

## SCOTCH-BRITE™ BRAND + KITCHEN NIGHTMARES GIVEAWAY

### OFFICIAL RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.  
A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

**Standard data rates apply to participants who choose to participate in the Sweepstakes via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.**

- 1. SWEEPSTAKES PERIOD:** The Scotch-Brite™ Brand + Kitchen Nightmares Giveaway (the “Sweepstakes”) begins at 12:01:00 a.m. Central Time (“CT”) on September 18, 2023 and ends at 11:59:59 p.m. CT on September 25, 2023 (“Sweepstakes Period”).
- 2. SPONSOR:** Scotch-Brite™ Brand, 3M Company, 3M Center, St. Paul, MN 55144 (the “Sponsor”). The Sweepstakes is in no way sponsored, endorsed or administered by Fox Broadcasting Company, LLC, or its affiliated or related companies, including without limitation, Fox Corporation, stations affiliated with FOX, producers of their programs, each of their advertisers, sponsors and their advertising agencies, their respective parents, divisions, affiliated companies, subsidiaries, licensors, licensees, successors and assigns, and each of the foregoing entities’ officers, directors, shareholders, agents, and sub-contractors and employees (“FOX Entities”).
- 3. ELIGIBILITY** The Sweepstakes is only open to legal residents of the fifty (50) United States and the District of Columbia who are of legal age of majority in their state of residence at the time of entry. Void where prohibited or restricted by law. Employees and officers of 3M Company, and companies involved in the design, implementation, and execution of Sweepstakes and their respective parent companies, affiliates, subsidiaries, prize suppliers, representatives or agents, and advertising/promotional agencies (collectively, the “Promotional Participants”) and their immediate family members (mother, father, sister, brother, husband, wife, daughter, son, step-father, step-mother, stepdaughter, step-son, step-brother, step-sister, half-brother, and half-sister and spouses of each) and/or those living in the same household of each such person are not eligible to enter or win.
- 4. AGREEMENT TO OFFICIAL RULES:** By participating in this Sweepstakes, you are signifying your agreement that you have read, understand and agree to abide by and be legally bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to this Sweepstakes. Sweepstakes is subject to all applicable federal, state, and local laws.
- 5. HOW TO ENTER:** To enter the Sweepstakes, you can earn one (1) Entry, as follows:

You must become a “follower” of the Sponsor’s official @scotchbrite channels on Instagram and TikTok (the “Sweepstakes Posts”). (Note: you can un-follow at any time after the Sweepstakes ends without impacting your chances of winning). Instagram and TikTok accounts are free. If you do not already have an account for these platforms, visit [www.instagram.com](http://www.instagram.com) and [www.tiktok.com](http://www.tiktok.com) to create accounts. If you do not agree to Instagram’s and TikTok’s terms of service, privacy policy, cookies policy (where applicable) you cannot create accounts or participate in this Sweepstakes.

Instagram: To enter via Instagram, you must log-in to your Instagram Account and post content on the official @scotchbrite channel that: (i) includes a comment and the sponge emoji; and (ii) includes #sweepstakes. When all required steps of the entry process are complete during the Sweepstakes Period (as determined by Sponsor in its sole and absolute discretion), you will automatically be eligible to earn one (1) Entry in the Sweepstakes.

OR

TikTok: To enter via TikTok, you must log-in to your TikTok Account and post content on the official @scotchbrite channel that: (i) includes a comment and the sponge emoji; and (ii) includes #sweepstakes. When all required steps of the entry process are complete during the Sweepstakes Period (as determined by Sponsor in its sole and absolute discretion), you will automatically be eligible to earn one (1) Entry in the Sweepstakes.

You may comment on the Sweepstakes Post(s) as much as you like, however there is a limit of one (1) Entry per person, regardless of the number of comments a person may make, and regardless of whether comments are made on both Social Platforms. Only an entrant's first comment, regardless of Social Platform, will count as an entrant's one and only Entry.

To be eligible, all content and materials associated with your Entry (regardless of the method of entry) (collectively, the "Submission") must: (i) be submitted and received in accordance with these Official Rules during the Sweepstakes Period; (ii) include all required components and materials noted above; (iii) reflect the theme; (iv) be in accordance with these Official Rules, including, but not limited to, the specific Submission Requirements listed below; and (v) be in accordance with the applicable terms, rules, policies and guidelines of the applicable Social Platform (the "Social Platform Rules") (all as determined by the Sponsor in its sole and absolute discretion).

