

DR. FRESH 2017-2018 FIREFLY: THE LAST #BRUSHBATTLE SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A purchase or payment will not improve chances of winning.

CONSUMER DISCLOSURE

You have not yet won.

1. By entering the Dr. Fresh 2017-2018 Firefly: The Last #BrushBattle Sweepstakes (the "Promotion"), entrants accept and agree to be bound by these Official Rules and the decisions of Sponsor (as defined below), which are final and binding. Any violation of these Official Rules may, at Sponsors' discretion, result in disqualification. This Promotion is not sponsored, endorsed, or administered by Facebook, nor is Facebook associated with the Sweepstakes in any way. Any questions, comments, or complaints regarding the Promotion must be directed to Sponsor, and not to Facebook. You are providing your information to Sponsor and not to Facebook.
PROMOTION PERIOD. Promotion begins 12:00:01 AM Eastern Standard Time ("EST") on November 13, 2017 and ends 11:59:59 PM EST on February 23, 2018, when all entries must be received ("Promotion Period"). The Sponsor's computer system shall be the official timekeeper. The Promotion consists of two parts: (1) a Grand Prize Drawing, and (2) a total of fifteen (15) Weekly Drawings (see below).
2. **ELIGIBILITY.** This Promotion is only open to legal residents of the 48 contiguous United States and the District of Columbia who are at least 21 years old as of the date of entry, except officers, directors, members, and employees of the Sponsor, or any other party associated with the development or administration of this Promotion, and the immediate family (i.e., parents, children, siblings, spouse), and persons residing in the same household, as such individuals. This Promotion is void outside the 48 contiguous United States and the District of Columbia, and where prohibited.
3. **HOW TO ENTER.** To enter the Promotion, during the Promotion Period, you must (i) visit Facebook.com/FireflyToothbrush (the "Page"), (ii) enter through the "Firefly: The Last #BrushBattle Sweepstakes" tab on the Page, and (iii) complete and submit the Promotion entry form with entrant's valid name, date of birth, email address, city and state of residence. All entries become the property of Sponsor and will not be acknowledged or returned. Incomplete entries are void. Limit of one (1) entry per person per day during the Promotion Period. For purposes of these Official Rules, a "day" is defined as starting on 12:00:01 am EST and ending at 11:59:59 pm EST. If you wish to enter the Promotion and you do not have a Facebook account, you may create one by visiting www.facebook.com. Facebook accounts are free, and Facebook's Terms of Use apply. For details, visit <https://www.facebook.com/terms>. You must be an active holder of a non-private Facebook account to be eligible to enter this Promotion. If you enter using a mobile device on a wireless service provider's network (as opposed to a Wi-Fi network), your carrier's text and data rates will apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. By participating in the

Promotion, entrant authorizes Sponsor to collect, use, process, transfer and store all data provided by entrant, including without limitation, personal data, to the United States, or any location(s) throughout the world that Sponsor deems necessary, whether within entrant's country of residence or elsewhere, and with such party(ies) as Sponsor deems appropriate, for purposes of administration of the Promotion. All entrant information, including e-mail addresses, is subject to the Privacy Policy of the Sponsor, available at <http://www.drffresh.com/privacy-policy>. Personal information will be used only to: (a) provide information about the Promotion; (b) contact and publicize potential winners; and/or (c) if an entrant selects to receive additional information from Sponsor on the entry form, to send additional information to that entrant during or after the Promotion Period. Entrants to the Promotion may be given the option to receive commercial e-mails from the Sponsor; however, eligibility to participate in the Promotion is not dependent upon entrant's consent to receive such e-mails. Entrants must fully complete and submit all non-optional data requested on the online entry form to be eligible. Entrants have the right to withdraw and correct their personal data, but entrants are not allowed to re-submit their entries. Directions on procedures for submitting corrections to personal data are provided in the Privacy Policy of Sponsor.

