

CATCH A CAT BURGLAR SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

By participating in the **Catch a Cat Burglar Sweepstakes** (the “Sweepstakes”), you unconditionally accept and agree to comply with and abide by these Official Rules (“Official Rules”) and the decisions of Mars Petcare US, Inc. (the “Sponsor”) and US Sweepstakes & Fulfillment Co. (the “Sweepstakes Administrator”), which shall be final and binding in all respects. All applicable federal, state, and local laws and regulations apply.

SWEEPSTAKES ENTRY PERIOD: The Sweepstakes begins at 12:00:01 AM Eastern Time (“ET”) on Thursday, August 10, 2023 and ends at 11:59:59 PM ET on Wednesday, August 30, 2023 (the “Sweepstakes Period”).

ELIGIBILITY: The Sweepstakes is open to legal residents of the 50 United States, including the District of Columbia, who are age 18 or older and the age of majority in their state of residence (19 and older in Alabama and Nebraska; 21 and older in Mississippi) at the time of entry. Void in Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S., and wherever else prohibited by law. Employees of the Sponsor, Sweepstakes Administrator, and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

HOW TO ENTER: During the Sweepstakes Period, visit www.temptationtreats.com/cat-burglar and follow all entry instructions to complete the entry form, answer the question of who you think the cat burglar is by selecting from the drop-down menu, and submit to receive one (1) entry into the Sweepstakes (the “Entry”).

Entries must be received between Thursday, August 10, 2023 at 12:00:01 AM ET and Wednesday, August 30, 2023 at 11:59:59 PM ET. There is a limit of one (1) Entry per person. Although subsequent attempts to submit an Entry may be received, only the first complete Entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified.

Entrants are subject to all notices posted online including but not limited to the Sponsor’s Privacy Policy, which can be found at <https://www.mars.com/privacy>. All Entries become the property of the Sponsor and will not be acknowledged or returned.

PRIZE/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS: There is one (1) Grand Prize available to be won. One (1) Grand Prize winner (“Winner”) will receive the winner’s choice of one (1) of the following two (2) Grand Prize options:

1. **Grand Prize Option #1:** Grand Prize Option #1 includes:
 - A trip package for two (2) people, Winner and one (1) guest (the "Guest"), to POP Cats 2023 in Seattle, Washington, scheduled to take place on September 30, 2023 to October 1, 2023. Trip package will include:
 - Round-trip, economy-class air-transportation for Winner and Guest, to Seattle, Washington, from a major airport within the United States nearest to the Winner's residence as determined by Sponsor;
 - Three (3) nights hotel accommodations based on a single room with double occupancy;
 - Two (2) tickets to POP Cats 2023 Seattle, Washington; and
 - \$500 cash allowance to be awarded as a prepaid bank card.
 - One (1) Temptations swag package; and
 - One (1) Temptations product package including treats and cat food.

The ARV of Grand Prize Option #1 is \$5,000. The ARV may vary based upon dates of travel and point of departure. The difference between the ARV and actual value of the Grand Prize Option #1 will not be awarded.

2. **Grand Prize Option #2:** Grand Prize Option #2 includes:
 - \$1,000 cash, to be awarded in the form of a prepaid bank card.
 - One (1) Temptations swag package; and
 - One (1) Temptations product package including treats and cat food.

The ARV of Grand Prize Option #2 is \$2,000.

Odds of winning will depend upon the total number of eligible entries received.

RANDOM DRAWING: The potential Winner will be selected in a random drawing on or about **Thursday, August 31, 2023** from among all eligible Entries received during the Sweepstakes Period by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final.

WINNER NOTIFICATION & VERIFICATION: The potential Winner will be notified by the Sweepstakes Administrator via email and will be required to sign and return, within three (3) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the Winner to furnish their Social Security Number for the sole purpose of tax reporting, as required by law. Guest of Winner (if applicable) will also be required to sign a Travel Companion Liability & Publicity Release. Noncompliance will result in disqualification and an alternate winner may be selected.

