

Date: July 9, 2024
Client: PEP/Hills
Contest: The Association's Wagsies Video Awards sponsored by Hill's Pet Nutrition
Subject: Official Rules

Full Legal Disclosures:

NO PURCHASE NECESSARY. Open to animal shelters, welfare and humane organizations that operate in the 50 U.S./D.C. and Canada (excluding Quebec) that are represented by a legal resident of the U.S./D.C. or Canada (excluding Quebec) who is the age of majority in their state/province of residence or older as of date of entry. Void outside the U.S./D.C./CA, in Quebec and where prohibited. The Association's Wagsies Video Awards sponsored by Hill's Pet Nutrition begins at 12:00 a.m. ET on 7/15/24 & ends at 11:59 p.m. ET on 7/28/24. 1 Grand Prize available to be won valued at USD \$20,150. 1 First Prize available to be won valued at USD \$10,150. 5 Category Prizes available to be won valued at USD \$4,500 each. Mathematical skill testing question required for CA winners. Sponsored by Hills Pet Nutrition, Inc. For Official Rules, visit <https://theaawa.org/wagsies>.

Social Media Legal Disclosures:

No pur. nec. 50 US/DC/CA (excluding QC) age of majority+. Ends 7/28 Skill test req'd for CA winners. For rules and full eligibility: <https://theaawa.org/wagsies>

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.

- CONTEST PERIOD:** The Association's Wagsies Video Awards sponsored by Hill's Pet Nutrition (the "**Contest**") starts at 12:00 a.m. Eastern Time ("**ET**") on July 15, 2024 & ends at 11:59 p.m. ET on July 28, 2024 at 11:59 p.m. ET (the "**Contest Period**").
- ELIGIBILITY:** Contest is open to animal shelters, welfare and humane organizations that operate in the 50 U.S./D.C. and Canada (excluding Quebec) (each an "**Organization**") and that are represented by a legal resident of the U.S./D.C. or Canada (excluding Quebec) who is the age of majority in their state/province of residence or older as of date of entry ("**Entrant**"). Entrant must be a representative and have permission to enter on behalf of the animal Organization they are entering for. Employees of Hills Pet Nutrition, Inc. (the "**Sponsor**"), and its parents, subsidiaries, divisions, affiliates, employees, directors, shareholders, suppliers, distributors and advertising, promotional and judging agencies, including Don Jagoda Associates, Inc. ("**Administrator**"), (collectively with Sponsor and Administrator, "**Indemnitees**"), and their immediate family members (spouses, parents, children, and siblings and their spouses) and household members of each (whether related or not) are not eligible to participate or win. Void outside the 50 U.S./D.C./Canada, in Quebec and where prohibited by law. All federal, state, provincial/territorial and local laws and regulations apply.
- HOW TO ENTER:** During the Contest Period, as an eligible Entant, visit <https://theaawa.org/wagsies> (the "**Website**") and complete the on-screen registration form, including uploading your video and selecting which category you would like it to be entered for ("**Entry**"). The categories to enter for are as follows: Best Adoption Story (the story of a shelter animal adopted from the Organization), Best Emotional Story (a powerful, moving story about the Organization or an/the animal(s) in the Organization's care), Best Shelter Brand Awareness (a video that brings to life the Organization's mission) Funniest Video (a funny video about a shelter animal or the Organization) and Best

Public Service Announcement (a video promoting the Organization's programs, activities, or services for the public interest). Entries for the categories Best Adoption Story, Best Emotional Story, Best Public Service Announcement, and Funniest Video can be up to 90 seconds maximum. Entries for Best Shelter Brand Awareness can be up to 3 minutes maximum.

Your Entry must comply with the following guidelines to be eligible:

