CAMP BOW WOW® NATIONAL DOG DAY 2020 CONTEST ("Contest") OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

THESE OFFICIAL RULES ("RULES") ARE A LEGALLY BINDING AGREEMENT BY AND BETWEEN YOU ("YOU" OR "CONTESTANT") AND SPONSOR (AS DEFINED BELOW) AND GOVERN YOUR PARTICIPATION IN THE CONTEST. ONLY INDIVIDUALS WHO CAN FORM LEGALLY BINDING CONTRACTS UNDER APPLICABLE LAW MAY ENTER THIS CONTEST. YOUR ENTRY INTO THE CONTEST WILL BE DEEMED A REPRESENTATION THAT YOU HAVE REACHED THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE UPON ENTRY INTO THE CONTEST.

The Contest is sponsored by Camp Bow Wow Franchising, Inc., 7577 West 103rd Ave, Unit 209, Westminster, CO 80021 ("Sponsor")

1. **CONTEST PERIOD:** The Contest begins at 8:00:00 AM MT on Wednesday, August 26, 2020 and ends 11:59:59 p.m. MT on Wednesday, August 26, 2020 (the "Contest Period"). The computer and website of Sponsor is the official time and record keeping device of the Contest. There will be 1 winner, and they will be announced on Friday, August 28, 2020.

2. ELIGIBILITY: The Contest is open to legal residents of the 50 United States and the District of Columbia and Canada (excluding Quebec) who have reached the age of majority in their jurisdiction of residence as of the date of entry. Any pets entered must be alive as of the date of entry. Employees, officers, directors and agents of the Sponsor or its franchisees, or other parties involved in any aspect with the creation, production, operation, execution and fulfillment of the Contest and the immediate family members (parent, child, sibling or spouse of any of the foregoing) and household members of such individuals (whether related or not) are not eligible to participate. No groups, clubs or organizations may participate in this Contest or submit entries on behalf of a group, club or organization. Limit one Grand Prize per person. Contestants must own or be the legal guardian of each pet that contestant submits as part of an entry. Previous Camp Bow Wow® Grand Prize Winners and any person domiciled in their households are not eligible for the Grand Prizes.

3. **HOW TO PARTICIPATE:** Contestants may enter by logging into Facebook and going to Sponsor's Facebook webpage at <u>www.Facebook.com/campbowwow</u>. If you do not already have a Facebook account, you may create one for free at <u>www.facebook.com</u>. Once at Sponsors Facebook webpage, there will be one question posted for the duration of the National Dog Day 2020 Contest. The question will ask participants to submit their dog's story (i.e. adoption story, a story of how their dog provides comfort or service). (i) To participate, simply leave a comment on the corresponding Facebook post with your answer. (ii) Sponsor will choose the winner at random.

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH FACEBOOK. You understand that you are providing your information to Sponsor and not to Facebook. You agree to release Facebook from any and all liability related to this Contest.

4. **CONTEST SPECIFICATIONS:** By entering the Contest and subject to Section 13, you agree that Sponsor may post your entry or your copy, or any part thereof, in its retail stores or any other promotional or media outlets, including but not limited to, the World Wide Web. Sponsor does not guarantee the posting of

any photo or information. Subject to Section 13, you understand that your name and biographical data (as entered on the entry form or as provided on Facebook subject to your privacy settings) may also be posted on social media by Sponsor, in its retail stores or any other promotional or media outlets in connection with the Contest and used by Sponsor or any of its affiliates for the purpose of demographic studies, marketing research, third party vendor product and service development, contact information and promotions. By providing your personal information, you agree that we have the right to collect, use and disclose this information as described above and for any other lawful purpose, including any other purpose for which you have consented.

5. **ANSWER RESTRICTIONS:** No answer entry may contain, as determined by Sponsor, in its sole discretion, any content that:

- Is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous;
- Is obscene or offensive; endorses any form of hate or hate group;
- Defames, misrepresents or contains disparaging remarks about Sponsor or its franchisees, or its products or services or other people, products or companies;
- Contains trademarks, logos or trade dress (such as distinctive packaging or phraseology) owned by any entity;
- Contains copyrighted materials owned by any entity (including photographs and other works of art or images);
- Contains any personal identification, such as images of individuals, personal names, street or email addresses, or phone numbers other than Sponsor;
- Violates or encourages the violation of any law, rule or regulation;
- Contains materials embodying the names, likenesses or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead;
- Promotes any particular political party, agenda or message;
- Depicts animal cruelty; and/or
- Communicates messages or images inconsistent with the positive image and/or goodwill to which Sponsor wishes to associate.

