



Connie Graham, CIPP, PMP
Global Privacy Manager
The Procter & Gamble Company
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May 15, 2012

VIA U.S. MAIL

NH Department of Justice
Office of Attorney General
33 Capitol Street
Concord, NH 03301

RE: Personal Information Breach Notification

To Whom It May Concern:

In accordance with STATE state law, The Procter & Gamble Company is providing you with written notification regarding the nature and circumstances of a recent data security incident.

Procter & Gamble recently became aware of a data security incident involving certain personal information of some Procter & Gamble shareholders. On Sunday, April 8, 2012, SunGard Systems, the third-party provider of Procter & Gamble's *Shareholder Services Account Online Access* website, experienced a technical issue during a routine server upgrade. During a confined window of 24 hours, a limited amount of account information was incorrectly displayed to the wrong accountholder if he/she logged into the site during this period and performed certain tasks.

The data displayed included some combination of another user's Name, Address, Shareholder Account Number, and Account Details. It did *not* include account PIN or access code information, nor were users able to alter or edit the other user's account information.

We have no evidence that any of the information has been misused as a result of this incident. SunGard Systems has identified the root cause and fixed the issue with the server. Procter & Gamble has worked with SunGard Systems ensure this kind of incident does not happen in the future. While we do not believe this incident has created significant risk for those whose information may have been exposed, we have notified 3 New Hampshire residents that their information may have been inadvertently displayed.

Attached for your information is a sample of the notice we are sending to the affected New Hampshire residents. If you have any questions, please do not hesitate to contact me at (513) 698-4256.

Very truly yours,

Connie Graham, CIPP, PMP
Global Privacy Manager

Procter & Gamble

The Procter & Gamble Company
General Offices
2 Procter & Gamble Plaza, Cincinnati, Ohio 45202-3314



Name
Address
City, State Zipcode

Free Identity Protection

Redemption Code: **9999999999**

Enroll at enroll.allclearid.com

Assistance Hotline: 866-979-2595

Dear Name,

May 15, 2012

We want to share information with you about a recent incident involving your personal information. On Sunday, April 8, 2012, SunGard Systems, the provider of the *Shareholder Services Account Online Access* website, experienced a technical issue during a routine server upgrade. During a confined window of 24 hours, a limited amount of account information was incorrectly displayed to the wrong account holder if they logged into the site during this period and performed certain tasks.

P&G Shareholder Services and SunGard Systems sincerely apologize for this incident. While this incident was indeed extraordinary, please know that P&G Shareholder Services has worked with SunGard to implement a series of changes to prevent the reoccurrence of such an incident in the future. We want to make you aware and share some key information.

1. Based on a thorough analysis, it appears that your account information was inadvertently displayed to another system user. Some combination of your Name, Address, Shareholder Account Number and Account Details would have been viewable.
2. SunGard has identified the root cause and fixed the issue with the server.
3. P&G Shareholder Services has worked with SunGard to put processes in place to avoid this type of incident in the future.
4. We do NOT believe this situation creates a significant risk, but wanted to alert you in the event you would like to take steps to protect yourself from any possible identity theft.

Please review the enclosed Information about Identity Theft Protection.

To help safeguard you from misuse of your personal information, **we have arranged for you to receive identity protection from AllClear ID at no cost to you.** AllClear ID offers Credit Monitoring that delivers secure, actionable Credit Alerts to you by phone. AllClear ID Protection also includes \$1,000,000 Identity Theft Insurance Coverage and AllClear ID Fraud Resolution Services. The AllClear ID service will be valid for 1 year from the date you register.

You must register with AllClear ID to receive this complimentary identity protection service. You will need to provide the redemption code that is listed at the top of this page. You may register online at enroll.allclearid.com, via phone by calling 866-979-2595 or via mail with the attached form. Please see the enclosure to learn more about AllClear ID. You have until August 15, 2012 to register.

P&G Shareholder Services takes the protection of your personal information very seriously and we have immediately taken steps to prevent a similar occurrence. If you have further questions or concerns about this incident, you can contact P&G Shareholder Services at **1-800-642-6253 inside U.S. and Canada, 513-983-3034 outside U.S. or at shareholders.im@pg.com**. We sincerely regret any inconvenience or concern caused by this incident.

