

# Terms and Conditions "Christmas with Energizer"

### **Terms and Conditions Summary:**

TT 18+. 08/11/2024 - 15/01/2025. Terms and Conditions apply. The purchase of any eligible Energizer® batteries, battery chargers, or flashlights is required to participate in our game. Enter the barcode of eligible participating products at <a href="www.christmaswithenergizer.com">www.christmaswithenergizer.com</a> to participate and accumulate points for a chance to win one of 2 premium video game consoles or one of 13 gaming headphones. At the end of the promotion, the 15 valid participants with the highest scores will be awarded, resulting in a total of 15 unique winners. Visit <a href="www.christmaswithenergizer.com">www.christmaswithenergizer.com</a> for prize details, current restrictions, and the terms and conditions of the promotion. A purchase receipt or a photo of the eligible participating product will be required to validate and deliver the prize. Not sponsored by Universal City Studios LLC, Amblin Entertainment, Inc., or DreamWorks Animation LLC.

Jurassic World Franchise © 2024 Universal City Studios LLC and Amblin Entertainment, Inc. TV Series © 2024 DreamWorks Animation LLC. All rights reserved. © 2024 Energizer. Trademarks and certain designs are owned by Energizer. All other trademarks are the property of their respective owners and do not imply any third-party affiliation or sponsorship.

#### **General Conditions:**

These Terms and Conditions are established between the participant and Energizer Holdings, Inc., 533 Maryville University, St. Louis, MO 63141 (the "Organizer"), and will prevail in the event of any conflict or inconsistency with other communications, such as advertising or promotional materials. Asylum Marketing LLC, located at 252 NW 29th St 9th Floor, Miami, FL 33127 (the "Administrator"), manages this Promotion on behalf of the Organizer. Participation instructions form part of the Terms and Conditions, and by participating, all participants are deemed to accept and be bound by the Terms and Conditions. Please retain a copy for your records. Universal Pictures, a division of Universal City Studios LLC, and its parent companies, subsidiaries, and affiliates, including but not limited to Amblin Entertainment, Inc. and DreamWorks Animation L.L.C. (collectively, the "Universal Parties") are not responsible for the administration of the Promotion, the collection of entries, the selection of winners, or the delivery of prizes. You are providing information to the Promoter, not to the Universal Parties. Any questions you have about the Promotion should be directed to the Promoter and not to the Universal Parties.

- 1. This Promotion is open to residents of Trinidad & Tobago aged 18 and over, excluding employees of the Organizer, its agents, and anyone professionally associated with this Promotion. Energizer will not be responsible for entries from minors.
- 2. A purchase of a valid product is necessary to participate. Participants are required to retain and upload the detailed purchase receipt of the eligible participating product indicating the time and date of purchase, and to upload a photo of their eligible participating product as it may be necessary for the validation and claiming of the prize. Internet access and a valid email address are required.



- **3. Promotion Period:** Participate from 00:01 GMT on November 1, 2024, until 23:59 GMT on January 15, 2025.
- **4. Participation Instructions:** This Promotion is exclusive to customers who:
- a) Purchase any eligible Energizer® battery, battery charger, or flashlight (portable lights) during the Promotional Period.

