

**ENERGIZER ULTIMATE INSTAGRAM PHOTO CONTEST
OFFICIAL RULES**

No PURCHASE NECESSARY. Making a purchase will not improve your chances of winning a prize.
Open to Legal Residents of the 50 United States including the District of Columbia ("D.C.")
18 years of age and older (19 and older if a resident of Alabama or Nebraska).
Void elsewhere and where prohibited. A digital camera is needed to participate in the Contest.

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK. FACEBOOK IS NOT AFFILIATED WITH THE SPONSOR IN ANY WAY.

CONTEST DESCRIPTION AND PERIOD: The *Energizer* Ultimate Instagram Photo Contest (the "Contest"), sponsored by Energizer Battery, Inc. ("Sponsor"), starts May 14, 2012 at 01:00:00 PM Eastern Time (ET) and ends June 15, 2012 at 12:00:00 PM ET (the "Contest Submission Period"). All eligible entries will be posted on www.facebook.com/energizer for Public Voting at the end of the Contest Submission Period. The entrants whose submissions receive the greatest number of valid votes will be declared the winners (subject to verification), as described more fully under "Public Voting", below. In the event of a tie at any prize level, a team of judges selected by the Sponsor will make the final determination of the winner for that prize level based on the criteria set forth under "Public Voting", below.

Contest Events/Timing:

Contest Event	Starts	Ends
Entry Submission Period	01:00:00 PM ET on 5/14/12	11:59:59 PM ET on 06/03/12
Public Online Voting Period	12:00AM ET on 06/04/12	12:00:00 PM ET on 06/15/12
Winner Notification	On or about 6/18/12	6/18/12
Winners Posted Online	On or about 6/21/12	

ELIGIBILITY: This Contest is open only to legal residents of the 50 United States and D.C. who are 18 years of age or older at the time of entry (19 or older if a resident of AL or NE). Employees, officers and directors of Sponsor, its parent company, affiliates, subsidiaries and advertising and promotion agencies, and members of the immediate families (defined for these purposes as including spouse, biological, adoptive and step-parents, children, grandparents, grandchildren and siblings and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are not eligible to enter and/or win a prize. In addition to the above, professional photographers, defined as individuals who receive payment for photographs they take, are not eligible to enter. Void outside the 50 United States/D.C. and where prohibited. By participating, entrants agree to abide by and be bound by these Official Rules and to accept decisions of the Sponsor as final in all matters relating to this Contest. This Contest is subject to all applicable federal, state and local laws and regulations.

HOW TO ENTER: To enter, go to the *Energizer* Page located at <http://www.facebook.com/energizer>. Then, [1] Like the Page (if you do not already); [2] Click on the "Ultimate Instagram Photo Contest" application (the "Contest Site"); [3] Complete the registration form by providing the information required; [4] upload your photo that complies with all instructions and requirements set forth in these Official Rules, using Instagram or other photo-filtering application; and [5] Click the submit button. Once properly completed and submitting, the information you supplied together with the photo you uploaded will be considered, and referred to herein as, your "Entry".

Your photo must depict what "ULTIMATE" means to you. Photo may not be a professional photo. File size of photo may not exceed 5 MB. Photo may be either black-and-white or color. See further photo requirements and content restrictions below.

The Sponsor and/or its designated representatives will review all Entries received and will post those photos that they deem to conform to these Official Rules, as determined by the Sponsor or its designated representatives in its/their sole discretion. However, if Sponsor or its representatives determine, at any time subsequent to the posting of a photo, that the photo and/or the Entry with which it was submitted do not comply fully with these Official Rules, Sponsor reserves the right to remove the photo and disqualify the related Entry and entrant.

ENTRY TERMS: Limit: One (1) entry per person. Any individual who attempts to enter, or in the sole discretion of the Sponsor is suspected of entering more than once, by means that include but are not limited to establishing multiple e-mail accounts, will be disqualified from participation in this Contest. In the event of a dispute over the identity of an entrant, the Entry will be declared made by the authorized holder of the e-mail address submitted at the time of entry, and any entrant may be required to provide identification sufficient to show that he/she is the authorized account holder of such e-mail

address. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. All entries become the property of Sponsor and will not be returned to entrant. NOTE: By entering, all entrants understand and agree that entries will be posted on the Internet (and other media as designated by the Sponsor in its sole discretion) for public viewing on the Contest Site. Further, by entering, all entrants agree to give Sponsor permission to use his/her name and likeness in any media worldwide without limitation and without further notice or permission. Each Entrant assumes all risk of loss, damage, destruction, delay or misdirection of Entries submitted to Sponsor, and is solely responsible for Internet connectivity, software and/or hardware that may be required in order to create and/or submit an Entry. Use of any automated entry software is prohibited.

