

## ULTRA BARKUTERIE BOARD GIVEAWAY 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 **ULTRA Barkuterie Board Giveaway** (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 9:00:01 AM Eastern Time (“ET”) on Thursday, August 26, 2021 and ends at 11:59:59 PM ET on Tuesday, September 14, 2021 (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+ in Alabama and Nebraska; 21+ 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, the 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:** Pet parents can enter the Sweepstakes by following @NUTROBrand on Instagram, snapping a photo of their dog enjoying a barkuterie board containing only pet-safe food ingredients (the “Photo”) and sharing it on Instagram, including #ULTRABarkuterieBoards, #Giveaway and @NUTROBrand in the post caption. Alternatively, pet parents can upload the Photo to UltraBarkuterieBoards.com and complete an online entry form. No purchase or payment of any kind is necessary.

Pet Parents can receive an entry into the Sweepstakes by submitting the Photo via one (1) of the two (2) methods below:

**Method #1: Online Entry.** During the Sweepstakes Period, visit UltraBarkuterieBoards.com (the “Sweepstakes Website”) and follow all entry instructions to complete the entry form, upload the Photo and submit to receive one (1) entry into the Sweepstakes (the “Online Entry”). Online 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>. Upon submitting an Online Entry, entrants will have the opportunity to share the Sweepstakes with friends by publishing a tweet to their own Twitter account (each, a “Twitter Share”). For every new individual that enters the Sweepstakes (each, a “Friend”) by clicking through the shared link within the Twitter Share and

completing and submitting the entry form, the referring entrant will receive one (1) bonus entry (the "Bonus Entry"). **There is a limit of one (1) Online Entry per person per day. There is no limit to the number of Bonus Entries an entrant may receive, however, entrant will only receive one (1) Bonus Entry per unique Friend who enters via the shared Twitter Share link.** Note: Distribution to strangers, or any other promotion of the Twitter Share in a manner that would constitute or appear to constitute unsolicited commercial email or "spam" is expressly prohibited and may be grounds for disqualification from the Sweepstakes and all associated entries will be void. Entrants who choose to share a Twitter Share are subject to all notices posted on Twitter, including, but not limited to, Twitter's Privacy Policy. **The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Twitter, Inc.**

**Method #2: Instagram Entry (via Instagram feed):** During the Sweepstakes Period, login to your public Instagram account, follow @NUTROBrand on Instagram, and upload and share the Photo to your public Instagram account, including the hashtags #ULTRABarkuterieBoards and #Giveaway and @nutrobrand in the Photo caption to receive one (1) entry into the Sweepstakes (the "Instagram Entry"). By using the hashtags, participant indicates his/her/their agreement to these Official Rules. **There is a limit on one (1) Instagram Entry per person per day.** Entrant's Instagram settings must be public. Entries uploaded from "private" Instagram accounts will not be eligible. Entrants must follow and continue to follow @nutrobrand through at least October 31, 2021 in order to be notified in the event he/she/they are a potential winner. By submitting an Instagram Entry, entrants agree to [Instagram's Terms of Use](#). **This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram or Facebook, Inc.** Sponsor may not receive entries from Instagram users with "protected" accounts or profiles that are not public (i.e. user has set the Account so that only people the user has approved can view updates). Instagram posts not received by the Sponsor will not be entered into the Sweepstakes. Multiple participants are not permitted to share the same email address or Instagram account. Incomplete entries will not be accepted and are void.

Online Entry and Instagram Entry collectively referred to herein as "Entry" or "Entries".

**Regardless of the method of entry, each Entry must include an original Photo. Entries submitted with a Photo that has already been submitted or that is substantially the same as a previously submitted Photo, as determined by the Sponsor in its sole discretion, will be disqualified.**

**All Entries and Bonus Entries must be received between Thursday, August 26, 2021 at 9:00:01 AM ET and Tuesday, September 14, 2021 at 11:59:59 PM ET.** All methods of entry have an equal chance of winning. For the purposes of this Sweepstakes, a "day" is defined as the twenty-four (24) hour time period commencing at 12:00:01 AM ET and ending at 11:59:59 PM ET.

