# ANIMAL CARE EXPO 2024 SWEEPSTAKES SERIES OFFICIAL RULES

# 1. Sponsor; Applicability

These official rules (the "Official Rules") govern the operation of the Animal Care Expo 2024 Sweepstakes Series (the "Promotion"). The Humane Society of the United States, located at 1255 23<sup>rd</sup> Street, N.W., Suite 450, Washington, DC 20037, is the sponsor of the Promotion ("Sponsor"). The Promotion is not sponsored, endorsed, or administered by Facebook.

The Promotion consists of four (4) unique sweepstakes (each a "Sweepstakes") in connection with Animal Care Expo 2024 that will be conducted across the HumanePro Facebook page (<a href="https://www.facebook.com/HSUSHumanePro">https://www.facebook.com/HSUSHumanePro</a>) and the Expo Attendees Facebook group (<a href="https://www.facebook.com/groups/2561743894054701">https://www.facebook.com/groups/2561743894054701</a>) (each an "Account" and collectively, the "Accounts"). The Official Rules shall apply to all Sweepstakes conducted as part of the Promotion.

Each Sweepstakes will have unique start and end dates, entry requirements, and prizes, each of which will be described in a unique Sweepstakes post to the Accounts (each a "Sweepstakes Post"). In the event these Official Rules conflict with any rules set forth in a Sweepstakes Post, the rules in the Sweepstakes Post shall be observed.

## 2. Entry Period

The start and end dates for each Sweepstakes within the Promotion (each an "Entry Period") will be communicated within a Sweepstakes Post to the Accounts.

## 3. Eligibility

Each Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia who, at the time of entry, are at least eighteen (18) years of age or the legal age of majority in their state of residence, whichever is older. Employees and independent contractors of Sponsor, its affiliates, and/or any other individual or entity involved in the development, promotion, or execution of the Promotion or any Sweepstakes, and the immediate family members and/or household members of each are not eligible. By participating in a Sweepstakes, you fully and unconditionally agree to be bound by these Official Rules and by Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. The Promotion and each Sweepstakes are subject to all applicable federal, state, and local laws and regulations and are void where prohibited.

### 4. To Enter

NO DONATION, PURCHASE, OR OBLIGATION OF ANY KIND IS NECESSARY TO WIN. A DONATION OR PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT YET WON. THE ODDS OF WINNING DEPEND UPON THE NUMBER OF ENTRIES RECEIVED.

To participate in any Sweepstakes, you must have a Facebook account. The method of entry for each Sweepstakes will be described in the Sweepstakes Post to the

Accounts but will commonly require you to take a particular action on Facebook in response to the Sweepstakes Post. Although you may enter in response to the Sweepstakes Post on either Account, there is a limit of one (1) entry per person per Sweepstakes (the "Entry Limit"). All entries received in excess of the Entry Limit will be disqualified. Non-winning entries do not roll over into subsequent Sweepstakes; you must enter each Sweepstakes individually.

Any attempt by you to obtain additional entries by using multiple/different Facebook accounts, identities, registrations and logins, or any other methods will void that your entries and you may be disqualified. Use of scripts, macros, other automated entry software or programs, and/or other means or practices which subvert the entry process is prohibited, and all entries received in such a manner will be disqualified. Your entry will also be disqualified if it is illegible, incomplete, if it fails to meet the required specifications, or if it is received before the applicable Sweepstakes Period begins or after it ends.

For Sweepstakes that include the submission of a photograph or other user-generated content: Your entry must be your original creative work and property and may not contain any copyrighted materials that you do not own. If the name, likeness, or other identifying information of another individual appears in your entry, you must have obtained prior permission from such individual (or if such individual is under eighteen (18) years of age, from such individual's parent or legal guardian). Sponsor, in its sole discretion, reserves the right to disqualify and/or remove any entry that (a) contains infringing, illegal, abusive, defamatory, vulgar, obscene, sexually explicit, harmful, profane, abusive, hateful, or otherwise offensive material, or (b) is otherwise unsuitable for public viewing, in Sponsor's sole discretion.

## 4. How the Winner Will Be Determined

Each Sweepstakes will have one winner (each a "Winner," and collectively, the "Winners"). Winners will be determined through a random drawing, conducted by the Sponsor, of all eligible Entries received during the Entry Period for the Sweepstakes. The drawing will take place no later than three (3) days of the end of the Entry Period of the Sweepstakes. The odds of winning depend upon the number of eligible Entries received.

## 5. Prizes

The type and approximate retail value ("ARV") of the prize or prizes to be awarded will vary with each Sweepstakes and will be described in the unique Sweepstakes post (each a "Prize" and collectively, the "Prizes"). Common prize items will include, but are not limited to, discount codes for your registration to Animal Care Expo 2024 and Animal Care Expo merchandise. All Prizes will be awarded according to the terms and conditions set forth in §§ 6-7 below.

#### 6. Prize Terms and Restrictions

Prizes are not transferable. No substitution of a Prize is permitted except at the sole discretion of Sponsor, and Sponsor reserves the right to substitute a Prize or any portion thereof with another prize of equal or greater value if a Prize becomes unavailable for any reason. No cash prize will be awarded. The actual retail value of a Prize may vary. A Winner will not receive the difference between the actual retail value of a Prize and the ARV. Any federal, state, or local taxes on Prizes and any

expenses related to the acceptance and/or use Prizes not specified herein as being awarded are the responsibility of the Winners.

