

Petco Foundation (the “Foundation”)

Holiday Wishes #holidaywishescontest

HASHTAG CONTEST 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.

Participation in the #Holidaywishescontest Sweepstakes is not a submission in the official Holiday Wishes Grant Campaign. All official entries must be directed to petcofoundation.org/holidaywishes for consideration in the grant campaign.

- 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”), Skechers, 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 in the #holidaywishescontest. Void where prohibited.
- 2. PROMOTION PERIOD:** Holiday Wishes (“Campaign”) begins at 9:00 am Central Time (“CT”) on August 12, 2019, and ends at NOON CT on September 23, 2019.
- 3. TO ENTER:** To enter the #holidaywishescontest, post a photo of you and your pet on Instagram. Below is suggested copy you may choose to use:

Pets brighten our lives. Let's brighten theirs! I shared (pet’s name)’s adoption story with @PetcoFoundation for the chance to help make \$100,000 in Holiday Wishes come true for @**(the animal welfare organization where you adopted your pet)**! Share your story and win prizes from @Petco and @Bobs_Skechers at petcofoundation.org/holidaywishes

#holidaywishescontest #brightertogether

We’re giving away a weekly prize pack during the Campaign that includes: a \$50 Petco gift card, BOBS from Skechers Shoes, pet collar and leash and Petco Foundation swag items.

In order to be eligible for a prize:

- Your Instagram account must be set to public.
- You must post a photo that features you and your pet.
- You must include #holidaywishescontest #brightertogether and tag @petcofoundation in your post.
- Your pet must be adopted.
- Entries must be posted by Noon CT on September 23, 2019. Web Site's server is the official clock for this sweepstakes.

5. DRAWING/PRIZES/ODDS: One (1) random drawing will be conducted by the Foundation once per week for between August 12 and September 12 from among all eligible entries for a total of six (6) drawings to award one (1) prize pack each week:

Prize Pack: a Petco gift card in the amount of \$50, a Foundation Logo Apparel Item and other swag, shoes from BOBS from Skechers and a BOBs from Skechers pet leash and collar set. The total combined approximate retail value of each prize for the individual is \$203. Gift cards are subject to the terms and conditions stated on the cards.

- *Winners will be notified by Instagram DM at the Foundation's and Petco's sole discretion and have one week to respond to claim prize. 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 Social Media or the internet site <http://www.petcofoundation.org/holidaywishes> 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.

6. PRIVACY: Information submitted in connection with this promotion will be treated in accordance with these Official Rules located at site www.petcofoundation.org/holidaywishes 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 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.