

## Saved by Splash Refresher™ Sweepstakes

### Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Saved by Splash Refresher™ Sweepstakes (the “Sweepstakes”) is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of BlueTriton Brands, Merkle Inc., and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** BlueTriton Brands, Inc., Building 2, 900 Long Ridge Road, Stamford, CT 06902.  
**Administrator:** Merkle Inc. (previously known as HelloWorld, Inc.), 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Sweepstakes begins on June 6, 2024 at approximately 10:00 a.m. Eastern Time (“ET”), ends on August 31 2024 at 11:59 p.m. ET (the “Promotion Period”) and includes two (2) independent Entry Periods as set forth below.

| Entry Period                | Starts on Date                     | Ends at 11:59 p.m. ET | Approximate Drawing Date |
|-----------------------------|------------------------------------|-----------------------|--------------------------|
| <b>Social Entry Period</b>  | June 6, 2024 at approx. 10 a.m. ET | July 15, 2024         | July 17, 2024            |
| <b>Website Entry Period</b> | July 16, 2024 at 12:00 a.m. ET     | August 31, 2024       | September 16, 2024       |

Instagram’s servers are the official time-keeping devices for the Social Entry Period and Administrator’s servers are the official time-keeping devices for the Website Enter Period.

#### **4. How to Enter during the Social Entry Period:**

**Participation Requirements:** To participate, you will need to have a personal Instagram account (“Account”). Creating an Account is free but subject to Instagram’s legal terms: (<http://instagram.com/about/legal/terms/#>) **If entering via a mobile device and using your wireless carrier’s network, standard data charges from your wireless carrier may apply.**

**Entry Requirements:** During the Promotion Period, locate Sponsor’s “Sweepstakes Post” that advertises this program. The post will be viewable through Sponsor’s channel at <https://www.instagram.com/splashrefresher/> and at <https://www.instagram.com/betches/>, Take the following actions to receive an entry:

- (a) Follow @SplashRefresher on Instagram;
- (b) Comment on the Sweepstakes Post and “at mention” one (1) person with whom you have a personal relationship that meets the eligibility requirements for this Sweepstakes and include #SavedBySplash;
- (c) Your Comment need not include any reference, positive or negative, to Sponsor’s products or services, and **including such a reference will not improve your chance of winning.** However, your Comment must not violate any of the Content Restrictions listed below; and
- (d) You must not change your Instagram handle once you post a Comment to enter this Sweepstakes and until the prizes are awarded (as described in Section 7).

**Content Restrictions for your Entry:**

- Your Comment must be your original work;
- You must have permission to include the Instagram handle of other individuals and to grant the rights set forth in Section 5. You should not @ mention any minors (or otherwise ineligible individuals) in your Comment. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor;
- Your Comment must not convey any claims of Sponsor's products or services that would be deemed unsubstantiated or deceptive if made by Sponsor;
- Your Comment must not disparage Sponsor or any other parties;
- Your Comment must not contain material that violates or infringes another's rights and therefore may not include logos, trademarks, or any other intellectual property other than those of the Sponsor;
- Your Comment must not make references to or include: alcohol, illegal drugs, marijuana, tobacco, or firearms/weapons, any activities that are or appear to be dangerous, or any political agenda;
- Your Comment may not be indecent, obscene, sexually explicit, hateful, promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- Your Comment may not be tortious, defamatory, libelous, disparage Sponsor or any other person or party, or contain material that is unlawful in any way.

By posting a Comment that conforms to all of the above requirements, you will receive one (1) Sweepstakes entry. Sponsor, in its sole discretion, may disqualify any Comment that it finds unlawful, or in violation of these Official Rules.

**Entry Limit:** Entrants may receive multiple entries into the Social Entry Period drawing by posting separate Comments, each including an @ mention to a unique individual. Posting a single Comment that @ mentions multiple persons/handles will only qualify as one (1) entry. Multiple entrants are not permitted to share the same Account.

**5. How to Enter during the Website Entry Period:**

During the Website Entry Period, visit [www.splashrefresher.com/savedbysplash](http://www.splashrefresher.com/savedbysplash) ("WebSite") and follow the links and instructions to accurately complete and submit the registration form, including your first and last name (initials are not sufficient), email address, and ZIP Code. You will receive one (1) entry into the drawing for the Grand and First Prizes offered during this Entry Period. Limit: One (1) Entry into this drawing per person.

**Earn entries into a Drawing for the "Bonus Prizes" (Bonus Prizes described below in Section X):**

There are two ways to receive entries into the Drawing for Bonus Prizes:

**Find and Submit Secret Codes:** After you have registered as described above, you can earn entries into the Bonus Prize Drawing by returning to the Website and logging in using the same email address you previously used and submitting a "secret code." You will earn one (1) entry into the Drawing for the Bonus Prizes for each unique secret code that you submit. There will be eleven (11) secret codes shared by Sponsor during the Website Entry Period as follows:

- (a) Starting on the first day of the Website Entry Period and then every Tuesday during the Website Entry Period, consumers who have opted into email communications will receive an email with one (1) secret code.
- (b) Sponsor will share four (4) secret codes through their Instagram channel.

