

## Magical Vacation Sweepstakes & Instant Win Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. Message and data rates may apply.** Text **STOP** to 30364 to opt out and to discontinue further participation in the Promotion. Text **HELP** to 30364 for information. If you obtain the URL via text messaging, you will receive one (1) text message in response to your entry from an automated system. Consent is not required to buy goods and services. You may not be able to participate by text messages through all wireless carriers.

**1. Eligibility:** Magical Vacation Sweepstakes (the "Sweepstakes") & Instant Win (the "Instant Win Game" and together with the Sweepstakes, the "Promotion") is open only to legal residents of Michigan, Illinois, Indiana, Ohio, Kentucky, and Wisconsin who are at least eighteen (18) years old at the time of entry. Entries originating from any other jurisdiction are not eligible for entry. This Promotion is governed exclusively by the laws of the United States. Employees, officers and directors of Kimberly-Clark Global Sales, Inc. ("Sponsor"), Meijer Great Lakes Limited Partnership ("Meijer"), Disney Worldwide Services, Inc. ("Disney"), Geometry Global PLC, HelloWorld, Inc. ("Administrator"), and their parent and affiliate companies as well as the immediate family (spouse, parents, grandparents, siblings and children) and household members of each such employee, officer or director are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation in either the Sweepstakes or the Instant Win Game constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Kimberly-Clark Global Sales, Inc., 2100 Winchester Rd, Neenah, WI 54957. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Promotion begins on June 4, 2017 at 12:00:00 a.m. Eastern Time ("ET") and ends on September 30, 2017 at 11:59:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time keeping device for this Promotion.

**4. How to Enter:** During the Promotion Period, use a two-way text-messaging capable device ("Device") and text\* MEIJER to the short code 30364 to obtain the Promotion URL or visit <https://kc.promo.eprize.com/magicalvacation> and complete and submit the registration form including a valid email address. You automatically will receive one (1) entry into the Sweepstakes and one (1) Instant Win Game play for that day. Follow the links and instructions to play the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

**\*Message and data rates may apply.** Other charges may also apply and may appear on your mobile device bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on rate plans and charges relating to your participation in this Promotion. Mobile device service may not be available in all areas. Check your mobile device's capabilities for specific instructions. Text **STOP** to 30364 to opt out and to discontinue further participation in the Promotion. Text **HELP** for information. Send questions to [questions@helloworldfulfillment.com](mailto:questions@helloworldfulfillment.com). By texting us you consent to receive 1 text message in response to your entry from an automated system. Participating carriers include: ACS Wireless, AIO Wireless, ALLTEL, AT&T, Bluegrass Cellular, Boost, Carolina West Wireless, Cellcom, Cellular One, Cellular One of East Central Illinois, Cellular South, Chat Mobility, Cincinnati Bell, Cricket, ECIT, Element Wireless, GCI, Golden State Cellular, Illinois Valley, Immix Wireless, Inland Cellular, iWireless, LongLines Wireless, MetroPCS, Nex-Tech, Northwest Missouri Cellular, NTelos, Plateau Wireless, PTCL, Sprint, T-Mobile, Thumb Cellular, U.S. Cellular, Verizon Wireless, Virgin Mobile USA, West Central Wireless and other carriers that may be added from time to time. Consent is not required to buy goods and services. To view the Sponsor's Mobile Privacy Policy, <http://www.kimberly-clark.com/privacypolicy.aspx>. To view Mobile Terms and Conditions, visit <http://www.helloworld.com/terms>.

Limit: Each entrant may receive one (1) Sweepstakes entry and one (1) Instant Win Game play per day during the Promotion Period. Multiple entrants are not permitted to share the same email address or Device. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, Devices, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address or the Device used to register will be deemed to be the entrant or player. The "authorized account holder" of an email address, 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. Otherwise, the "authorized account holder" of a Device is the natural person in whose name the Device has been issued and the services are billed. Potential winners may be required to show proof of being an authorized account holder.

**5. Sweepstakes / Instant Win Game:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sweepstakes: Using a method solely of Administrator's choosing, Administrator will randomly select the potential Sweepstakes winner, from all eligible entries on or around October 2, 2017. Instant Win Game: Two thousand seven hundred sixty (2,760) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly generated times, you will be a potential instant winner of the prize indicated.