Subject only to rights in your personal data, all entries become the property of Sponsor and will not be returned or acknowledged. You will take all further acts necessary to effectuate the intent of these Rules, including, without limitation, executing and delivering to Sponsor, all such agreements, contracts and any other documents to confirm Sponsor's ownership of the entries.

6. **ANSWERING:** The general public may participate and guess the answer that best depicts National Dog Day 2020 Contest by going to <u>www.facebook.com/campbowow</u>. Each person may answer only one (1) time per day during the Contest Period. All answers must be cast from inside the United States or Canada (as applicable) as determined by IP address. Participants are prohibited from obtaining answers by any fraudulent or inappropriate means, including, but not limited to, using websites designed to obtain votes for contests, offering prizes or other inducements to members of the public, as determined by Sponsor in its sole discretion.

For each question, the participant who answered correctly will be the "Winner" during the Contest Period. In the event of a tie, Sponsor will select a "Winner" at random from the pool of those who answered the question correctly.

- 7. **ODDS OF WINNING:** Odds of winning depend on the total number of eligible entries received.
- 8. GRAND PRIZE: One (1) Winner will win a credit worth up to USD\$100 to be applied towards five days of Day Care service provided at a Camp Bow Wow® location. Once a Prize is redeemed, the credit must be used within 30 days. Credit cannot be carried over or applied to any future 30-day period and any unused credit at the end of the 30 day period will be forfeited unless, prior to the expiry of the 30-day period, the Winners purchases a package from Sponsor for services to be used at a future date. The Prizes may not be transferred or credited if the Grand Prize Winner chooses not to use the Prize. If there are no Camp Bow Wow® locations within 50 miles of the Winner's residence, the Winner will receive a USD\$38.50 Visa® gift card. If redeeming the Grand Prize at a Camp Bow Wow® location, all conditions of participation at a Camp Bow Wow® must be satisfied, including without limitation, required vaccinations, temperament and spay or neutering. The Winners must complete a "Camper Application" and execute any required waivers of liability. A Winner's dog must pass the interview process if going to a Camp Bow Wow[®] location in order to use the Prize. Reservations may be required to redeem the Grand Prize and space is not guaranteed. Also, if a Prize Winner is a resident of Canada, in order to win and receive the Prize he/she must also first correctly answer, unaided and without mechanical or electronic assistance, a time-limited mathematical skill-testing question administered by telephone. Prize Winner will be notified by email or direct message and will be given instructions on how to claim his/her Prize. Three (3) attempts will be made to contact the Prize Winner within a five (5) day period. Prize Winner will be required to sign and return an Affidavit and Release Form within fourteen (14) days of notification or prizes will be forfeited. If the Prize Winner fails to respond within the five (5) day period, or if an e-mail or direct message attempt is consistently returned as undeliverable, or if the Prize Winner cannot accept or receive the Prize for any reason within fourteen (14) days, or s/he is not in compliance with these Rules (including, for Canadian residents, the skill testing question has not been correctly answered in the time allotted), the Prize will be forfeited.

9. **GENERAL:** No cash substitutions will be provided for any prize. No transfer of any prize to a third party is permitted. Each winner will be solely responsible for paying all applicable federal, state and local taxes on prizes. If applicable, winners may receive an IRS Form 1099 or a W8 form, if the winner is a Canadian resident, for the prize retail value. All Registered Trademarks and logos used in conjunction with this Contest are the intellectual property of their respective owners and are used by permission.

10. LIMITATIONS OF LIABILITY: No responsibility or liability is assumed by the Sponsor for technical problems or technical malfunctions arising in connection with any of the following occurrences which may affect the operation of the Contest; hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers or hosts; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Contest in whole or in part for any reason; traffic congestion on the Internet or Facebook, Twitter or Instagram; unauthorized human or non-human intervention of the operation of any account used in connection with the Contest. Sponsor is not responsible for any typographical errors in the announcement of prizes or these Rules, or any inaccurate or incorrect data contained on Facebook, Twitter or Instagram, including without limitation, the number of entries received in any particular account, or any personal injury or property damage or losses of any kind

