

OLD SPICE "SWAGGERIZE YOUR WALLET"

OFFICIAL RULES NO PURCHASE NECESSARY

- 1. ELIGIBILITY:** This promotion is open only to residents of 50 United States or the District of Columbia who are 18 years of age or older at time of entry (except residents of AL & NE who must be 19 years or older at time of entry and residents of MS who must be 21 years of age or older at time of entry). Employees of The Procter & Gamble Company, its affiliates, subsidiaries, advertising and promotion agencies and their immediate family members and/or those living in the same household of each are not eligible. **See Challenge Section below for any specific/additional eligibility requirements for each Challenge.** All federal, state and local laws and regulations apply. Void where prohibited by law.
- 2. HERE'S HOW IT WORKS:** The Old Spice Swaggerize Your Wallet program (the "Program") is comprised of different Challenges (each hereinafter referred to as a "Challenge") available at www.OldSpice.com. The Program begins 12:00:01 AM ET on 6/15/09 and continues through 11:59:59 PM ET on 8/13/09 (the "Program Period"). There will be (7) Challenge Periods during the Program. A new selection of Challenges will be introduced on the web site for each of the (7) Challenge Periods. See Challenge Section below for the list of Challenges, specific Challenge details and the entry submission periods for each Challenge. Visit www.OldSpice.com and follow the on-screen instructions to select your Challenge, complete an Official Entry Form and submit your entry into the Challenge.

All eligible entries received in each Challenge will be judged by a panel of Sponsor representatives based on the criteria listed below for each Challenge to determine the winner of each Challenge. In the event of a tie, tied entries will be re-judged based on the listed criteria. In the event of a final tie, the prize amount will be shared equally among the tied entrants. **Except where specifically noted, the entrant who submitted the winning entry for each Challenge will be deemed the Challenge winner (subject to verification) and will receive the prize as described below for the specific Challenge.**

Sponsor reserves the right to add Challenges during the Program. The specific submission requirements for each Challenge are listed below. All submissions must be in English. By submitting entry, entrant grants Sponsor permission to post submission online for public viewing. You may enter a Challenge as many times as you wish; however, each submission must be different, solely as determined by Sponsor. Limit one prize per person per Challenge. All material submitted becomes property of Sponsor and will not be returned. No correspondence will be acknowledged or entered into. Potential winners will be notified by mail/express delivery/ email. **See submission requirement section below that applies to all Challenges.**

CHALLENGE SECTION

A new selection of Challenges will be introduced on the web site for each of the (7) Challenge Periods and will include the Challenges and the requirements for each Challenge.

For the purpose of this program, the "Old Spice Swagger Family of Products" includes the following products: Red Zone Deodorant 3.25oz – Swagger, Red Zone Invisible Solid 2.6oz – Swagger, Red Zone Clear Gel 3.0oz – Swagger, Red Zone High Performance Solid 2.6oz – Swagger, Pro Strength 2.6oz – Swagger, Ever Clear 2.6oz – Swagger and Red Zone Body Wash 12oz and 16oz – Swagger.

You can view the "Old Spice Swagger" Logo at: http://www.oldsprite.com/_img/generic/logo_swagger.jpg.

CHALLENGE PERIOD # 1:

The following submission dates apply to each of the Challenges listed below for Challenge Period #1:

Begins: 12:00:01 AM ET on 6/15/09

Entry Deadline: 11:59:59 PM ET on 6/28/09

Challenge 1: "Make a Cake that is in the Shape of the Swagger Logo"

Submission Format: Video; 5 minutes maximum

Here's What to Do: Create an Old Spice Swagger Logo-shaped Cake that is also decorated with the Old Spice Swagger Logo and then take a video of you and/or you and your friends eating a serving of the cake. The cake must be a minimum of 12 inches in length and 4 inches in thickness and you

will need to verify this in your video by showing the dimensions of the cake relative to a ruler, tape measure or similar.

Judging Criteria: Eligible entries will be judged based on the following criteria: Resemblance of Cake to Old Spice Swagger Logo – 50%; Overall "Swagger" exhibited during Cake eating as evidenced in video – 50%. **(1) Prize:** Winner will receive \$500.

Challenge 2: "Throw Swagger Product Like a Fastball"

Submission Format: Video; 3 minutes maximum

Additional Eligibility Requirements: Residents of MD, ND & VT are not eligible for this Challenge.

