

**“Best Friends Pet Photo” Sweepstakes**  
**OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF MONEY WILL NOT IMPROVE THE CHANCES OF WINNING.**

The “Best Friends Pet Photo” Sweepstakes (the “Sweepstakes”) is intended for legal residents of the United States of America (“USA”) and shall only be construed and evaluated according to USA law and applicable state law. Do not enter this Sweepstakes if you are not located in the USA or are otherwise ineligible to enter in accordance with these Official Rules at the time of entry.

**SPONSOR/ADMINISTRATOR:** The Sweepstakes is sponsored by PPA Industries Inc., a Freudenberg Company, 420 3<sup>rd</sup> Avenue NW #2, Hickory, NC 28601 (the “Sponsor”) and administered by American Sweepstakes & Promotion Co. 300 State St. Suite 402 Rochester, NY 14614 (the “Administrator”).

**ELIGIBILITY:** The Sweepstakes is open to legal residents of the USA who are at least eighteen (18) years of age or have reached the age of majority in their respective state of residence at the time of entry (the “Entrants”). Employees, officers and representatives of the Sponsor, the Administrator, their respective parent companies, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives and advertising and promotional partners, and the officers, directors, agents, and employees of each of the foregoing, and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate in this Sweepstakes. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. **Void where prohibited or restricted by law.** (For the avoidance of doubt, any references in these Rules to Entrants shall also include the Entrants who are deemed the Winners (as defined below).

**AGREEMENT TO OFFICIAL RULES:** By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

**HOW TO ENTER THE SWEEPSTAKES:** The Sweepstakes begins at 12:00:01 a.m. Eastern Daylight Time (“EDT”) on May 1, 2024 and ends at 11:59:59 p.m. EDT on June 12, 2024 (“Sweepstakes Period”). The Sponsor’s database computer is the official time-keeping device for the Sweepstakes. Entrants can enter the Sweepstakes by visiting <https://www.pet-month.com/2024> (the “Website”). At the Website, eligible Entrants can enter the Sweepstakes by completing the registration form which will request each Entrant’s full name, phone number, and email address. Entrants will then be asked to upload a photo of their pet along with a description of the photo. NOTE: PHOTOS AND PHOTO DESCRIPTIONS WILL NOT

BE JUDGED OR GRADED IN ANY WAY. HOWEVER, PROPER PHOTO SUBMISSION WITH DESCRIPTION, IN THE SPONSOR'S SOLE DISCRETION, IS A MANDATORY STEP OF ENTRY. Each completed Sweepstakes registration form and photo submission (with description) will result in one (1) Sweepstakes Entry ("Entry"). **Limit one (1) Entry per Entrant.**

Proof of Entry information at the Website is not considered proof of delivery to or receipt by Sponsor of an Entry. Entries made by any other individual or any entity, and/or originating at any other website or email address, including, but not limited to, commercial Sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of automated Entry devices is prohibited, and no mechanically reproduced Entries are allowed; all such Entries are void. Released Parties (as defined below) are not responsible for: late, incomplete, delayed, undelivered, or misdirected Entries.

All Entries become the exclusive property of Sponsor and will not be acknowledged or returned. By participating, you consent for Sponsor to obtain, use, and transfer your name, address, and other information for the sole purpose of administering this Sweepstakes. All information submitted by Entrants will be treated according to Sponsor's Privacy Policy, available at [https://dr1kl8glf25wj.cloudfront.net/merchant\\_assets/001/586/807/PRIVACY%20POLICY%20AND%20YOUR%20CALIFORNIA%20PRIVACY%20RIGHTS\\_Final%206%209%202022.pdf](https://dr1kl8glf25wj.cloudfront.net/merchant_assets/001/586/807/PRIVACY%20POLICY%20AND%20YOUR%20CALIFORNIA%20PRIVACY%20RIGHTS_Final%206%209%202022.pdf). By entering the Sweepstakes and providing their email address and other contact information, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

**ENTRY REQUIREMENTS/RESTRICTIONS:** Once submitted, an entry cannot be deleted, canceled or modified. In order to be eligible, entries must actually be received by Sponsor during the Sweepstakes Period. Entries received by Sponsor before the start of the Sweepstakes Period or after the end of the Sweepstakes Period will be discarded and deemed VOID. For purposes of this Sweepstakes, an entry is "received" when the Website's servers record the entry information. Proof of submitting a Sweepstakes entry form online (such as an automated computer receipt confirming entry or "thanks for entering" screen or message) will not be deemed by Sponsor to constitute proof of actual receipt by Sponsor of an entry for purposes of this Sweepstakes. Those who do not follow all of the instructions, do not provide the required information in their entry form, or do not abide by these Official Rules or other instructions of Sponsor will be disqualified. All entries become property of Sponsor and will not be returned or acknowledged. Entries made by any other individual or any entity, and/or using any e-mail address other than the Entrant's or any other website, including, without limitation, commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified. Your submission of an entry constitutes your representation of eligibility, consent to participate in Sweepstakes and consent for Sponsor to obtain, use, and transfer your name, address, photograph and other information for the purpose of Sweepstakes administration.