Product Description
Energizer Industrial Alkaline Batteries 9V 12-pack
Energizer Industrial Alkaline Batteries C 12-pack
Energizer Industrial Alkaline Batteries D 12-pack
Energizer Industrial Alkaline Batteries AA 4-pack
Energizer Industrial Alkaline Batteries AA 24-pack
Energizer Industrial Alkaline Batteries AAA 24-pack
Energizer Alkaline Batteries AA 4-pack
Energizer Alkaline Batteries AAA 2-pack
Energizer Alkaline Batteries AA 2-pack
Energizer Alkaline Batteries AA 6-pack
Energizer Alkaline Batteries AAA 4-pack
Energizer Alkaline Batteries AAA 6-pack
Energizer Alkaline Batteries AA 12-pack
Energizer Alkaline Batteries AAA 12-pack
Energizer Alkaline Batteries C 2-pack
Energizer Alkaline Batteries D 2-pack
Energizer Lithium Batteries AA 2-pack
Energizer Lithium Batteries AA 4-pack
Energizer Lithium Batteries AA 8-pack
Energizer Lithium Batteries AAA 2-pack
Energizer Lithium Batteries AAA 4-pack
Energizer Lithium Batteries AA 16-pack
Energizer Lithium Batteries AA 18-pack
Energizer Lithium Batteries AAA 18-pack
Energizer Lithium Batteries 9V 1-pack
Energizer Lithium Batteries 9V 2-pack
Energizer Miniature Lithium Batteries 1220 1-pack
Energizer Miniature Batteries N 1-pack
Energizer Miniature Batteries N 2-pack
Energizer Miniature Lithium Batteries 2430 1-pack
Energizer Miniature Lithium Batteries 2032 2-pack
Energizer Miniature Lithium Batteries 2025 2-pack
Energizer Miniature Lithium Batteries 2016 2-pack
Energizer Miniature Lithium Batteries 1616 1-pack

# **Energizer**

Energizer Miniature Lithium Batteries 1620 1-pack
Energizer Miniature Lithium Batteries 1632 1-pack
Energizer Miniature Lithium Batteries 1216 1-pack
Energizer Miniature Lithium Batteries 2450 1-pack
Energizer Miniature Lithium Batteries 2016 1-pack
Energizer Miniature Lithium Batteries 2025 1-pack
Energizer Miniature Lithium Batteries 2032 1-pack
Energizer Hearing Aid Batteries 10 8-pack
Energizer Hearing Aid Batteries 13 8-pack
Energizer Hearing Aid Batteries 312 8-pack
Energizer Miniature Batteries 357/303 1-pack
Energizer Miniature Batteries 377 1-pack
Energizer Miniature Batteries A27 1-pack
Energizer Miniature Batteries A23 1-pack
Energizer Miniature Batteries A23 2-pack
Energizer Miniature Batteries 390/389 1-pack
Energizer Miniature Batteries 392 1-pack
Energizer Miniature Batteries 372 1-pack
Energizer Miniature Batteries A76 1-pack
Energizer Hearing Aid Batteries 675 4-pack
Energizer Miniature Lithium Batteries 2032 4-pack
Energizer Miniature Batteries A27 5-pack
Energizer Miniature Batteries 2450 2-pack
Energizer Miniature Batteries 2032 2-pack
Energizer Hearing Aid Batteries 10 6-pack
Energizer Hearing Aid Batteries 13 6-pack
Energizer Hearing Aid Batteries 312 6-pack
Energizer Hearing Aid Batteries 675 6-pack
Energizer Miniature Batteries 2025 5-pack
Energizer Miniature Batteries A76 10-pack
Energizer Miniature Batteries 2032 5-pack
Energizer Miniature Batteries 2016 5-pack
Energizer Miniature Batteries A23 5-pack
Energizer Hearing Aid Batteries 13 4-pack
Energizer Hearing Aid Batteries 312 4-pack
Energizer Hearing Aid Batteries 10 4-pack
Energizer Penlight Flashlight
Energizer Folding Flashlight 500 lumens
Energizer Hardcase Flashlight 300 lumens
Energizer Booklight Flashlight
Energizer WeatheReady Flashlight
Litergizer weatheready riasinight



