

## The Association's Wagsies Video Awards sponsored by Hill's Pet Nutrition

### Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

The Hill's Pet Nutrition "The 2023 Association's Wagsies Video Awards sponsored by Hills Pet Nutrition" ("Contest") may only be entered by animal welfare or humane organizations (including, but not limited to, animal shelters, spay/neuter clinics, municipal animal care and control, and rescue organizations) located in: (i) the 50 United States or the District of Columbia; or (ii) Canada (the "Entrants"). Entries originating from any other jurisdiction or by any Entrant that does not meet these criteria are not eligible for entry. This Contest is governed exclusively by the laws of the United States and Canada. You are not authorized to participate in the Contest if you are not located within the United States or Canada. Subject to all applicable federal, state, provincial/territorial, and local laws and regulations. Void where prohibited by law. This Contest is sponsored by Hill's Pet Nutrition, Inc. ("Sponsor"), in partnership with The Association for Animal Welfare Advancement ("The Association").

**1. How to Enter.** Each Contest submission shall consist of a promotional video in the format specified in Section 3 of these Official Rules. To enter the Contest, an eligible Entrant must enter through its authorized representative who must: (a) be a legal resident of the United States or Canada; (b) be over the age of 18 or the legal age of majority in their jurisdiction of residence (whichever is greater); (c) reside in the United States or Canada during the Contest Period and at the time of fulfillment; (d) have permission from the Entrant to participate in the Contest on behalf of the Entrant; and (e) have the authority to legally bind the Entrant, as more fully described below, (f) must go to its designated Contest Site (as that term is defined below), read the Official Rules, complete the online entry form (including the title of the entry, organization name, and contact email address of the organization's authorized representative submitting the entry), (g) follow the instructions to confirm that the authorized representative has read and agreed (both on your own behalf and on behalf of the Entrant) to be legally bound by the Official Rules, (h) follow the instructions to upload a Contest submission, and click the "submit" button. The Contest Site for Entrants for both annual budget sizes is here <https://forms.gle/ocUm1xyhd3kXEGZs5>

Each Entrant's and authorized representative's entry information, together with the accompanying video, shall be collectively referred to herein as a "Submission." Submissions must comply with the Guidelines and Restrictions defined below. Subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Quebec, Sponsor reserves the right to cancel or modify this Contest in the event an insufficient number of entries are received that meet the minimum judging criteria. Each Entrant may make multiple Submissions, but each Submission must be unique, i.e. an Entrant cannot submit the same, or substantially the same, Submission more than one (1) time, and no more than one (1) Submission per Entrant may be selected as a Finalist.

**By entering, the authorized representative of each Entrant (both on their own behalf and on behalf of the Entrant) warrants and represents the following with respect to each of the Entrant's Submissions: (a) the individual making the Submission on behalf of Entrant is an**

**authorized representative of Entrant and has the full right and authority to act on behalf of Entrant in all matters related to the Contest; (b) Entrant is the sole and exclusive owner of the Submission; (c) the Submission is Entrant's own creation; (d) the Submission will not infringe on any rights of any third parties; and (e) any third parties appearing in the Submission have given Entrant appropriate consent to be filmed or photographed and for the applicable video or photograph submissions to be used as permitted herein. Sponsor reserves the right to request third-party releases from any third party included in any Submission at any time. Failure to produce fully executed third-party releases (if applicable) may result in disqualification of the Submission, in Sponsor's sole and absolute discretion.**

Providing a Submission constitutes Entrant's grant to Sponsor of a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including but not limited to on any and all Internet media, including Sponsor's web sites and properties and on social networking sites (i.e., Facebook, YouTube, Twitter etc.), for any legal purpose whatsoever. Further, providing a Submission constitutes Entrant's waiver of all moral rights in and to such Submission in favor of the Sponsor and anyone authorized by the Sponsor to use such Submission.

All Entrants must have a valid email address. No automated entry devices and/or programs permitted. All entries, including Submissions, become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

**2. Start/End Dates.** The contest begins at **12:00:01 a.m. Central Time on June 13, 2023**, and ends at **11:59:59 p.m. Central Time on June 25, 2023** ("Contest Period"). The Contest Period schedule is as follows:

- **SUBMISSION PERIOD:** The Submission period begins at **12:00:01 a.m. Central Time on June 13, 2023**, and ends at **11:59:59 p.m. Central Time on June 25, 2023**.
- **PUBLIC FINALIST VOTING PERIOD:** Public finalist voting period begins at **12:00:01 a.m. Central Time on September 12, 2023**, and ends at **11:59:59 p.m. Central Time on September 26, 2023**.