4. **WEEKLY DRAWINGS, WINNER SELECTION AND NOTIFICATION:** Sponsor will conduct fifteen (15) weekly drawings (one (1) per calendar week) for the Promotion during the Promotion Period (each, a "**Weekly Drawing**"). A random drawing will be held approximately three (3) days after the end of each calendar week during the Promotion Period. For purposes of this Promotion, a "calendar week" is defined as Monday at 12:00:01 am EST – Sunday at 11:59:59 pm EST, and each drawing will take place on the following Wednesday. One (1) potential Weekly Drawing prize winner will be selected at random from all eligible entries received during the applicable calendar week for such Weekly Drawing. All non-winning entries received during each calendar week will not be rolled over and entered into the subsequent Weekly Drawing, if any. Each potential Weekly Drawing winner will be notified by e-mail. If a potential Weekly Drawing prize winner: (i) cannot be contacted; (ii) does not respond within two (2) days from the date the Sponsor first tries to notify him/her; (iii) refuses the prize; and/or (v) the Weekly Drawing prize or Weekly Drawing prize notification is returned as undeliverable, such potential Weekly Drawing prize winner forfeits all rights to win the Weekly Drawing prize or receive the Weekly Drawing prize, and, at the Sponsor's sole discretion and time permitting, an alternate potential winner may be selected from all remaining eligible entries. There will be up to three (3) alternate Weekly Drawings after which the applicable Weekly Drawing prize will remain un-awarded. Upon contacting a potential winner and determining that he/she has met all eligibility requirements of the Promotion for winning the Weekly Drawing prize, such individual will be declared the "winner" of the applicable Weekly Drawing. Weekly Drawing prizes will be fulfilled approximately twenty (20) business days after the conclusion of the particular Weekly Drawing. Limit one (1) Weekly Drawing prize per person/per authorized account holder/per household during the Promotion.

5. **WEEKLY DRAWING PRIZE DESCRIPTION:** Each of the Weekly Drawing winners will receive a prize package consisting of a Firefly Star Wars* Gift Pack, containing one (1) Firefly BB-8 Anti-Cavity Fun Pump rinse, two (2) Firefly Lightsaber toothbrushes, two (2) Firefly Ready Go toothbrushes, and one (1) Firefly Star Wars Travel Kit. Total approximate retail value of weekly prize is \$25.
6. **GRAND PRIZE DRAWING, WINNER SELECTION AND NOTIFICATION.** One (1) potential grand prize winner will be selected from a random drawing from all eligible entries on or about February 26, 2018 (the "Grand Prize Drawing"). Any potential grand prize winner will be notified by email. If a potential grand prize winner: (i) cannot be contacted; (ii) does not respond within two (2) days from the date the Sponsor first tries to notify him/her; (iii) fails to return the Affidavit and Release as specified in Section 11; (iv) refuses the prize; and/or (v) the grand prize or grand prize notification is returned as undeliverable, such potential grand prize winner forfeits all rights to win the grand prize or receive the grand prize, and, at the Sponsor's sole discretion and time permitting, an alternate potential winner may be selected from all remaining eligible entries. There will be up to three (3) grand prize alternate drawings after which the grand prize will remain un-awarded. Upon contacting a potential winner and determining that he/she has met all eligibility requirements of the Promotion for winning the grand prize, including without limitation the execution of Affidavit and Release, which must be signed and returned by the grand prize winner within fourteen (14) days, and, at Sponsor's discretion, successful completion of a background check, such individual will be declared the "winner" of the Grand Prize Drawing. Grand prize will be fulfilled approximately twenty (20) business days after the conclusion of the Grand Prize Drawing.
7. **GRAND PRIZE DESCRIPTION.** The grand prize winner will receive the following prize package: a PlayStation 4 Pro 1TB Console, a copy of the new "Star Wars: Battlefront II" video game for the system, gift certificate for a family of four (4) to a national theater chain to see "Star Wars: The Last Jedi" film, a \$400 Visa gift card for additional Star Wars toys and collectables, and one (1) package of Firefly Star Wars products, with an approximate retail value of \$50 in U.S. Dollars. Total approximate retail value of the grand prize is \$1,000. Actual value may vary based on various factors. All costs and expenses associated with grand prize acceptance and use not specified herein as being provided are the sole responsibility of the grand prize winner.
8. **TAXES.** All federal, state and/or local income and other taxes, if any, due on or connected with any prize, and the reporting consequences thereof, are the winner's sole responsibility.
9. **ODDS OF WINNING.** The odds of winning this Promotion depend on the number of eligible entries received.
10. **NO PRIZE TRANSFER OR SUBSTITUTION.** No prize or any portion thereof is transferable or redeemable for cash. Any portion of the prize that is not used is forfeited. No prize substitution, exchange or cash equivalent will be allowed except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability or prize or a force majeure event.