Energizer Vision Headlamp 200 lumens Energizer Vision HD Headlamp 300 lumens Energizer Vision HD+ Headlamp 350 lumens Energizer Industrial Headlamp 400 lumens Energizer Hardcase Professional Pivot Plus Flashlight 300 lumens Energizer Handheld Flashlight 270 lumens Energizer Universal Headlamp 60 lumens Energizer WeatheReady Flashlight 500 lumens Energizer Touch Tech Flashlight Energizer Compact Sport Headlamp 125 lumens Energizer Handheld Flashlight 600 lumens Energizer Industrial Rechargeable Headlamp 400 lumens Energizer Panel Work Light 1100 lumens Energizer Rechargeable Multi-Purpose COB Headlamp 180 lumens **Energizer Paw Patrol Flashlight** Energizer Tactical Flashlight 300 lumens Energizer Area Light 1200 lumens Energizer Handheld Flashlight 1000 lumens Energizer Pro Series Multi-Color Hybrid Headlamp 650 **lumens** Energizer WeatheReady Headlamp 375 lumens Energizer Safety Lights Kit Energizer Handheld Flashlight 80 lumens Energizer Durable Rubber Body Flashlight Energizer Hardcase Professional Flashlight 550 lumens Energizer Alkaline Batteries 9V 1-pack Energizer Alkaline Batteries AA 24-pack Energizer Alkaline Batteries 9V 2-pack Energizer Alkaline Batteries C 4-pack Energizer Alkaline Batteries D 4-pack Energizer Alkaline Batteries AA 36-pack Energizer Alkaline Batteries C 8-pack Energizer Alkaline Batteries D 8-pack Energizer Alkaline Batteries 9V 4-pack Energizer Alkaline Batteries AA 16-pack

## **Energizer**

Energizer Alkaline Batteries AAA 8-pack
Energizer Alkaline Batteries AAA 16-pack
Energizer Alkaline Batteries 6V 1-pack
Energizer Alkaline Batteries AA 48-pack
Energizer Alkaline Batteries AAA 40-pack
Energizer Alkaline Batteries 9V 8-pack
Energizer Alkaline Batteries C 14-pack
Energizer Alkaline Batteries D 14-pack
Energizer Alkaline Batteries AAA 48-pack
Energizer Alkaline Batteries AA 20-pack
Energizer Alkaline Batteries AAA 20-pack
Energizer Rechargeable Batteries AAA 2-pack
Energizer Rechargeable Batteries AA 2-pack
Energizer Rechargeable Batteries 9V 1-pack
Energizer Rechargeable Batteries C 2-pack
Energizer Rechargeable Batteries D 2-pack
Energizer Rechargeable Batteries AA 4-pack
Energizer Rechargeable Batteries AAA 4-pack
Energizer Battery Charger
Energizer Battery Charger with 2 AA Batteries
Energizer Battery Charger with 4 AA Batteries
Energizer Battery Charger with 8 AA Batteries
Energizer Rechargeable AA 6-pack and AAA 4-pack
Energizer Miniature Lithium Batteries CR2 2-pack
Energizer Miniature Lithium Batteries 123 1-pack
Energizer Miniature Lithium Batteries CR2 1-pack
Energizer Miniature Lithium Batteries 123 2-pack
Energizer Miniature Lithium Batteries 2L76 1-pack
Energizer Miniature Lithium Batteries 123 6-pack
Energizer Miniature Batteries A544 1-pack
Energizer Miniature Lithium Batteries 123 4-pack
Energizer Miniature Lithium Batteries 123 16-pack

- **b)** Visit <u>www.christmaswithenergizer.com</u> ("Energizer promotional website") and enter the barcode found on the back of each package. Upload a photo of your purchase receipt or a photo of the product. Additionally, provide the following information to create your profile: full name, phone number, email address, and your location's address and city.
- c) Participants will receive an email at the address registered during their participation, in which they will be asked to verify their request by clicking on a link. Once verified, they will receive a new email with a link that will take them to our online challenge, where they can play to accumulate points.



Each new purchase they register will allow them to play again and have the opportunity to earn additional points.

