

**Energizer Holiday Battery Bonanza Sweepstakes**

**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.**

**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.**

**1 – SWEEPSTAKES DATES:** The *Energizer* "Holiday Battery Bonanza" Sweepstakes (the "Sweepstakes"), sponsored by Energizer Battery, Inc. begins at 12:00:00 AM Central Time ("CT") on December 10, 2012 and ends at 11:59:59 PM CT on December 19, 2012 ("Entry Period") which is further divided into ten (10) Daily periods (each a "Daily Period") as defined in the chart below. For purposes of this Sweepstakes, a "day" is defined as a 24-hour period, beginning at 12:00:00 AM CT and ending at 11:59:59 PM CT. The Sponsor's computer, or that of its designee, runs the official clock for the Sweepstakes and will solely determine the time by which an entry is received.

**2 - ELIGIBILITY:** This Sweepstakes 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. 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 Sweepstakes. This Sweepstakes is subject to all applicable federal, state and local laws and regulations.

**3 - HOW TO ENTER:** To enter the Sweepstakes you'll first need to become a registered user of [www.Facebook.com](http://www.Facebook.com) ("Facebook") or log into your Facebook account. If you do not have an account, go to [www.facebook.com](http://www.facebook.com) to create one. Facebook accounts are free. By submitting your information and creating an account, you agree to the Facebook terms of use and privacy notice. If you do not agree to these terms of use and privacy notice, you cannot create a Facebook account, or participate in this Sweepstakes.

**To Enter:**

[1] Go to the Energizer Bunny® Page on the Facebook Platform at [www.facebook.com/energizerbunny](http://www.facebook.com/energizerbunny) any time during the promotional period;

[2] Click on the "Holiday Battery Bonanza" application on the Energizer Bunny® Facebook page and follow the on-screen instructions;

[3] Like the Energizer Bunny® Facebook Page (if you do not already);

[4] Complete the registration form by providing the information required which will include your first and last name, phone number, date of birth, mailing address and your email address; and

[5] Agree to the Official Rules and click the submit button to be entered.

**There is a limit of one entry per person/email address for the entire Promotion Period.** If more than one (1) entry is received from an Entrant, only the first entry will be accepted. Once you click the submit button you will automatically receive one (1) entry into the applicable Daily Period drawing. **For Daily Drawings: Entries submitted during a Daily Period will be eligible for the Daily Period drawing in which it was submitted as well as all subsequent drawings.**

All entries must be received by 11:59:59 PM CT on the end dates shown in the chart below and will be included in the Daily drawing for the Day the entry was received. For the purposes of this Sweepstakes a Daily Period is defined as a single 24 hour day beginning at 12:00:00 AM CT and ending at 11:59:59 PM CT with the Start and End dates as listed in the Entry & Drawing Periods Chart (the "Chart") below. There is a limit of one (1) prize per person. All entries become the property of Sponsor and will not be returned. If an entrant changes his/her telephone number, email address and/or postal mailing address after he/she enters the Sweepstakes, it is his/her sole responsibility to notify the Sponsor by postal mailing notice to Energizer's address listed below in Rule 11 to be received by the end of the Entry Period.

**Entry & Drawing Periods Chart**

Daily Period	Start Date & Time	End Date & Time	Drawing Date	Number of Winners
1	12/10 12:00:00 AM	12/10 11:59:59 PM	12/11	1
2	12/11 12:00:00 AM	12/11 11:59:59 PM	12/12	1
3	12/12 12:00:00 AM	12/12 11:59:59 PM	12/13	1
4	12/13 12:00:00 AM	12/13 11:59:59 PM	12/14	1
5	12/14 12:00:00 AM	12/14 11:59:59 PM	12/17	1

6	12/15 12:00:00 AM	12/15 11:59:59 PM	12/17	1
7	12/16 12:00:00 AM	12/16 11:59:59 PM	12/17	1
8	12/17 12:00:00 AM	12/17 11:59:59 PM	12/18	1
9	12/18 12:00:00 AM	12/18 11:59:59 PM	12/19	1
10	12/19 12:00:00 AM	12/19 11:59:59 PM	12/20	1

All dates are 2012 calendar year.