Entries may only be submitted by an individual person; group Entries will not be accepted. For example, although different individuals might have taken part in the making of an Entry, and more than one (1) individual may appear in the Entry, only one (1) individual (i.e., the person named on the entry form) will be considered to be the "Entrant" for purposes of this Contest. By entering, each Entrant represents and warrants that he or she has obtained, in writing, prior to the submission of the Entry: (a) all rights, licenses, and permissions from any person (or parent/legal guardian if person is a minor) who may have helped create or who may appear in the Entry; and (b) all rights, licenses, and permissions for the use, in the Entry, of any material or elements that are not owned by the Entrant, and/or which are subject to the rights of a third party or parties. Each Entrant further represents and warrants that his or her Entry conforms to these Official Rules, and that the Entry:

- (i) is the original work of the Entrant, and was not previously published or submitted in any other contest. Modifying, enhancing or altering a third party's preexisting work does not qualify as an Entrant's original creation.
- (ii) does not contain any use of the names, likenesses, photographs, or other identifying elements, in whole or in part, of any person or character, whether living, dead or animated, without permission (proof of which in all cases must be provided to the Sponsor upon request in a form satisfactory to the Sponsor);
- (iii) does not include trademarks, logos (with the exception of Energizer logos/trademarks to the extent allowed by these Official Rules*), or copyrighted material not owned by Entrant or material that is used without permission or that otherwise infringes or violates the rights of any third party (including but not limited to, copyrights, trademarks, patents, trade secrets, logos, contract and licensing rights, rights of publicity or privacy, moral rights (i.e., "droit morale"), or any other intellectual property rights);
- (iv) except as set forth above, the content of the Entry is not subject to any third party agreement(s), and the Sponsor will not be required to pay or incur any sums to obtain further permissions of any person or entity as a result of its use or exploitation of the idea or photo or rights therein or portions, modified versions or derivative works thereof as contemplated in these Official Rules;
- (v) does not defame, misrepresent, or contain any content which could adversely affect the name, reputation, or goodwill of the Sponsor or any other individuals and/or entities, the determination of which shall remain in the sole discretion of Sponsor;
- (vi) does not contain pornographic or sexual content, hateful content of any kind (including without limitation racism, sexism, etc.), content which promotes violence or harm to another living creature, or any other offensive, obscene or inappropriate content, the determination of which shall remain in the sole discretion of Sponsor;
- (vii) does not include threats of any kind or content that would intimidate, harass, or bully anyone, or invade the privacy of any person, the determination of which shall remain in the sole discretion of Sponsor; and
- (viii) does not violate any applicable federal, state or local laws or include any content that would encourage or provide instructions for a criminal offense.

The above restrictions are not intended to be exclusive. Sponsor may disqualify any Entry that it believes, in its sole discretion, to be offensive, objectionable or unfit for publication for any reason.

***Limited License:** An Entrant may use Energizer logos/trademarks for purposes of this Contest only. No other rights or licenses in or to Energizer logos/ trademarks or other property owned by Energizer are granted hereunder.

PUBLIC VOTING: During the Public Online Voting Period (see schedule above), eligible visitors to the Contest Site (see eligibility requirements below) will have the opportunity to vote for their favorite the entries by following all prompts and/or on-screen instructions and applying the following criteria:

- How "passionately" does the photo support the theme of the promotion, i.e., "What does "*ULTIMATE*" mean to you?"
- Originality of Photo and
- Creativity of Photo

In order to be eligible to vote (an "Eligible Voter"), you must be: a legal resident of one of the 50 United States or D.C.; and 18 years of age or older at the time you vote (19 or older if a resident of Alabama or Nebraska). **Limit one (1) vote per e-mail address per day; Limit five (5) votes per IP address per day.** An entrant may vote for his/her own entry. For

the purpose of this Contest, a "day" is defined as a 24-hour period beginning at 12:00:00 AM ET and ending at 11:59:59 PM ET.

Votes submitted by any person/email address/IP address in excess of the stated daily limits will be void, and may subject the Entrant(s) who submitted such votes to disqualification, at the sole discretion of the Sponsor. Entrants are prohibited from obtaining votes by fraudulent or inappropriate means, including without limitation, offering prizes or other inducements to members of the public, as determined by the Sponsor in its sole discretion. Use of these techniques, or of any script, macro, or other automated or artificial system to vote, or acting with the intent or effect of impairing the integrity of the voting process, is prohibited and all votes that result from such prohibited acts or means will, upon discovery by the Contest Administrator or Sponsor, be deemed null and void and may lead to the disqualification of the applicable voter, Entry and/or Entrant, as appropriate. Other reasons for which votes may be declared void include but are not limited to the following:

- (i) votes result from use of a redirect link, a disguised link, a fraudulent link, or similar impermissible method; and/or
- (ii) votes result from a technical malfunction of servers or internet connection.