**Mail In Entry Method:** During the Website Entry Period, enter by mail by printing your name, address, phone number, email address, and date of birth on a piece of paper and mailing it in an envelope with proper postage to "Saved by Splash Refresher™ Sweepstakes," c/o Merkle Inc., P.O. Box 5025, Department 863688, Kalamazoo, MI 49003-5025. You will receive one (1) entry into the Sweepstakes for each mail in entry request. All mail-in entries must be postmarked by August 31, 2024 and received by September 7, 2024. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

**Entry Limit:** Up to eleven (11) entries per person by any combination of the above entry methods.

**Limitations:** Any attempt by any entrant to obtain entries by using multiple/different Accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to the identity of an entrant, Sponsor and Administrator will rely on the information submitted by the entrant to participate in this Sweepstakes. If any additional information provided by entrant is inconsistent with the information provided at entry for this Sweepstakes, Sponsor and/or Administrator may disqualify such entrant and such disqualification may result in the forfeiture of any prizes won. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant's identity.

**6. Sponsor's Use of Social Post Content:** Posting a Comment constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Comments in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Comment.

**7. Prize Drawings:** Administrator is an independent organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during each applicable Entry Period on the dates listed above in Section 3.

For Social Entry Period: Each potential winner will be notified by @SplashRefresher as a private message and will be directed to a secure online claim form and asked to provide their name, email address, mailing address, and date of birth to confirm eligibility and for prize fulfillment purposes within three (3) days of the date notice or attempted notice is sent in order to claim the prize. Next, all potential winners (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release ("Declaration") which must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim the prize.

For Website Entry Period: Administrator will notify potential winners by email on or around dates listed in Section 3. Each potential Grand Prize and First Prize winner (or parent/legal guardian if winner is a minor in their state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") which must

be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. Potential winners of the Bonus Prize will be required to provide their name, home mailing address (P.O. Boxes may not be permitted), date of birth to confirm eligibility and confirm size details for purposes of prize fulfillment within 3 days of the date notice or attempted notice is sent, in order to claim the prize.

If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information, within the required time period (as applicable), or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner forfeits the prize or is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

## **8. Prizes:**

### **Social Entry Period Prizes**

THREE (3) GRAND PRIZES: Each Grand Prize winner will receive a \$1,000 check and gift card redeemable for one (1) private chef dining experience for up to 6 guests in their home (valued at \$1,650) and a \$500 gift card from a home cleaning service. Approximate Retail Value ("ARV") of each Grand Prize: \$3,150. Total ARV of all three (3) Grand Prizes: \$9,450.

FIVE (5) FIRST PRIZES: Each First Prize winner will receive a \$500 check and \$500 gift card from a home cleaning service. ARV of each First Prize: \$1,000. Total ARV of all five (5) First Prizes: \$5,000.

Total ARV of prizes offered during the Social Entry Period Sweepstakes is \$14,450.

### **Website Entry Period Prizes**

TWO (2) GRAND PRIZES: Each Grand Prize winner will receive a \$1,000 check, a \$1,000 gift card redeemable for home organization services and a \$550 gift card redeemable for personal styling services and one \$450 prepaid card. Your use of the prepaid card is governed by the Cardholder Agreement, and some fees may apply. This is not a gift card. Please note that prepaid cards are subject to expiration, so pay close attention to the expiration date of the card. Approximate Retail Value ("ARV") of each Grand Prize: \$3,000. Total ARV of all two (2) Grand Prizes: \$6,000.

FIVE (5) FIRST PRIZES: Each First Prize winner will receive a \$500 check and a \$500 gift card redeemable for home organization services. ARV of each First Prize: \$1,000. Total ARV of all five (5) First Prizes: \$5,000.

FIVE (5) BONUS PRIZES: Assorted branded apparel and Splash Refresher water bottle (all details determined by Sponsor). Winner will be able to select sizes for apparel. ARV of each Bonus Prize: \$138. Total ARV of all five (5) Bonus Entry Prizes: \$690.

Total ARV of Website Entry Period Prizes: \$11,690.

Terms and conditions apply to each gift card offered. Prizes are non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize (or component thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the

Promotion Period. Limit: One (1) prize per person. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of each Sweepstakes.

**9. Release:** By entering this Sweepstakes, entrants agree to release and hold harmless Sponsor, Administrator, Instagram, Inc., Meta Platforms, Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, third party claims involving the right to privacy, right of publicity, or intellectual property infringement, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

**10. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, prize information, likeness, submission, photograph (including, without limitation, winner's Instagram profile photo), voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**11. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**12. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, social media platforms, or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; (6) lost, late, unreceived, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected submissions or failure to receive submissions due to limitation of third-party social network platforms or (7) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, not received, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**13. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan or the appropriate Michigan State Court located in Oakland County,

Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and 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 entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**14. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy <https://www.bluetriton.com/privacy-policy>.

**15. Winner List:** For a winner list, please click [HERE](#). The winner list will be posted after winner confirmation is complete.

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