OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN THIS CONTEST.

- 1. Sponsor: Cat's Pride, 410 N Michigan Ave, Suite 400, Chicago, IL 60611.
- 2. Administrator: Ventura Associates International LLC, 494 Eighth Ave, Suite 1700, New York, NY 10001.
- **3. Eligibility**: The Cat's Pride Twin to Win Contest ("Contest") is open to legal residents of, and physically residing within, the 50 United States and the District of Columbia age 18 or older at time of entry. Employees of the Sponsor, Administrator, and their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (all collectively, "Contest Entities"), and their immediate family members and/or those living in the same household of each are not eligible to enter or win. Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law.
- **4. Contest Period**: Contest begins at 12:01 am Central Time ("CT") on October 26, 2020 and ends at 11:59 pm CT on December 6, 2020. The Contest Period is divided into two phases as defined below. The Sponsor's agency's computer server shall be the official timekeeper for the Contest.

<u>Phase 1 Entry Period</u>: Submission begins at 12:01 am CT on October 26, 2020 and ends at 11:59 pm CT on November 15, 2020.

<u>Phase 2 Public Voting Period</u>: Public voting begins at 12:00 am CT on November 16, 2020 and ends at 11:59 pm CT on December 6, 2020.

5. How to Enter:

<u>During the Phase 1 Entry Period</u>, visit www.cattwinning.com ("Website") and follow all on-screen instructions to submit your Contest entry including uploading a photo of you and your cat in your best twinning pose and providing a caption for the photo in no more than 140 characters (collectively referred herein as "Entry"). Photo must be in .jpg or .png format and the submission file size cannot be larger than 250 MB.

Once you submit your Entry, your submission is considered final and cannot be modified or edited. Limit one (1) Entry per person during the Entry Period. Multiple entries from any person using different identity or through the use of any other robotic device or artifice to enter multiple times for an individual will be deemed invalid. All Entries become the Sponsor's property and will not be returned or acknowledged.

<u>Submission guidelines</u>: Any Entry submitted that does not meet the Entry guidelines below will be disqualified from the Contest.

- You must have the approval and rights to use any content that you did not create (example: photo that was
 not taken by you, content containing trademarks or any copyrighted materials owned by others except Cat's
 Pride brand for the purposes of this Contest);
- The photo must contain a picture of your cat and yourself. You are permitted to submit a photo of your child with your cat and you as the parent or legal guardian of the minor consent to such submission;
- If any person appears on the photo who is an adult, or not your child, they must <u>not</u> appear visible next to your cat and you must have permission from such individual (or permission from the parent or legal guardian of a minor) to use that photo in the Contest;
- Your caption must be in English and created by you. It must not contain any private information such as address, phone number, etc.;
- Your photo must not have been previously published, submitted or otherwise used for any other commercial purpose or in a promotion of any kind;
- Your Entry cannot be inappropriate, indecent, suggestive, or derogatory of any ethnicity, race, religion or gender;
- Your Entry cannot promote any activities or tasks that are unlawful or may appear unsafe or dangerous;
- Your Entry cannot communicate messages inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.

All submitted Entries will be pre-screened prior to being posted on the Website gallery page. By submitting an Entry, you warrant and represent that you consent to the submission and use of the Entry in the Contest, and to its posting on the Contest gallery page. You grant the Sponsor and any organizations affiliated with the Contest,

the perpetual, irrevocable, non-exclusive license to publish, reproduce, prepare derivative works of, distribute, display, exhibit, transmit, broadcast, televise, digitize, otherwise use, and permit others to use and perform throughout the world the Entry in any manner, form, or format now or hereinafter created, and for any purpose, all without further consent from or payment or notification to you. Contest Entities are not responsible for any unauthorized third-party use of any Entry.

You agree that the Sponsor has no obligation to post or publish your Entry, that all such postings or publication, if any, will be in Sponsor's sole discretion. Entries posted on the gallery page are the submissions of the individual entrant and do not reflect the views of the Sponsor in any manner. The Sponsor reserves the right to disqualify any Entry for any reason, and/or remove any Entry posted on the gallery. Sponsor is under no obligation to disclose why an Entry has been removed or disqualified other than the Entry was ineligible under these Official Rules.

