network; Comic Relief, Inc.; St. Jude Children's Research Hospital; or United Service Organizations, Inc.

MAXIMUM OF TWO REWARDS/GIFTS (ANY COMBINATION) PER PERSON/HOUSEHOLD/EMAIL ADDRESS MAY BE SUBMITTED PER DAY AND MAXIMUM OF FOUR REWARDS/GIFTS (ANY COMBINATION) PER PERSON/HOUSEHOLD/EMAIL ADDRESS EARNED DURING THE ENTIRE OFFER PERIOD. REQUESTS IN EXCESS OF THESE LIMITS WILL BE DISQUALIFIED IF DISCOVERED BY SPONSOR.

3. ACKNOWLEDGMENT/REDEMPTION: If you choose the Gift option, you will be sent a thank you email upon Receipt validation. If you chose a Reward, upon Receipt validation the following will occur:

- a. **eGIFT CARD:** If you selected to receive an eGift Card (The Home Depot, Target, Walmart) you will be sent the eGift Card code via email at the email address you provided at registration with instructions on how to redeem your Reward.
- b. **PHYSICAL GIFT CARD:** If you selected to receive a Walgreens Gift Card, you will be sent a Walgreens Gift Card via mail to the address you provided at the time of registration. Please allow four to six weeks for delivery of your Walgreens Gift Card. The card is redeemable only for merchandise and services at Walgreens Drugstores, RXpress or Walgreens Pharmacies in the U.S., Puerto Rico or U.S. Virgin Islands. The card is not redeemable for cash and no change will be given except as and where required by law. Taxes are the responsibility of the cardholder. Certain terms may be void or restricted where required by law.
- c. **VIRTUAL VISA PREPAID CARD:** If you selected to receive a Virtual Visa Prepaid Card (other retailers) you will be sent a Virtual Visa Prepaid Card code via email at the email address you provided at registration with instructions on how to redeem your Reward. The Virtual Visa Prepaid Card is issued by the Bancorp Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc. and can be used everywhere Visa debit cards are accepted in the U.S.

- d. **PAYPAL:** If you selected to receive a transfer to your PayPal account (other retailers), you will be sent an email stating that funds have been sent to you and must be claimed. You must use the email address associated with your PayPal account. Once you click in the email to claim your funds, you will need to log in to your PayPal account and funds will then be available. You must have a U.S. PayPal account in good standing at the time of transfer in order to receive your \$5 Reward; locked or restricted accounts will not receive the \$5 Reward. Funds that have not been claimed within 30 days after being sent will be returned to sender. Transfers to PayPal accounts are subject to the PayPal terms and conditions found here: <https://www.paypal.com/us/webapps/mpp/ua/legalhub-full>.
- e. **GENERAL TERMS:** All eGift/Gift cards are subject to all the terms, conditions and policies imposed by the issuer. eGift Card codes (hereinafter referred to collectively as “Codes”) have no cash value. Codes/Rewards may not be reproduced, copied, purchased, traded, auctioned or sold or in any manner other than that which is provided in these Terms and Conditions. Codes/Rewards are nontransferable. Codes/Rewards are void if they contain printing, mechanical, production, typographical or other errors, or if they are obtained outside authorized, legitimate channels. Sponsor’s sole liability for any defective or erroneous Code/Reward is limited to replacement with another Code/Reward, while supplies last. Sponsor has neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Codes or Rewards including, but not limited to, their quality, mechanical condition or fitness for a particular purpose.

4. RELEASE OF LIABILITY: By participating in this Offer, you agree to release and hold harmless the Sponsor, Target Brands Inc., The Home Depot, Walgreen Co., Walmart Stores, Inc., and other participating retailers and their respective parent companies, subsidiaries, affiliates, retailers and advertising and promotions agencies and all of their respective officers, directors, shareholders, employees and agents (collectively, “Released Parties”) from and against any and all liability or damages arising from or in connection with your participation in the Offer and/or the acceptance, redemption, use, misuse, or possession of a Code or Reward. The Released Parties are not responsible for late, lost, incomplete, illegible, delayed, inaccurate, garbled, undelivered or misdirected requests, email, texts, Codes, Rewards or mail, or for other errors or problems of any kind relating to or in connection with the Offer, whether printing, typographical, technical, computer, network, human, mechanical, electronic or otherwise, including, without limitation, errors or problems that may occur in connection with the administration of the Offer or in any Offer-related materials. The Released Parties are further not responsible for any damage to any computer system or mobile device resulting from participation in the Offer or accessing or downloading information in connection with the Offer. Sponsor reserves the right in its sole discretion to edit, modify or cancel any portion of this Offer in the event it is not capable of running as planned, and, if Sponsor does so, it will announce its action on the Site.