Entrants represent and warrant that their submitted entry is the original work of the Entrant, has not been previously published, has not won previous awards, and does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other

rights of any person or entity and must have been created in a legal and safe manner. If the entry contains any material or elements that are not owned by the Entrant or provided by the Sponsor, and/or are subject to the rights of third parties, the Entrant is responsible for obtaining, prior to submission of the entry, any and all releases and consents necessary to permit the use and exhibition of the entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness releases for any person who appears in or is identifiable in the entry (collectively, the "Clearances"). By submitting an entry, an Entrant warrants and represents that he or she consents to the submission and use of the entry in the Sweepstakes.

By submitting an entry, each Entrant: 1) irrevocably grants Sponsor a royalty-free non-exclusive license throughout the world to use, re-use, copy, publish, republish in whole or in part, edit, add to, modify, and rearrange the entry in whatever media, including without limitation edit, rearrange, and/or copy the entry for use in the Sweepstakes of Sponsor's products and services, without further permission, consideration or payment to the Entrant, except where prohibited; 2) warrants and represents that the Entry is entirely the original creation/work of the Entrant and that use of the Entry as described herein will not violate any law or infringe upon the rights, title, claim or interest of any third party; and 3) certify that Entrant is the creator and sole copyright owner of the Entry.

Entries may not contain any image or depiction of the following: (i) materials which include or constitute trademarks, trade names or copyrighted works created or owned by any person or entity other than Entrant or for which the Entrant has obtained owner's written permission to use (Sponsor's discretion); (ii) materials bearing profanities, or bearing the name or likeness of any celebrity, living or dead; (iii) materials which contain visible identifiable or potentially identifiable information, including but not limited to, phone numbers, website links, street addresses, e-mail addresses or license plate numbers; (iv) inappropriate behavior for a general audience; (v) any depiction of real or simulated sexual acts; (vi) violence in any form; (vii) materials which violate anyone's reasonable privacy expectations, violate any known agreement, or which are defamatory in nature; (viii) materials which are derogatory to Sponsor, or any affiliated entity or person; (ix) materials which are discriminatory based on race, religion, national origin, physical disability, age, sex, or sexual orientation or preference; (x) materials in which any person identifiably appears unless Entrant has obtained an appropriate written release from such person granting all rights required herein; and, (xi) materials which do not comply with all other requirements in these Official Rules. Entries that do not conform to these guidelines will be disqualified. Sponsor reserves the right to reject or disqualify any entry which Sponsor, in its sole and absolute discretion, determines to be inconsistent with the letter or spirit of the Official Rules or potentially damaging to its, the Sweepstakes', or another's image or reputation.

**GENERAL CONDITIONS:** If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (i) infection by computer virus, bugs; (ii) tampering, unauthorized intervention; (iii) fraud; (iv) technical failures or (v) any other causes beyond the control of the Sponsor which corrupt or

affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the Entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award a Prize (defined below) using all non-suspect eligible Entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be tampering or attempting to tamper with the Entry process or the operation of the Sweepstakes or Sponsor's Website; or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT 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.

**RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, Entrants agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any Prize, including, but not limited to: (i) any technical errors that may prevent an Entrant from submitting an entry; (ii) unauthorized human intervention in the Sweepstakes; (iii) printing errors; (iv) errors in the administration of the Sweepstakes or the processing of entries; or (v) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt of the Grand Prize (defined below). Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. **For New Jersey Residents: nothing herein bars recovery of damages or attorneys' fees where mandated by statute.**

Except as expressly provided above, IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF

PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize. Released Parties are not liable in the event that any portion of the Sweepstakes is cancelled due to weather, fire, strike, acts of war or terrorism, pandemic, or any other condition beyond their control.

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

**DRAWING AND NOTIFICATION:** The potential Prize Winners (“Winner”) will be selected in a random drawing from among all eligible Entries received throughout the Sweepstakes Period. The Prize drawing will be conducted on or about June 13, 2024, by the Administrator, whose decisions are final and binding. The potential Winners will be contacted by the Sponsor or Administrator via phone and/or email. Odds of winning a Prize will depend on the total number of eligible Entries received throughout the Sweepstakes Period.