Here's What to Do: Take a video of you or one of your friends throwing one of the products in the Old Spice Swagger Family of products at least 65MPH as clocked by a radar gun. Your video will need to show the product you are throwing, show the progression of the throw and show the speed as clocked by the radar gun.

Additional Requirements: No aerosol products permitted.

Judging Criteria: Eligible entries will be judged based on the following criteria: Athletic form exhibited as evidenced in video – 40%; Overall "Swagger form" exhibited as evidenced in video – 60%.

(1) Prize: Winner will receive \$1,500.

Challenge 3: "Write a Song with Swagger Lyrics"

Submission Format: Video; 5 minutes maximum

Here's What to Do: Submit a video of you and/or your friend(s) performing an original song that incorporates the lyric "Old Spice Swagger makes me sharper than a dagger". If the song includes music, music must be performer's own original creative work.

Judging Criteria: Eligible entries will be judged based on the following criteria: Appropriateness of required lyric to overall song – 45%; Appropriateness of song to "Swagger" theme – 55%.

(1) Prize: Winner will receive \$1,000. **Bonus:** If the winning submission includes a performer who is a gold-record selling artist, a bonus of \$1,000 will be donated to a charity of winner's choice; charity must have a 501(c)3 designation.

Challenge 4: "Hold a Swagger Sign at a Televised Game"

Submission Format: Photo

Here's What to Do: Make a homemade sign that incorporates the words "Old Spice Swagger" and submit a photo of you or one of your friends with the sign at a sporting event that is televised. You will need to provide the event name and date where your photo submission was taken.

Judging Criteria: Eligible entries will be judged based on the following criteria: Originality and creativity of sign – 40%; Appropriateness of sign to "Swagger" theme – 60%.

(1) Prize: Winner will receive \$2,500.

Challenge 5: "Tony Stewart Look-alike Contest"

Submission Format: Photo

Here's What to Do: If you or one of your friends looks like Tony Stewart, submit a photo of you/your friend holding one of the products in the Old Spice Swagger Family of products. Residents of MD, ND, & VT only may hold a sign of the Old Spice Swagger Logo in lieu of product.

Judging Criteria: Eligible entries will be judged based on the following criteria: Resemblance of entrant to Tony Stewart – 50%; Overall "Swagger" exhibited by entrant as evidenced in photo – 50%.

(1) Prize: Winner will receive \$500.

SUBMISSION REQUIREMENTS APPLICABLE TO ALL CHALLENGES:

Photo submissions must be one of the following formats: PNG, JPEG, GIF or BMP; photos may be in color or black and white and must have a maximum file size of 5MB.

Video submissions must be one of the following formats: MOV, AVI, MP4, WMV and MPG; videos may be in color or black and white and must have a maximum file size of 100MB. **Any video submission that is longer than the maximum time indicated in the Challenge Section above will be disqualified.**

Any other creative element used in the video/photo, including but not limited to music, lyrics, sounds, graphics or props must be entrant's own original creative work.

Entries should not include any personally identifiable information (i.e. last name, address, place of work etc.) of yourself or any other person(s).

The submission(s) must be your original work that has not been previously published nor won a prize or award. Modifying, enhancing or altering a third party's preexisting work does not qualify as Entrant's original creation. The submission(s) cannot contain any unacceptable clothing or adornments, or display any commercial/corporate advertising other than Sponsor's (including but not limited to corporate logos, brand names and slogans) and they must not contain disparaging or defamatory statements (including words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group); they must not include threats to any person, place, business, or group; they must not invade privacy or other rights of any person, firm, entity, and they must not in any way violate applicable federal, state, or local laws and regulations as determined by Sponsor, in its sole discretion. Submission(s) may not contain indecent behavior, profanities or obscenities, including but not limited to nudity, or pornography, and may not in any way disparage persons or organizations associated with Sponsor. Submission(s) cannot contain any information that references other websites, addresses, email addresses, contact information or phone numbers. **Sponsor/judges reserve the right in their sole discretion to disqualify any entry that, in their sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Contest or any other person or entity, or does not comply with these requirements or these Official Rules.** Submissions must be suitable for presentation in a public forum, in sole determination of judges and/or Sponsor.