Votes that do not comply in all respects with these Official Rules, or that result from fraud or collusion (in the opinion of the Sponsor or Contest Administrator) will be disqualified and rendered void. If an Entrant is found to have engaged in such fraud or collusion, in Sponsor's or Contest Administrator's opinion, s/he will be disqualified from the Contest and will not be eligible to win a prize.

DETERMINATION OF WINNERS:

Following the conclusion of the Voting Period, all votes received for each Entry will be counted. The one (1) Entrant who receives the highest total number of valid votes during the Public Online Voting Period will be deemed the potential Grand Prize winner; the nine (9) entrants who receive the next-highest total number of valid votes during the Public Online Voting Period (after the Grand Prize winner) will be deemed the potential First Prize winners; and the ninety-nine (99) entrants who receive the next-highest total number of valid votes during the Public Online Voting Period (after the First Prize winners) will be deemed the potential Second Prize winners. In the event of a tie at any prize level, the tied Entries would be judged by a panel of judges selected by the Sponsor using the judging criteria listed above to determine the winner of such tie. Sponsor's decisions are final and binding in all matters relating to this Contest.

PRIZE DETAILS:

GRAND PRIZE: One (1) Grand Prize winner will receive the following prize: \$2,000 cash (awarded in the form of a check) (Retail Value: \$2,000), and one (1) Nikon COOLPIX S6300 camera (ARV: \$179.99) and two (2) packs of *Energizer® Ultimate Lithium* batteries (ARV: \$10 per pack). Approximate Retail Value ("ARV") of Grand Prize package: \$2,199.99.

FIRST PRIZES: Nine (9) First Prize winners will each receive the following prize: one (1) Nikon COOLPIX S6300 camera (ARV: \$179.99) and two (2) packs of *Energizer® Ultimate Lithium* batteries (ARV: \$10 per pack). ARV of each First Prize package: \$199.99.

SECOND PRIZES: Ninety-nine (99) Second Prize winners will each receive the following prize: one (1) package of *Energizer® Ultimate Lithium* batteries ARV: \$10.00 each.

Total ARV of all prizes is \$4,989.90. All prizes will be awarded provided there are enough entries received and prizes are claimed properly in accordance with these Official Rules. Prizes are nontransferable, non-assignable and may not be redeemed for cash or otherwise substituted in whole or in part except as provided herein. Sponsor reserves the right, in its sole discretion, to substitute the prize (or a portion thereof) with cash or another prize of equal or greater value in the event the advertised prize (or a portion thereof) becomes unavailable for any reason. **All income taxes on the prizes are the sole responsibility of the winners.** Grand Prize winner will be issued an IRS Form 1099 for the value of the prize. **Limit one Prize per person/family/household.**

The odds of winning a prize will depend on the number of eligible Entries received and the number of valid votes received per Entry.

WINNER NOTIFICATION: The potential Winners will be notified by email, US mail and/or phone on or about June 12, 2012. Potential Winners (and his/her parent/legal guardian if he/she is a minor in his/her state of residence) may be required to complete, sign and properly execute an affidavit of eligibility and release of liability and, except where prohibited, a publicity release and return them within seven (7) days of receipt. Grand Prize Winner (and his/her parent/legal guardian if he/she is a minor in his/her state of residence) will also be required to furnish his/her social security number that will be used only for the purpose of reporting the Winner's prize earnings to the Internal Revenue Service, as required by law. Noncompliance within the stated time period may result in disqualification and, at Sponsor's sole discretion, an alternate potential Winner for the applicable prize level will be selected based on the next highest scoring entry, and potential alternate winner will be notified as described herein and subject to the prize claim.

requirements set forth above. If any prize is not claimed in accordance with these Official Rules, or if any prize notification or documentation is returned as undeliverable, or if any potential winner refuses to or cannot accept his/her prize, or if any potential winner is deemed ineligible for any reason, the corresponding prize will be forfeited. In the event of forfeiture, the forfeited prize will be awarded to an alternate potential Winner for the applicable prize level based on the next highest scoring entry.

LIMITATION OF LIABILITY/VENUE/GOVERNING LAW: By entering, all Entrants agree to release and hold harmless Sponsor and its parent company, affiliates, subsidiaries and agencies, Facebook, Inc., and the officers, directors, agents and employees of each of the foregoing, and all others associated with the development and execution of this Contest (collectively, the "Released Parties"), from and against any and all liability with respect to, or in any way arising from or in connection with, participation in this Contest and/or the acceptance, possession or use of a prize (if applicable), including, but not limited to, liability for personal injury, bodily injury, death, damages or loss of any kind. By accepting a prize manufactured by a third-party manufacturer, winners acknowledge and agree that the Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize, including without limitation, its quality, mechanical condition or fitness for a particular purpose.

