

**Chuckit! National Fetch Day SWEEPSTAKES**  
**(the “Sweepstakes”)**

**OFFICIAL RULES**  
**Online Entry Only**

**NO PURCHASE NECESSARY. THE PURCHASE OF ANY PRODUCT DOES NOT INCREASE CHANCES OF WINNING.**

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram or any of its affiliates, predecessors, subsidiaries or any other entity associated with Instagram which is not directly associated with Petmate. Any questions, comments or complaints regarding the Sweepstakes must be directed to the Administrator, (EPR SOCIAL) and not a representative for any particular social media platform.

1. **Duration of Sweepstakes:** The “Sweepstakes Term” shall begin on [8/30/20] at [12:00 am] o’clock pacific standard time. Any entries received before or after the Sweepstakes Term will not qualify for admission into the Sweepstakes and will not be eligible to win a prize.
2. **To Enter:** Online entries only. To enter, you must register or be a registered member of Instagram.com. The registration to these platforms is free. Your profile must be public for the duration of the Sweepstakes Term to enter.

To enter the Sweepstakes, go to [<https://chuckitsweeps.com/>], click and fill out the entry form and click “ENTER”. You must attest by checking the appropriate box that that you have read these Official Rules in full and agree to be bound by the same. You must also check the appropriate box to attest that you are over the age of 18 years old. You must also check the appropriate box to attest that you are a resident of the United States of America. After completing the preceding, you must make at least one (1) “Post” on your Instagram page, as those terms are most commonly known in the social media industry, which remains on your profile or board for the duration of the Sweepstakes Term containing the following parameters:

- a) You must use the hashtag #NationalFetchDay, **AND**
- b) You must also mention @chuckitfetchgames.
- c) You may nominate/tag two followers.

Limit one (1) Entry per person using only one (1) valid email address and one (1) Instagram account throughout the Sweepstakes Term. Administrator will not verify receipt of Entries.

3. **Eligibility:** Only open to legal residents of the United States, 18 years of age or older who are members in good standing of Instagram.com. Employees of Sponsor and their affiliates, advertising and promotion agencies, and immediate families in the same household are not eligible. All federal, state and local laws and regulations apply. This promotion is intended for viewing in the United States only and shall only be construed and evaluated according to United States law. You are not authorized to participate in the Sweepstakes if you are not located within and a legal resident of the United States. Void where prohibited.

By participating, These Sweepstakes you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements. In addition, you agree to accept the decisions of Administrator and/or Sponsor as final and binding as it relates to the content and execution of the Sweepstakes.

4. **Prize and Odds of Winning:** Two Hundred (200) “Backyard Party Packs.”

5. One (1) Grand Prize [\$500 SPA GIFT CERTIFICATE FOR A PET SPA OR GROOMING FACILITY AND \$1,500.00 Photo Shoot for Dog of Winner]. Odds of winning the prize depend on number of eligible entries received.

The approximate prize retail value of the Backyard Party Pack is [\$137.95]. The approximate prize retail value of the [Grand Prize] is [\$2000.00]. Total approximate prize retail value is [\$27,590.00]. Prize cannot be transferred or substituted except at Sponsor's sole discretion. Prize cannot be substituted, returned or otherwise exchanged for monetary funds. Any taxes are the responsibility of the winners. Limit one (1) prize per person.

6. **Drawing and Awarding of Prize and Grand Prize:** Winner will be determined by a random drawing on or about [9/25/2020] from all eligible entries received online (the "Potential Winner"). The Potential Winner will be notified by email at the email address provided in the entry form. If Potential Winner does not respond to the notification within five (5) days, or is otherwise unwilling, unable or ineligible to receive a prize, prize will be forfeited, and an alternate Potential Winner may be selected. Drawing will be conducted by Administrator whose decisions are final on all matters relating to this Sweepstakes. Grand Prize winner will be determined at random drawing on or about October 17, 2020 from all from all eligible entries received online (the "Grand Prize Potential Winner"). Grand prize will be fulfilled on or about November 6, 2020.
7. **Qualification Of Winner:** Before a Potential Winner will be deemed an Official Prize Winner, he/she may be required to execute and return an Affidavit of Eligibility, a Liability Release/Publicity Release (except where prohibited) (the "Affidavit/Release") and any other legal documents that Sponsor may require within five (5) days after notification, or his/her prize will be forfeited and awarded to an alternate winner. If the documents are not returned within that time, or Potential Winner or Official Winner is found to be ineligible, or does not comply with the Official Rules, then he/she will be disqualified his/her entries deemed void and an alternate Potential Winner may be selected. A prize notification being returned as undeliverable will result in disqualification of such Entry. The Potential Winner must be able to provide proof that the Potential Winner is eligible to be deemed an Official Winner to Sponsor and/or Administrator's satisfaction.