**IMPORTANT: MESSAGE AND DATA RATES MAY APPLY TO USE OF MOBILE PHONE/DEVICE TO PARTICIPATE IN SWEEPSTAKES. INSTAGRAM AND TWITTER ARE FREE TO DOWNLOAD.**

**ENTRY REQUIREMENTS & CONDITIONS:** All Entries must comply with the following minimum guidelines to be eligible:

- The Barkuterie Board should be the primary subject of the Photo. No other individuals may appear in the Photo without express written permission. If Photo features a minor under the age of majority in his/her/their state of residence, you must obtain written permission from the minor's legal guardian. If Photo features one or more dogs (each, a "Dog"), Entrant must be the owner of Dog or living in the same household as the owner of Dog.
- The Barkuterie Board must only include food(s) that are safe for pets, in Sponsor's sole discretion. **Below is a list of certain foods that should NEVER be given to a pet; however, this is not an exhaustive list, and any decision to provide your pet with food not specifically intended for pets should first be discussed with your veterinarian or pet nutritionist.**
  - Alcohol
  - Apple seeds
  - Any fruit with a pit
  - Avocado pits and skins
  - Chocolate
  - Candy (especially candy containing the toxic sweetener Xylitol)
  - Anything with Coffee or coffee beans
  - Anything with Caffeine
  - Citrus
  - Chives
  - Garlic
  - Grapes
  - Raisins
  - Gum
  - Mustard seeds
  - Tree Nuts
  - Onions
  - Raw/undercooked meat
  - Rhubarb leaves
  - Xylitol (artificial sweetener that is toxic to pets)
  - Yeast dough
- If Photo features a Dog:
  - Dog(s) should not be wearing clothes or costumes that can be seen as unsafe or not "pet-friendly"; however, bandanas are permissible.
  - Dog(s) featured in the Photo should have a collar on, but cannot have choke chains, pronged collars, shock collars or muzzles.
  - Dog(s) should not be shown eating any substances considered harmful to pets or have anything in their mouths other than pet food, pet treats or appropriate pet toys.
  - Dog(s) should not be shown with sticks, tennis balls, rope toys, raw hide, deer antlers, plastic frisbees, nylon bones, Boomer Balls or any items that can damage teeth.
  - Entry and Photo must not contain or depict any harmful or dangerous activity (in Sponsor's sole discretion) that is detrimental to the safety and well-being of the Dog(s), i.e., no pets on high surfaces.

- o Entry must not contain or depict any content where Dog(s) is in discomfort, abused, fearful, injured, malnourished, excessively skinny or obese, or sick. Further, Photo should not depict the Dog(s) displaying aggressive behavior.
- o Dog(s) should not have severe under-bites or overbites, dyed hair (even with pet-safe coloring), severe joint issues, cropped ears or docked tails, or injured or deceased.
- o Dog(s) should not be licking their adult owners in the mouth or licking the faces of babies/small children.
- o Dog(s) should not be playing with small children without proper adult supervision.
- o Dog(s) should not be playing tug-of-war, either with humans or other pets.
- o Dog(s) should not be fighting or attacking one another.
- Photos must conform to the format and size requirements and limitations of the Sweepstakes Website and Instagram.
- Entry and Photo cannot contain content that is irrelevant to the purpose of the Sweepstakes.
- Once a Photo has been submitted, it cannot be modified or deleted by Entrant.
- Each submitted Photo must be original, on which no image editing software has been used.
- No duplicate Photos or substantially similar Photos, as determined by the Sponsor's in its sole discretion, may be submitted.
- By submitting a Photo taken by a third party, Entrant warrants and represents that he/she/they has secured all rights and clearances to the Photo from the photographer.
- Entry and Photo cannot be profane, pornographic, sexually explicit or suggestive or contain nudity.
- Entry and Photo cannot be violent or promote firearms/weapons.
- Entry and Photo cannot promote alcohol, illegal drugs or tobacco.
- Entry and Photo cannot defame, misrepresent or contain disparaging remarks about people, brands, products, companies or organizations.
- Entry and Photo cannot contain content that defaces or depicts any person, brand, product, company or organizations in a negative or inappropriate manner.
- Entry and Photo cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethnic, racial, gender, religious, professional or age group.
- Entry and Photo cannot reference or contain materials embodying copyrighted images, names, likenesses or other indicia identifying any brand, products, company, organization or person, living or dead, without permission.
- Entry and Photo cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor and Instagram wish to associate.
- Entry and Photo cannot depict illegal activity and cannot itself be in violation of any law.
- Entry and Photo cannot in any way reference persons or organizations without written permission from any person or organization whose name or likeness is used.
- Entry and Photo may not include images of a known celebrity, famous or well-known person or any image which violates the right of privacy or publicity of any person.
- Photo cannot have been submitted previously in a promotion of any kind or won any previous awards.

