

Energizer® Brand Battery –\$10 Walmart® Gift Card Offer
Terms and Conditions

Internet access is required to participate in this Offer.

To participate in the Energizer Battery, Inc. \$10 Walmart® Gift Card Offer (“Offer”), purchase any two (2) specially marked packages of *Energizer®* MAX® batteries AA-8, AAA-8, C-4, D-4 or 9V-2 between October 1, 2013 and August 14, 2014 at participating Walmart stores, while supplies last. Each specially marked pack will contain one (1) unique code (“Code”); two (2) Codes are required to receive a \$10 WALMART® gift card (“Gift Card”).

Maximum of four (4) Gift Cards per person/household/e-mail address. For each Gift Card you wish to receive and for which you qualify, you must repeat the process described above.

Offer begins October 1, 2013 at 12:00:01 a.m. ET and ends August 14, 2014 at 11:59:59 p.m. PT (“Offer Period”). Codes are valid online only at www.energizer.com/giftcard (the “Web site”). **To redeem Codes for your Gift Card**, visit the Web site during the Offer Period and complete the required information, including name, address, phone number, date of birth and e-mail address to register. Once registered follow the on-screen instructions to enter your Codes. Each Code is unique and may only be entered once; two (2) qualifying Codes must be entered on the Web site at one time in order to redeem your Gift Card. **All Codes must be entered on the Web site by 11:59:59 p.m. PT on August 14, 2014.** Once you have entered your Codes, your request will be processed and your Gift Card will be delivered by mail to the address provided when you registered for the Offer.

All Code submissions and Offer redemption requests are subject to verification. Please allow approximately 6–8 weeks for shipment of your Gift Card following verification of your redemption request. Use of a Gift Card is subject to the terms and conditions and policies imposed by Walmart; see www.walmart.com/giftcardtermsandconditions.com for complete Gift Card terms and conditions.

Offer open to legal residents of the 50 United States and District of Columbia only. Must be 18 years of age or older (19 or older if a resident of AL or NE) to participate. Only actual purchasers of eligible participating products may participate. The following may NOT participate in this Offer: groups, clubs or organizations; employees of Sponsor and its affiliates, subsidiaries, and advertising, promotion and fulfillment agencies. Offer void outside the 50 United States and District of Columbia and where prohibited, licensed, taxed or restricted by law. By participating in the Offer, participants agree to abide by and be bound by the Terms and Conditions of this Offer and the decisions of the Sponsor, which shall be final in all matters relating to the Offer.

Products without Codes are not eligible. Codes have no cash value except as provided in this Offer. Offer subject to all applicable federal, state and local laws and regulations. Codes may not be reproduced, copied, purchased, traded, auctioned or sold and cannot be redeemed in-store or in any manner other than that which is provided in these Terms and Conditions. Codes are nontransferable. Codes are void if they contain printing, mechanical, production, typographical or other errors, or if they are obtained outside authorized, legitimate channels. Sponsor's sole liability for any defective or erroneous Code is limited to replacement with another Code, while supplies last. Sponsor may, in its sole discretion, substitute an item of equal or greater value if the Gift Card becomes unavailable for any reason.

Sponsor and its agencies are not responsible or liable for printing errors, technical, hardware or software malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the participant or by any of the equipment or programming associated with or utilized in the Offer and/or Web site or by any human error that may occur in the transmission, receipt or processing of redemption requests, or for any damage to any computer system resulting from participation in the Offer or accessing or downloading information in connection with the Offer. Sponsor reserves the right in its sole discretion to edit, modify or cancel any portion of this Offer in the event it is not capable of running as planned. By participating in this Offer, each participant agrees to release and hold harmless the Sponsor, Wal-Mart Stores, Inc. and their respective affiliates, subsidiaries and agencies, and the officers, directors and employees of each of the foregoing, from and against any and all liability arising from or in connection with participation in the Offer and/or the use of the Codes and the Gift Card, including, but not limited to, liability arising from or in connection with third-party claims.

Sponsor bears no responsibility for any aspect of a Gift Card after delivery to participant. Any issues in connection with the Gift Card after receipt must be directed to Walmart only. Fraudulent redemption requests or Codes (as determined by Sponsor in its sole discretion) will not be honored and could result in criminal or civil action to the extent allowed by law. Sponsor reserves the right to substantiate Gift Card redemption requests and to require any participant to provide additional identification, documentation and/or sales receipts for purposes thereof. The Sponsor reserves the right at its sole discretion to reject participation of any individual who Sponsor determines, in its sole discretion: has tampered or attempted to tamper with the Gift Card redemption process or the operation of the Offer or Web site; has violated the Offer Terms and Conditions in any way; or has acted in a disruptive, harassing or otherwise improper or illegal manner. Any attempt by any person to deliberately undermine the legitimate operation of the Offer may be a violation of criminal and/or civil law, and, should such an attempt be made, Sponsor reserves the right to disqualify and seek damages from any such person to the fullest extent permitted by law. **CODES EXPIRE ON AUGUST 14, 2014 AT 11:59:59 PM PT. CODES AVAILABLE ON SPECIALLY MARKED PACKAGES WHILE SUPPLIES LAST.**

Sponsor: Energizer Battery, Inc., St. Louis, MO 63141

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