By submitting an Entry, each Entrant (whether declared an Official Winner or not) agrees (and agrees to affirm such in writing) to (i) abide by and be bound by these Official Rules and the decisions of the Sponsor and Administrator on all matters relating to this Sweepstakes which decisions are final and binding in all respects, (ii) waive any right to claim ambiguity in the Sweepstakes or these Official Rules, (iii) forever and irrevocably release, discharge, indemnify and hold harmless the Released Parties (defined below) from any liability, claims, demands, and cause of action from personal injury, loss or damage, including death, or property damage, theft, or loss suffered or resulting in whole or in part, directly or indirectly, from participation in this Sweepstakes or the use, misuse or acceptance or possession of a Prize or any portion thereof, or participation in any Sweepstakes-related activity; (iv) grant Sponsor (where permitted by law) the right to use their name, address (city and state only), biographical information, likeness, and any image tagged with #NationalFetchDay and @chuckitfetchgames, on a worldwide basis, in all forms of media including those not yet devised, in perpetuity and for advertising or promotional purposes without review or further compensation and, (v) warrant and represent that the use of the materials submitted in this Sweepstakes will not violate the rights of any third parties. Entries must be in keeping with Sponsor's positive image, as determined by Sponsor in its sole discretion. ANY NONCOMPLIANCE WITH ANY OF THE ABOVE, IN THE SOLE DISCRETION OF ADMINISTRATOR, WILL RESULT IN DISQUALIFICATION.

8. **Privacy:** Administrator will not collect data from Entrants' Instagram pages or profiles at any time. In avoidance of any doubt, no personally identifiable information [PII] will be captured on Entrants entering the Sweepstakes other than Entrant's name and email address.
9. **Warranties and Representations:** By entering into this Sweepstakes you warrant and represent that you are the owner of one hundred percent (100%) of any image uploaded with the hashtag #NationalFetchDay or the

@chickitfetchgames tag and that you have the full right, without restriction to publicly publish such image without infringing on the copyright, trademark, privacy, publicity, or other intellectual rights of any person or entity. Your tagged image may not contain any personally identifiable information or likeness without personal consent of the person(s) featured in the image. Your tagged image may not contain any advertisements of any third party; any content of a political nature; any content that may be considered discriminatory or any group of people or promoting violence, racism, sexism, or agism; must not promote alcohol, tobacco, firearms or any substance which is illegal in any state or federally. Any entry violating these representations will be automatically disqualified. By entering the Sweepstakes, you agree to hold Administrator and Sponsor and any of their predecessors, affiliates, subsidiaries, successors in interest, including all of such employees, agents, officers, directors, shareholders, attorneys, or any other person or entity affiliated with the same in the case of your breach of the warranties set forth in this paragraph.

**10. Limitation of Liability:** Sponsor, Administrator, Instagram, their promotional and advertising agencies, and all respective officers, directors, employees, representatives and agents (“Released Parties”) shall have no liability and shall be held harmless by winners for any damage, loss or liability to person or property, due in whole or part, directly or indirectly, by reason of the acceptance or use of a prize or participation in this Sweepstakes. 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. Sponsor reserves the right, in its sole discretion, to modify, cancel or suspend part or all of this Sweepstakes should virus, bugs, force majeure, catastrophic event, non-authorized human intervention or other causes beyond the control of Sponsor or Administrator corrupt or impair the administration, security, fairness or proper play of the Sweepstakes. In such event, Sponsor shall post a notice on the Website listed above and on Sponsor’s Instagram page and may award prizes in a random drawing from all eligible entries received up to the date of cancellation or suspension. Released Parties are not responsible for technical, hardware, software or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, whether caused by Sponsor, Entrants or by any of the equipment or programming associated with or utilized in the promotion or by any technical or human error which may occur in the processing of submissions which may damage a user's computer system or limit an Entrant's ability to participate in the promotion. Sponsor may direct the Administrator to prohibit an Entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, or threaten any other Entrants or Sponsor representatives.

Released Parties are not responsible for lost, late, illegible, misdirected or stolen entries or transmissions, or problems of any kind whether mechanical, human or electronic. In the event of a dispute regarding entries received from multiple users having the same account, the authorized subscriber of the account at the time of entry will be deemed to be the Entrant and must comply with these rules. Authorized subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP) or Telephone Service Provider (TSP) or any other provider or other organization responsible for assigning accounts. Entries received from any person in excess of the stated limitation will be grounds to have the Entrant disqualified and his/her entries void. Entries generated by script, macro or other automated means or by overnight, facsimile or any means which subvert the entry process are void. All entries become the property of Sponsor and will not be acknowledged or returned.

CAUTION -- ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**11. Disputes:** Except where prohibited, you agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action; (2) 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 (3) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, 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 increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State California, county of Los Angeles without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California

**12. Winners' List:** A list of the winner will be provided by administrator upon request. To receive the winner list, send an email request including the sweepstakes title in the Subject (REQUEST FOR WINNERS -NFD SWEEPS) [Info@exposurepublicrelations.com] up to one year from end of sweepstakes.

Sponsor: [Petmate] (Chuckit!)

Administrator: [EPR SOCIAL]