- **d)** They must participate in our Energizer online challenge to accumulate points, which will take place after completing the verification of their request and receiving the link to the online challenge through the registered email of each participant.
- **4.1. Disqualification from the Promotion:** Participants will be automatically disqualified from the draw for the following reasons:
  - Those who use false, unauthentic, or unreliable names, or provide inaccurate information.
  - Those who use the content from the corresponding web page for purposes other than participating in the contest.
  - Those who appropriate, distribute, transfer, or share with third parties, by any means, elements, photographs, or other content from the contest web pages.
  - Those who refuse to disclose their identity.
  - Any contestant who does not comply with the contest's Terms and Conditions as outlined in these rules.
  - Those who employ fraudulent techniques, computer-based or otherwise suspicious, that alter the participation mechanism in this contest, as described in these rules.
- **5.** The purchase of Energizer® products. The participating products for the promotion are those listed in point 4 of the Terms and Conditions. Products not included in the list, such as automotive/marine batteries, USB chargers, and portable external batteries, are not valid for participation.
- **6. The Prize:** The number of points accumulated in the online challenge/game will be the points each participant has for their participation. The participant who accumulates the highest number of points will have the possibility of being the winner, provided they comply with the Terms and Conditions established herein. The prize allocation will be carried out as follows:
- i. The two (2) eligible participants with the highest scores throughout the entire promotion period will each receive a PlayStation®5 Digital Edition gaming console with the following features: DualSense™ Wireless Controller, 1TB SSD, HDMI® cable, AC power cord, USB cable.
- ii. The thirteen (13) eligible participants with the next highest scores throughout the entire promotion period will each receive a gaming headset with the following features: compatible with PS5, PS4, PC, Mac, Switch, Xbox Series, RGB surround sound, 50MM drivers, 3.5MM audio connector. The brand and model are at the discretion of the organizer and/or administrator and will be communicated to the winner upon contact.

The prize program for this activity will assign a score to each participant to determine their eligibility to receive a prize as follows:

• The two (2) participants with the highest scores during the promotion period will each receive one (1) of the two PlayStation®5 Digital Edition gaming consoles.



• The following thirteen (13) participants with the highest scores during the promotion period will each receive one (1) of the 13 gaming headsets.

### **CONTACTING THE WINNERS:**

- Winning participants will be eligible to receive the prize provided they meet the required conditions.
- Prize redemption is personal and non-transferable and will only be awarded to the registered account holder
- Instructions for claiming the prizes will be provided to the winners at the time of contact.
- Prizes are non-refundable, non-exchangeable for cash, and will only be awarded to the selected winners.
- Promotion winners can only win once, but they can participate multiple times with the same email by registering new products during the promotion period.

In the event of a tie in the final activity results, the selection will be based on two variables from the activity:

- 1. The first registration on the platform (Date and Time).
- 2. The highest number of eligible product participant packaging registrations.
- **7. Winner Notification:** Potential Winners will be notified by the Administrator of their status via email to the address provided during registration, within twenty (20) business days from the selection of the winners. They will be asked to confirm the accuracy of the data provided via email and accept the Prize within five (5) calendar days from the initial contact. Additionally, Potential Winners will be required to provide a copy of their official photo identification. Failure to comply with any of these conditions will result in the forfeiture of the right to the corresponding Prize, without the possibility of appeal. The Administrator and the Organizer commit to delivering the Prize within a maximum of 30 business days from the date of the winner's selection.
- **8.** The Organizer and the Administrator are committed to conducting a fair and secure promotion and preventing any form of abuse or fraud. If a participant acts inconsistently with these Terms and Conditions, their participation (and any associated aliases) will be disqualified. Any awarded Prize may be revoked and reclaimed, and the Organizer reserves the right to ban the involved participant from participating in future promotions for a minimum of six months. Therefore, the Organizer reserves the right at any time to:
  - Verify the eligibility and information of participants by requesting information deemed necessary by the Administrator. The grand prize may be withheld until verification is complete.
  - Individuals who have been winners in any contest of the brand since November 1, 2023, will not be able to participate or win in the new promotion that begins on November 1, 2024.
  - If it is suspected and/or confirmed that the participant is a prize hunter, their participation will not be validated. A "prize hunter" is defined as any participant who, at the sole discretion of the Promotion's Administrator and Organizer, registers or participates with the sole intent of winning prizes without adhering to the spirit of the promotion. This may include, but is not



