

**Petco Foundation (the "Foundation")  
Holiday Wishes People's Choice Voting  
OFFICIAL RULES**

VOTING OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES  
OR THE DISTRICT OF COLUMBIA. NO PURCHASE OR PAYMENT NECESSARY TO VOTE. A PURCHASE WILL  
NOT INCREASE CHANCES OF WINNING. MUST BE IN THE UNITED STATES TO VOTE.

**1. ELIGIBILITY:** Voting is open only to legal residents of the 50 United States and the District of Columbia. Void where prohibited.

**2. PROMOTION PERIOD:** The Holiday Wishes People's Choice Voting Campaign ("Campaign") begins at Noon Central Time ("CT") on December 1, 2020 and ends at Noon CT on December 16, 2020.

**3. TO VOTE:** To vote, visit [www.Petcofoundation.org/vote](http://www.Petcofoundation.org/vote) ("Web Site") during the Promotion Period and access the Wishpond voting platform. Complete the entry form and submit as directed. Votes must be received by Noon CT on December 16, 2020. Web Site's server is the official clock for this sweepstakes. By voting, you have the option to opt-in to receiving 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 ONE VOTE PER ENTRY.** Voters may not vote more than permitted by using multiple/different email addresses, identities or other methods. Any voter who enters more than once or uses any device or artifice to circumvent these Official Rules may be disqualified and have their votes void.

**5. ENTRY WITH THE MOST VOTES:** Entries with the most votes will give their adoption organization an additional opportunity to receive a grant award. One (1) First Place: \$25k. Two (2) Second Place Winners: \$10k each. Two (2) Third Place Winners: \$5k each.

**6. GENERAL:** By participating, voters 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.

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 votes; (b) failed, incomplete, garbled or delayed computer transmissions; (c) 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 voting 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 A VOTER 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/vote](http://www.petcofoundation.org/vote) or other sites promoting the voting 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. Votes become the property of the Foundation and Petco.

## **7. VOTING:**

**By voting for an entry in the Holiday Wishes People Choice Voting, each voter agrees as follows:**

1. I represent and warrant I am making such vote on my own behalf as an individual.
2. 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; (B) have not vote more than permitted by using multiple/different email addresses, identities or other methods. Any voter who enters more than once or uses any device or artifice to circumvent these Official Rules may be disqualified and have their votes void.
3. Offering incentives for voting, paying for votes or voting on behalf of another person is not permitted.
4. The Petco Foundation reserves the right to remove fraudulent votes and disqualify organizations from the Holiday Wishes People's Choice voting.
5. I acknowledge that I must provide my email address to participate in the gallery poll.
6. All votes must be verified via the email verification process before Noon CT on December 16, 2020 to be counted.
7. **PRIVACY:** Information submitted in connection with this promotion will be treated in accordance with these Official Rules located at site [www.petcofoundation.org/holiday-wishes](http://www.petcofoundation.org/holiday-wishes) 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.
8. **ARBITRATION/CHOICE OF LAW:** Except where prohibited, voters (and voter's parent/legal guardian if voter 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 voter be permitted to obtain awards for and voter 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 voter 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.