You also acknowledge that many photos and/or captions may be competitive with, similar or identical in theme, format and/or other respects to your Entry, and you waive any and all claims you may have had, may have, and/or may have in the future that any Entries accepted, reviewed and/or used by the Sponsor, its affiliates, or their respective officers, directors and employees may be similar to or the same as your Entry. Entries received will not be held "in confidence," and an Entry does not create a confidential relationship or obligation of secrecy between you and the Sponsor or any of its affiliates.

<u>During the Phase 2 Public Voting Period</u>: Each visitor to the Website will have an opportunity to vote for their favorite Entry that has the best twinning pose. Voter must provide their email address in order to receive a unique code to vote. An email with a unique code will be sent to the email address provided by the voter. Sponsor is not responsible for any undeliverable email. Each voter can vote for only one (1) Entry per day (all votes are subject to verification). Voting generated by bots or other automated process, or with the intent to impair the integrity of the voting process, as determined by Sponsor in its sole discretion, will be void. Offering potential voters an incentive or tangible reward for voting (e.g., buying votes or offering services/discounts in exchange for votes) is prohibited.

Sharing of an Entry on social media is for engagement purposes only. This Contest is not sponsored, endorsed or administered by, or associated with any social media platform.

6. Winner determination: Top 3 Entries with the most votes that comply with these Official Rules will be declared the winners (subject to verification).

The highest voted Entry will be declared the Grand Prize winner.

The second highest voted Entry will be declared the Second Prize winner.

The third highest voted Entry will be declared the Third Prize winner.

In the event of a tie, a panel of judges from the Sponsor will vote for their favorite Entry from among the tied Entries and the higher votes count Entry will win. Sponsor's decisions are final and binding.

7. Three (3) prizes will be awarded.

<u>Grand Prize winner</u> will receive \$2,500 cash and an opportunity to choose an animal shelter of his/her choice for a \$2,500 donation to be made by Sponsor in winner's name.

<u>Second Prize winner</u> will receive \$1,000 cash and an opportunity to choose an animal shelter of his/her choice for a \$1,000 donation to be made by Sponsor in winner's name.

<u>Third Prize winner</u> will receive \$500 cash and an opportunity to choose an animal shelter of his/her choice for a \$500 donation to be made by Sponsor in winner's name.

The cash prize to winners will be awarded in the form of a corporate check. The animal shelter must be a 501(c)3 charitable organization and is subject to Sponsor's sole approval. Sponsor's donation to each animal shelter is not redeemable for cash and not substitutable or transferable.

Prize winning is non-transferable. The Sponsor reserves the right and sole discretion to substitute any non-monetary prize with another prize of comparable value. All fees, federal, state, local or other expenses relating to the use, acceptance and possession of a prize are the sole responsibility of each winner.

8. Prize Notification: Receiving a prize is contingent upon a potential winner's compliance with these Official Rules. Administrator will notify potential winners by email and/or telephone. A notification will be sent to each of the potential winners on or about December 7, 2020. Each potential winner will be required to complete, sign, and return an Affidavit of Eligibility/Liability and Publicity Release ("Affidavit") within seven (7) days from email

notification. If Affidavit is not returned within the specified time period, or the Affidavit is returned as undeliverable, or if a potential winner is otherwise found to be ineligible, it will result in disqualification and at the Sponsor's sole discretion, the entrant with the next highest votes will be notified. Attempts will be made to notify up to five (5) alternate winners for the unfulfilled prize after which the prize will not be awarded. The Sponsor reserves the right to award less than three (3) prizes if in its sole discretion determines the Contest does not receive sufficient qualified Entries. If winner is otherwise eligible under these Official Rules, but is nevertheless deemed a minor in his or her state of primary residence, winner's parent or legal guardian is required to execute the Affidavit on minor's behalf. Should a winner be found to make any false statement(s) or not in compliance with these Official Rules, that winner will be disqualified and required to promptly return to Sponsor his/her prize. All federal, state and local income taxes, including the tax reporting consequences there of are the sole responsibility of each winner. Winner receiving \$600 or more is required to provide his/her Social Security Number to the Administrator for tax reporting purposes in which an IRS 1099 Form will be prepared and filed in the name of winner for the value of the prize.

