

## KitchenAid 10,000 Cupcakes Promotion

### OFFICIAL RULES AND CONDITIONS

#### **NO PURCHASE NECESSARY TO PARTICIPATE. VOID WHERE PROHIBITED.**

Cook for the Cure® gives people with a passion for cooking a way to support a meaningful cause. The Program raises funds and awareness for the fight against breast cancer. Since 2001, KitchenAid has proudly donated over \$10.7 million to Susan G. Komen® through its Cook for the Cure® program including Pass the Plate, pink products, celebrity chef auctions and fundraisers hosted by supporters like you. In addition, in 2017, KitchenAid will donate \$250,000 or more to Susan G. Komen® through the Cook for the Cure® Program to support the fight against breast cancer. Product sales will not affect this donation.

The “KitchenAid 10,000 Cupcakes Promotion” is sponsored by Whirlpool Corporation (“Sponsor”).

**DATES OF PROMOTION:** The KitchenAid 10,000 Cupcakes Promotion (the “Promotion”) begins on October 1 at 12:01pm Eastern Time (“ET”), and ends on October 31 at 11:59am ET, or until 10,000 eligible photos or videos have been entered, equaling \$10,000 in donations (\$1 donated per entry), whichever is earlier (the “Promotion Period”). Product sales will not affect this Promotion. A computer designated by Sponsor will serve as the official timekeeping device.

**ELIGIBILITY:** This Promotion is open only to legal, permanent United States residents residing in the fifty (50) United States and the District of Columbia who are 18 years of age or older at the time of entry (the “Entrant”). By entering the Promotion, Entrant indicates their full and unconditional agreement to, and acceptance of, these Official Rules (the “Official Rules”) and that the decision of the Sponsor is final and binding in all matters pertaining to the Promotion. Each Entrant may be required to furnish proof of identification and other proof of eligibility under these Official Rules. **THE PROMOTION IS VOID WHERE EVER RESTRICTED OR PROHIBITED BY LAW.**

**HOW TO ENTER:** You may enter the Promotion through one of the following ways:

To enter by way of Instagram: If you do not have an Instagram account, create one by visiting [www.instagram.com](http://www.instagram.com) and download the Instagram application on your smartphone. Instagram accounts are free. During the Promotional Period, post an original photo or video of a cupcake and comment on it using the hashtags “#10000cupcakes” and “#donate”. All entries by way of Instagram must include the hashtags “#10000cupcakes” and “#donate”. The hashtags must be used collectively.

To enter by way of Twitter: If you do not have a Twitter account, create one by visiting [www.twitter.com](http://www.twitter.com). Twitter accounts are free. During the Promotion Period, share an original photo or video of a cupcake, using the hashtags “#10000cupcakes” and “#donate.” All entries by way of Twitter must include the hashtags “#10000cupcakes” and “#donate.” The hashtags must be used collectively.

**Photo or video Requirements:** Each Photo or video:

- Must be an original image or video;

- Must not include any identifiable person(s) other than the Entrant unless the Entrant has obtained consent to appear in the photo from all other identifiable persons included;
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity, or intellectual property rights or that constitutes copyright infringement;
- Must be the original work of the Entrant and not contain images or artwork not created by the Entrant;
- Must not disparage Sponsor, or any other person or party affiliated with the Promotion;
- Must not prominently feature brand names or trademarks other than Sponsor's trademarks in any element of the entry;
- Must not promote any cause other than the Promotion theme;
- Must not include personally identifiable information;
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous, or libelous (as determined by Sponsor, at Sponsor's sole discretion);
- Must not contain, facilitate, reference or use material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status or age (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where entry is created.

**NOTE:** If any entry fails to comply with any of these Photo or video Requirements or any other provisions or any other of these Official Rules, Sponsor reserve the right to disqualify the Entrant.

**Limit one (1) share/entry per person/handle address per day. Original Images Only and videos.**

Sponsor is not responsible for any online entry that is lost, late, misdirected or undeliverable, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise.

In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the authorized account holder of the handle submitted at the time of entry. The authorized account holder is the natural person who is assigned to the handle by an Internet access provider, on-line service provider, or other organization that is responsible for assigning e-mail addresses, or the domain associated with the submitted e-mail address.

Submitting an entry constitutes Entrant's consent to give Sponsor and Susan G. Komen and its affiliates (collectively, "Komen") a royalty-free, irrevocable, perpetual, nonexclusive license to use, reproduce, modify, publish or create derivative works from and display the 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 Sponsor, Komen and/or their designees to make use of the nonexclusive rights Entrant is granting to use the entry. This license expressly includes a right (but not the obligation) for Sponsor and/or Komen to modify entries to remove any third party intellectual property.

**GENERAL RULES OF PARTICIPATION:** By entering, Entrants agree: (i) to be bound by these Official Rules and all decisions of the Sponsor; (ii) to waive any right to claim ambiguity with respect to these Official Rules; (iii) to waive all of his or her rights to bring any claim, action, or proceeding against any of the Released Parties in connection with the Promotion. Without limiting the foregoing, everything regarding this Promotion, include Website, is 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. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusions of implied warranties; therefore, some of the above exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

This Promotion is subject to all applicable federal, state and local laws and is void where prohibited. Sweepstake Entities are not responsible for any typographical or other error in the administration of the Promotion. If for any reason this Promotion is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the promotion, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion and randomly draw from those entries received up to the cancellation/suspension date.

**CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE THE PROMOTION WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY’S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

**LIMITATION OF LIABILITY; INDEMNITY:** By participating, Entrants agree to release, discharge, indemnify and hold harmless the Sponsor, Komen, their respective affiliates and subsidiaries, and each of its respective officers, directors, employees, representatives and agents (“Released Parties”) from and against any claims made by Entrants, or any other third parties, related in any way to the operation of this Promotion as well as any other claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of participation in any Promotion-related activity or participation in this Promotion, including without limitation that any entry violates any third-party privacy, personal, publicity, or proprietary rights.

**Disputes:** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Michigan (Eastern Division) or the appropriate Michigan State Court located in Berrien County, Michigan; (ii) 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 (iii) under no circumstances will entrant be permitted to obtain awards for and ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM 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.

**PRIVACY POLICY:** Any personally identifiable information collected during an Entrant's participation in the Promotion will be collected by Sponsor or designee and used by Sponsor or its affiliates, designees, agents and marketers for the purposes of the proper administration and fulfillment of the Promotion as described in these Official Rules and in accordance with Sponsor's Privacy Policy as stated at <http://www.kitchenaid.com/privacy-policy/>.

**PUBLICITY RIGHTS:** By participating in the Promotion, each Entrant agrees to allow Sponsor, Komen and/or their respective designees the perpetual right to use his or her name, biographical information, photo, and/or likeness for Promotion, trade, commercial advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including live television, social media and advertising worldwide, include but not limited to on the World Wide Web and internet, without notice, review, or approval and without additional compensation except where prohibited by law.

**SPONSOR:** Whirlpool Corporation, 2000 N. M-63, Benton Harbor, MI 49022