By submitting an Entry, the Entrant understands and grants to the Sponsor an irrevocable, perpetual, non-exclusive worldwide license to use his/her/their Entry, the Entrant's Instagram

account name, Photo, Dog(s) name, hometown and likeness and Dog(s) likeness on the Sponsor's various websites and social media sites and in advertising and/or promotional activities worldwide without compensation, permission or notification. Sponsor reserves the right in its sole and absolute discretion to alter, change or modify any Entry, which includes the Photo.

By submitting an Entry, entrant warrants and represents that: (a) Entry and Photo do not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) entrant owns all rights to the Entry and Photo, including without limitation, copyrights, and has received prior written permission from a third party if any Photo was photographed by someone other than the entrant him/herself; and (c) entrant will indemnify and hold harmless the Sponsor, Sweepstakes Administrator and related entities, agents and assigns from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Entry, or entrant's conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this Sweepstakes.

ENTRIES ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER.

**PRIZES/APPROXIMATE RETAIL VALUE ("ARV")/ODDS:**

Grand Prizes: There are five (5) Grand Prizes available to be won. Each Grand Prize winner will receive a prize package to include:

- One (1) custom NUTRO ULTRA Barkuterie Board;
- One (1) \$50 pre-paid gift card that can be used to purchase human food items for the virtual meet and greet;
- Six (6) month supply of NUTRO ULTRA Dog Food, to be awarded as six (6) 30-lb. bags; and
- Group Virtual Meet & Greet with Haylie Duff and her dog\*.

**The ARV of each Grand Prize is: \$555.**

Custom Barkuterie Board, \$50 Pre-Paid Gift Cards and NUTRO ULTRA Dog Food portion of prize packages will be awarded within 45 days of winner confirmation. Pre-Paid Gift Cards are not redeemable for cash and will not be replaced if lost or stolen. Pre-Paid Gift Cards are subject to the issuing company's terms and conditions, including expiration dates. \*Group Virtual Meet & Greet with Haylie Duff and her dog ("Virtual Meet") will take place on a date and time to be determined by the Sponsor in its sole discretion. Virtual Meet will be via a video conferencing platform of Sponsor's choice, in its sole discretion. Backline, computers, other devices, internet service, and any instruments or other equipment required for the Virtual Meet are not included and are the sole responsibility of Grand Prize winner. Grand Prize winner must abide by all policies of the Sponsor and video conferencing platform. Sponsor reserves the right to revoke full or partial prize from Grand Prize winner who it deems, in its sole discretion, may be intoxicated, be a safety risk, have violated any policy or law, and/or may bring the Sponsor and/or Haylie Duff into disrepute. Furthermore, in the event a Grand Prize winner engages in behavior that, as determined by the Sponsor and/or Haylie Duff in their sole discretion, is inappropriate, obnoxious, threatening, illegal or that is intended to annoy, abuse, threaten or harass, victimize, degrade, or intimidate any other individual or group of individuals, including, but not limited to, on the basis of religion, race, ethnicity, sexual orientation, gender, age or disability, or that in any way disparages or adversely

