

**Best Friends Animal Society**  
**Fresh Step® Donation Program**  
**PROGRAM TERMS AND CONDITIONS**

**1. Sponsor:** The Clorox Company, and its subsidiary of The Clorox Pet Products Company, 1221 Broadway, Oakland, CA, 94612. **Charitable Organization:** Best Friends Animal Society, 5001 Angel Canyon Road, Kanab, UT 84741.

**2. Timing:** The Fresh Step® Donation Program ("Program") begins on May 5, 2024 at 12:00 a.m. Pacific Time ("PT") and ends on June 9, 2024 at 11:59 p.m. PT, or when the maximum donation of 1,000,000 pounds (approximately 40,000 "Qualifying Product" purchases as described in Section 4 below) has been reached, whichever comes first ("Program Period").

**3. Charitable Purpose:** The product donated through this Program will support the Charitable Organization in its charitable purpose of promoting kindness to animals, eradicating the problem of homeless pets, ending the killing of animals labeled as unadoptable, and sharing world-class standards for animal care. Through this Program, Sponsor will provide (1) box or twenty-five (25) pounds of kitty litter to the Charitable Organization for every one (1) box/unit of Company's Limited Edition The Garfield Movie Fresh Step® Extreme Mountain Spring Clay Clumping Litter (25 pound box) (the "Qualifying Product") sold during the Program Period. Visit [bestfriends.org](https://bestfriends.org) for further information about the Charitable Organization, including position statements, finances and charitable purpose.

**4. How to Participate:** During the Program Period, purchase a box of Qualifying Product, specially marked as participating in this Program, from a participating Walmart store or Walmart.com. For each specially marked box of Qualifying Product sold during the Program Period, Sponsor will donate to the equivalent of twenty-five (25) pounds of kitty litter to the Charitable Organization, up to a maximum donation of one million (1,000,000) pounds of litter.

Note: No portion of any Qualifying Product purchase is tax deductible.

**5. Donation Terms:** No later than thirty (30) days after the end of the Promotion Period, or upon ten (1) days written notice from the Charitable Organization, Sponsor will deliver a final accounting to the Charitable Organization, specifying the number of Qualifying Products sold and the amount of kitty litter in pounds to be donated to the Charitable Organization pursuant to the Program. The Charitable Organization has the right to review or audit the books and records of Sponsor relating to the Program to verify the accuracy of the donation.

**6. Release:** By participating, participant agrees to release and hold harmless Sponsor, Merkle Inc., Charitable Organization, Walmart, Inc., and their respective parents, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and suppliers, and each of their respective officers, directors, employees and agents, (collectively, "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Program and/or use, inability to use or misuse of a Qualifying Product (including any injury or harm related thereto).

**7. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Program, or any part of it, if any fraud, technical failures, widespread illness, pandemic, civil unrest, human error or any other factor impairs the integrity or proper functioning of the Program, as determined by Sponsor in its sole discretion. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

**8. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information either caused by typographical or printing errors or by any of the equipment

or programming associated with or utilized in the Program; (2) technical failures of any kind, (3) unauthorized human intervention in any part of the Program; (4) 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 Program; or (5) other errors or problems of any kind relating to or in connection with the Program, whether printing, typographical, technical, computer, network, mechanical, or human error or otherwise, which may occur in the administration of the Program, the calculation of the number of Qualifying Purchases, or in any Program-related materials.

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