By participating in the Contest, each Entrant (as defined below) fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Best Friends Group. ("Sponsor") or its designee (including, without limitation, decisions regarding eligibility of entries, judging of entries, selection of prize winners, and the awarding of prizes), which decisions are final and binding in all respects.

This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook. You are providing your information to Sponsor and agencies acting on its behalf with regard to this promotion, and not to Facebook, Instagram, or Twitter. Please see the "Entry Guidelines" section below for details regarding the use of personal information collected in connection with this Contest.

- i. The "Show Us Your Fandom! Costume Contest" (the "Contest") is open only to individuals who, as of the date of entry, are permanent legal residents of the fifty (50) United States or the District of Columbia (excluding residents of Arizona, Rhode Island, Florida, and New York), and are at least twenty-one (21) years of age. Void where prohibited by law and in any location outside the fifty (50) United States and the District of Columbia. Employees of Sponsor, its subsidiaries, affiliates, and divisions, and the immediate family members (defined as parents, spouses, children, siblings, grandparents, grandchildren and their respective spouses, whether by current marriage, past marriage, adoption or as in-laws) or members of the same household (whether related or not) of each such employee are NOT eligible to enter or win. For the purpose of the Contest, the entrant ("Entrant") is the natural person who completes the entry in accordance with the instructions set forth in these Official Rules.
- 2. The Contest will run in:
  - Facebook: Beginning May 1, 2017 at 12:00 p.m. Pacific Standard Time ("PST") and ends May 13, 2017 at 12:00 a.m. PST for posting photos eligible for the contest. Voting Begins May 1, 2017 at 12:00 p.m. Pacific Standard Time ("PST") and ends May 13, 2017 at 12:00 a.m. PST. Sponsor's computer is the official time-keeping device for the Contest.
    - i. <u>HOW TO ENTER.</u> No purchase is necessary to win, and purchase does not improve likelihood of winning. Void where prohibited by law. Enter by: Tag or email a photo of your dog or cat wearing their Halloween costume via Best Friends Pet Care Inc. Facebook, Twitter or Instagram for a chance to win a Free Play & Stay Weekend Best Friends Gift Certificate. The Best Friend's Gift Certificate entitles your dog to a FREE Play & Stay weekend which includes two nights of boarding.
    - ii. Limit of one entry per person. Tagged photos must use hashtag #BBFandom. The winners will be determined by the most photo likes starting May 1 - May 12, so come back every day during the contest period to Like your favorite photo entry.

- iii. <u>SUBMISSIONS REQUIREMENTS</u>: Each Submission must comply with the following requirements (the "Submission Requirements"):
  - a. Submissions must not contain any of the following content that:
    - 1. is sexually explicit or suggestive;
    - violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
    - 3. is profane;
    - promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing);
    - promotes any activities that may appear unnecessarily unsafe or dangerous;
    - promotes any particular political agenda or message;
    - 7. is obscene or offensive;
    - 8. endorses any form of hate or hate group;
    - 9. appears to duplicate any other submitted submission;
    - 10. contains any personal identification, such as license plate numbers, e-mail addresses or street addresses;
    - contains copyrighted materials owned by others or any trademarks, names or logos owned by others;
    - 12. communicates messages inconsistent with the positive images and/or good will to which Sponsor wishes to associate;
    - 13. and/or violates any law.
- 3. All Submissions that do not comply with these Official Rules or that otherwise contain prohibited or inappropriate content deemed unacceptable by Sponsor, in its sole discretion, will be disqualified. Sponsor makes the final determination as to which Submissions are eligible to take part in this Contest. Sponsor reserves the right to modify the criteria, dates, & guidelines of the Contest at any time.
- 4. ENTRY GUIDELINES. By entering in the Contest, each Entrant agrees that Sponsor may collect his or her personal information and their pets as provided by the Entrant, and that if Entrant does not provide all information as required by these Official Rules, Entrant will not be eligible. Once submitted, a submission cannot be modified, deleted, or cancelled. Sponsor must receive all submissions during the Contest Period. By submitting your submission, you hereby assign to Sponsor, without condition, limitation, or reservation, all rights, title, and interest in and to such Entrant's Submission, in whole or in part, in any manner or medium and unlimited right to display, reproduce, record, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title, any derivative works thereof, and all intellectual property rights to each of the foregoing. Sponsor shall own all right, title, and interest in and to all submissions, images, and promotional and marketing materials and all intellectual property rights therein, related to the Contest, winner selection process, and/or award of prizes. No facsimiles photocopied or mechanically reproduced entries allowed. Proof of submission will not be deemed to be proof of receipt by Sponsor. All Entrants and entries subject to verification prior the awarding of any prize, as are the eligibility, age, and other