If a prize notification email or prize is returned as undeliverable, or if Winner is found to be ineligible or in any way not in compliance with these Official Rules, that potential winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of Entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

PRIZE CONDITIONS: Unless otherwise specified, Grand Prize components are not redeemable for cash, assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any other incidental expenses on prize not specified herein are the winner's sole responsibility. Winner is responsible for all federal, state, local and income taxes associated with winning prize. Winner will be required to furnish their Social Security Number for the sole purpose of preparation of tax forms as required by law.

SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES ARISING OUT OF OR RELATING TO ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF GRAND PRIZE WINNER'S ACCEPTANCE OR USE OF THE PRIZE.

Except where prohibited by law, Entry and acceptance of prize constitute permission to use Winner's name, prize won, hometown, likeness, video recordings, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winner acknowledges that the Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any).

Travel/Accommodation/Event Exclusions and Conditions (Applicable if Winner selects Grand Prize Option #1): Trip must be taken from Friday, September 29, 2023 to Monday, October 2, 2023 or the trip package portion of the Grand Prize will be forfeited in its entirety. Dates are subject to change in Sponsor's sole discretion. Travel arrangements must be made through an agent of the Sponsor and on an airline carrier of Sponsor's choice, if applicable. Winner's Guest must be a legal U.S. resident, 18 years or older, unless Guest is a child of the winner. Winner's Guest must complete and return a Travel Companion Liability & Publicity Release prior to travel as noted above. If Winner's Guest is deemed a minor in their state of primary residence, Winner must be minor Guest's parent or legal guardian and must execute the Travel Companion Liability Release on the minor Guest's behalf, as applicable. All travel related expenses, including but not limited to, ground transportation, taxes, gratuities, incidentals, upgrades, insurance, service charges, airport surcharges, departure taxes, hotel, resort or property fees, luggage fees, food & beverage and personal expenses are the sole responsibility of Winner and/or Guest. Any person that participates in the trip that is not deemed to be either Winner or the Guest must pay their own expenses. Winner and Guest must travel on the same itinerary. **Winner and Guest must have valid photo ID and any other required documentation prior to departure.** Winner and Guest must agree to abide by all air carrier, hotel, venue, transportation, and any other prize-related activity rules and regulations in effect. Failure to do so may result in forfeiture of prize and no other substitution or compensation will be provided in lieu thereof. Sponsor will, in its sole discretion, determine which airport is closest to the Winner's home. In the event Winner's residence is close enough to Seattle, Washington such that air transportation is deemed by Sponsor in its sole

discretion to be unnecessary, the Grand Prize will not include air transportation from such Winner's residence and no other substitution or compensation will be provided in lieu thereof. Winner and Guest are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Photo identification and credit card or cash deposit may be required at any time for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided in the Grand Prize). If Winner elects to travel or partake in the Grand Prize with no Guest, no additional compensation will be awarded. All hotel reservations are based on availability and all holidays are excluded. Accommodations are subject to availability at time of reservation. Blackout dates, advance booking requirements and travel restrictions may apply. Availability is subject to factors such as weather, seasonality and space availability. Reservations are subject to availability. If weather or other incident or conditions beyond the control of the Sponsor affects the ability for Winner and Guest to redeem any portion of prize during the scheduled date and time, then the Sponsor shall have no further obligation to the Winner and/or Guest other than to supply the remaining elements of the prize package minus the unused portion of prize. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Sponsor is not liable for expenses incurred as a consequence of flight cancellation/delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by airline carrier as detailed in the passenger ticket contract and/or conditions of carriage. The passenger contracts in use by the airline or other transportation companies shall constitute the sole contracts with respect to the Winner's and Guest's transportation and such contracts shall be solely between the Winner, Guest, and such transportation companies. Trip components issued in connection with the prize may not be eligible for frequent flyer miles, other rewards programs or upgrades. If for any reason whatsoever, Winner and/or Guest are unable to travel after all travel arrangements have been made and paid, the Sponsor shall have no further obligation to the winner. In the event the Winner and/or Guest engages in behavior that, as determined by the Sponsor in its sole discretion, is obnoxious or threatening, illegal, that is intended to annoy, abuse, threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsor or any of Sponsor's services, products, trademarks, service marks, or logos, Sponsor reserves the right to terminate the trip early, in whole or in part, and send the Winner and/or Guest home with no further obligation or compensation whatsoever to Winner and Guest. In the event the Winner and/or Guest engages in behavior during travel that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects Winner and/or Guest to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by Winner and/or Guest as a result of such conduct. Sponsor is not the provider of POP Cats 2023 Seattle, Washington ("Event"), which is managed or controlled by an independent third-party (the "Event Sponsor"), and Sponsor has no power to manage or control the operations of Event Sponsor or any third-party provider. Sponsor makes no guarantees or warranties about tickets to the Event or the Event itself. The Event Sponsor and its agents or representatives shall not be treated as Sponsor's agents for any purpose, and Sponsor is not responsible for the action or inaction of Event Sponsor, nor is Sponsor liable for any loss or penalties incurred if Event Sponsor or Event is sold, ceases to exist, becomes inoperative, if an