Sincerely,

P&G Shareholder Services

Information about Identity Theft Prevention

Even if you do not feel the need to register for the credit monitoring service, we recommend that you regularly review statements from your accounts and periodically obtain your credit report from one or more of the national credit reporting companies. You may obtain a free copy of your credit report online at www.annualcreditreport.com, by calling toll-free 1-877-322-8228, or by mailing an Annual Credit Report Request Form (available at www.annualcreditreport.com) to: Annual Credit Report Request Service, P.O. Box 105281, Atlanta, GA, 30348-5281. You may also purchase a copy of your credit report by contacting one or more of the three national credit reporting agencies listed below.

Equifax, P.O. Box 740241, Atlanta, Georgia 30374-0241, 1-800-685-1111, www.equifax.com

Experian, P.O. Box 9532, Allen, TX 75013, 1-888-397-3742, www.experian.com

TransUnion, P.O. Box 6790, Fullerton, CA 92834-6790, 1-800-916-8800, www.transunion.com

When you receive your credit reports, review them carefully. Look for accounts or creditor inquiries that you did not initiate or do not recognize. Look for information, such as home address and Social Security number, that is not accurate. If you see anything you do not understand, call the credit reporting agency at the telephone number on the report.

We recommend you remain vigilant with respect to reviewing your account statements and credit reports, and promptly report any suspicious activity or suspected identity theft to us and to the proper law enforcement authorities, including local law enforcement, your state's attorney general and/or the Federal Trade Commission ("FTC"). You may contact the FTC or your state's regulatory authority to obtain additional information about avoiding identity theft.

Federal Trade Commission, Consumer Response Center
600 Pennsylvania Avenue, NW, Washington, DC 20580, 1-877-IDTHEFT (438-4338),
www.ftc.gov/idtheft

For residents of Maryland: You may also obtain information about preventing and avoiding identity theft from the Maryland Office of the Attorney General:

Maryland Office of the Attorney General, Consumer Protection Division
200 St. Paul Place, Baltimore, MD 21202, 1-888-743-0023, www.oag.state.md.us

For residents of North Carolina: You may also obtain information about preventing and avoiding identity theft from North Carolina Attorney General's Office:

North Carolina Attorney General's Office, Consumer Protection Division
9001 Mail Service Center, Raleigh, NC 27699-9001, 1-877-5-NO-SCAM, www.ncdoj.gov

Fraud Alerts: There are also two types of fraud alerts that you can place on your credit report to put your creditors on notice that you may be a victim of fraud: an initial alert and an extended alert. You may ask that an initial fraud alert be placed on your credit report if you suspect you have been, or are about to be, a victim of identity theft. An initial fraud alert stays on your credit report for at least 90 days. You may have an extended alert placed on your credit report if you have already been a victim of identity theft with the appropriate documentary proof. An extended fraud alert stays on your credit report for seven years. You can place a fraud alert on your credit report by calling the toll-free fraud number of any of the three national credit reporting agencies listed below.

Equifax: 1-800-525-6285, www.equifax.com

Experian: 1-888-397-3742, www.experian.com

TransUnion: 1-800-680-7289, www.transunion.com

Credit Freezes: You may have the right to put a credit freeze, also known as a security freeze, on your credit file, so that no new credit can be opened in your name without the use of a PIN number that is issued to you when you initiate a freeze. A credit freeze is designed to prevent potential credit grantors

from accessing your credit report without your consent. If you place a credit freeze, potential creditors and other third parties will not be able to get access to your credit report unless you temporarily lift the freeze. Therefore, using a credit freeze may delay your ability to obtain credit. In addition, you may incur fees to place, lift and/or remove a credit freeze. Credit freeze laws vary from state to state. The cost of placing, temporarily lifting, and removing a credit freeze also varies by state, generally \$5 to \$20 per action at each credit reporting company. *Unlike a fraud alert, you must separately place a credit freeze on your credit file at each credit reporting company.* Since the instructions for how to establish a credit freeze differ from state to state, please contact the three major credit reporting companies as specified below to find out more information:

Equifax, P.O. Box 105788, Atlanta, GA 30348, www.equifax.com

Experian, P.O. Box 9554, Allen, TX 75013, www.experian.com

TransUnion, Fraud Victim Assistance Division, P.O. Box 6790, Fullerton, CA 92834-6790,
www.transunion.com

You can obtain more information about fraud alerts and credit freezes by contacting the FTC or one of the national credit reporting agencies listed above.

Free identity protection. Priceless peace of mind.



ENROLL NOW! Free Identity Protection That's Proven to Work.

