

## Walmart Back To College Challenge Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** The Walmart Back To College Challenge (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old and currently enrolled at least part-time at an accredited college or university located in the United States at the time of entry. Employees of Walmart Inc. ("Sponsor"), The Coca-Cola Company, The Procter & Gamble Company, The Glad Products Company (collectively with Sponsor, "Promotion Parties"), Merkle Inc., and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, children, and any respective spouses, regardless of where they reside) and household members of each such employee, whether or not related, are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation 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 Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Walmart Inc., 702 W. 8th St. Bentonville, AR 72716. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Sweepstakes begins on August 15, 2022 at 12:00 a.m. Eastern Time ("ET") and ends on September 15, 2022 at 11:59 p.m. ET (the "Promotion Period"). Instagram's servers are the official time-keeping devices for the Sweepstakes.

**4. How to Enter:** To participate, you will need to have an Instagram account. Creating an account is free but is subject to the applicable [terms and conditions](#). ***If entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply.***

**Entry Requirements:** During the Promotion Period, take the following actions to receive an entry:

- (a) Post three (3) original photos shared as a carousel (not as individual posts) in carousel on your Instagram page that each respond to the following challenges:
  - i. Take a Coke® with Coffee Break: share your study survival kit;
  - ii. Move in smarter with Glad® ForceFlexPlus bags: share your organizing and packing hacks; and
  - iii. Downy makes laundry day a breeze: show your favorite way to spend free time between laundry loads. ***You are not required to purchase any or all of these products, nor must they be included in your post. You must respond to all three (3) Challenges to receive an entry.***
- (b) @mention two (2) friends with whom you have a personal relationship and include the hashtag #WalmartCollegeContest in the original caption of your post.
- (c) Your post must not include any trademarked college or university logos;
- (d) Your account settings must be public when you post and remain public until the prizes are awarded (as described in Section 6); and
- (e) You must not change your Instagram handle once you post to enter this Sweepstakes and until the prizes are awarded (as described in Section 6).

**Content Restrictions for your Entry:**

- Your post must be your original work;
- Your post must not convey any claims of products or services of Promotional Parties that would be deemed unsubstantiated or deceptive if made by the applicable Promotion Party;
- Your post must not disparage the Promotion Parties or any other parties;

- Photos should only show products being used for their intended purpose; any photos showing off-label use of products will result in disqualification;
- You must have permission to include the names or likenesses of other individuals and to grant the rights set forth in Section 5. You should only include minors in your post if they are your children/wards. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor;
- Your post must not contain material that violates or infringes another's rights and therefore may not include logos, trademarks or any other intellectual property other than those of the Promotion Parties;
- Your post must not make references to or include alcohol, illegal drugs, tobacco, or firearms/weapons, any activities that are or appear to be dangerous, or any political agenda;
- Your post may not be indecent, obscene, sexually explicit, hateful, promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- Your post may not be tortious, defamatory, libelous, disparage Promotion Parties or any other person or party, or contain material that is unlawful in any way.

By posting content that conforms to all of the above requirements, you will receive one (1) Sweepstakes entry. Sponsor, in its sole discretion, may disqualify any post that it finds unlawful, or in violation of these Official Rules.

**Entry Limit:** You may enter one (1) time during the Promotion Period. Multiple entrants are not permitted to share the same Instagram account. Any attempt by any entrant to obtain more than one (1) entry by using multiple/different Instagram accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the Instagram account used to register will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses used to create the Instagram account. Each potential winner may be required to show proof of being an authorized account holder. Released Parties (as defined in Section 8, below) are not responsible for lost, late, unreceived, damaged, incomplete, invalid, unintelligible, garbled, delayed, or misdirected entries or failure to receive entries due to limitation of third-party social network platforms all of which will be void.

**5. Promotion Parties' Use of Social Post Content:** Posting an entry constitutes entrant's consent to give Promotion Parties a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such entry in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Promotion Parties and their respective designees to make use of the non-exclusive rights entrant is granting to use the entry.

**6. Grand Prize Drawing:** Administrator is an independent organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or around September 20, 2022. Each potential winner will be notified by @walmart via Direct Message on Instagram and will be directed to a secure online claim form and asked to provide his/her name, the name of his/her college or university, email address, mailing address and date of birth to confirm eligibility and for prize fulfillment purposes within five (5) days of the date notice or attempted notice is sent into order to claim the prize. If a potential winner of any prize cannot be contacted or fails to provide any other requested information within the required time period (if applicable), or the prize or any prize notification is returned as undeliverable, or if a potential winner is not in compliance with these Official Rules, the potential

winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner forfeits the prize or is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

**7. Prizes: TWO HUNDRED (200) GRAND PRIZES:** Each winner will receive one (1) \$100 Walmart gift card (fulfilled digitally). Terms and conditions apply. Approximate Retail Value (“ARV”): \$100.00.

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 a prize for one of comparable 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 not specified herein as being provided. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Limit one (1) prize per person. Total ARV of all prizes: \$20,000.00. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes.

**8. Release:** By entering this Sweepstakes, entrants agree to release and hold harmless Sponsor, The Coca-Cola Company, The Procter & Gamble Company, The Glad Products Company, Administrator, Meta Platforms, Inc. (DBA Instagram), 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 and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, third party claims involving the right to privacy, right of publicity, or intellectual property infringement, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

**9. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner’s consent to Promotion Parties’ use of winners’ name, prize information, likeness, entry, photograph (including, without limitation, winner’s Instagram profile photo), voice, opinions and/or hometown and state for promotional purposes in any and all media now or hereafter devised, worldwide in perpetuity, without further notification, payment or consideration to, or permission from, winners.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor’s control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible, non-suspect entries received up to the date of discontinuance and may modify the prizes offered herein or award prizes as Sponsor otherwise deems fair and appropriate. 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 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 may be a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages (including, but not limited to, attorneys’ fees) and other remedies 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.

**11. 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 Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or

difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes or in any Sweepstakes-related materials; (5) late, lost, undeliverable, damaged, delayed, misdirected, garbled, postage due, or stolen mail, entries, direct messages, email, posts, or other communications of any kind; 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 Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, not received, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes if it is 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, un-awarded, eligible prize claims.

**12. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, 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 (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**13. Entrant's Personal Information:** Information collected from entrants is subject Sponsor's Privacy Policy <https://corporate.walmart.com/privacy-security/walmart-privacy-policy>.

**14. Winner List:** For a winner list, please click [HERE](#). The winner list will be posted after winner confirmation is complete.

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