limited to, behaviors such as registering multiple accounts, using false or misleading information, participating in the promotion in an automated manner, or through methods not intended by the company. If a participant is suspected or confirmed to be a "prize hunter," their participation will be disqualified, and they will not be eligible to receive any prize.

- Disqualify any participant who engages in fraudulent, irregular, or illegal behavior, or violates these terms and conditions.
- Entries not made directly by the person registered in the Promotion will be disqualified. This
  will be verified by comparing the name on the registration with the one appearing on the
  official identification, for example, when the registered name differs from the name on the
  official identification.
- Disqualify participants who provided false, misleading, or fraudulent information during the registration or validation process.
- Participation in fraudulent activities, such as data manipulation or the use of multiple accounts, will result in immediate disqualification.
- Participants who do not meet the requirements set forth in the terms and conditions, including the purchase of products necessary to participate, will be disqualified.
- Any participant who violates the rules or regulations established during the promotional period will be disqualified.
- Entries submitted using anonymous email services such as GuerillaMail, Dispostable, or Mailinator will be disqualified.
- Entries submitted en masse by individuals, commercial groups, or consumers, as well as incomplete entries or those submitted by automated means, will be disqualified.
- If it is discovered at any time that a Winner is in violation of these Terms and Conditions, or if fraud is suspected, the Organizer may disqualify them and refuse to deliver the Prize. If the Prize has already been delivered, the Organizer may demand its return.
- Entries that exceed the maximum allowed or use techniques such as scripting, brute force attacks, or identity masking by manipulating IP addresses or using aliases will be disqualified.

**Scripts:** This refers to the use of programs or automated lines of code that allow the participant to perform repetitive actions, such as registering multiple times or submitting entries in bulk, without manual intervention. The use of scripts is considered a form of unfair automation that violates the promotion's rules of fairness.

**Brute Force Attacks:** This consists of repeatedly attempting to guess passwords, codes, or other security mechanisms by systematically trying possible combinations. In the context of a promotion, this refers to repetitive attempts to participate using different combinations of data to increase the chances of winning.

**Identity Masking through IP Address Manipulation or Use of Aliases:** This involves hiding or disguising the participant's real identity through techniques such as frequently changing IP addresses, using proxies or VPNs, or creating multiple profiles or fake aliases. These practices aim to deceive the system to participate more times than allowed or to simulate that multiple people are participating when, in reality, it is the same person.