AllClear ID provides a level of patented identity protection no other company can match. Only AllClear ID has an Alert Network that identifies potential attacks and delivers critical information to you by phone.

What You Get:

- Identity theft insurance covers financial losses
- Comprehensive identity recovery
- Early attack detection
- Live AllClear™ Investigators dedicated to your case
- Wallet Restoration
- Long-term identity repair service after initial service period
- AllClear ID ChildScan identifies fraud for minors under 18 years old

Free, Fast, Simple Enrollment.



Insurance Amount: \$1,000,000



ENROLL NOW

Redemption Code: **999999999**

Online: enroll.allclearid.com

Phone: Toll-free 866-979-2595
Monday through Saturday
8am to 8pm Central Time

Mail: Use attached form.

Sign Up Today For Your **FREE Identity
Protection From AllClear ID.**

Included in Your AllClear ID Protection:

AllClear Credit Monitoring	AllClear Credit Alerts	AllClear Investigators	Identity Theft Insurance	Long-term Identity Repair	ChildScan
AllClear ID constantly scans credit records for signs of activity that could indicate identity theft.	If there are changes to your credit file - like evidence that a thief has used your credit, you will get a secure call from AllClear ID.	If fraud is detected, licensed investigators repair your identity, saving you hundreds of hours.	If a thief steals your identity, you will be reimbursed for covered losses related to recovering your identity.	After your initial protection period has passed, you're protected with extra identity repair coverage for future issues.	If under 18, AllClear ID scans Social Security numbers and sends alerts. If fraud is found, we will fully restore your child's identity.

www.AllClearID.com



Register for AllClear ID Protection

823 CONGRESS AVENUE - SUITE 300 - AUSTIN, TX 78701

To register by mail, complete this form and mail to **AllClear ID** at the address above.

You do not need to complete this form if you register online at enroll.allclearid.com or by phone at (866) 979-2595.

INSTRUCTIONS:

- **Fill in your personal information.** All fields are required unless specified otherwise. Please provide at least one phone number.



AllClear ID Corporate Address:
823 Congress, Suite 300, Austin, Texas 78701

Customer Support:
1.855.434.8077

By registering for AllClear ID, I agree to the AllClear ID End User License Agreement (enclosed) and I authorize AllClear ID, who provides Identity Theft Protection, and its service providers to obtain and monitor my own credit information from credit reporting agencies and send this information to me alone for my own use. I certify that I am the parent/legal guardian of any children that I register for the AllClear ID service.

Under federal law, you have the right to receive a free copy of your credit report once every twelve months from each of the three national consumer reporting agencies. To request your free annual report under that law, visit www.annualcreditreport.com or call (877)322-8228.

INTERNAL USE MIRF20120305- -----
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End User Services Agreement

This agreement ("**Agreement**") is made by & between **AllClear ID, Inc.**, formerly "Debix" ("**AllClear ID**"), having an address of 823 Congress Avenue, Ste. 300, Austin, TX 78701, & you ("**you**"). As of the date you register for or enroll in the Service, the parties agree as follows:

