Unilever Basketball Sweepstakes at BJ's Official Rules

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Unilever Basketball Sweepstakes at BJ's Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility

Unilever Basketball Sweepstakes at BJ's (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (and the District of Columbia) who are eighteen (18) years of age or older at the time of entry. Void where prohibited. Employees of Conopco, Inc., d/b/a Unilever, Breaktime Media MWH, LLC, BJ's Wholesale Club, Inc. and their respective parents, affiliates, subsidiaries, distributors, sales representatives, and all other service agencies involved with the Sweepstakes and members of their immediate family (spouse, parents, siblings, and children) and household members (whether related or not) of each such employee are not eligible to participate or win. To enter the Sweepstakes or receive a prize, you must fully comply with the Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Sweepstakes. NCAA and its staff are ineligible to participate in the sweepstakes.

2. Sponsor and Administrator

Sponsor: Conopco, Inc. d/b/a Unilever, 800 Sylvan Avenue, Englewood Cliffs, New Jersey 07632 Administrator: Breaktime Media MWH, LLC, 303 Wyman Street, Suite 300, Waltham, MA 02451.

3. Timing

Sweepstakes begins on February 16, 2023 at 12:00 a.m. ET and ends March 15, 2023 at 11:59 p.m. ET ("Sweepstakes Entry Period"). The Sweepstakes is governed by these Official Rules and is subject to all applicable federal, state and local laws.

4. How to Enter

There are 2 ways to enter:

- a) Enter by Uploading Receipt: Purchase any two (2) men's Unilever products from BJs (either in store or online) between February 16, 2023 and March 15, 2023. Then visit UnileverBasketballSweepsAtBJs.com during the Sweepstakes Entry Period and upload the receipt that shows the qualifying purchases along your name, email address, and phone number. Each receipt may only be uploaded once. Receipt must clearly show the purchase of the qualifying items, date of purchase and retailer. If your receipt contains more than one qualifying purchase, you will only be able to upload that receipt once. See Attachment A for a full listing of participating products.
- b) Free Entry Method by Completing Online Form: To enter the Sweepstakes without making a purchase visit DailyBreak.com/embed/unilever-ncaa-mens-bjs-amoe during the Sweepstakes Entry Period and complete all required registration information to receive one (1) entry into the Sweepstakes.

Sponsor reserves the right, in its sole discretion, to: (i) verify any element of any entry, related materials or entrant's eligibility; and (ii) to request additional information. By entering this Sweepstakes, you

agree to provide any documentation or information deemed necessary by, and in a form acceptable to, Sponsor to satisfy the above requirement if asked by Sponsor to do so.

Limit of one (1) entry per day during the Sweepstakes Entry Period, regardless of method of entry. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays by using multiple/different email addresses, identities, registrations or logins, or any other methods will void that entrant's plays and that entrant may be disqualified. Any use of robotic, repetitive, automatic, programmed or similar play methods or agents (including, but not limited to, promotion entry services) will void all plays by that entrant. In the event of a dispute as to any entry, the authorized account holder of the email address will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being an authorized account holder.

5. Winner Determination

On or about March 9, 2023, the Sponsor will select one (1) entry for each first prize described below in a random drawing of all valid entries received. On or about March 20, 2023, the Sponsor will select one (1) entry for each grand prize described below in a random drawing of all valid entries received. The potential winners will be contacted using the email address provided with the registration and may be awarded the prize subject to verification of eligibility and compliance with the terms of these Official Rules. The potential winners will be notified by email on or about the day of the respective drawing. Failure by a potential winner to respond to any contact within 48 hours of notification will result in disqualification, and Sponsor will select an alternate potential winner in the same manner. Odds of winning a Sweepstakes prize depend on the number of eligible entries received at the time of drawing. Limit of one prize per person.

6. POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR. SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE WINNER AND OTHER MATTERS RELATED TO THE SWEEPSTAKES.

7. Verification of Potential Winners

Potential winners may be required to complete and return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") by the date specified by Sponsor, or an alternate potential winner may be selected. In the event (a) potential winner cannot be reached for whatever reason after a reasonable effort has been exerted, or the potential winner notification or Affidavit is returned as undeliverable, (b) potential winner declines or cannot accept, receive or use the prize for any reason, (c) of noncompliance with these Official Rules or any of the aforesaid time periods, (d) potential winner is found to be ineligible to enter the Sweepstakes or receive the prize, or (e) potential winner fails to fulfill the Affidavit-related obligations, the potential winner shall be disqualified from the Sweepstakes and an alternate potential winner may be selected in a random drawing, from among the other eligible entries received, as described in Section 5 above. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of alternate potential winner, if any.

