### **Official Contest Rules**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

## 1. Eligibility

Ideal Pet Products' "Caption This! Photo Contest" (the contest) is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old are the time of entry. Employees of Ideal Pet Products and other companies associated with the promotion of the contest, and their respective parents, subsidiaries, affiliates, and advertising and promotion agencies, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The contest is subject to federal, state, and local laws and regulations.

# 2. Sponsor

The contest is sponsored by Ideal Pet Products, located at 24735 Avenue Rockefeller, Valencia CA 91355.

# 3. Agreement to Official Rules

Participation in the contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

### 4. Contest Period

The contest begins on January 25, 2018 at 12:00pm PST and ends on February 25, 2018 at 11:59am PST (the contest period). Entries that are submitted before or after the contest period will be disqualified. Submissions will be accepted for the duration of the contest using any of the following methods: online.

### 5. How to Enter

Online: This method of entry will be available by visiting our website (https://www.idealpetproducts.com/caption-this-contest/)

Limit one (1) entry per person, per e-mail address, and per household for the duration of the contest period, regardless of method of entry. Entries received from any person, e-mail address, or household in excess of the stated limitation will be void. All entries become the property of the sponsor and will not be acknowledged or returned.

## 6. Prize Drawing

On or about February 25, 2018 the sponsor will select potential winner(s) in a random drawing from among all eligible entries received.

The sponsor will attempt to notify the potential winner via telephone or e-mail on or about February 25, 2018. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries.

#### 7. Winner Notification

The potential winner(s) will be notified by e-mail, mail, or telephone. Each potential winner (parent/legal guardian if a minor in his/her state of residence) will be required to complete, electronically sign, and submit a Declaration of Compliance form within five (5) days of the dated notice being or attempting to be sent in order to claim his/her prize. If a potential winner cannot be contact or fails to submit the Deceleration of Compliance within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits prize. If the potential winner is at least eighteen (18), but still considered a minor in his/her jurisdiction of residence, the sponsor reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance on the potential winner's behalf and fulfill any other requirements imposed on winner set forth herein. Potential winners must continue to comply with all terms and conditions of these Official Rules. Winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, the sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately eight (8) to ten (10) weeks after the conclusion of the contest.

#### 8. Prizes

(1) Winner will receive one \$50 Starbucks gift card.

### 9. General Conditions

In the event that the operation, security, or administration of the contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention, or other technical problems, or in the event the contest is unable to run as planned for any other reason, as determined by the sponsor in its sole discretion, the sponsor may, in its sole discretion, either (a) suspend the contest to address the impairment and then resume the contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the contest and, in the event of termination, award the prize at random from among the eligible, nonsuspect entries received up to the time of the impairment. The sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the contest may be a violation of criminal and civil law, and, should such an attempt be made, the sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

## 10. Release and Limitations of Liability

By participating in the contest, entrants agree to release and hold harmless the sponsor and each of their respective parents, subsidiaries, affiliates, advertising, and promotion agencies, other companies associated with the contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the released parties) from and against any claim or cause of action arising out of participation in the contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility, or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the contest; (c) mechanical, network, electronic, computer,

human, printing or typographical errors; (d) application downloads; (e) any other errors or problems in connection with the contest, including, without limitation, errors that may occur in the administration of the contest, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application, the processing of entries application downloads, or in any contest-related materials; or (f), injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any case of action, the related parties liability will be limited to the cost of entering and participating in the contest, and in no event shall the entrant be entitled to receive attorneys fees. Released parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

# 11. Disputes

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in California. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the sponsor in connection with the contest, shall be governed by, and construed in accordance with, the laws of California, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than California.

#### 12. Privacy

Information collected from entrants is subject to the sponsor's privacy policy.

### 13. Winner List

To request the name of the winner, send an email to updates@counterintuity.com.