**3. Eligibility.** Participation open only to animal welfare or humane organizations located in: (a) the fifty United States or the District of Columbia; or (b) Canada, who are represented by a legal resident of the United States or Canada who: (i) is located in the fifty United States, the District of Columbia or Canada during the Contest Period and at the time of fulfillment; (ii) is over the age of 18 or the legal age of majority in their jurisdiction of residence (whichever is greater) as of date of entry; (iii) has permission from the Entrant to participate in the Contest on behalf of the Entrant; and (iv) has the authority to legally bind the Entrant as more fully described below. Void outside of the 50 United States, the District of Columbia and Canada, and where prohibited, taxed or restricted by law. Employees, officers and directors of the Sponsor, its parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors

of Contest materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. You are not authorized to participate in the Contest if you are not located within the 50 United States, the District of Columbia or Canada. All federal, state, provincial/territorial and local laws and regulations apply.

**4. Submission Guidelines and Content Restrictions:** By entering, the authorized representative of each Entrant (both on their own behalf and on behalf of the Entrant) agrees that his or her Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the “Guidelines and Restrictions”) and that Sponsor, in its sole discretion, may remove any Submission and disqualify an Entrant from the Contest if it believes, in its sole discretion, that the Entrant’s Submission fails to conform to the Guidelines and Restrictions.

**Submission Guidelines:**

- All Submissions must be in mov or mp4 format.
- All Submissions must be in English or French.
- All Submissions must be at least 720 x 480 pixels large
- All Submissions and have a file size of less than 10 GB

**Content Restrictions:**

- The Submission must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- The Submission must not in any way disparage Sponsor or any other person or party;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations of the United States, Canada or of any jurisdiction where Submission is created.
- The Submission cannot promote illegal drugs or firearms (or the use of any of the foregoing), or any activities that may appear unsafe, illegal or dangerous, or any particular political agenda or message;
- The Submission must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Contest.

The authorized representative of each Entrant acknowledges that other Entrants may have used ideas and/or concepts in their Submission that may be similar in idea or concept to what is included in Entrant’s Submission. Further, the authorized representative of each Entrant understands and agrees (both on their own behalf and on behalf of the Entrant) that neither he/she nor the Entrant shall have any claim against any other Entrant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

Sponsor's decisions are final and binding in all matters relating to this Contest, including, but not limited to, interpretation and application of the Guidelines and Restrictions and these Official Rules. By entering the Contest, the authorized representative of each Entrant fully and unconditionally agrees (both on their own behalf and on behalf of the Entrant) to be bound by these Official Rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

**5. Professional Choice Award Judging/Judging Criteria.** All Submissions will be judged by a panel of judges that have the required knowledge and experience to apply the judging criteria. All Submissions will be judged based on the following equally weighted judging criteria: (a) uniqueness of the Submission, (b) whether the Submission encourages action, (c) whether the Submission tells a compelling story, and (d) whether the submission would positively impact the shelter community. Judges will select two (2) winners: (i) one (1) winner from the pool of Submissions with an annual budget of less than \$2 million; and (ii) one (1) winner from the pool of Submissions with an annual budget of \$2 million or more. In the event of the need to break a tie between two or more Submissions to select the winner, the Submission selected by the Sponsor's U.S. Brand Manager, based on an equal weighting of the above criteria, will be deemed the winner.