The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram or TikTok (each, a "Social Platform"). Each Social Platform is hereby completely released of all liability by each entrant in this Sweepstakes. Any questions, comments or complaints regarding the Sweepstakes must be directed to the Sponsor and not to a Social Platform. You may only use your personal Social Platform account to participate in this Sweepstakes.

- 6. SUBMISSION REQUIREMENTS:** BY COMMENTING ON THE SWEEPSTAKES POST, YOU AGREE THAT THE ENTRY (AND EACH INDIVIDUAL COMPONENT THEREOF) COMPLIES WITH ALL CONDITIONS STATED IN THESE OFFICIAL RULES. THE RELEASED PARTIES (DEFINED BELOW) WILL BEAR NO LEGAL LIABILITY REGARDING THE USE OF YOUR ENTRY. THE RELEASED PARTIES (DEFINED BELOW) SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE OFFICIAL RULES. To be eligible for entry in this Sweepstakes, your Submission must meet the following specific requirements:

By participating in the Sweepstakes, you warrant and represent that your Submission:

- i. is original to you and that you have all necessary rights in and to the Submission to enter the Sweepstakes;
- ii. does not violate any federal, state or local laws and regulations;
- iii. does not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of

majority in their jurisdiction of residence (note: if you cannot obtain the consent of an individual appearing in your Submission, then they must be completely deleted from your Submission);

iv. does not use a Sponsor product in a manner that is not recommended by the Sponsor or contrary to directions for use or;

v. will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims for payment whatsoever;

iv. is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; firearms/weapons, or any violent, unsafe or dangerous behavior, explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of the Sponsor); content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of the Sponsor; any identifiable third party products, trademarks, brands and/or logos, other than those of the Sponsor (e.g. any clothing worn and/or products appearing in your Submission must not contain any visible logos, trademarks or other third party materials unless the appropriate consents have been obtained --- note: all identifiable third party products, trademarks, brands and/or logos for which consent has not been obtained by the entrant must be blurred out so as to be unrecognizable); conduct or other activities in violation of these Official Rules; and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

The Sponsor and/or its designated content moderator (the "Reviewer") may screen your Submission. The Reviewer reserves the right, in its sole and absolute discretion, to edit or modify any Submission, or to request an entrant to modify, edit and/or re-submit their Submission, in order to help ensure that the Submission complies with these Official Rules, or for any other reason.

CONTENT POSTED TO INSTAGRAM ARE NOT EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants. Sponsor reserves the right to waive any Entry requirements set forth herein in its reasonable discretion. Sponsor reserves the right to, and may or may not, monitor/screen Entries and content.

By entering the Sweepstakes and submitting an Entry, each entrant: (i) without limiting the applicable Social Platform Rules, as applicable, grants to the Sponsor, in perpetuity, a worldwide non-exclusive license to publish, display, reproduce, modify, edit or otherwise use entrant's Submission, in whole or in part, for administrating, advertising or promoting the Sweepstakes or for any other reason, in any type of media; (ii) waives all moral rights in and to their Submission in favor of the Promotional Participants; and (iii) agrees to release and hold harmless the Released Parties (defined below) from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other cause of action that relates in any way to entrant's Submission, including, without limitation, any intellectual property related cause of action. For greater certainty, the Reviewer reserves the right, in its sole and absolute discretion and at any time during the Sweepstakes, to modify, edit or remove any Submission, or to request an entrant to modify or edit their Submission, if a complaint is received with respect to the Submission, or for any other reason.

7. You may comment on the Sweepstakes Post(s) as much as you like, however there is a limit of one (1) Entry per person, regardless of the number of comments a person may make, and regardless of whether comments are made on both Social Platforms. Only an entrant's first comment, regardless of Social Platform, will count as an entrant's one and only Entry.

If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) exceed any of the limits stated in these Official Rules; and/or (ii) use multiple names, identities, email addresses, Social Platform accounts and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt this Sweepstakes; then they may be disqualified from the Sweepstakes in the sole and absolute discretion of the Sponsor. Your Entry may be rejected if (in the sole and absolute discretion of the Sponsor): (i) it is not fully completed with all required information; and/or (ii) your Submission does not comply with the Submission Requirements and/or is not submitted and received in accordance with these Official Rules during the Sweepstakes Period. The Released Parties (defined below) are not responsible for late, lost, misdirected, delayed, incomplete, illegible or incompatible Entries and/or Submissions (all of which are void). All Entries, Submissions and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Sweepstakes; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry, Submissions or other information entered (or purportedly entered) for the purposes of this Sweepstakes; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Sweepstakes in accordance with these Official Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Sweepstakes will be the Sweepstakes server machine(s).