- Your Entry must be original to you and grant Sponsor the License described below.
- Your Entry must be in English. Entries must be in mov or mp4 format, must be at least 720 x 480 pixels large and have a file size of less than 10 GB. Videos must have been created between June 2023 and July 28, 2024.
- Your Entry must not include any representation of celebrities, athletes, musicians, or any other public or private figure, include any anti-social, political or religious groups, any commercial solicitation or promotional materials and your Entry must not include your or any other person's/companies' full name, address, phone number, or URL address. Entry must not contain advertisements, personal solicitations or commercial solicitations.
- Your Entry must not feature or mention beer, distilled spirits (i.e., hard liquors, malt beverages), tobacco products (including cigarettes, cigars, pipe tobacco, chewing tobacco and snuff), fireworks, firearms and ammunitions, prescription drugs, illegal drugs and related drug paraphernalia, nutritional supplements, lotteries and gambling.
- Your Entry must not have been submitted previously in a promotion or contest of any kind or previously exhibited or displayed publicly (i.e., disclosed beyond your circle of friends and family through your social networking sites) through any means.
- Your Entry must not contain content that is false, inaccurate or misleading.
- Entry must not contain material that is inappropriate, unsuitable, indecent, profane, obscene, hateful, tortuous, defamatory, slanderous or libelous (including but not limited to words or symbols that may be considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group).
- Your Entry must not contain material, words or symbols that promote bigotry, racism, hatred or harm against any group or individual or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Your Entry must not contain material that is, in Sponsor's sole discretion, obscene, profane, lewd, defamatory, contains any third-party materials, other than Sponsor, or otherwise violates or infringes (or may infringe) any copyright, trademark, logo, mark that identifies a brand or other proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity or make reference to any commercial/corporate advertising (including but not limited to, corporate logos, brand names, slogans, political, or religious statements), or is otherwise objectionable.
- Entrants and all submitted Entries must be in keeping with Sponsor's image/Sponsor's brand image as determined by Sponsor/Administrator, in their sole discretion. The Entry must not disparage Sponsor, persons or organizations associated with Sponsor, or any other person or entity.
- Entries must not reference any of Sponsor's competitors or any other third party.

Any Entry that violates any of the guidelines above or that is deemed inappropriate or containing unsuitable material, in Sponsor's sole discretion, may be disqualified.

Limit one (1) Entry per Organization per category during the Contest Period. By submitting an Entry, you represent that you are a legal resident of the 50 U.S., D.C. or Canada (excluding Quebec), who is the age of majority or older in your state/province of residence or older as of the date of entry, and are a representative with permission to enter on behalf of the Organization you are entering for.

Standard data fees/rates may apply. See your wireless provider for pricing plan details. Entries generated by script, macro or other automated means and entries by any means which subvert the entry process are void. All Entries become the sole property of the Sponsor and will not be returned.

4. **GRANT OF RIGHTS:** Once submitted, Entries cannot be modified by entrant. By submitting an Entry, each entrant gives permission (and warrants and represents that he/she has obtained all rights necessary from third parties to give such permission and grant the license herein described) to Sponsor, and each of their respective licensees, sublicensees, successors, and assigns (collectively, the “**Rights Holders**”), the exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, sublicensable right and license (including but not limited to, all intellectual property and proprietary rights including without limitation patents, trademarks, and copyrights) to use, perform, exhibit, edit, adapt, reproduce, replicate, manufacture, construct, tailor, distribute, sell, offer to sell, import and/or otherwise exploit the Entry, and the entrant’s likeness (both as depicted in the Entry and otherwise), name, voice and biographical information (including, but not limited to, city and state of residence), in any manner and in any and all distribution channels, venues, formats and media now or later known or developed (collectively, the “**License**”) without compensation (where permitted by law) and without review, approval or notice, to the extent permitted by law. The rights granted pursuant to the License shall also include, without limitation, the right to: (a) change, alter, distort, edit or revise the Entry, or any part thereof; and (b) make derivative works based on the Entry, or any part thereof. Entrant agrees to sign or cause the Organization to sign any documents required by Sponsor upon request (and without compensation) to confirm such License. Sponsor is not obligated to exercise any of the rights granted in these Official Rules. Entrant further agrees that (x) Sponsor does not owe him/her a duty of confidence (or fiduciary duty or the like) and that he/she has no expectation of privacy as to his/her Entry and (y) Sponsor has wide access to ideas, stories, designs and other literary/artistic materials submitted to it from outside sources or being developed by its own employees and that such ideas/stories/designs/literary/artistic materials may be competitive with, similar to (or even identical to) his/her Entry and that Sponsor shall have no liability to entrant or any third party in conjunction therewith.

Sponsor grants to each qualified entrant a limited, non-transferable, non-exclusive, non-sublicensable, revocable right to use its and/or its licensor's trademarks solely for purposes of and limited to their Entry submitted in this Contest; such right and License will automatically expire without further act of any party at the expiration of the Contest Period, unless specifically extended on an individual basis by Sponsor in writing in its sole discretion. Any other use of Sponsor’s and/or its licensors’ trademarks will be a violation of Sponsor’s or its applicable licensors’ intellectual property rights.