claims of/information provided by a potential prize winner. Entrant assumes all risk, liability and financial responsibility for attempting any activity on the Submission.

- AGREEMENT TO OFFICIAL RULES AND DECISIONS. By participating in the Contest, each Entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor or its designee (including, without limitation, decisions regarding eligibility of entries, the selection of Entrants and the winner, and the awarding of the prize), which are final and binding in all respects.
- ii. <u>SELECTION OF WINNERS.</u>
- 5. <u>Finalist.</u>
- After the Contest Period, Sponsor shall review all Submissions and select one (1) Submission (the "Finalist") from among all eligible Submissions on the basis of total number of likes.

## i. <u>CONTEST PRIZES AND NOTIFICATION</u>.

- 7. Winner will not receive difference between actual and approximate retail value. Prizes are non-transferable, non-assignable, and non- refundable, and must be accepted as awarded. Prizes are awarded "AS IS." Unused components of any Prize shall be forfeited and have no redeemable cash value. No cash or other substitution may be made, except by Sponsor, who reserves the right (but has no obligation) to substitute a Prize (or a component thereof) with another prize (or component thereof, including cash) of equal or greater value if the Prize is not available for any reason as determined by Sponsor in its sole discretion. Sponsor is not responsible for fraudulent calls or e-mails made to Entrants by third parties.
  - Except where prohibited by law, participation in the Contest constitutes winner's consent to Sponsor's use of winner's name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner, consideration, notice, review or consent.
  - ii. GENERAL CONDITIONS. Sponsor reserves the right, in its sole discretion, to terminate, modify, or suspend the Contest if, in Sponsor's opinion, there is any suspected or actual evidence of tampering with any portion of the Contest, or if unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. 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 deliberately undermine the legitimate operation of the Contest is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce

any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

- iii. <u>RELEASE AND INDEMNITY.</u> By entering the Contest, each Entrant, to the maximum extent permitted by law, agrees to forever and irrevocably release, indemnify and hold harmless Sponsor and its affiliates, subsidiaries, partners, or agents and their respective employees, officers, directors, and representatives from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from Entrant's participation and/or entry in the Contest, any Contest-related activities, and/or Entrant's acceptance, receipt, use, misuse, or possession of or participation in any prize awarded in the Contest.
- IMITATIONS OF LIABILITY. Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, misdirected entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software, or garbled, corrupt, or jumbled transmissions; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Contest; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Contest or the processing of entries; or (f) any injury or damage to persons or property.
- v. Entrant agrees that this Contest shall be subject to and governed by the laws of the State of California, and 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 solely and exclusively in a federal or state court located in the State of California. Entrant submits to sole and exclusive personal jurisdiction to such courts in the State of California for any such dispute and irrevocably waives any and all rights to object to such jurisdiction.
- 8. <u>WIN LIST.</u> The names of the Prize Winners will be available upon request by emailing <u>Marketing@bestfriends.net</u> after May 16, 2017.
  - i. Sponsor Best Friends Group., 19717 62 Avenue South, Suite F103, Kent, WA 98032