9. Consent and Release: Entry and acceptance of prize constitutes permission for Sponsor (except where prohibited by law) to use each winner's name, prize won, hometown, photo/video, comment, and likeness for promotional purposes without further compensation, permission or notification. Participating entrants agree to be bound by these Official Rules and the decisions of the Sponsor and Administrator, and release the Contest Entities, and their respective parent companies, affiliates, advertising and promotion agencies, social media platforms and all other businesses involved in this Contest, as well as the employees, officers, directors and agents of each, from all claims and liability relating to their participation, acceptance and use of prize. Winners assume all liability for any injury or damage caused or claimed to be caused, by participation in this Contest or redemption or use/misuse of the prize. Sponsor is 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.

ENTRANTS WAIVE ALL RIGHTS TO TRIAL IN ANY ACTION OR PROCEEDING INSTITUTED IN CONNECTION WITH THIS CONTEST. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTEST SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY SUCH CONTROVERSY OR CLAIM SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND SHALL NOT BE CONSOLIDATED IN ANY ARBITRATION WITH ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY. THE ARBITRATION SHALL BE CONDUCTED IN THE STATE OF ILLINOIS, CITY OF CHICAGO.

In the event Sponsor is prevented from continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, labor dispute or strike, satellite or equipment failure, riot or civil disturbance, or any federal, state, or local government law, order, or regulation, or order of any court or other cause not within Sponsor's control, Sponsor shall, in its sole discretion, suspend, or terminate the Contest. This Contest shall be governed by and interpreted under the laws of the State of Illinois, U.S.A. without regard to its conflicts of laws provisions. By participating, entrants agree that any and all disputes arising out of or relating in any way to this Contest shall be litigated only in courts sitting in Illinois, U.S.A.

10. Disclaimers: Entrants are subject to all notices posted online including but not limited to privacy policies. In the event of a dispute over the identity of an entrant or ownership of or rights to the Entry, the Sponsor may: i) disqualifies the Entry; and/or ii) requests for proof of being the authorized account holder of the entrant's email address at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to the email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) which is responsible for assigning email addresses for the domain associated with the submitted email address. Entry materials/data that have been tampered with or entries generated by a script, macro or use of automated devices are void. The Sponsor is not responsible for: (i) lost, late, misdirected or damaged entries; (ii) human error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Contest, or (iv) the failure of any third party to comply with the instructions and proper administration of this Contest. By participating in the Contest, entrants (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be

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bound by the decisions of Sponsor and the Administrator, which are final and binding in all matters relating to the Contest. Failure to comply with these Official Rules may result in disqualification from the Contest. Sponsor reserves the right to: permanently disqualify any person it believes has intentionally violated these Official Rules; and terminate the Contest if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Contest), or to determine winners from among all eligible entries received prior to termination. LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL & CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

- **11. Winner's List**: For the name of the winners (available after December 21, 2020) send a stamped, self-addressed envelope by December 21, 2020 to: Cat's Pride Twin to Win Contest Winners, Ventura Associates International LLC, Ref: WG, 494 Eighth Ave, Suite 1700, New York, NY 10001. The Sponsor may announce all or some of the winners' names at the Website.
- **12. Privacy**: Any entry information collected from the Contest shall be used only in a manner consistent with the consent given by entrants at the time of the entry, with these Official Rules and with the Sponsor's privacy policy located at https://catspride.com/privacy-statement. Sponsor and Administrator will collect personal data about entrants for purposes of administering Contest. By entering into Contest, you agree to Sponsor and the Administrator's collection and usage of your personal information for purposes of this Contest only. Sponsor and the Administrator do not, and will not, disclose your personal information to non-affiliated third-parties.