5. **PRIVACY:** Sponsor will be collecting personal data about Entrants, in accordance with its privacy policy. Please review the Sponsor’s privacy policy at <http://www.hillspet.com/en/us/legal-statement-and-privacy-policy>. By participating in the Contest, Entrants acknowledge that they have read and accepted Sponsor’s privacy policy and agree to Sponsor’s collection and usage of their personal information in accordance with its privacy policy.
6. **JUDGING:** Each submitted Entry will be judged immediately following the Contest Period by a panel of Sponsor-selected judges to determine the one (1) Category Prize winner of each category (Best Adoption Story, Best Emotional Story, Best Shelter Brand Awareness, Best Public Service Announcement) based on the following judging criteria: uniqueness of the Entry (25%), whether the Entry encourages action (25%), whether the Entry tells a compelling story (25%), and whether the Entry would positively impact the shelter community (25%). In the event of a tie, the Entry selected by the Sponsor’s U.S. Brand Manager, based on an equal weighting of the above criteria, will be deemed the winner.
7. **CATEGORY PRIZE WINNER NOTIFICATION:** The one potential (1) Category Prize winner for each category described above will be contacted via email by the Administrator and will be required to sign and return, via email, a Declaration of Eligibility & Liability Release, and where legal, a Publicity Release and Assignment of Rights within two (2) days of notification. If notification is not completed and returned within two (2) days or is returned as undeliverable or potential winner is not eligible, an alternate will be determined. Grand and First Prize winners may be required to complete additional paperwork, if requested. Canadian winners will be required to correctly answer, unaided a time-limited mathematical skill testing question to be administered by email.

8. **GRAND PRIZE WINNER DETERMINATION:** Sponsor will post the five (5) Category Prize winners' Entries to the Website and ask for people (who are legal residents of 50 US/DC/CA excluding QC, age of majority +) to vote for their favorite Entry from 12:00 a.m. ET on September 12, 2024 through 11:59 p.m. ET on September 26, 2024 ("**Voting Period**"). Eligible voters may vote one (1) time per day during the Voting Period. The Entry that receives the greatest number of valid votes by the end of the Voting Period will be determined the Grand Prize winner and the Entry that receives the second greatest number of valid votes by the end of the Voting Period will be determined the First Prize winner, subject to verification. In the event of a tie between two or more Entries, the Entry selected by the Sponsor's U.S. Brand Manager will be deemed the winning Entry. Please Note: Any attempt to use multiple accounts or other tactics to vote more than the stated limit may result in disqualification and all associated Entries and/or votes will be void. Entries or votes generated by script, macro, bot, commercial Contest subscription, vote-swapping sites, voting software, entering service sites or any other automated means and Entries or votes by any means that subvert the Entry/voting process or do not conform to the spirit of these Official Rules will void the Entry/votes and may disqualify the entrant. Entrants are prohibited from obtaining votes, and voters are prohibited from soliciting votes on behalf of entrants, by any fraudulent or inappropriate means, including, without limitation, offering prizes, payments or other inducements to members of the public (including, without limitation, offering to trade votes), as determined by Sponsor in its sole discretion, and all associated votes may be void and such entrants disqualified.
9. **PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"):** **Grand Prize (1):** USD \$20,000, awarded as a check and a trophy. The ARV of the Grand Prize is USD \$20,150. **First Prize (1):** USD \$10,000, awarded as a check and a trophy. The ARV of the First Prize is USD \$10,150. **Category Prize (5- 1 per category as described above):** 1,500lbs of Hill's Pet Nutrition pet food. The ARV of each Category Prize is USD \$4,500. Prizes will be awarded to the Organization associated with winning Entrant. All taxes related to the prizes are the sole responsibility of the Organization. No transfer, substitution or cash equivalent for any prize (or portion of prize) will be permitted, except at the sole discretion of the Sponsor, in such circumstance, an alternate prize of equal value will be awarded and the Sponsor's obligation to the winner will be fulfilled, and no other or additional compensation will be provided. Acceptance of prize constitutes permission for the Sponsor and its agencies to use winners' names (and winning the Organizations' name) and/or likenesses for purposes of advertising and trade without further compensation, unless prohibited by law.
10. **LIMITATIONS OF LIABILITY; RELEASE:** Indemnitees and the Released Parties (as described below) are not responsible for late, incomplete, misdirected, inaccessible Entries, Internet connections or email; or for any computer, telephone, wireless, satellite, cable, network, electronic, Internet or phone hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/website/use net/accessibility, availability, or traffic congestion, Internet contact, or any technical error, or program errors or malfunctions or unauthorized human intervention, or the incorrect or inaccurate capture of Entry or other information, or the failure to capture, or loss of, any such information, or for any human error, technical error or other error of any kind in connection with the offering or operation of the Contest. The Indemnitees and the Released Parties are not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Contest and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website (or any other website). If for any reason the Contest is not capable of running as planned (in whole or in part), as solely determined by Sponsor, including but not limited to by infection by computer virus, bugs, tampering, unauthorized intervention, fraud or technical failures that can corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest (in whole or in part). In such event, Sponsor shall judge the Entries received prior to cancellation based on the judging criteria above and (if voting is also cancelled), award the prizes in a manner which is fair, appropriate and consistent with the spirit of these Official Rules, as determined by Sponsor in its sole