8. Prizes

- Grand Prizes: Two grand prizes will be awarded. Each grand prize winner will receive two (2) ticket booklets to the Men's Final Four® Tournament on April 1, 2023 – April 3, 2023 and two thousand dollars (\$2,000)
 - worth of gift cards to be used for travel to get to and from Houston, TX. Winner is solely responsible for all travel and hotel booking and costs. If the winner spends more than the \$2,000 in provided gift cards, the winner will solely be responsible for all such additional costs. Sponsor is not responsible if any scheduled event is delayed, postponed, or cancelled for any reason and winner will not be reimbursed for tickets. Tickets may be subject to issuer's standard rain-check policies and procedures. Tickets may not be sold nor transferred to any other person. Lost, mutilated, or stolen tickets, vouchers or certificates will not be replaced. By accepting ticket prize, winner agrees to abide by any terms, conditions and restrictions provided by the ticket. Sponsor is not responsible if winner does not use ticket on day of event. Approximate Retail Value ("ARV") of each grand prize is: \$3,000.
- First Prizes: Two first prizes will be awarded. Each first prize winner will receive two (2) ticket booklets to the Men's Elite Eight® Tournament on, March 23, 2023 March 25, 2023 or March 24, 2023 March 26, 2023 (depending on selected city Las Vegas, NV, New York, NY, Kansas City, MO, or Louisville, KY) and two thousand dollars (\$2,000) worth of gift cards to be used for travel to get to and from Las Vegas, NV, New York, NY, Kansas City, MO, or Louisville, KY Winner is solely responsible for all travel and hotel booking and costs. If the winner spends more than the \$2,000 in provided gift cards, the winner will solely be responsible for all such additional costs. Sponsor is not responsible if any scheduled event is delayed, postponed, or cancelled for any reason and winner will not be reimbursed for tickets. Tickets may be subject to issuer's standard rain-check policies and procedures. Tickets may not be sold nor transferred to any other person. Lost, mutilated, or stolen tickets, vouchers or certificates will not be replaced. By accepting ticket prize, winner agrees to abide by any terms, conditions and restrictions provided by the ticket. Sponsor is not responsible if winner does not use ticket on day of event. Approximate Retail Value ("ARV") of each grand prize is:\$3,000.

For all prizes: Prize is non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the listed prize for one of equal or greater value for any reason. Winner (or parent / legal guardian if winner is a minor) is responsible for all taxes and fees associated with prize receipt and/or use. All federal, state, and local tax liabilities, as well as any other costs and expenses not specified herein as being awarded are the sole responsibility of the Winner. Prize will be awarded only if the potential prize winner fully complies with these Official Rules. ARV of all prizes is \$12,000.

9. Entry Conditions and Release

Each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor which are binding and final in all matters relating to this Sweepstakes; (b) defend, indemnify, release and hold harmless the Sponsor, Administrator, BJ's Wholesale Club, Inc., NCAA and its respective parent, subsidiary, and affiliated companies, celebrities, and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not

limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry. Winner acknowledges that the prize is awarded as-is without warranty of any kind.

10. Publicity

Except where prohibited or restricted by law, winner's acceptance of prize constitutes the winner's agreement and consent for Sponsor and any of its designees to use and/or publish winner's name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by winner regarding the Sweepstakes or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

11. General Conditions

Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Sweepstakes or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Sweepstakes or any promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Sweepstakes, or with any Website promoting the Sweepstakes; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Sweepstakes multiple times through the use of multiple email addresses or the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Sweepstakes, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Sweepstakes, including the entire Sweepstakes, and/or modify the Sweepstakes and/or award the prize from all eligible entries received as of the termination date.

12. Limitations of Liability

The Released Parties are not responsible for: (a) 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; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error in the administration of the Sweepstakes or the processing of registrations; or (e) 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 registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes. No more than the stated number of each prize will be awarded.

13. Disputes

Except where prohibited, by participating, entrants agree that all issues and questions concerning the construction, validity, interpretation, administration, and enforceability of the Official Rules, or the rights and obligations of an entrant and Sponsor shall be governed by and construed exclusively in accordance with the laws of the state of New York without giving effect to any principles of conflicts of law of any jurisdiction and that: (1) any and all disputes, claims, and causes of actions arising out of, or connected with the Sweepstakes, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating, but in no event attorney's fees; (3) under no circumstances will any entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-ofpocket expenses, and any and all rights to have damages multiplied or otherwise increased. By entering the Sweepstakes, all entrants agree to be subject to jurisdiction in the Federal and State courts of New York and agree that all disputes relating in any way to this Sweepstakes must be resolved in the courts of New York. Entrants agree not to raise the defense of forum non convenience.

14. Sweepstakes Results

For the name of the winner, interested individuals should send an email to support@dailybreak.com with the subject line, "Winners List – Unilever Basketball Sweepstakes at BJ's". Winner List requests must be received no later than June 1, 2023.

NCAA is neither a sponsor nor administrator of this Sweepstakes. Elite Eight® and Final Four® are registered marks of the NCAA.