**6. Public Choice Award.**

a. **Finalist Selection Criteria.** All Submissions will be judged by a panel of judges that have the required knowledge and experience to apply the judging criteria. All Submissions will be judged based on the following equally weighted judging criteria: (a) uniqueness of the Submission, (b) whether the Submission encourages action, (c) whether the Submission tells a compelling story, and (d) whether the submission would positively impact the shelter community. Judges will select six (6) finalists (collectively, "Finalists" and each individually, a "Finalist") to be entered into a "Public Finalist Voting Period." No more than one (1) Submission per Entrant may be selected as a Finalist Submission. In the event of the need to break a tie between two or more Submissions to select the Finalists, the Submission selected by the Sponsor's U.S. Brand Manager, based on an equal weighting of the above criteria, will be deemed the Finalist. Prior to the beginning of the Public Finalist Voting Period, each Finalist's authorized representative will be required to sign and return, both on their own behalf and on behalf of the applicable Finalist, an Affidavit of Eligibility, Liability/Publicity Release and/or other rights transfer document. Additionally, the authorized representatives of the Finalists may be required to submit releases from any and all third parties appearing in the Finalists' respective Submissions. Should a Finalist's authorized representative fail to meet these requirements, such Finalist will be disqualified and the Entrant with the next highest number of votes will be eligible to become a Finalist (time-permitting).

b. **Public Finalist Voting Period.** After the six (6) Finalists are chosen and confirmed by the Sponsor, the Finalist Submissions will be posted in a gallery on <https://www.hillspet.com/psa> (the "Finalist Page") to be voted on by the public during the public voting period ("Public Finalist Voting Period"), which begins at **12:00:01 a.m. Central Time on September 12, 2023**, and ends at **11:59:59 p.m. Central Time on September 26, 2023**.

Voters must reside in the United States or Canada at the time of voting. Voters can vote for a Submission by clicking on the Submission of their choice on the Finalist Page based on the following public voting criteria: (a) uniqueness of the Submission, (b) whether the Submission encourages action, (c) whether the Submission tells a compelling story, and (d) whether the submission would positively impact the shelter community. Limit one (1) vote per person per day (defined as a 24-hour period) of the Public Finalist Voting Period. Any attempt by any voter to submit more than the stated number of votes by using multiple/different email addresses, identities or any other method will void that voter's vote(s). The use of robotic or automatic devices for voting is prohibited, and Sponsor reserves the right to nullify any and all such votes and to disqualify from voting the responsible individual. Entrants are prohibited from obtaining votes by any fraudulent or inappropriate means, including engaging in vote-farming or vote-exchanges or offering prizes or other inducements to members of public, as determined by Sponsor, in its sole discretion, and Sponsor reserves the right to nullify any and all such votes and to disqualify from Contest the responsible Entrant. The Submission with the highest numbers of eligible votes (as determined by the Sponsor in its sole discretion) at the end of the Public Finalist Voting Period will be deemed the potential winner (subject to confirmation). In the event of the need to break a tie between two or more Submissions to select the winning Finalists, the Finalist Submission selected by the Sponsor's U.S. Brand Manager, based on an equal weighting of the above criteria, will be deemed the winning Finalist.

All votes are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole discretion, to require proof (in a form acceptable to the Sponsor): (i) for the purposes of verifying the eligibility and/or legitimacy of any vote entered (or purportedly entered) for the purposes of this Contest; and/or (ii) for any other reason the Sponsor deems necessary, in its sole discretion, for the purposes of administering this Contest in accordance with the Sponsor's interpretation of the letter and spirit of these Official Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification of the applicable vote(s) that cannot be verified to the complete satisfaction of the Sponsor.

**IMPORTANT NOTE: JUST BECAUSE A NUMBER OF VOTES MAY APPEAR ON A CONTEST LEADERBOARD OR OTHERWISE DOES NOT MEAN THAT THE ENTRANT ASSOCIATED WITH THOSE VOTES IS OR WILL BE A WINNER. ANY OR ALL VOTES MAY BE VERIFIED BY THE SPONSOR IN ITS SOLE DISCRETION AT ANY TIME AND FOR ANY REASON. ANY SUCH PUBLIC DISPLAY OF VOTES IS FOR ENTERTAINMENT PURPOSES ONLY. ONLY THE SPONSOR CAN DEEM AN ENTRANT TO BE AN ELIGIBLE WINNER.**

7. **Notification.** Winners will be selected at the end of the Contest on or about October 10, 2023. Once winners are chosen and confirmed in accordance with these Official Rules, Sponsor will announce the winners on or about November 15, 2023 via Sponsor's Facebook page and at the annual The Association of Animal Welfare Advancement Conference Luncheon on November 15, 2023. There will be a trophy and a cash prize given to the winners.