discretion. The right is reserved by Sponsor to disqualify any individual found, at its sole discretion, to be tampering with the entry process or the operation of the Contest or website, to be acting in violation of the Official Rules, or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Indemnitees and the Released Parties are not responsible for any injury or damage to entrant's or any other person's computer/mobile phone or device related to or resulting from participation in or downloading (or uploading) any materials from this Contest. Entrants further agree not to knowingly damage or cause interruption of the Contest and/or prevent others from participating in the Contest. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE OR AN INDIVIDUAL OTHERWISE ATTEMPTS TO DEFRAUD SPONSOR, SPONSOR MAY DISQUALIFY ANY ENTRANT MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW. By submitting an Entry, to the fullest extent permitted by applicable law, each entrant releases and agrees to hold harmless each of the Indemnitees and all other companies involved in the development, operation or marketing of the Contest or the provision of any prize or any component of any prize, and the successors and assigns of each of the foregoing, and each of their respective the directors, officers, employees, shareholders, members, successors, assigns and agents of each of the foregoing (the "**Released Parties**") from and against any and all claims, causes of action and liabilities of any kind that the entrant ever had, now has or might in the future have arising out of or relating to the Contest, participation in the Contest, the acceptance, receipt or use of prizes or any component thereof and/or any use of the entrant's name, likeness, voice and/or biographical information, any statement attributed to the entrant and/or any Entry or any component thereof, including without limitation any and all claims, causes of action and liabilities, including those (a) relating to any personal injury, death or property damage or loss sustained by any entrant or any other person, (b) based upon any allegation of violation of the right of privacy or publicity, copyright infringement, misappropriation, defamation or violation of any other personal or proprietary right or (c) or based upon any allegation of a violation of any law, rule or regulation relating to personal information or data security. Each entrant agrees not to assert any such claim or cause of action against any of the Released Parties.

11. **ADDITIONAL CONDITIONS:** By participating, entrants agree to be bound by and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. By participating in this Contest, entrant agrees to release and hold harmless Indemnitees and the Released Parties from any and all actions, claims, injury, loss or damage (whether due to negligence or otherwise) to person(s), including death, and property or breach or failure or any representation of warranty arising in any manner, directly or indirectly, from participation in this Contest and/or from the acceptance, misuse or use of a prize.

SPONSOR MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF THE PRIZES, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. **DISPUTES:** The Contest and the Official Rules shall be exclusively governed by and construed in accordance with the laws of the state of Kansas, without regard to conflicts of law provisions. Entrants submit to exclusive personal jurisdiction in Kansas and agree that any dispute shall be brought in the state courts located in Johnson County Kansas or federal courts located in Kansas City, Kansas. You agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with the Contest or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Kansas; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorney's fees; and (c) notwithstanding the foregoing, you waive the right to claim any damages, whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages.

13. **SPONSOR/ADMINISTRATOR:** The Sponsor of the Contest is Hill's Pet Nutrition, Inc., P.O. Box 148, Topeka, KS 66601 USA. The Administrator of the Contest is Don Jagoda Associates, Inc., 100 Marcus Drive, Melville, New York 11747 USA.
14. **WINNERS:** To receive a Winner List by email, send an email to: winners@dja.com with The Association's Wagsies Video Awards sponsored by Hill's Pet Nutrition (10-2726-25) as the subject line. Requests must be received by November 30, 2024.