

**Petco Foundation (the "Foundation")**

**World's Largest Virtual Valentine Campaign**

**OFFICIAL RULES**

OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES

OR THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER.

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR CLAIM PRIZE.

A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. ELIGIBILITY:** Open only to legal residents of the 50 United States and the District of Columbia who are 18 years of age or older at time of entry. Employees of Petco Animal Supplies, Inc., ("Petco"), Picture Mosaics, their respective parents, affiliates, subsidiaries, advertising and promotion agencies, and webmasters/suppliers and members of the immediate families and persons living in the same household (whether related or not) of such employees may enter but are not eligible to claim a prize. Void where prohibited.
- 2. PROMOTION PERIOD:** The World's Largest Virtual Valentine Campaign ("Campaign") begins at 9:00 am Central Time ("CT") on January 15, 2019, and ends at 5:00 pm CT on February 13, 2019.
- 3. TO ENTER:** To enter, visit [www.Petcofoundation.org/love](http://www.Petcofoundation.org/love) ("Web Site") during the Promotion Period and access the online entry form. Complete the entry form and submit as directed. Entries must be received by 5:00 pm CT on February 13, 2019. Web Site's server is the official clock for this sweepstakes. By entering, you consent to receive promotional emails from Petco and the Petco Foundation. You may opt out of receiving these emails at any time after receiving the first email.
- 4. LIMIT THREE ENTRIES PER PERSON.** Participants may not enter more than permitted by using multiple/different email addresses, identities or other methods. Any entrant who enters more than once, or uses any device or artifice to circumvent these Official Rules may be disqualified and have their entries void.
- 5. DRAWING/PRIZES/ODDS:** Daily during the Campaign, a random drawing will be conducted by the Foundation from among all eligible entries received to award the following prizes:

(30) Prize Packs: a Petco gift card in the amount of \$50, a signed print from MUTTS, a Foundation Logo Apparel Item, a tote bag from BOBS from Skechers and a coupon for a bag of WholeHearted Pet Food. In addition, the Animal Welfare Organization where the selected winner adopted their pet from (as indicated on the entry form, the "Organization") will be eligible to receive a \$1,000 grant award from the Foundation\*. The total combined approximate

retail value of each prize for the individual is \$200. Gift cards are subject to the terms and conditions stated on the cards.

Additionally, on or around February 13, 2019- recipients will be determined for the following prizes:

**Entry with the most “likes”:** a Petco gift card in the amount of \$100, a MUTTS print, WholeHearted Treats, a Petco Foundation apparel item, a tote from BOBS from Skechers and a year of dry WholeHearted dog or cat food.\*\* The total combined approximate retail value of prize to the individual winner is \$360.

**Entry with the 2<sup>nd</sup> most “likes”:** a Petco gift card in the amount of \$100, a MUTTS print, WholeHearted Treats, a Petco Foundation apparel item, a tote from BOBS from Skechers and a bag of dry WholeHearted dog or cat food.\*\* The total combined approximate retail value of prize to the individual winner is \$250

**Animal Welfare Organization with the most entries:** Organization will be eligible\* to receive a \$10,000 grant award from the Petco Foundation and 1,000 pounds of WholeHearted dry dog or cat food.

- *\* All grant awards are subject to completing the Petco Foundation’s grant award application prior to Feb. 28, 2019 and meeting the Petco Foundation’s grant requirements. Each Organization must be a U.S-based 501C3 nonprofit or a municipal animal sheltering organization with a primary purpose of placing animals for adoption.*
- *\*\*A year of WholeHearted dry dog or cat food (winner’s choice) will be awarded as 12 2.5 lb bags. These can be redeemed in a Petco store or at [Petco.com](http://Petco.com). \$120 retail value.*
- *\*\*\*1,000 pounds of WholeHearted dry food shall be equivalent to either (a) 40 25lb bags or dry dog food, or (b) 83 12lb bags of dry cat food, a retail value of \$1,600-\$2,075. Dog or cat food shall be winner’s choice. Winners will be notified by phone, email, and/or mail at the Foundation’s and Petco’s sole discretion. Odds of winning will be determined by the number of eligible entries received.*

**5. GENERAL:** Taxes on prizes and expenses not specified, are the sole responsibility of winners. By participating, entrants agree (a) to these rules and decisions of judges which shall be final in all respects; (b) to release and hold harmless Foundation, Petco and each of their respective subsidiaries, affiliates and agencies, and their respective directors, officers, employees, agents and representatives (the “Releasees”) from any and all claims, demands, costs, expenses, liability, losses or damages of any kind resulting from their participation in the promotion or their acceptance, use or misuse of a prize, including liability for personal injury or death; (c) if a winner, to the use by any of the Releasees of such winner’s name and/or photograph for advertising and publicity purposes without compensation (unless prohibited by law) and to execute specific consent to such use if asked to do so, and to the announcement of their name, city and state; and (d) that Petco, the Foundation and each of their respective agents have not made any representation, warranty or guaranty, in whole or in part, in law or in fact, relative to the prize. Return of any prize/prize notification as undeliverable may result in