All times are Central Time

See Prize section below for details on prizes.

**4 – RANDOM DRAWINGS:** Random drawings will be conducted by Sponsor, or its designated agent, to select One (1) Daily Period prize winner on or about the drawing dates stated in the Entry & Drawing Periods Chart above (the “Chart”) from among all eligible entries received by the end date for that Daily Period and the non-winning entries received during prior Daily Periods.

**5 – WINNER SELECTION AND NOTIFICATION:** Potential winners will be notified by phone, email and/or US mail provided with the entry on or about two (2) business days after the respective drawing dates for each of the respective Daily Periods. Potential Winners may be required to execute and return an Affidavit of Eligibility and Liability Release and where legal, a Publicity Release within 7 days following the date of issuance of notification. If a potential winner fails to respond within seven (7) days, s/he will forfeit the prize, which will be awarded to an alternate potential winner in a random drawing from among the remaining entries. The award of a prize is subject to verification of winner’s eligibility and compliance with these Official Rules. In the event a potential winner is deemed ineligible to receive the prize for any reason, in Sponsor’s sole discretion, the prize will be forfeited and awarded to an alternate potential winner in a random drawing from among the remaining entries. Except where prohibited by law, by accepting a prize, winner’s consent to the use their name, photograph, limited biographical information (city/state), voice and likeness for advertising or publicity purposes by Sponsor in commerce and in any and all media worldwide, without limitation and without additional compensation, notice or permission.

**6 - PRIZES: One (1) Daily Grand Prize Winner {10 total winners} will receive the following prize:**

Three (3) 4-Pack *Energizer*® MAX® AA Batteries (Approximate Retail Value (“ARV”): \$17.97); Three (3) 4-Pack *Energizer*® MAX® AAA Batteries (ARV: \$17.97); Two (2) 4-Pack *Energizer*® MAX® C Batteries (ARV: \$15.98); Two (2) 4-Pack *Energizer*® MAX® D Batteries (ARV: \$15.98); One (1) 4-Pack *Energizer*® Advanced Lithium AA Batteries (ARV: 7.99); One (1) 4-Pack *Energizer*® Advanced Lithium AAA Batteries (ARV: 7.99); One (1) 4-Pack *Energizer*® Ultimate Lithium AA Batteries (ARV: 9.99); and One (1) 4-Pack *Energizer*® Ultimate Lithium Batteries (ARV: 9.99). Total ARV of each prize pack: \$103.86 each. Total ARV of all prizes: \$1,038.60. Odds of winning a Daily Prize depend on the total number of eligible entries received in each Daily Period. 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. Any taxes on the prize are the sole responsibility of the winners.

**7 - LIMITATION OF LIABILITY/VENUE/GOVERNING LAW:** By entering, all Entrants agree to release and hold harmless Sponsor and its parent company, affiliates, subsidiaries, 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 Sweepstakes (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 Sweepstakes and/or the acceptance, possession or use of a prize (if applicable), including but not limited to travel related thereto (if prize is awarded to Entrant), 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.

**8 - 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 promotion. 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 promotion, 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. If any of the foregoing malfunctions, errors, defects or acts render the promotion incapable of operating as planned, Sponsor, at its sole discretion, may terminate this Sweepstakes and select the winners in a random drawing from among all eligible entries received prior to the date/time of termination or in any other manner deemed fair and equitable by Sponsor.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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.

**9 – WINNER INFO:** For the names of the Grand Prize winners, send a self-addressed, stamped envelope by December 31, 2012 to: Blick&Staff Communications, c/o Energizer Holiday Battery Bonanza Sweepstakes, 130 S. Bemiston, Suite 501, Clayton, MO, 63105.

**10 – PRIVACY POLICY:** Any information collected during the course of this Sweepstakes will be used only in a manner consistent with these full Official Rules and with Sponsor's Privacy Policy, available <http://www.energizer.com/pages/privacy-policy.aspx>.

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

**This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook. Facebook is not affiliated with the Sponsor in any way. Any questions, comments or complaints regarding this Sweepstakes must be directed to the Sponsor only, and NOT to Facebook.**

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