

2024 PETS ADD LIFE HALLOWEEN COSTUME CONTEST OFFICIAL RULES

SPONSOR: American Pet Products Association, 225 High Ridge Road, Suite w200, Stamford, CT 06095 (hereafter, "Sponsor").

NO PURCHASE NECESSARY. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

This Contest is in no way sponsored, endorsed or administered by, or associated with Amazon, Meta, or INSTAGRAM ("Platform") or any other social network or platform.

ELIGIBILITY: The Pets Add Life ("PAL") 2024 Halloween Costume Contest (the "Contest") is open to legal residents of the fifty (50) United States and the District of Columbia who have reached the age of majority in their state of residence (18 but 19 in Alabama and Nebraska and 21 in Mississippi) at the time of entry. Void outside the United States, the District of Columbia, and where prohibited or restricted by law. Employees, officers, and directors of Sponsor, its respective parents, subsidiaries, affiliates, divisions, advertising and promotion and/or fulfillment agencies (such entities collectively, the "Related Entities") and the immediate families (spouse and parents, step parents, children, step children, siblings, grandparents and their respective spouses, regardless of where they reside) and/or those living in the same household of any such individual, whether or not related, are not eligible to enter or win. Participation constitutes entrant's full and unconditional agreement to be bound by these Official Rules ("Official Rules") and Sponsor's decisions and interpretations of these Official Rules, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon accepting all terms and fulfilling all requirements set forth herein. **CONTEST IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.** Void where prohibited.

ENTRY PERIOD: The Contest begins 10/11/2024 at 9 a.m. PDT. and ends on 10/28/24 at 11:59 pm PDT (the "Entry Period"). Sponsor shall be the official time-keeper for the Contest, and Sponsor's computer shall be the official time-keeping device.

HOW TO ENTER:

To enter the Contest, you must do the following. To participate in the Contest, you must have the Instagram application on your mobile device and an active Instagram account ("Account"). If you do not have an Account, download the Instagram application on your mobile device and sign up for an Account according to the instructions in the application. Creating an Account is free. You must accept the Instagram Terms of Use to create an Account and you must be logged into your Account in order to enter the Contest. Once you have logged into your Account you may enter the Contest. During the Entry Period, post a photo of your pet in their Halloween costume on your Instagram feed. You must be following @PetsAddLife on Instagram to enter. Tag @PetsAddLife and #PALCostume Party in the caption. Each picture following the Contests guidelines will be considered an entry ("Entry"). Limit of one (1) entry per person for the Contest. All incomplete or non-conforming entries will be disqualified. All entries that are late, or not in compliance with the Official Rules may be disqualified from the Contest at Sponsor's sole and absolute discretion.

Prize(s). There will be a First Place, Second Place and Third Place Winner. The First Place Winner will receive a two hundred and fifty dollar (\$250) Amazon e-gift card and a matching donation to a shelter/rescue of the winner's choice. The Second Place Winner will receive a one hundred dollar (\$100) Amazon e-gift card and a matching donation to a shelter/rescue of the winner's choice. The Third Place Winner will receive a fifty dollar (\$50) Amazon e-gift card and a matching donation to a shelter/rescue of the winner's choice.

Prize(s) are non-transferable, with no cash redemptions, equivalents or substitutions except at

Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and Sponsor's rules and restrictions, and in the event that Sponsor is unable to provide a Winner with their prize, the Sponsor may elect, to provide Winner(s) with the approximate value of such item in cash or award an alternate prize of comparable or greater value. In the event a Winner engages in behavior that (as determined by Sponsor in its sole and absolute discretion) is obnoxious, inappropriate, or threatening, illegal or that is intended to annoy, abuse, threaten or

harass any other person, Sponsor reserves the right to terminate the entry or prize award. As permitted by applicable law, all prizes are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose, except to the extent of any valid Suppliers' warranty, if applicable, for which the Supplier and not the Sponsor is responsible). Prize Winner(s) will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize(s) they receive, regardless of whether it, in whole or in part, are used. The approximate retail value ("ARV") of the prize(s) is based on available information provided to Sponsor and the value of any prize awarded to a Winner may be reported for tax purposes as required by law. The Winner(s) may be required to provide Sponsor with a valid social security number or tax identification number for tax reporting purposes before the prize will be awarded. An IRS Form 1099 may be issued in the name of Winner(s), for the value of the prize(s) received. Unclaimed prize(s) will be forfeited. The total ARV of all of the prizes awarded in the Contest is \$800 (USD)