Discount codes that are received as Prizes are applicable to full-conference registrations for Animal Care Expo 2024 only. Discount codes cannot be used for registration for future Animal Care Expo events. Discount codes must be entered at the time of registration for Animal Care Expo 2024. Only one (1) discount code can be applied to each Animal Care Expo 2024 registration. If a Winner has already registered for Animal Care Expo 2024, Sponsor will refund to the Winner the value of the discount code. However, if the Winner has already registered for Animal Care Expo 2024 and used another discount code for such registration, Sponsor will apply the discount code received as a Prize only if the discount code received as a Prize would result in a bigger discount to Winner than the discount code Winner initially used for their registration, in which case Sponsor will refund to Winner the difference between the registration cost with the Prize discount code applied and the amount Winner initially paid. Discount codes are not transferrable. If a Prize includes discount codes for one or more individuals other than the Winner (each a "Guest"), Winner may select the Guest(s) who receive the discount code. The use of a discount code by a Guest will be subject to the terms and conditions set forth in these Official Rules. Discount codes cannot be combined with any other discounts or offers and expire on May 15, 2024. All refunds made by Sponsor under this section will be made to the original form of payment used for the Animal Care Expo 2024 registration.

## 7. Winner Notification/Prize Claims

Each Sweepstakes Winner will be notified via Facebook, either by a direct message to the Winner's account or, if the Winner cannot be contacted by direct message, by a comment tagging the Winner, no later than one (1) week following the end of the applicable Entry Period with instructions on how to claim their Prize. Winners may be required to complete and sign an Affidavit of Eligibility and Liability Release, a W-9, and, where legal, a Publicity Release within the submission deadlines provided. If the selected Winner cannot be contacted within five (5) days of initial notification, is ineligible, or fails to return any required documentation before the applicable submission deadline, the Winner will forfeit their Prize and, at Sponsor's sole discretion, an alternate Winner may be selected. If a dispute arises as to the identity of the Winner, the Winner will be deemed to be the authorized account holder of the Facebook account used to enter the Sweepstakes. The "authorized account holder" is the natural person assigned to an email address by the internet access provider, online service provider, internet service provider, or other organization responsible for assigning email addresses.

#### 8. Additional Terms

By entering the Sweepstakes, you agree to grant to Sponsor, its affiliates, and their legal representatives, successors, and assigns the nonexclusive right and permission to use, modify, adapt, reproduce, publish, and distribute your entry, or any portion thereof, throughout the world, in any printed form and by any kind of mechanical or electronic or any other method or device of reproduction, publication, and distribution now known or later developed, during the full term of the copyright, and without notification or payment, in connection with the Sweepstakes and Animal Care Expo 2024.

By accepting a Prize, the Winner consents to Sponsor's use of his or her name, likeness, voice, and/or biographical information for promotional and other purposes without additional compensation, except where prohibited by law.

By accepting a Prize, the Winner acknowledges compliance with these Official Rules and agrees to release Facebook, Sponsor, Sponsor's affiliates, and their respective officers, directors, employees, independent contractors, representatives, and agents ("Releasees") from and against any claim or cause of action arising out of participation in the Promotion or the receipt, redemption, or use of the Prize, including any injuries or damages of any kind sustained in connection with the use, acceptance, possession, or awarding of the Prize.

## 9. Limitation of Liability

Sponsor is not responsible for printing, typographical, human or other errors of any kind in any Sweepstakes-related materials or for excess, lost, late, or incomplete entries. Sponsor is also not responsible for malfunctions of electronic equipment, computer hardware, or software or other technical problems related to Facebook or any website involved in the Promotion, including, without limitation, any injury or damage to any computer or computer equipment related to or resulting from participation in the Promotion. Sponsor makes no warranty, representation, or guarantee, whether express or implied, in fact or in law, relative to the use of any Prize or any portion thereof.

If, for any reason, a Sweepstakes is not capable of running as planned, or infection by computer viruses, bugs, or tampering, unauthorized intervention, fraud, actions of entrants, technical failures, or any other causes corrupt or infect the administration, security, fairness, integrity, or proper conduct of a Sweepstakes, Sponsor reserves the right, at its sole discretion, to disqualify any entry or entrant and/or to cancel, terminate, modify, or suspend the Sweepstakes and, at its sole discretion, select Winners from among all eligible non-suspect Entries validly received prior to the action requiring such modification. If you are found to be tampering with or abusing any aspect of the Sweepstakes, as determined solely by Sponsor, you will be disqualified along with any and all associated entries. Further, any attempt to deliberately damage or undermine the legitimate operation of a Sweepstakes may also be in violation of criminal and civil laws. Should you make such an attempt, Sponsor reserves the right to seek remedies and damages (including attorney's fees) from you to the fullest extent of the law, including criminal prosecution. By participating in a Sweepstakes, you agree that the Sweepstakes is governed only by the laws of the District of Columbia, and you consent to the exclusive jurisdiction and venue of the courts of the District of Columbia for the resolution of all claims and disputes arising out of the Sweepstakes.

## 10. Privacy

Personal information submitted in connection with a Sweepstakes will used by Sponsor as required for the administration and operation of that Sweepstakes and

otherwise in accordance with Sponsor's privacy policy (the "Privacy Policy"), which may be amended from time to time and which is currently available at <a href="http://www.humanesociety.org/privacy.html">http://www.humanesociety.org/privacy.html</a>.

# 11. List of Winners

For a list of Winners, please send a stamped, self-addressed envelope to:

The Humane Society of the United States 1255 23<sup>rd</sup> Street, N.W., Suite 450 Washington, DC 20037 Attn: Jaclyn Rosenberg

Requests must be received by no later than one month following the conclusion of the last Sweepstakes in the Promotion.