**PRIZES & PRIZE CONDITIONS:** There will be **one (1) Grand Prize Winner, one (1) Top Dog First Prize Winner, and one (1) Top Cat First Prize Winner.** Prizes are as follows:

The Grand Prize Winner, upon the Administrator’s verification of eligibility, will receive the following prize package:

- **Painting**
- **A&H Pet Scents Deodorizing Gel Beads**
- **A&H Treadz Large Rooster**
- **A&H Waterless Bath Spray 8oz.**
- **A&H Multi-purpose Dog Wipes**
- **A&H Paws Misting Spray (6ct.) x2**
- **A&H Enhanced Air Filters (4ct.)**
- **WaterPik Pet Wand Pro**
- **Oxiclan Pet Stain & Odor Remover**

("Prize" or "Grand Prize"). The Grand Prize package has an approximate retail value ("ARV") of \$2,640.91.

The Top Dog First Prize Winner will receive the following prize package:

- **A&H Scrubbies Senior Treat N Tug Dental Chew Toy**
- **A&H Fresh Breath Dental Kit for Dogs**
- **A&H Dental Treats for Dogs, Nubbies**
- **A&H Soothing Oatmeal Shampoo for Pets**
- **A&H Swivel Bin & Rake**
- **A&H Swivel Bin & Rake Bags**
- **A&H Waste Bag Dispenser**
- **A&H Pet Waste Bags 90ct.**
- **A&H Cornstarch Bags Bone Dispenser**
- **A&H Cornstarch Pet Waste Bags 180ct.**
- **A&H Paws Misting Spray (6ct.) x2**
- **A&H Enhanced Air Filters (4ct.)**
- **WaterPik Pet Wand Pro**
- **Oxiclan Pet Stain & Odor Remover**

("Prize" or "Top Dog First Prize"). Top Dog First Prize ARV - \$216.85.

The Top Cat First Prize Winner will receive the following prize package:

- **A&H Complete Care Cat Dental Kit**
- **A&H Cat Litter Crystals Restore**
- **A&H Fresh Breath Dental Water Additive for Cats**
- **A&H Jar Toothpaste w/ 2 microfiber brushes**
- **A&H Sifting Litter Pan**
- **A&H Purrifying Pak**
- **A&H Litter Mat-Half Circle**
- **A&H Jumbo Litter Scoop**
- **A&H Large Litter Liners**
- **A&H Paws Misting Spray (6ct.) x2**
- **A&H Enhanced Air Filters (4ct.)**
- **Oxiclan Pet Stain & Odor Remover**

("Prize" or "Top Cat First Prize"). Top Cat First Prize ARV - \$151.87.

Total Prize Pool - \$3,009.63. All other expenses associated with Prize acceptance or usage not defined herein are the responsibility of the Winners. NOTE: Substitution, assignment or transfer of a Prize is not permitted, except by Sponsor, who reserves the right to substitute a Prize or Prize component with another of equal or greater value.

**ADDITIONAL PRIZE CONDITIONS:** By accepting a Prize, the Winners agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of their Prize. The potential Grand Prize Winner must sign and return to the Administrator, within seven (7) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release in order to claim the Grand Prize. **Note: The Affidavit sent to the potential Grand Prize Winner will require that the Winner provide their Social Security Number to the Administrator, which will be used solely for tax reporting purposes.** The Winners will be responsible for all local, state, and federal income taxes associated with the receipt of the Prize. The Grand Prize Winner must note that the value of their accepted Prize is taxable as income and an IRS Form 1099 will be filed in the name of the Winner for the value of the Grand Prize. The Winners are solely responsible for all matters relating to the Prize after it is awarded. If a Prize or Prize notification is returned as unclaimed or undeliverable to the potential Winner, if a potential Winner cannot be reached or does not comply with notification instructions within three (3) business days from the first notification attempt, or if a potential Grand Prize Winner fails to return requisite document(s) within the specified time period, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate Winner may be selected for the Prize at issue.

By accepting a Prize, where permitted by law, the Winners grant to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time their full name, portrait, Sweepstakes Entry, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification.

IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize. The Winners also acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize.

**DISPUTES:** By entering the Sweepstakes, Entrants agree that i) Any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any Prize awarded, shall

be resolved individually, without resort to any form of class action; ii) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorney fees and iii) Under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrants and Sponsor or the Released Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with United States law. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts of North Carolina, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. 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 be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**SEVERABILITY:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

**MISCELLANEOUS:** These Official Rules contain the full and complete understanding with respect to the Sweepstakes and supersede all prior and contemporaneous agreements, representations, and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by both Sponsor and Administrator. The waiver by Sponsor or Administrator of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrant, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor, Administrator, and Entrant.

**WINNERS LIST REQUEST:** To request confirmation of the name, city, and state of residence of each Winner, please send a self-addressed, stamped business size envelope, by July 28, 2024, to: ASC/PPAI Pet Photo Sweepstakes Winners List Request, 300 State St., Suite 402, Rochester, NY 14614.