WINNER SELECTION AND NOTIFICATION/RELEASES: The First, Second and Third Place Winners (collectively the "Potential Winners") will be selected during the period that begins 10/29/2024 from 9 a.m. PDT. and ends on 10/30/24 at 11:59 pm PDT (the "Selection Period") by a PAL Panel from among all eligible entries collected during the Entry Period. Judging and selection of the Potential Winners will be based on the following criteria: 1) Photo/Video Quality, 2) Creativity and 3) Cuteness Level and will be conducted by the PAL Panel, along with Sponsor, whose decisions and interpretations on all matters relating to the Contest and the Official Rules are final and binding in all aspects. Sponsor reserves the right to disqualify any entrant or winner and may refuse to award a prize to a person who is not eligible or has violated a rule, gained unfair advantage in the Contest, or obtained winner status using fraudulent means. If there is a dispute about the identity of an entrant, Prize will be awarded to the natural person to whom the email address is assigned by the internet service provider responsible for the domain associated with the submitted email address. If a Potential Winner is found to be ineligible or not in compliance with the Contest rules, Potential Winner will be disqualified and an alternate winner will be awarded the prize in a separate random drawing. Odds of winning depend on the total number of eligible entries.

The Potential Winners will be announced on PetsAddLife.org and PAL Instagram on October 31, 2024. Sponsor will send the Potential Winner a Direct Message to their respective Instagram Account on October 31, 2024. Contact will occur through comment or direct message from the @petsaddlife Instagram account only. In order to be declared a Winner, you must meet the eligibility requirements above. Upon initial notification by Sponsor, Potential Winner must contact Sponsor at the email address or phone number provided by Sponsor and provide Sponsor with their contact information (name, email address, shipping address and/or phone number). Failure to respond to the Sponsor within three (3) days of Sponsor's first notification attempt, or return of Sponsor's notification message as undeliverable after two (2) attempts may result in disqualification and the selection of an alternate Potential Winner, time permitting. Sponsor is not responsible for changes to the Instagram Direct feature, the Instagram comment function or email functionality issues that may interfere with Potential Winner notification.

Inability of Sponsor to contact Potential Winner within seventy-two (72) hours after selection, may result in disqualification of Potential Winner and an alternate Winner may be selected in a random drawing at Sponsor's discretion. Prize will be sent to Winner by email within fourteen (14) days after Winner has been notified and accepted the prize. If Prize is returned as undeliverable, then prize will be forfeited, and another winner will be randomly drawn.

INTELLECTUAL PROPERTY: Each entrant, by participating in the Contest, except where legally prohibited, grants permission for Sponsor and its designees to use his/her name (first name and last initial), address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. Sponsor reserves the right to request from entrant at any time proof that entrant maintains all necessary rights in their submission in order to grant Sponsor the rights required herein in a form acceptable to Sponsor. Failure to provide such proof may lead to, among other things, the entrant being disqualified from the Contest.

REPRESENTATIONS, WARRANTIES AND INDEMNITY: Each entrant represents and warrants that he or she has read, understands and will follow the Official Rules. Entrants further represent and warrant that he or she will abide by the official Rules and decision of Sponsor which will be final and binding in all respects. Sponsor reserved the right at its sole discretion, to refuse, disqualify or withdraw any entry at any time. Each entrant further represents and warrants that he or she has the right to agree to and fully perform consistent with these Official Rules and the consent of no third parties are required to grant the rights hereunder. Entrants agree (as permitted by applicable law) to indemnify and hold the Released Parties harmless from and against any third party claim, to

the extent relating to any breach of any representation, warranty or covenant made by such entrant in connection with his or her acceptance of these Official Rules or Contest activities.