8. **THREE (3) PRIZES AND APPROXIMATE RETAIL VALUE (ARV):** There are three (3) Prize Packages available to be won:

- One (1) First Place Prize Package consisting of one (1) \$500 USD American Express Gift Card, a one (1) year supply of Scotch-Brite™ Brand cleaning products, and a Kitchen Nightmares Apron signed by Gordon Ramsay. Approximate Retail Value ("ARV") of the First Place Prize Package is \$700 USD.
- Two (2) Second Place Prize Packages each consisting of one (1) \$100 USD American Express Gift Card, a one (1) year supply of Scotch-Brite™ Brand cleaning products, and a Kitchen Nightmares Apron (not signed). ARV of each Second Place Prize Package is \$300 USD.

Total ARV of all Prizes is \$1,300 USD. Gift cards are subject to certain terms and conditions as specified by the issuer.

9. The Prizes must be accepted as awarded. The Prizes may not be sold, transferred and are not convertible to cash. Sponsor, in its sole discretion, reserves the right to substitute the Prize in whole or in part in the event that all or any component of the Prize is unavailable. All characteristics and features of each Prize, except as otherwise explicitly stated above, are at the Sponsor's sole and absolute discretion. Each Prize winner is solely responsible for all costs not expressly described herein. Limit of one (1) Prize per person.

Prizes will be fulfilled approximately 6 weeks after notification to winners. Limit one (1) prize per person. Physical prizes will be shipped only to shipping addresses within the continental United States.

**10. RANDOM DRAWING AND WINNER NOTIFICATION:** On September 27, 2023 at approximately 12:00 PM CT (the "Selection Date"), a random draw for the Prizes will take place in Minneapolis, MN from among all eligible Entries received during the Sweepstakes Period. The odds of winning a Prize will depend on the number of eligible Entries received during the Sweepstakes Period in accordance with these Official Rules.

The Sponsor, acting reasonably, will attempt to contact each potential Prize winner to notify them that they may have won a Prize by Direct Message (as determined by the Sponsor in its sole and absolute discretion) within two (2) business days after the Selection Date. In the event that a potential winner cannot be contacted within such time, they will be disqualified and an alternate potential winner may be selected in accordance with the procedure outlined above at the Sponsor's sole and absolute discretion (in which case the foregoing provisions of this section shall apply to such new potential Prize winner). Each entrant is solely responsible for ensuring their Social Platform account settings to receive such notification messages from the Sponsor. Proof of identification must be provided upon request. In order to be declared a winner, Sponsor may, in its sole and absolute discretion, require that potential winners must sign and return within the time stipulated by the Sponsor, a full declaration and release form stating that, among other things, the potential winner has read and understood these Official Rules, grants all consents required, authorizes the Sponsor to broadcast, publish, disseminate and otherwise use their name, city/town/village and state of residence, photograph, voice and other likeness, in connection with any promotion and/or publicity, and/or for general news, entertainment and/or information purposes at no additional compensation to the potential winner, beyond the awarding of or participation in the Prize, assigns all intellectual property, including copyright, in and to their Submission to the Sponsor, waives all their moral rights in and to their Submission in favor of the Sponsor, agrees to indemnify the Released Parties (defined below) against any and all claims, damages, liabilities, costs, and expenses arising from use of their Submission, accepts the Prize as awarded and releases the FOX Entities, the Promotional Participants and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Released Parties") from any and all liability in connection with this Sweepstakes, potential Prize winner's participation therein and/or the awarding and use/misuse of the Prize or any portion thereof. If a potential Prize winner: (a) fails to return the properly executed Sweepstakes documents within the specified time; (b) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (c) is determined to be in violation of these Official Rules (all as determined by the Sponsor in its sole and absolute discretion); then they may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate potential winner in accordance with the procedure outlined above at the Sponsor's sole and absolute discretion (in which case the foregoing provisions of this section shall apply to such new potential Prize winner).

**11.** By entering this Sweepstakes each entrant and participant automatically agree to accept and abide by these Official Rules. All decisions of the Sponsor with respect to any aspect of this Sweepstakes, including without limitation the eligibility of Entries and entrants are final and binding on all entrants in all matters as they relate to this Sweepstakes.