Entrants further agree that; (a) any and all disputes, claims and causes of action arising out of, or connected with, this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate state or federal court located in in the State of Missouri; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Contest but in no event attorneys' fees; and (c) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of Missouri without regard to the conflicts of laws principles of any jurisdiction.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

ADDITIONAL TERMS AND CONDITIONS: The Released parties are not responsible for: (i) electronic transmissions or Entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, undelivered, or not received by Sponsor for any reason; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of Entries; (iii) destruction of or unauthorized access to, or alteration of, Entries; or (iv) failed or unavailable hardware, network, software or telephone transmissions, or any other causes that jeopardize the administration, security, fairness, integrity or proper conduct of this Contest. All nonconforming Entries will be disqualified. Released Parties are further not responsible for: (i) incorrect or inaccurate Entry or prize claim information whether caused by Entrant or by any of the equipment or programming associated with or utilized in the Contest, or for any other errors of any kind, whether technical, network, printing, typographical, human or otherwise, in any promotion-related materials or in the announcement of prize winners; or (ii) misrepresentation, cheating or fraud by any Entrant or voter. If, for any reason, the Contest is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part. If the Contest is terminated before the end of the Contest Submission Period, the eligible, non-suspect Entries received as of the time/date of termination will be posted for public voting accordance with these Official Rules. If the Contest is terminated before the end of the Public Online Voting Period, the winners will be determined on the basis of the valid, non-suspect votes received as of the time/date of termination.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN

ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

OWNERSHIP AND USE OF ENTRIES: By entering this Contest and to the extent allowed by law, Entrants acknowledge and agree that all Entries shall become the sole and exclusive property of Sponsor and that Sponsor shall be free to make whatever use or modification of the Entries as Sponsor shall, in its sole discretion, determine, without limitation, further notice or approval, or compensation to Entrants (other than those who are selected as winners). Entrants hereby assign to the Sponsor all rights including without limitation copyrights, trade marks, design rights and any other rights (whether registered or unregistered) in and to their Entries whether known or created in the future. Entrants agree to execute, at any time requested, any documents as may be required to assign the rights in the Entries to the Sponsor. Notwithstanding the foregoing, to the extent that an assignment is not permissible by law in a particular jurisdiction, Entrants hereby grant Sponsor and its affiliates, licensees, promotional partners, developers, and third-party marketing entities a royalty-free exclusive license to edit, modify, cut, rearrange, add to, delete from, copy, reproduce, translate, adapt, publish, exploit, and use Entries themselves and the content of and elements embodied in the Entries, in perpetuity in any and all media, including but not limited to digital and electronic media, (whether now existing or hereafter devised), in any language, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration or compensation. Except where prohibited by law, each Entrant hereby waives and releases Sponsor and its affiliates, licensees, promotional partners, developers, and third-party marketing entities from any and all claims that each Entrant may now or hereafter have in any jurisdiction based on "moral rights" or "droit moral" or unfair competition with respect to Sponsor's exploitation of Entries without further notification or compensation to Entrants of any kind, and agrees not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor and its affiliates, licensees, promotional partners, developers and third-party marketing entities or any other person in connection with this Promotion, on the grounds that any use of any Entry, or any derivative works, infringe or violate any rights of any Entrant and/or any participant therein. Each Entrant hereby agrees to indemnify and keep the Sponsor indemnified and harmless against any losses, claims or other liability which may occur directly or indirectly with respect to the use of Entries by the Sponsor. By participating in this Contest, each Entrant agrees that his/her Entry is gratuitous and without restriction, and will not place Sponsor under any obligations other than those contained in these Official Rules, and that Sponsor is free to disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any compensation to Entrant. Entrant further acknowledges that, by acceptance of his/her Entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than Entrant.

PRIVACY POLICY: Any information collected during the course of this Contest will be used only in a manner consistent with these full Official Rules and with Sponsor's Privacy Policy, available [HERE](#).

WINNERS LIST: For the names of the Grand and First Prize winners, send a self-addressed, stamped envelope by July 15, 2012 to: Blick&Staff Communications, c/o Energizer Ultimate Instagram Photo Contest, 130 S. Bemiston, Suite 501, Clayton, MO, 63105.

SPONSOR: Energizer Battery, Inc., 533 Maryville University Dr., St. Louis, MO 63141.

Facebook is a registered trademark of Facebook, Inc. You understand that you are providing your information to Energizer and not to Facebook. The information you provide will only be used for verification of your eligibility to participate in the promotion. Please direct any questions or comments regarding this promotion to Energizer and not to Facebook.

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