If any person(s) other than the entrant appear in a photo or video submission, at the time of entry submission, the person(s) must be a resident of the 50 US/DC, 18 years of age or older (except residents of AL & NE who must be 19 years or older and residents of MS who must be 21 years of age or older). If the submission contains any identifiable person(s) other than the entrant, by entering this contest, entrant agrees to receive permission from other person(s) featured in the video/photo for Sponsor to use their likenesses for publicity including, but not limited to, posting on website(s) and must make written copies of such permissions available to the Sponsor upon request. Entrant must also receive prior written permission from the videographer/photographer of their video/photo if the video/photo entry was taken by someone other than the entrant.

Selected video and photo submissions will be posted on www.OldSpice.com, at the sole discretion of Sponsor.

Sponsor reserves the right, at its sole discretion, to require potential winner to re-create his/her Challenge submission in the presence of a representative of the Sponsor as part of winner verification.

- 3. GENERAL RULES:** In the event no eligible entries are received for a Challenge or if the quality of the entries are not worthy of consideration, as determined solely by the judges, Sponsor reserves the right to not award the prize(s) for a Challenge and prize(s) will instead be awarded to a charity of Sponsor's choice. Potential winners will be required to complete an Affidavit of Eligibility certifying that the submission is his/her own original work and he/she holds all rights to the submission, that the submission has not been previously published, has not won a previous prize or award and that he/she followed the Official Rules of the Contest. Additionally, potential winners will be required to complete a Release of Liability, Prize Acceptance Form and, if legally permissible, a Publicity Release ("Prize Documents"). **All Prize Documents must be completed and returned within 5 days of attempted delivery of same.** Noncompliance within this time period or return of any prize/prize notification as undeliverable will result in disqualification without further notice and an alternate winner may be selected. Winners will be notified by mail/express delivery/email. No substitution or transfer of prize by winner permitted. All applicable taxes are the sole responsibility of winner. In no event will more than the stated number of prizes be awarded. All material submitted becomes the sole property of Sponsor and none will be returned. Sponsor/judges reserve the right to: (a) use entrant's name and likeness and reproduce/distribute all entries submitted in any and all media throughout the world in perpetuity, (b) alter, amend, edit or change entries prior to distribution and (c) use, distribute, reproduce, alter, amend and copyright entries for purposes of advertising and trade without further compensation, unless prohibited by law. By accepting prize, winners agree to hold Sponsor, its respective directors, officers, employees and assigns, harmless against any and all claims and liability arising out of use of prize. Winners assume all liability for any injury or damage caused, or claimed to be caused, by participation

in this promotion or use or redemption of any prize. Acceptance of prize constitutes permission for the Sponsor and its agencies to use winners' names and/or likenesses and/or entry submissions for purposes of advertising and trade without further compensation, including a winners' list, unless prohibited by law. Entrants agree to release, discharge, indemnify, defend and hold harmless Sponsor, its directors, officers, employees and assigns, advertising and promotion agencies, and all of their respective officers, directors, agents and employees from and against any and all liability, damages, losses, costs and expenses (including attorneys' fees) incurred as a result of any participation, attempted participation and/or entry submission in this Program. By participating in this promotion, entrants agree to be bound by the Official Rules and the judges' and/or Sponsor's decisions, which are final. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any promotion materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. All material submitted becomes the sole property of Sponsor and will not be returned. Sponsor not responsible for any typographical or other error in the printing of the offer, administration of the contest or in the announcement of the prizes.

NOTICE TO ONLINE ENTRANTS: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Not responsible for faulty, incorrect or mistranscribed phone/e-mail transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer related to or resulting from participating in or experiencing any materials in connection with the promotion, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the promotion. Sponsor assumes no responsibility for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client or for insufficient space in user's e-mail account to receive e-mail. Sponsor reserves the right to cancel or modify the promotion if fraud, misconduct or technical failures destroy the integrity of the program; or if a computer virus, bug, or other technical problem corrupts the administration or security of the program as determined by Sponsor/judging agency/administrator, in their sole discretion. In the event of termination, a notice will be posted online and all eligible entries received prior to termination will be included in the judging. Any damage made to the Web Site will be the responsibility of the authorized e-mail account holder of the e-mail address submitted at the time of entry. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor. Any entries which are suspected of being fraudulent (including those using robotic, automatic, programmed or similar methods of participation) will be disqualified, based on determinations made solely by Sponsor. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

4. WINNERS: Winners will be posted online at www.OldSpice.com periodically during the Program through 9/28/09.

5. SPONSOR: The Procter & Gamble Distributing LLC, One P&G Plaza, Cincinnati, OH 45202.