- Definitions.** The "**Service**" means the Premium Service and/or the Free Service, for which you enroll, as the case may be, determined in accordance with your registration & the terms hereof. The "**Premium Service**" is one of the following, depending on your election at registration: (i) AllClear ID Pro (ii) AllClear ID Plus (iii) AllClear ID Guarantee. [A Premium Service may include a Service that a third party is purchasing for you on your behalf, i.e. it may be free to you but still a Premium Service. The "**Free Service**" is AllClear ID Free. References to the Service include any use you make of the interface available at www.debix.com or www.allclearid.com (collectively, the "**Site**").
- Provision of the Service.** AllClear ID will provide you with the Service you elected at registration subject to the terms and conditions of this Agreement. A detailed descriptions of the Service for which you are registered can be found in your profile which may be accessed by logging into the Site. **Term & Termination Re: Free Service.** Your subscription to the Free Service commences upon your registration, covers identity theft events occurring after registration, & terminates upon the earlier of (i) AllClear ID's notification to you of its discontinuance of the Free Service offering, (ii) AllClear ID's election to terminate your Free Service if you do not opt-in at the end of the then-current subscription period, or (iii) your election to terminate your subscription to the Free Service, each of which may occur at any time
- Subscription Fee.** The subscription fee for the Premium Service, if applicable, will be billed at the retail price currently in effect, at a previously approved & agreed- upon pricing, or in accordance with the applicable promotion code on the Site & according to the terms described herein. If you have questions regarding your fee, please contact customer service toll free at the applicable phone number listed above. AllClear ID will continue to bill your payment method on a periodic basis until the expiration or termination of your Premium Service. You may cancel your subscription for the Premium Service (if any) for which you have registered in accordance with Section 7. If you pay monthly & wish to cancel, you must call Customer Service prior to the start of the following month. If you pay for multiple months in advance & cancel your Premium Service prior to the end of the period for which you have paid, AllClear ID will refund payment for only any full, unused months. If someone has paid on your behalf and you cancel, you will not receive a refund.
- Free Trial.** If you receive a Premium Service as the result of a third party procuring it for you on your behalf, this Section is not applicable to you. If you are subscribing to a Premium Service on your own behalf, it may start with a free trial period. If you do not cancel before the end of such free trial period, you agree that AllClear ID is authorized to charge you a monthly subscription fee for such Premium Service at the current rate to the payment method you provided during registration. You must provide a valid payment method to enroll in any free trial. AllClear ID will begin billing your payment method for monthly subscription fees at the end of the free trial period, unless you cancel prior to the end of the free trial period. You will not receive a notice from us that your free trial period has ended or that the paying portion of your subscription has begun. **If you cancel prior to the end of your free trial period, there will be no charges to your payment method.**
- Scope of Coverage; Term & Termination of Premium Service.** If you are a subscriber to a Premium Service, your subscription to such Premium Service commences upon your registration. The Premium Service covers identity theft events discovered after registration. If a third party has procured the Premium Service on your behalf, your subscription to the Premium Service will terminate at the end of the term specified during registration, unless you opt to re-enroll. If you subscribing to a Premium Service on your own behalf, then at the end of your initial subscription period, your subscription will automatically renew on a month to month basis until you terminate it in accordance with this Section or fail to provide payment when due. In addition, the Premium Service may be terminated or suspended at any time with or without notice if payment is not received when due or if you breach any of the terms & conditions set forth herein. If your subscription to the Premium Service expires because you fail to renew it or fail to provide payment when due, AllClear ID may convert you to the Free Service for one (1) year, subject to the terms & conditions applicable to the Free Service as set forth herein. If you transfer from one Service to another, the terms and description of such newly elected Service will apply. In the event that you elect to transfer to a new Service, you will forfeit any remaining entitlement in your previous Service. Notwithstanding the foregoing, if you are affected by two separate incidents from the same source company, your newly elected Service will continue after the term of your previous Service, with no forfeiture.
- Restrictions.** You will use any Service only for your benefit & for its intended purpose. You will not, & will not permit any third party to: (a) except as expressly set forth in this Agreement, use, copy, modify, create derivative works of, distribute, sell, sublicense, or transfer the Service; (b) remove or alter any AllClear ID notices or markings, or add any other notices or markings within the Service; (c) decrypt or attempt to decrypt the Service; (d) derive or attempt to derive the source code of or decompile the Service; or (e) disassemble or reverse engineer the Service. If statutory rights make any part of this section void, you will provide AllClear ID with detailed information regarding any such activity.
- Ownership.** This Agreement confers no ownership rights to you & is not a sale of rights in the Service. Ownership of all right, title, & interest in or to the Service & all Feedback & all intellectual property rights embodied therein are & will remain AllClear ID's exclusive property. You will take all reasonable actions to perfect such ownership, including without limitation executing instruments of assignment. AllClear ID reserves all rights in the Service & the intellectual property rights embodied therein not expressly granted hereby. The Service contains AllClear ID proprietary & confidential information. You will hold such information in confidence & not use or disclose it in any way except as expressly permitted hereunder, using no less than reasonable care. If you provide feedback &/or generate data in using the Service ("**Feedback**"), except to the extent set forth in our Privacy Policy you hereby assign all right, title, & interest therein to AllClear ID. If such assignment is ineffective, you agree to grant to AllClear ID a non-exclusive, perpetual, irrevocable, royalty free, worldwide license to use, reproduce, sublicense, distribute, modify, & otherwise exploit such Feedback without restriction.
- Support.** In connection with the Service, AllClear ID will provide the support specified on the Site from time to time.
- Disclaimer of Warranties.** ALL SERVICES ARE PROVIDED TO YOU "AS IS," WITHOUT WARRANTY, & ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE, NON-INTERFERENCE, ACCURACY, & NON-INFRINGEMENT ARE DISCLAIMED. ALLCLEAR ID DOES NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION, BE ERROR-FREE, OR ACHIEVE SPECIFIC RESULTS. THE SERVICE IS NOT A CREDIT COUNSELING SERVICE. ALLCLEAR ID DOES NOT PROMISE TO HELP YOU IMPROVE YOUR CREDIT RECORD, HISTORY, OR RATING.
- Authorization.** You authorize AllClear ID & its service providers to obtain & monitor your own information from credit reporting agencies and/or other monitoring services & send this information to you for your own use. You agree that this authorization shall constitute written instructions to obtain your credit information in accordance with the Fair Credit Reporting Act. If AllClear ID is unable to process the credit monitoring request, AllClear ID will make a reasonable effort to contact you. You certify that you have the express consent of all adults that you register to submit their information to AllClear ID with the intent to utilize the Service & to agree to this Agreement on their behalf. You also certify that each adult that you register for the Service has read & accepted the terms & conditions of this Agreement, and authorizes AllClear ID, & its service providers, to obtain & monitor his or her own credit information from credit reporting agencies & send this information to him or her alone for his or her own use. You agree that this authorization shall constitute written instructions to obtain his or her credit information in accordance with the Fair Credit Reporting Act. You certify that you are the parent/legal guardian of any and all children that you register for the Service. Information that AllClear ID collects from you will be treated in accordance with the AllClear ID Privacy Policy: <https://www.allclearid.com/legal/privacy-policy>.
- Limitation of Liability.** ALLCLEAR ID WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION COST OF COVER), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALLCLEAR ID SHALL NOT BE LIABLE FOR ANY 3RD PARTY CLAIMS. OUR CUMULATIVE LIABILITY WILL BE LIMITED TO WHAT WAS PAID BY YOU OR ON YOUR BEHALF FOR THE SERVICE IN THE 12 MONTHS BEFORE THE CLAIM. THIS SECTION IS A FUNDAMENTAL PART OF THE BASIS OF OUR BARGAIN, WITHOUT WHICH ALLCLEAR ID WOULD NOT BE ABLE TO PROVIDE THE SERVICE, & WILL APPLY DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. If some or all of the limitations &