11. **CONSENT AND RELEASE.** By entering the Promotion, each entrant releases and discharges the Sponsor, Facebook, and any other party associated with the development or administration of this Promotion, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, "Sponsor Entities"), from any and all liability whatsoever in connection with this Promotion, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction or property, rights of publicity or privacy, defamation, or portrayal in a false light, unauthorized human intervention in the Promotion, technical errors related to computers, servers, providers, or telephone or network lines, printing errors, lost, late, misdirected, incorrect, garbled, or incompletely received entries, errors in the administration of the Promotion or the processing of entries, or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism) (collectively, "Claims"). In the event that entrant breaches any of these Official Rules, Sponsor Entities shall be entitled to and may seek indemnification from entrant for recovery of all legal fees, damages, costs, claims and other expenses that may be incurred by Sponsor Entities as a result of the aforementioned breach. Except where prohibited: (i) entry into the Promotion constitutes the consent of the entrant, without further compensation, to use his/her name, likeness, biographical data, and contact information for editorial, advertising, marketing, publicity, and administrative purposes by the Sponsor and/or others authorized by the Sponsor; (ii) acceptance of a prize constitutes a release by any winner of the Sponsors Entities of any and all Claims in connection with the administration of this Promotion and the use, misuse, or possession of any prize or travel to any Promotion-related event; (iii) any potential grand prize winner and all travel companions will be required to sign an affidavit of eligibility (including social security number) and a liability/publicity release, where permitted ("Affidavit and Release"); and (iv) if prize involves travel or activities, any potential winner and all travel companions (if applicable) may be required to execute releases of the Sponsor from any and all liability with respect to participation in such travel/activities and/or use of the prize. Sponsor may conduct a background check to confirm any potential grand prize winner's eligibility and compliance with these Official Rules. By entering this Promotion, you agree to cooperate reasonably with any such background check. If the prize includes participation in any public event(s) or publicity, or if Sponsor intends to publicize the winner in any way, and if a background check reveals that a potential winner has engaged in conduct that could damage the reputation or business of Sponsor, as determined by Sponsor in its discretion, the potential winner may be disqualified and the prize may be awarded to an alternate winner.

12. **DISCLAIMERS.** (i) Sponsor is not responsible for entries that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at Sponsor's servers or elsewhere. In the event of a dispute, entries will be deemed submitted by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider,

online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. (ii) Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the web site or otherwise attempting to undermine the legitimate operation of the Promotion. Use of bots or other automated process to enter is prohibited and may result in disqualification at the sole discretion of Sponsor. (iii) In the event that the operation, security, or administration of the Promotion is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problems, or any condition caused by events beyond the reasonable control of Sponsor that may cause the Promotion to be disrupted or corrupted, Sponsor may, in its sole discretion, either: (a) suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; or (b) award the remaining prizes from among the non-suspect, eligible entries received up to the time of the impairment. . (iv) Sponsor Entities are not responsible for errors in the administration or fulfillment of this Promotion, including without limitation mechanical, human, printing, distribution or production errors, and may cancel, terminate or modify this Promotion based upon such error at its sole discretion without liability. In no event will Sponsor be responsible for awarding more than the number of prizes specified in these Official Rules. (v) SPONSOR ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS PROMOTION OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. (vi) CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. (vii) The values of the prizes set forth above represent Sponsor's good faith determination of the approximate retail values thereof; the actual fair market values as ultimately determined by Sponsor are final and binding and cannot be challenged or appealed. In the event the stated approximate retail values of a prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. No substitution or compensation will be given for any portion of the prize that is not used.

13. **APPLICABLE LAWS AND JURISDICTION.** This Promotion is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of California, without regard to any principles of conflict of laws. Unless otherwise provided by law, as a condition to participating in this Promotion, each entrant agrees that all disputes arising out of or connected with this Promotion will be resolved individually, and without resort to class action, exclusively by final and binding individual dispute resolution under the applicable rules of the American Arbitration Association. Should there be a conflict between the laws of the State of California and any other laws, the conflict will be resolved in favor of the laws of the State of California. To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees or other legal costs) associated with

participation in this Promotion and shall not include, and entrant hereby waives all rights to claim, any indirect, punitive, incidental and/or consequential damages and any other damages, and any and all rights to have damages multiplied or otherwise increased.

14. **WINNER LIST.** For a list containing the names of the winners (first name, first letter of last name), send a self-addressed stamped envelope, within six (6) months of the Grand Prize Drawing to: Dr. Fresh 2017-2018 Firefly: The Last #BrushBattle Sweepstakes Winner List, Attention: Geoff Carroll c/o Dr. Fresh LLC., 6645 Caballero Blvd., Buena Park, CA 90620.
15. **OFFICIAL RULES.** For a copy of these Official Rules, send a self-addressed, stamped envelope no later than February 23, 2018 to: Dr. Fresh Firefly: The Last #BrushBattle Sweepstakes Official Rules, Attention: Geoff Carroll c/o Dr. Fresh LLC., 6645 Caballero Blvd., Buena Park, CA 90620.
16. **SPONSORSHIP.** This Promotion is sponsored by Dr. Fresh LLC., 6645 Caballero Blvd., Buena Park, CA 90620 (the "Sponsor").

*Star Wars® is a registered trademark of Lucasfilm Ltd. Lucasfilm is not affiliated with Sponsor and does not sponsor, endorse, approve or have any responsibility for this Sweepstakes.