**6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER AND/OR SWEEPSTAKES WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF SPONSOR'S VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY AND IS VOID AND WILL NOT BE HONORED.**

**7. Verification of Potential Winners:** Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes Grand Prize winner will be notified by email after the date of random drawing. The potential Grand Prize winner will be required to sign and return a Declaration of Compliance, and a Liability and Publicity Release ("Declaration"), which must be received by Administrator within seven (7) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner cannot be contacted, fails to sign and return the Declaration within the required time period or provide any other requested information (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner of a prize valued over \$25 is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the applicable prize will remain unawarded. Unclaimed prizes valued at or less than \$25 will not be awarded. Prizes will be received 8-10 weeks after the conclusion of the Promotion.

#### **8. Prizes:**

**a. Sweepstakes Prize:** ONE (1) GRAND PRIZE: A vacation for four (4) to Orlando, FL. Vacation package includes round trip, coach-class air transportation for four (4) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Orlando International Airport; two (2) nights' accommodations at a select Moderate Resort hotel at the *Walt Disney World*® Resort determined by Sponsor in its sole discretion (single room, quad occupancy); four (4) 3-day *Magic Your Way*® Tickets with *Park Hopper*® Option; round trip ground transportation via *Disney's Magical Express*® Service between Orlando International Airport and designated *Walt Disney*

World® Resort hotel; and one (1) five hundred dollar (\$500) Disney Gift Card. Terms and conditions of gift cards apply. Winner must complete the vacation within one (1) year from the drawing date or prize will be forfeited. Vacation must be booked at least thirty (30) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Promotion, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Travel companions must be eighteen (18) years of age or older as of the date of departure, child of winner, or a sibling/friend of winner or winner's child with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. Winner and each travel companion must execute a Declaration of Compliance, liability waiver and except where prohibited a publicity release which must be received by Administrator within seven (7) days of the date notice or attempted notice sent, in order to claim prize and prior to issuance of any travel documents. Travel restrictions, conditions and limitations may apply. Subject to availability. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if Grand Prize trip is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Approximate Retail Value ("ARV"): \$5,086.76. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. Odds of winning the Sweepstakes prize depend on the number of eligible entries received during the Promotion Period.

**b. Instant Win Game Prizes:** TEN (10) FIRST PRIZES: A \$100 Disney Gift Card. ARV: \$100. ONE HUNDRED (100) SECOND PRIZES: \$30 Fandango Digital Gift Card\*\*. ARV: \$30. ONE HUNDRED FIFTY (150) THIRD PRIZES: A Fandango Promotional Code\*\*\*. ARV: \$5. TWO THOUSAND FIVE HUNDRED (2,500) FOURTH PRIZES: A Disney Sticker Sheet. ARV: \$2.50. Odds of winning an Instant Win Game prize depend on the number of eligible Instant Win Game plays divided by the number of prizes available. Limit: One (1) Instant Win Game prize per person.

\*\*Terms and Conditions for Fandango Digital Gift Card: Purchase, acceptance or use of the Fandango Digital Gift Card constitutes acceptance of Fandango's Terms and Policies (including, but not limited to, Gift Card Terms and arbitration and class action waiver provisions), viewable at Fandango.com. Gift Card is redeemable only for purchase of movie tickets or purchase or rental of content on Fandango.com, FandangoNOW.com, and participating Fandango or FandangoNOW apps. Gift Card cannot be used at theater box offices. For balance inquiries, please visit [fandango.com/giftcardstatus](http://fandango.com/giftcardstatus). Gift Card is not refundable or redeemable for cash, except as required by law, is not reloadable and cannot be replaced if lost or stolen. Gift Card does not expire and is not for resale. Void where prohibited. Fandango Gift Card is issued by, and is solely a legal obligation of, Fandango Marketing, Inc. and is subject to the laws of Virginia.

\*\*\*Terms and Conditions for Fandango Promotional Code: Fandango Promotional Code is valid for up to \$5 total ticket and convenience fee value, towards the purchase of a movie ticket, to see any movie at Fandango partner theaters in the U.S. Fandango Promotional Code must be redeemed by 12/31/17 and is void if not redeemed by the expiration date. Only valid for purchase of movie tickets made at [www.fandango.com](http://www.fandango.com) or via the Fandango app and cannot be redeemed directly at any Fandango partner theater box office. If lost or stolen, cannot be replaced, and there will be no refunds. No reproductions will be accepted. No cash value. Not valid with any other offer. Valid for one-time use only. Not for resale; void if sold or exchanged. If cost of movie ticket with Fandango's convenience fee included is more than maximum value of the Fandango Promotional Code, then user must pay the difference. Any price difference between movie ticket purchased and maximum value of the Fandango Promotional Code will not be

refunded. The redemption of Fandango Promotional Code is subject to Fandango's Terms and Policies at [www.fandango.com/terms-and-policies](http://www.fandango.com/terms-and-policies). All Rights Reserved.

