Let Pouches Bring You Places Sweepstakes OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

SWEEPSTAKES DESCRIPTION: The Let Pouches Bring You Places Sweepstakes (the "**Sweepstakes**") begins on May 1, 2024, at 12:00:01 a.m. Eastern Time ("**ET**") and ends on July 10, 2024, at 11:59:59 p.m. ET (the "**Sweepstakes Period**"). By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Mars Advertising, Inc., 25200 Telegraph Road, Southfield, MI 48033 ("**Sponsor**"), which shall be final and binding in all respects.

ELIGIBILITY: Only legal United States residents who reside in the fifty (50) United States and Washington, D.C., who are eighteen (18) years of age or older are eligible to enter. Employees, officers and directors of Sponsor, Mars Petcare US, Inc. ("**Prize Provider**") and each of their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, agents, advertising and promotion agencies (collectively, the "**Sweepstakes Entities**") and the immediate family members, and/or those living in the same household of each, are ineligible to enter the Sweepstakes or win a prize. Sweepstakes is void where prohibited by law.

HOW TO ENTER:

During the Sweepstakes Period, go to www.MarsPackAPouch.com (the "**Website**"), follow the onscreen instructions to complete the entry form in its entirety, and uploading an original photo of a pet (the "**Photo**") to receive one (1) entry into the Sweepstakes. Entrants may be given an option to play a puzzle game using their uploaded Photo, but playing the puzzle game is not necessary for entry. PHOTOS WILL NOT BE JUDGED AND WILL HAVE NO BEARING ON THE OUTCOME OF THE SWEEPSTAKES.

Limit one (1) entry per person throughout the Sweepstakes Period.

Photo Requirements: Each Photo Sweepstakes must meet ALL of the "Photo Requirements" set forth below (any Photo that, in Sponsor's good faith judgment, violates the following criteria may disqualify the associated entry):

- Photo must feature a pet and may not contain any individual other than the entrant;
- Photo must NOT contain material which is (or promoting activities which are) sexually explicit, obscene, pornographic, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing; or material that contains any derogatory references to any Sweepstakes Entities;
- Photo must not contain or transmit any materials that contain software viruses or other computer code, files or programs designed to impair, limit, interfere with or cause harm to any communications network operated by any of the Sweepstakes Entities or the computers of any individual or entity participating in or otherwise associated with the Sweepstakes;

- Photo must be entirely original to the entrant and must NOT include any copyrighted media production, or references to films, music, books, television programming, etc., or contain any identifying descriptions of any media property;
- Photo must NOT include images of or reference to third party trademarks, logos, insignia, location signage, photographs, artwork, or sculpture (other than those belonging to Sponsor), nor the names and likenesses of other individuals without their written consent; and
- Photo must comply with Sponsor's Terms & Conditions available at https://www.themarsagency.com/terms-conditions/.

By entering into this Sweepstakes, each entrant represents and warrants that (i) the Photo is entrant's own original, previously unpublished work; (ii) that entrant owns the copyright in and to the Photo; (iii) that such Photo and the use of the Photo as anticipated in the Sweepstakes does not violate the rights of any third party or infringe or violate any law, and as of the date of the entry into the Sweepstakes, is not the subject of any actual or threatened litigation or claim; and (iv) the Photo and the use of the Photo do not and will not violate any applicable laws, including, without limitation, any copyright, trademark, right of publicity or privacy law, and is not and will not be defamatory, libelous, pornographic or obscene. <u>Note</u>: Sponsor reserves the right, in its sole discretion, to disqualify any entry in the Sweepstakes if Sponsor views the Photo as potentially infringing or otherwise a violation or potential violation of a third party's rights or if it deems the Photo to be lacking in taste, quality, or to be otherwise objectionable. Entrants reserve all right in and to the Photos included with entry.

Photos may be posted in a public gallery on the Website. Inclusion in such gallery has no bearing on the outcome of the Sweepstakes.

All entries must be received by the end of the Sweepstakes Period in order to participate. The Website's database clock will be the official timekeeper for online entries in this Sweepstakes. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Sweepstakes Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes. The Sweepstakes Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

WINNER SELECTION AND NOTIFICATION: At the end of the Sweepstakes Period, ten (10) potential winners will be randomly selected from all eligible entries received throughout the Sweepstakes Period. The potential prize winners will be notified by e-mail following the drawing, using contact information provided or collected at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within seventy-two (72) hours of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential alternate winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential prize winner will be disqualified, and an alternate prize

winner may be selected. Odds of winning a prize depend on the total number of eligible entries received throughout the Sweepstakes Period.

PRIZES/APPROXIMATE RETAIL VALUE:

Ten (10) Prizes are available. Each Prize consists of a coupon book containing twelve (12) \$30 USD coupons which may be redeemed for CESAR® Wet Dog Mini-Pouches & PEDIGREE® Wet Dog Food Pouches. The approximate retail value ("**ARV**") of each Prize is \$360.

The total ARV of all Prizes available in this Sweepstakes is \$3,600.

GENERAL PRIZE CONDITIONS: Prize winners shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Any potential prize winner may have to execute and return an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents"). If winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of prize notification (or a shorter time if required by exigencies), winner may be disqualified and an alternate winner may be selected. Winners may not substitute, assign or transfer a prize.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished by third parties in connection with the Sweepstakes. <u>WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.</u>

GENERAL: Acceptance of a prize constitutes prize winner's permission for Sponsor and its designees to use prize winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that the Sweepstakes Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, or stolen entries or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select winners in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

GOVERNING LAW: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL 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 STATE'S LAWS.

WINNER'S LIST: Any legally required winner's list may be obtained by sending a selfaddressed, stamped envelope to: Let Pouches Bring You Places Sweepstakes Winners, 2100 N Greenville Ave., #400, Richardson, TX 75082. All such requests must be received within six (6) weeks after the end of the Sweepstakes Period.