On or about October 10, 2023, the authorized representatives of the potential winner(s) will be notified by e-mail sent to the e-mail address provided in their Submissions and will be required to sign and return, both on their own behalf and on behalf of the potential winner(s), where legal, an

Affidavit of Eligibility, Liability/Publicity Release and/or rights transfer document within ten (10) calendar days of prize notification. Additionally, the authorized representative of each potential winner may be required to submit releases from any and all third parties appearing in their respective Submissions. If the authorized representative of any potential winner cannot be contacted within five (5) calendar days of first notification attempt, if any potential winner rejects the prize or in the event of noncompliance with these Official Rules and requirements, such prize will be forfeited and may, in the sole and absolute discretion of the Sponsor, be awarded to an alternate Submission in accordance with the applicable procedures outlined in these Official Rules. Upon prize forfeiture, no compensation will be given.

**FOR RESIDENTS OF CANADA ONLY:** Additionally, the authorized representative of a potential winning Entrant will be required to correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of release). If the authorized representative of a potential winning Entrant from Canada cannot fail to correctly answer the skill-testing question, the prize will be forfeited and may, in the sole and absolute discretion of the Sponsor, be awarded to an alternate Submission in accordance with the applicable procedures outlined in these Official Rules.

**8. Prize.** The Professionals' Choice Award will be granted to two (2) winners: one (1) winner with an annual budget of less than \$2 million and one (1) winner with an annual budget of \$2 million or more. The Public Choice Award will be granted to one (1) winner. A trophy will be presented for each winner. In addition to the trophy, a monetary prize will be awarded. \$1,500 to each winner of The Professionals' Choice Award. \$3,000 will be awarded to The Public Choice Award winner. The approximate Retail Value ("ARV") of the trophy is \$111.88 USD. Prizes are non-transferable. No substitutions. All unspecified expenses are the responsibility of winner(s).

**9. Conditions.** Submissions may be cut, edited, reformatted, rearranged, combined with other materials and/or otherwise modified for Sponsor's use, in Sponsor's sole and absolute discretion. Any and all federal, state, provincial/territorial and local taxes are the sole responsibility of the winners. Participation in Contest and/or acceptance of prize constitutes each winner's permission for Sponsor to use its Submission; name; address (city and state/province/territory); the name, voice, photograph, or other likeness of any person appearing in the Submission; and/or any statements made by each winner or its representatives regarding the Contest or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, the authorized representative of each Entrant agrees (both on their own behalf and on behalf of the Entrant) to release and hold harmless Sponsor, The Association, and each of their respective advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action. Entrants who do not comply with these Official

Rules, or attempt to interfere with this Contest in any way shall be disqualified. The sponsor is not responsible if Contest cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism or any other cause beyond Sponsor's reasonable control.

**10. Additional Terms.** Any attempted form of entry other than as set forth in Section 1 above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. In the event of a dispute as to any Submission, the authorized account holder of the email address used to enter the Contest may be required to show proof of being an authorized account holder and of their authorization to enter the Contest on behalf of the applicable Entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each Entrant may be required to show proof of being an authorized account holder. The Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry or voting information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter or otherwise participate in the Contest, including any injury or damage to participant's or any other person's computer or other device relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to cancel, terminate, modify, extend or suspend this Contest should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Sponsor will select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest Site. Sponsor may prohibit an Entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants or Sponsor representatives.

*CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.*

**11. Limitation of Liability; Disclaimer of Warranties.** IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE CONTEST SITE AND/OR ENTRY IN THE CONTEST, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES

ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**12. Disputes; Governing Law.** To the fullest extent permitted by law, the parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. Any controversy or claim arising out of or relating to these Official Rules and/or the 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 Kansas.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KANSAS WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in the state of Kansas. The parties agree not to raise the defense of forum non conveniens.

For Quebec residents: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

**13. Severability.** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

**14. Use of Data.** Sponsor will be collecting personal data about Entrants and their representatives online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <https://www.hillspet.com/privacy-policy>. By participating in the Contest, Entrants and their representatives hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.



- 15. List of Winners.** To obtain a list of winners, visit the Hill's Pet Nutrition Facebook page at <https://www.facebook.com/HillsPet/> or <https://www.hillspet.com/psa>, where the winner list will be posted after confirmation is complete and until January 3, 2024.
- 16. Sponsor.** Hill's Pet Nutrition, Inc., Topeka, KS 66603.
- 17. Trademark.** Hill's is a trademark of Hill's Pet Nutrition, Inc.