For All Prizes: Terms and conditions of gift cards and promotional codes apply. No cash equivalent and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute any listed prize for one of equal or greater value if the designated prize should become unavailable for any reason. **Winners are responsible for all taxes and fees associated with prize receipt and/or use.** Sponsor and Administrator are not responsible for complaints or issues regarding codes (claims that code is invalid, insufficient, etc.) and winner should address any such issues with the issuer of the code. TOTAL ARV OF ALL PRIZES: \$16,086.76.

**9. Release:** Entrant agrees to release and hold harmless Sponsor, Meijer, Disney, Fandango Loyalty Solutions, LLC, Geometry Global PLC, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Promotion, or possession, acceptance and/or use or misuse of prize or participation in any Promotion-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. and against any liability, loss, harm, damage, injury, cost or expense related to or arising out of a, any Promotion related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action.

**10. Publicity:** Participation in Promotion and acceptance of prize constitutes each winner's permission for Sponsor and its agents and Meijer to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by each winner regarding the Sweepstakes or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law.

**11. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, as determined by Sponsor in its sole discretion. Sponsor reserves the right to award the prizes at random from among the eligible entries or plays received up to the time of the impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or Instant Win Game or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or the Instant Win Game may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**12. Limitations of Liability:** The Released Parties are not responsible for: (1) 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 Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, omissions, deletions, interruptions, or disconnections in cellular networks, phone lines or network hardware or software, computer online systems, computer equipment, or servers, providers; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; (5) technical or human error which may occur in the awarding of prizes or documentation related to the awarding of prizes, including the sending or receipt of duplicate win messages in excess of the stated number of prizes an entrant can win; or (6) 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 Promotion or receipt or use or misuse of any prize. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance.

for any or all of the prizes offered herein. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes or Instant Win Game play, if possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims. Notwithstanding anything else contained in these Official Rules, this Promotion and all prizes are provided "as is" without 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.

**13. Dispute Resolution:** You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Promotion (excluding the Grand Prize, any Disney Instant Win Prizes, and/or the use thereof), the Official Rules, or the Administrator's Mobile Terms and Conditions will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Promotion, the Official Rules, or the Administrator's Mobile Terms and Conditions, you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules or the Administrator's Mobile Terms and Conditions. You must send the Demand to the following address (the "Notice Address"): Legal Department, HelloWorld, Inc., One ePrize Drive, Pleasant Ridge, Michigan 48069. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Administrator, and Sponsor to litigate claims in court and you, Administrator, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer-Related Disputes Supplementary Procedure effective September 15, 2005 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

You agree that you will not file a class action or collective action against Administrator or Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Administrator's Mobile Terms and Conditions, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator. You agree that your remedies are limited to a claim for money damages (if any) and entrant irrevocably waives any right to seek injunctive or equitable relief.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator, and Sponsor in connection with

the Promotion (excluding the Grand Prize, any Disney Instant Win Prizes, and/or the use thereof), or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules. The place of arbitration shall be Oakland County, Michigan.

**Prize Fulfillment:** Notwithstanding the arbitration obligations set forth above, entrant agrees that: (a) any and all disputes, claims and causes of action specifically arising out of or connected with the Grand Prize, Disney Instant Win Prizes, and/or the use thereof, shall be resolved individually, without resort to any form of class action, and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, or statutory damages, but in no event attorneys' fees. All disputes, claims and causes of action arising out of or connected with such Grand Prize, Disney Instant Win Prizes, and/or the use thereof shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

**14. Entrant's Personal Information:** Information collected from entrants is subject to the Sponsor's Privacy Policy (<http://www.kimberly-clark.com/privacypolicy.aspx>) and Administrator's privacy policy (<http://www.helloworld.com/privacy-policy>).

**15. Winner List:** For a winner list, visit <http://bit.ly/2pfEzNL>. The winner list will be posted after winner confirmation is complete.

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