**12.** Any applicable federal, state, and local taxes are the sole responsibility of the Prize winners.

**13.** The decisions of the Sponsor with respect to all aspects of this Sweepstakes are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or entrants. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THESE OFFICIAL RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME. The Released Parties will not be liable for: (i) any failure of any Social Platform during the Sweepstakes; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any

Entry, Submission or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Sweepstakes; and/or (v) any combination of the above. In the event of a dispute regarding who submitted an Entry, the Sponsor reserves the right, in its sole and absolute discretion, to deem the Entry to have been submitted by the authorized account holder of the Social Platform account used to submit the Entry. "Authorized account holder" is defined as the person who is assigned a Social Platform account by the Social Platform. An entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that entrant is the authorized account holder of the Social Platform account used to submit the Entry in question. The Sponsor reserves the right to withdraw, amend or suspend this Sweepstakes (or to amend these Official Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Sweepstakes as contemplated by these Official Rules, including, without limitation, any error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud or technical failure. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Sweepstakes in any way (as determined by Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right to cancel, amend or suspend this Sweepstakes, or to amend these Official Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. The Sponsor reserves the right to adjust any of the dates, timeframes and/or other Sweepstakes mechanics stipulated in these Official Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Entry with these Official Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Sweepstakes as contemplated in these Official Rules, or for any other reason.

- 14.** All Submissions become the property of Sponsor and will not be acknowledged or returned. Winners grant all consents required, authorize the Sponsor to broadcast, publish, disseminate and otherwise use their name, city/town/village and state of residence, photograph, voice and other likeness, in connection with any promotion and/or publicity, and/or for general news, entertainment and/or information purposes at no additional compensation, beyond the awarding of or participation in the Prize, assign all intellectual property, including copyright, in and to their Submission to the Sponsor, waive all their moral rights in and to their Submission in favor of the Sponsor, agree to indemnify the Released Parties against any and all claims, damages, liabilities, costs, and expenses arising from use of their Submission, accept the Prize as awarded and release the Promotional Participants and the Released Parties from any and all liability in connection with this Sweepstakes, participation therein and the awarding and use/misuse of the Prize or any portion thereof.
- 15. LIMITATIONS OF LIABILITY:** Under no circumstances, including negligence, shall the Sponsor or Promotional Participants be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of or inability to use any platform or web site, or out of any breach of any warranty. This exclusion or limitation of liability will not apply to the extent that any applicable statute prohibits such exclusion or limitation of liability. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SPONSOR'S WEB SITE IS PROVIDED "AS IS" WITHOUT ANY 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. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES; CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS REGARDING THESE LIMITATIONS OR RESTRICTIONS.

- 16. PRIVACY:** By entering this Sweepstakes, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with entrant's Entry only for the purpose of administering the Sweepstakes and in accordance with Sponsor's privacy policy available at [https://www.3m.com/3M/en\\_US/company-us/privacy-policy/](https://www.3m.com/3M/en_US/company-us/privacy-policy/). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.
- 17. APPLICABLE LAWS AND JURISDICTION:** This Sweepstakes 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 Minnesota. All disputes arising out of or connected with this Sweepstakes will be resolved individually, and without resort to class action, exclusively by a state or federal court located in Minnesota. Should there be a conflict between the laws of the state of Minnesota and any other laws, the conflict will be resolved in favor of the laws of the state of Minnesota. All judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Sweepstakes and shall not include any indirect, punitive, incidental and/or consequential damages.
- 18.** In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Sweepstakes related materials, including but not limited to any Social Platform or point of sale, television, radio, print or online advertising, the terms and conditions of the Official Rules shall prevail, govern and control.
- 19.** All intellectual property, including but not limited to trademarks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned by the Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.
- 20. WINNERS LIST REQUEST:** For the names of the winners, send a self-addressed stamped envelope in a separate, first class stamped envelope to: The Scotch-Brite™ Kitchen Nightmares Sweepstakes Winners List, c/o E Group, Inc. 901 North 3<sup>rd</sup> Street, Suite 116, Minneapolis, MN 55401. Requests must be received by December 25, 2023. Responses to win list requests will be made after all winners are confirmed.

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## **ABBREVIATED RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.** Open only to legal residents of 50 US/DC, 18+ (19+ NE & AL and 21+ in MS). Void where prohibited by law. Enter from 12:00:00 a.m. CT on 9/18/23 to 11:59:59 p.m. CT on 9/25/23. LIMIT 1 ENTRY PER PERSON. Odds of winning depend upon the number of eligible entries received. Subject to the Official Rules. Sponsor: Scotch-Brite Brand, 3M, St. Paul, MN 55144. Official Rules available at <https://multimedia.3m.com/mws/media/23480440/scotch-brite-brand-kitchen-nightmares-giveaway-official-rules.pdf>.