disqualification of winner and selection of an alternate winner. Releasees are not responsible and shall not be liable for: (a) any telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or by any human error which may occur in the processing of entries; (b) failed, incomplete, garbled or delayed computer transmissions; (c) late, lost, illegible, postage-due, incomplete, damaged or misdirected entries or mail; and (d) any condition caused by events that may cause the promotion to be disrupted or corrupted. The Foundation reserves the right in its sole discretion to cancel or suspend the sweepstakes or any portion thereof should viruses, bugs, or other causes corrupt the administration, security or proper play of the promotion; in which case prizes will be awarded via a random drawing from among all eligible entries received prior to cancellation. In case of dispute, entries will be declared made by the authorized account holder of the email address used to participate at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning email address for the domain associated with the submitted email address. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CAMPAIGN MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE FOUNDATION AND PETCO RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. In no event will the Foundation, Petco, or either or their subsidiaries, affiliates and agencies, and their respective directors, officers, employees, agents and representatives be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of your access to and use of the internet site [www.petcofoundation.org/love](http://www.petcofoundation.org/love) or other sites promoting the sweepstakes or the downloading from and/or printing material downloaded from said sites. Without limiting the foregoing, everything on this site is provided "as is" without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Entries become the property of the Foundation and Petco. No prize transfer. No prize substitution except at the Foundation or Petco's sole discretion.

## **7. Submission:**

**By uploading, submitting or sharing content such as photographs, video, text, and otherwise (collectively, the "Content") to the Foundation to the World's Largest Virtual Valentine Mosaic, each entrant agrees as follows:**

1. I represent and warrant I am making such submission on my own behalf as an individual.
2. I grant to the Foundation ("Foundation") and Petco, the worldwide, irrevocable, royalty-free, and sublicensable right: (A) to reproduce, distribute, create derivative works of, publicly display and perform and otherwise use all Content that I submit on my own behalf or on behalf of the Organization (collectively, "Submission") in all media now known or later developed including for advertising, promotion, trade, and fundraising and other charitable purposes of the Foundation; (B) to use my name, voice, and likeness and biographical information in connection with use of the Submission; and (C) to authorize others with which the Foundation or Petco has a business relationship, such as suppliers to Petco, to exercise any or all of the foregoing rights.

3. I represent and warrant, on my own behalf, that: (A) the Submission is true, accurate and correct in all material respects, and does not infringe the rights of any third party; and (B) I have obtained all third-party permissions necessary to grant the rights granted herein (including permission to use the name, voice, likeness and the content of any other party). I give consent for the Foundation or its representatives to use my Submission and contact information when reaching out to my nominated animal welfare Organization.

4. I acknowledge and agree that the Foundation's or Petco's use of the Submission does not imply it is a winning entry and all Foundation decisions concerning the Campaign are final.

5. I acknowledge that the Foundation and Petco reserve the right to edit all Content in the Submission for brevity or clarity before being published and to edit any photos and/or video submitted with the Submission.

6. I give permission for the Foundation, Petco, and any third party retained by the Foundation to contact me to obtain or create additional content (including photographs, video, text, and otherwise) (together, "Additional Content") for advertising, promotion, trade, other commercial purposes, and fundraising or other charitable purposes of the Foundation. I acknowledge and agree the representations, warranties, permissions, grants of rights, and releases given in this release apply to any Additional Content.

7. I acknowledge and agree that if selected as a prizewinner, I irrevocably give the Foundation and Petco exclusive rights to reproduce, distribute, create derivative works of, publicly display and perform and otherwise use the Submission and any additional Content in all media now known or later developed and that all other rights and releases granted in this release apply to such use of the Submission and additional Content.

8. I hereby irrevocably release (on behalf of myself, my family, executors, administrators, and agents, or on behalf of the Organization, its employees, officers, representatives, shareholders, directors, trustees, and agents) the Foundation and Petco (and each of their respective employees, officers, representatives, shareholders, directors, trustees, and agents) from all claims of any kind whatsoever, known or unknown, including claims of infringement based on use of my Submission and for invasion of privacy, defamation, portraying me in a false light, or breach of my right of publicity; and I hereby waive, on my own behalf or on behalf of the Organization, all rights under California Civil Code Section 1542, which states: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor as well as any law of any other jurisdiction that limits any release of unknown claims.

**6. PRIVACY:** Information submitted in connection with this promotion will be treated in accordance with these Official Rules located at site [www.petcofoundation.org/love](http://www.petcofoundation.org/love) and Petco's Privacy Policy (as may be amended from time to time), currently located at [https://www.petco.com/content/petco/PetcoStore/en\\_US/pet-services/terms-of-use/privacy-policy.html](https://www.petco.com/content/petco/PetcoStore/en_US/pet-services/terms-of-use/privacy-policy.html) provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail.

**7. ARBITRATION/CHOICE OF LAW:** Except where prohibited, entrants (and entrant's parent/legal guardian if entrant is a minor) agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Campaign, or any prize awarded, or the determination of the winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective, and (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this promotion but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages (other than for actual out-of-pocket expenses), and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and/or Releasees in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without regard for conflicts of law doctrine of any jurisdiction, and all proceedings shall take place in State of California.