### Energizer

- Participants who manipulate the claims process or do not meet the requirements of these
   General Conditions will be disqualified.
- The Organizer reserves the right to cancel, modify, or suspend the Promotion if it cannot be carried out as planned due to reasons such as tampering, unauthorized intervention, fraud, technical failures, or any other external cause affecting the administration, security, fairness, integrity, or proper conduct of the Promotion.
- **9.** The prizes are non-transferable and cannot be exchanged for cash or any other form of compensation. In the event that a Prize or any component thereof is unavailable for any reason, the Organizer reserves the right, at its sole discretion, to substitute that Prize with another of equal value.
- **10.** The Organizer will not be responsible for lost, delayed, corrupted, damaged, misdirected, or incomplete claims, or claims that cannot be delivered due to delivery failures, technical failures, system failures, satellite failures, network failures, server failures, hardware or software failures, or any other reason. Proof of sending the winning email will not be accepted as proof of receipt. The Organizer does not guarantee continuous or secure access to <a href="https://www.christmaswithenergizer.com">www.christmaswithenergizer.com</a>.
- 11. The Organizer, the Administrator, their agencies, and associated companies will not be liable for any loss (including, without limitation, indirect, special, or consequential loss), expense, or damage suffered or sustained (whether arising from any person's negligence) in connection with this Promotion or the acceptance or use of the prize/grand prize, except for any liability that cannot be excluded by law. Nothing excludes the Organizer's liability in the event of death or personal injury resulting from its negligence. Under no circumstances shall the Universal Parties be liable for any direct, special, incidental, exemplary, punitive, or consequential damages (including loss of use, data, business, or profits) arising out of or in connection with participation in the Promotion, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability, or otherwise, and whether or not such party has been advised of the possibility of such loss or damage. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to all participants.
- **12.** The Organizer and the Administrator will not be liable for any delay or failure in their obligations due to circumstances beyond their reasonable control, including, but not limited to, acts of God, global or regional epidemics or pandemics, adverse weather conditions, fire, industrial disputes, war, terrorist activity, hostilities, political unrest, civil unrest, plagues, or other natural calamities, or any other circumstance.
- 13. Providing your personal data is voluntary but necessary to participate in the Promotion. The Organizer is the data controller and has appointed the Administrator as the data processor. Your personal data will be processed based on the Organizer's legitimate interests, (a) for the time necessary to carry out the Promotion and (b) after the Promotion, solely to defend against any potential claims from participants or to comply with legal obligations related to the Promotion. If you are entitled to a Prize, the Administrator will use your personal data to deliver it. You have the right to access, rectify, transfer, and delete your personal data, as well as to object to or restrict its processing. The Organizer and the Administrator do not intend to transfer your personal data to third countries. For more information about your rights and how to exercise them, including how to



contact the Organizer, visit the Organizer's privacy policy, available at <a href="https://www.energizergrouplegal.com">https://www.energizergrouplegal.com</a>, and the Administrator's privacy policy, available at <a href="https://asylummarketing.com/en/privacy-policy/">https://asylummarketing.com/en/privacy-policy/</a>

- **14.** If any part of these Terms and Conditions is deemed legally invalid, illegal, or unenforceable, the remainder shall not be affected and shall remain in full force and effect.
- **15.** If necessary and/or at the discretion of the Organizer, the Administrator reserves the right to extend and/or clarify the scope of these Terms and Conditions and/or any procedures, which will be communicated through the Promotion page at any time during the Promotion.
- **16.** By participating, participants agree to these Terms and Conditions, and the Organizer's decisions regarding any matter related to the Promotion are final.
- **17.** In the event of any discrepancy between these Terms and Conditions and any promotional material, these Terms and Conditions shall prevail.
- **18.** These Terms and Conditions are governed by Trinidad and Tobago law, and their interpretation and enforcement are subject to the exclusive jurisdiction of the courts of Trinidad & Tobago. If the dispute or claim is not otherwise resolved through direct discussions or mediation, it will be resolved by final and binding arbitration administered by Judicial Arbitration and Mediation Services, Inc., in accordance with its Streamlined Arbitration Rules and Procedures or subsequent versions thereof ("JAMS Rules"). The JAMS Rules for selecting an arbitrator shall be followed, except that the arbitrator shall be experienced and licensed to practice law in Trinidad & Tobago. All proceedings shall be conducted in the capital, Port of Spain. The remedy for any claim shall be limited to actual damages, and under no circumstances shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other costs related to bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.
- **19.** ©2024 Energizer. Trademarks and certain designs are owned by Energizer. All other trademarks are the property of their respective owners and do not imply any affiliation or endorsement by third parties.
- **20.** Not sponsored by Universal City Studios LLC, Amblin Entertainment, Inc., or DreamWorks Animation LLC. Jurassic World franchise © 2024 Universal City Studios LLC and Amblin Entertainment, Inc. TV series © 2024 DreamWorks Animation LLC. All rights reserved. Jurassic World Chaos Theory rated TV-PG.