WAIVER OF LIABILITY AND RELEASE: By participating in the Contest, each entrant waives, discharges and fully releases Sponsor, the Related Entities, and any other companies associated with the Contest, and all of their respective officers, directors, employees, agents and representatives, from any and all liability, injury, damage or loss that may occur, directly or indirectly, in whole or in part, from or in connection with participation in the Contest or from the receipt or use of any prize or from any activity related to the receipt or use of any prize, (the "Released Parties"). By receipt of a prize, each Prize winner agrees to release and hold harmless the Released Parties from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of such prize. BY ENTERING, YOU UNDERSTAND THAT YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR.

LIMITATIONS OF LIABILITY: The Sponsor is not responsible for stolen, late, incomplete, inaccurate, stolen, misdirected, lost, damaged, garbled, delayed, incomplete, or garbled Entries, messages or e-mail; for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), application, or other connections; availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines; or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or problems of any kind whether human, mechanical, electronic, network, computer, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of Entries, the announcement of prizes, functionality of the application or in any Contest-related materials. The Sponsor is also not responsible for any incorrect or inaccurate information, tampering, hacking, or by any applications, equipment or programming associated with or utilized in the Contest. The Sponsor and Related Entities are not responsible for any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. If, for any reason, an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest, if it is possible. The Sponsor is not responsible for injury or damage to entrant's or to any other person's mobile device related to or resulting from participating in this Contest or downloading materials from or use of any application. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. **CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH ENTRANT AND RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

SUSPENSION / MODIFICATION / TERMINATION: In the event Sponsor is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence) Sponsor shall have the right to modify, suspend or terminate the Contest or prizes. Sponsor additionally reserves the right, in its sole and absolute discretion: (1) to modify, suspend or terminate the Contest should causes beyond Sponsor's control corrupt or interfere with the

administration, integrity, operation, security or proper play of the Contest; or (2) to disqualify any entrant found to be, or suspected of: (a) tampering with the entry process or the operation of the Contest; (b) acting in violation of these Official Rules; or (c) acting in an un-sportsmanlike manner.

DISPUTES: By entering the Contest, each Entrant agrees that (a) 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 (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, and in no event will entrant be entitled to receive attorneys' fees or other legal costs; and (c) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, special, 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 in connection with the Contest, shall be governed by, and construed in accordance with the laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any other jurisdiction. ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY

-- WITHOUT RESORT TO ANY FORM OF CLASS ACTION -- BY BINDING ARBITRATION (BY A SINGLE NEUTRAL ARBITRATOR SELECTED BY SPONSOR IN ITS SOLE AND ABSOLUTE DISCRETION) IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION; AND ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT SHALL SUCH CLAIMS, JUDGMENTS OR AWARDS INCLUDE ATTORNEYS' FEES.

The invalidity or unenforceability of any provision of these 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 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.

USE OF INFORMATION: By submitting an entry, entrants grant to Sponsor and its promotional partners the right to send information about special offers in the future to the email address submitted at the time of entry. The information that you provide in connection with the Contest is subject to and will be used by Sponsor in accordance with its Privacy Policy which is found at <https://www.globalpetexpo.org/footer/privacy-policy> and which may be updated from time to time without notice.

WINNERS LIST/OFFICIAL RULES: To obtain a list of prize winners (available after 11/7/2024), or a copy of these Official Rules, send a self-addressed, stamped #10 envelope to: 225 High Ridge Road, Suite W200, Stamford, CT 06095. Please specify "Winners List" OR "Official Rules" on the outer envelope. Vermont residents may omit return postage. All requests must be received by 11/6/2024.