5. GENERAL: Neither purchase nor donation is tax deductible. Sponsor bears no responsibility for any aspect of a Code, PayPal transfer (if applicable) or Reward after delivery to participant. Any issues in connection with Codes, \$5 Virtual Visa® Prepaid Card after receipt by participant must be directed to <https://prizelogic.zendesk.com/hc/en-us/requests/new?id=11678>. The Visa Prepaid Card is issued by The Bancorp Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc. and can be used everywhere Visa debit cards are accepted in the U.S. Any issues in connection with PayPal transfers after delivery to participant must be directed to <https://www.paypal.com/us/selfhelp/contact/email>. Receipts that Sponsor determines have been obtained through unauthorized means or illegitimate channels will be void. Receipts cannot be sold, traded, auctioned or bartered; all such Receipts will be void if

discovered by Sponsor. Fraudulent redemption requests or Codes/Rewards (as determined by Sponsor in its sole discretion) will not be honored if discovered by Sponsor. Duplicate requests and requests from resellers, dealers/distributors, their employees or warehouse facilities, groups, clubs or organizations will be void. Sponsor reserves the right at its sole discretion to reject participation of any individual who Sponsor determines, in its sole discretion, has tampered with or attempted to tamper with the Offer redemption process or the operation of the Offer or the Site; has violated the Offer Terms and Conditions in any way; or has acted in a disruptive, harassing or otherwise improper or illegal manner. All Offer requests become the property of Sponsor and will not be returned.

6. PRIVACY: Any personally identifiable information collected from participant during participation in the Offer will be collected by Sponsor or its agents, and used by Sponsor and its respective affiliated companies and agents for administration and fulfillment of this Offer as described in these Terms and Conditions, and in accordance with Sponsor's Privacy Policy located at <http://www.energizerholdings.com/en/pages/privacypolicy.aspx> and you consent to such collection and use.

7. SPONSOR: Energizer Brands, LLC, St. Louis, MO 63141.

8. CHARITIES: Children's Miracle Network d/b/a Children's Miracle Network Hospitals, 205 West 700 South, Salt Lake City, Utah 84101, (801) 214-7400; Comic Relief Inc., 488 Madison Ave., 10th Floor, New York, NY 10022, (844) 488-5246; St. Jude Children's Research Hospital®, 501 St. Jude Place, Memphis, TN 38105, (901) 578-6731; and United Service Organizations, Inc., 2111 Wilson Boulevard, Suite 1200, Arlington, VA 22201, (888) 484-3876;. Charities will use the Gifts consistent with the charities' stated purposes.

©2019 Energizer. Energizer, Energizer Bunny design and certain graphic designs are trademarks of Energizer Brands, LLC. All other trademarks are trademarks of their respective owners.

PayPal, Inc. is not a Sponsor or endorser of this Offer and is not affiliated with the Sponsor in any way. PayPal and the PayPal logo are registered trademarks of PayPal, Inc. Designated trademarks and brands herein are the property of their respective owners.

Energizer Brands, LLC is not affiliated with Wal-Mart Stores, Inc. or Walmart.com. The services, products, or activities of Energizer Brands, LLC are neither endorsed nor sponsored by Wal-Mart Stores, Inc. or Walmart.com.

The Bullseye Design, Target and Target GiftCard are registered trademarks of Target Brands, Inc. Target is not a participating partner in or sponsor of this Offer.

Energizer Brands, LLC is not affiliated with The Home Depot. The Home Depot is not a sponsor of this promotion. The Home Depot is a registered trademark of Home Depot, Inc.