Attachment A Participating Products

Participating Products		
<u>Item Description</u>	<u>Unit UPC</u>	
Degree IS Men's 5Pk Staple Pack - Cool Rush (Godiva)	79400473738	
Dove Men's APA 4.8z - Extra Fresh - Godiva	79400475497	
Axe Body Spray Phoenix XL 3*5.1z	79400476319	
AXE Shower Gel - Phoenix 2/28oz	11111013582	
Dove Mens Hair Care 40 oz	79400612038	
Vaseline Cocoa Radiant	305210038370	
Degree B&W Stk 2.7oz/4	79400473905	

Dove Mens Extra Fresh Stk 2.7oz/4	79400473721
Dove Men's BW Extra Fresh 2*30 oz	11111030411
Dove Bar Men's - Extra Fresh 14 ct	11111018457
Vaseline Original Petroleum Jelly, 2 pk./13 oz.	305210425521

TERMS AND CONDITIONS

- 1. For the purpose of these Terms and Conditions, the term "Reward" is defined as a five-dollar (\$5) Visa Prepaid Card.
- 2. Only 4,000 Rewards will be issued, unless less than 4,000 valid requests are made.
- 3. In order for a "Customer" to become eligible to receive a Reward, Customer must:
 - a. Purchase two (2) participating men's Unilever products at BJs between 2/16/23 and 3/15/23. Retain your receipt. A full listing of participating products is shown below.
 - b. Take a photo of your entire receipt showing the qualifying items starred or for online purchases take a screenshot of your shipping, pickup or delivery confirmation. Receipt must show date of purchase and that the items were purchased at BJs. A single receipt must show both purchases.
 - c. Visit www.UnileverBasketballSweepsAtBJs.com, enter your information and submit the image of your full receipt by 3/15/23. Your request must be one of the first 4,000 valid requests to be eligible for the Reward.
 - d. Submissions are reviewed within 3-5 business days. Once your submission has been validated, a qualifying Customer will receive an email with instructions and a link to activate the Reward.
- 4. You must follow the instructions in the email to activate and receive the Reward. You will have the option to select a Virtual Visa Card, ready for immediate use online or over the phone anywhere Visa debit is accepted or select a physical Visa Card to be mailed to you (shipping and handling fee of \$3.00 applies). The redemption site will require you to provide your name, address, email and mobile phone number. You must also agree to the Cardholder Agreement to complete the redemption.
- 5. Your Reward will be delivered via email with instructions for claiming your Visa prepaid card. You must claim your card within 4 months from the date these instructions are sent via email. Your right to the payment expires after that time. Use your Visa prepaid card anywhere Visa debit cards are accepted around the world. Card is issued by The Bancorp Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc. 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.
- 6. Once redeemed, you will have 7 months to use your Visa Prepaid Card wherever Visa debit is accepted in the U.S. Your right to payment expires after that time.
- 7. Offer valid to residents of the U.S.

- 8. Must be eighteen (18) years or older to participate.
- 9. Limit 1 reward per person, 1 reward per receipt submission.
- 10. Breaktime Media MWH, LLC ("Promoter"), shall have no obligation whatsoever to honor any Rewards accepted in violation of these Terms and Conditions.
- For the purpose of this Promotion, "Released Parties" includes the Promoter, Conopco, Inc., d/b/a Unilever, and their respective parents, affiliates, partners, subsidiaries, agents, distributors and vendors.
- 12. This information is correct at the time of campaign launch, although Released Parties reserve the right to change details at any time.
- 13. Released Parties shall have no obligation whatsoever to honor any Rewards accepted in violation of these Terms and Conditions.
- 14. Void if transferred, sold, auctioned, photocopied or otherwise altered and where prohibited or restricted by law.
- 15. Released Parties shall not be liable for lost, stolen, damaged, misdirected, or undeliverable emails and will not resend emails in any of these events.
- 16. The Reward has no monetary value. This Reward is not transferable, transferable for sale, resale and is not redeemable for cash.
- 17. The terms of this Promotion are as stated here and no other representations (written or oral) shall apply.
- 18. The Reward is subject to promotional availability.
- 19. Promoter reserves the right to substitute a Reward of equal or greater value or a different Reward.
- 20. Offer qualification is determined when receipt image is submitted to validation site. Proof of identity and/or residence reasonably satisfactory to Promoter may be required to verify eligibility. Promoter has the right to determine offer eligibility in its discretion; all decisions concerning offer eligibility are final. Any effort to circumvent the offer's limits, requirements or other terms (including, but not limited to, providing fictitious information or concealing identity or location) voids submissions and disqualifies person from participating in the offer.
- 21. Promoter reserves the right to change or modify the Terms and Conditions of the Promotion at any time during the term thereof. It shall be the Customer's sole obligation to check the Terms and Conditions during the Promotion and when the Customer redeems the Reward.

Participating Products	
Item Description	<u>Unit UPC</u>
Degree IS Men's 5Pk Staple Pack - Cool Rush (Godiva)	79400473738
Dove Men's APA 4.8z - Extra Fresh - Godiva	79400475497
Axe Body Spray Phoenix XL 3*5.1z	79400476319
AXE Shower Gel - Phoenix 2/28oz	11111013582
Dove Mens Hair Care 40 oz	79400612038
Vaseline Cocoa Radiant	305210038370
Degree B&W Stk 2.7oz/4	79400473905
Dove Mens Extra Fresh Stk 2.7oz/4	79400473721
Dove Men's BW Extra Fresh 2*30 oz	11111030411
Dove Bar Men's - Extra Fresh 14 ct	11111018457
Vaseline Original Petroleum Jelly, 2 pk./13 oz.	305210425521