Event is delayed, postponed, cancelled or changed for any reason; for acts of nature; or acts of God; or for amenities, services and/or facilities not being available due to renovations, strikes or bankruptcy. Event tickets will not be replaced if lost or stolen. Event tickets are subject to the issuing company's terms and conditions. Notwithstanding anything to the contrary in these Official Rules or otherwise, Sponsor will not offer cash substitution or refunds or be liable in any way for expenses that Winner and/or Guest incurs related to cancellation or postponement of the Event, except in its sole and absolute discretion.

GENERAL; RELEASE: Participating entrants agree to be bound by these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and further fully and irrevocably waive and release the Sponsor, the Sweepstakes Administrator, IPG DXTRA, Inc. d/b/a Weber Shandwick and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from any and all claims and/or liability relating to their participation in the Sweepstakes, and the acceptance and use/misuse of the prize offered. Participating entrants assume all liability for, and fully waive and agree to hold harmless the Released Parties from and against any claim or liability for any injury, losses or damages of any kind to persons, including personal injury or death, or to property arising out of or related to, or claimed to be arising out of or relating to, directly or indirectly, participation in this Sweepstakes, the acceptance, possession, or use/misuse of the prize, including, but not limited to, any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

In the event of a dispute over the identity of an entrant, Entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the Entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, entrant (i) agrees to be bound by these Official Rules, including all eligibility requirements, and (ii) agrees to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the

Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Sweepstakes and any sweepstakes it sponsors and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize at random from among the eligible, non-suspect Entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION COMPANIES; LODGING, RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS; OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS AND/OR THEIR GUESTS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

GOVERNING LAW AND LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Tennessee, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED,

WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

DISPUTES: The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Williamson County, Tennessee and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Williamson County, Tennessee. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Williamson County, Tennessee. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

PRIVACY: As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his, her or their name, address and other information to third parties, including Sweepstakes Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of their personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://www.mars.com/privacy>.

OFFICIAL RULES REQUEST: To request a copy of the Official Rules, send a self-addressed, stamped envelope by August 31, 2023, to: **Catch a Cat Burglar Sweepstakes Official Rules Request**, PO Box 654, Social Circle, GA 30025-0654.

WINNER CONFIRMATION REQUEST: For a written confirmation of the winner (available after August 31, 2023), send a stamped, self-addressed envelope (no later than October 5, 2023) to: **Catch a Cat Burglar Sweepstakes Winner Confirmation Request**, PO Box 654, Social Circle, GA 30025-0654.

SPONSOR: Mars Petcare US, Inc. 2013 Ovation Parkway, Franklin, TN 37067.

SWEEPSTAKES ADMINISTRATOR: US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044 www.ussweeps.com

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