which may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, or use of or download of any information from the Internet. Use of the Internet, Facebook, Twitter and Instagram is at your own risk. Without limiting the foregoing, everything on the Facebook, Twitter and Instagram sites are provided "as is" without any warranties or conditions of any kind, either express or implied, including but not limited to, the implied warranties and conditions of merchantability, fitness for a particular or general purpose or non-infringement, except as otherwise stipulated in their respective terms of use. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties and conditions; check your local laws for any restrictions regarding these limitations or restrictions. ALL WINNERS, ON BEHALF OF THEMSELVES, THEIR EXECUTORS, HEIRS AND ASSIGNS, BY ACCEPTANCE OF A PRIZE, AGREE TO RELEASE SPONSOR, AND ITS ADMINISTRATORS, FROM ANY AND ALL LIABILITY, CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER FOR INJURIES, DAMAGES OR LOSSES OF ANY KIND TO PERSONS OR PROPERTY WHICH MAY BE SUSTAINED IN CONNECTION WITH THE PRIZE, USE OR MISUSE OF THE PRIZE OR WHILE PREPARING FOR, PARTICIPATING IN OR TRAVELING TO AND/OR FROM ANY PRIZE-RELATED ACTIVITY IN CONNECTION WITH THE CONTEST OR OTHERWISE.

11. **MODIFICATION:** Sponsor reserves the right, at its sole discretion, to modify, cancel, postpone, delay, suspend and/or terminate this Contest in whole or in part in the event that the Contest is not capable of running as planned or as intended by these Rules by reason of any of the technical or other disabling causes or other causes that, in the sole discretion of the Sponsor, impair, corrupt or interrupt the administration, fairness, security or integrity or proper play of the Contest, including without limitation hurricane, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, war, terrorist threat or activity or insurrection. In such event, Sponsor may, in its sole discretion: (a) postpone and/or reschedule and/or modify the Contest, or (b) cancel the Contest in its entirety. In the event of cancellation, Sponsor shall award the prizes (or a prize of substantially similar value), through a process deemed fair and equitable by Sponsor, and Sponsor shall have no further liability to you in connection with the Contest. In the event Sponsor cancels the contest prior to the end of the Contest Period, Sponsor shall award the Grand Prize (or a prize of substantially similar value), through a process deemed fair and equitable by Sponsor, and Sponsor shall have no further liability to you in connection with the Grand Sponsor shall have no further liability to any contestant in connection with the Contest. In no event will Sponsor shall have no further liability to any contestant in connection with the Contest. In no event will Sponsor be obligated to award more prizes than the number of prizes stated in these Rules.

12. CONDITIONS OF PARTICIPATION: All contestants agree to be bound by these Official Rules and the decisions of Sponsor, whose decisions in all aspects of this Contest shall be final and binding. This Contest is governed by laws of Colorado and you hereby submit to the jurisdiction and venue of Denver, CO for resolution of all claims and disputes. Sponsor may, at its sole discretion, disqualify a contestant from participating in any aspect of Contest if Sponsor deems or suspects that such person has engaged in or has attempted to engage in any of the following: (a) acting in violation of these Rules or the terms and conditions of the Site; or (b) damaging, tampering with or corrupting the operation of the Contest; or (c) acting with intent to annoy, harass or abuse any other person; or (d) use of any automated bot, script or other robotic, mechanical, programmed or automated devices to submit data to the voting site; or (e) repeated attempts to submit multiple entries, as determined by Sponsor; or (f) any unsportsmanlike, inappropriate, uncooperative, disruptive, fraudulent, potentially fraudulent, or unusual behavior or activity; or (g) activity deemed in the sole discretion of Sponsor to be generally inconsistent with the intended operation of the Contest. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR CORRUPT THE SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW.

13. **CONSENT:** Contest winners must grant to Sponsor and its affiliates, the unconditional and irrevocable right, without any further compensation, consideration, notice, review or consent, to use, exhibit and publish, in any medium now known or hereinafter known at any time throughout the world, the following: Contestant's name, geographic location (city and state/province), image, photo, likeness, voice, biographical information, and statements or captions, and contestant's pet's name, type, image, photo, and likeness for advertising, publicity, trade and public relations purposes, to the extent permitted by law. If Contestant wishes to restrict Sponsor's use of such information, Contestant may notify Sponsor at the address listed in these Rules.

14. **WINNERS LIST:** For a list of prize winners, send a written request before September 1, 2020 to: CAMP BOW WOW® National Dog Day 2020 Contest Winner, 7577 West 103rd Ave, Unit 209, Westminster, CO 80021. Vermont residents may omit postage.