affects the reputation, image, and/or goodwill of Sponsor and/or Haylie Duff or any of their services, products, trademarks, service marks, or logos, Sponsor reserves the right to terminate the Grand Prize, in whole or in part, with no further obligation or compensation whatsoever to Grand Prize winner. Grand Prize winner must have an email address and internet access to redeem the Grand Prize. Grand Prize must be used on the date and time specified by the Sponsor or prize will be forfeited. Dates and times are subject to change. The Sponsor and Haylie Duff are not responsible or liable if the Virtual Meet is delayed, postponed, cancelled or changed for any reason, including, but not limited to, an epidemic or pandemic; for acts of nature; or for amenities, services and/or facilities not being available due to renovations, strikes, bankruptcy and/or acts of nature. In the case of mechanical difficulties, acts of God, equipment unavailability, celebrity illness or the like, Sponsor reserves the right to work with the Grand Prize winner to make a reasonable substitution of equivalent or greater value. If substitution is not possible, Sponsor reserves the right to cancel on short notice. If the Virtual Meet is delayed, postponed, cancelled or changed by the Sponsor, a third party, or for any reason, Grand Prize winner will be notified as soon as possible. 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 any expenses that Grand Prize winner incurs, except in its sole and absolute discretion.

**Runner-Up Prizes:** There are one hundred (100) Runner-Up Prizes available to be won. Each Runner-Up Prize winner will receive a prize package to include:

- One (1) custom NUTRO ULTRA Barkuterie Board; and
- Three (3) 30-lb bags of NUTRO ULTRA dog food (three-month supply).

**The ARV of each Runner-Up Prize is \$325.** Runner-Up Prizes will be awarded within 45 days of winner confirmation.

**The total ARV of all prizes available to be won: \$35,275.**

There is a limit of one (1) prize per person.

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

**RANDOM DRAWING:** Entries and Bonus Entries are collectively referred to herein as “Entry” or “Entries”. The winners will be selected in a random drawing on or about Thursday, September 16, 2021 from among all eligible Entries received during the Sweepstakes Period by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final. Any potential prize winner who does not reply to a prize notification with the required information and within the specified time period will be disqualified and an alternate winner may be notified.

#### **WINNER NOTIFICATION & VERIFICATION:**

If a potential winner entered via Online Entry or Bonus Entry, he/she/they will be notified by email and will be required to confirm his/her/their full name, shipping address and phone number within three (3) days via return email. Noncompliance will result in disqualification and an alternate winner may be selected.

If a potential winner entered via Instagram Entry, he/she/they will be notified via direct message and/or Photo comment to his/her/their public Instagram account and will be required to respond with his/her/their full name, shipping address, email address and phone number within three (3) days via return direct message. Noncompliance will result in disqualification and an alternate winner may be selected.

If a prize notification is returned as undeliverable, or if the selected prize winner fails to claim the prize or if selected winner cannot accept or receive the prize for any reason, or he/she/they is not in compliance with these Official Rules, the prize will be forfeited and an alternate winner may be selected. 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:** Prizes 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.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge 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).

Winners are responsible for all federal, state, local and income taxes associated with winning prize.

Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, 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.

**GENERAL:** Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, the Sweepstakes Administrator, Facebook, Inc., Twitter, Inc., Haylie Duff 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 all claims and liability relating to their participation in the Sweepstakes, and the acceptance of and use/misuse of the prizes offered. Participating entrants assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Sweepstakes, acceptance, possession, or use/misuse of any prize, or 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 email account or Instagram account from which the entry is submitted. Authorized Account Holder means the natural person to whom the email account or Instagram account is registered. 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 account or Instagram account 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, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree 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 prizes 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 THE SWEEPSTAKES 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 your 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, see [UltraBarkuterieBoards.com](http://UltraBarkuterieBoards.com) or send a self-addressed, stamped envelope by September 16, 2021, to: **ULTRA Barkuterie Board Giveaway Official Rules Request**, PO Box 654, Social Circle, GA 30025-0654.

**WINNER CONFIRMATION REQUEST:** For a written confirmation of the winners (available after September 16, 2021) send a stamped, self-addressed envelope (no later than October 16, 2021), to: **ULTRA Barkuterie Board Giveaway 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

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