AllClear ID Corporate Address:
823 Congress, Suite 300, Austin, Texas 78701

Customer Support:
1.855.434.8077

exclusions in Sections 11 & 13 are held unenforceable, warranties will be disclaimed, & AllClear ID's liability will be limited to the greatest extent permitted under applicable law.

12. **Compliance with Law.** You warrant that in using the Service, you will comply with all applicable laws, including without limitation with all regulations of agencies of the U.S. Government regarding export & re-export restrictions. You will hold harmless & defend, at our option, AllClear ID from any third party claim against AllClear ID arising from your failure to comply with this Agreement.
13. **Termination Procedure.** AllClear ID may require reasonable identification verification before completing any request to terminate the Agreement or to cancel the Service.
14. **General.** Any notice hereunder will be in writing & sent by mail, return receipt requested, by e-mail, or by reputable courier addressed to the other party (i) if to AllClear ID, the address set forth above or at support@allclearid.com & (ii) if to you, at the address or e-mail address you provide when you register for the Service, or at such other address of which you give notice in accordance with this provision. It is your responsibility to keep your contact information up to date. Notice will be deemed to have been given when delivered (as confirmed by receipt or other confirmation) or, if delivery is not accomplished by fault of the addressee, when tendered. This Agreement will be governed by the laws of Texas, without regard to conflict of laws. The U.N. Convention on Contracts for the International Sale of Goods does not apply. All disputes will be brought only in a court located in Travis County, TX, & to the fullest extent permitted under applicable law, you consent to the same as the exclusive jurisdiction for claims arising hereunder & waive any objection to venue of such courts. If any provision hereof is held unenforceable, the remaining provisions will be unaffected. Your rights may not be assigned without written consent by AllClear ID. AllClear ID may assign this Agreement. Failure or delay in enforcing this Agreement will not be deemed a waiver. This Agreement constitutes the entire agreement between the parties & supersedes all prior or contemporaneous agreements with respect to its subject matter. This Agreement may not be amended except in writing or a subsequent click to accept or telephonic method offered by AllClear ID. Upon any termination or expiration of this Agreement, all terms will cease, except Sections 5 & 6 - 14, which survive.