## 2024 Animals of Autumn Contest Official Rules

## NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

**ELIGIBILITY:** The Promotion is open to legal residents of the continental United States and the District of Columbia that are the age of majority in their state of residence or older at time of entry, registered users of Facebook, and fans of the Purina Flock Facebook page. Void where prohibited. Employees, directors and officers of Purina Animal Nutrition LLC, its affiliates, subsidiaries, advertising and promotion agencies and the immediate family members and/or those living in the same household of each are not eligible. This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. You understand that you are providing your information to Purina Animal Nutrition and not to Facebook. Dogs and cats are NOT eligible.

**TIMING AND HOW TO ENTER; JUDGING AND WINNER SELECTION:** Participants must participate in the Promotion between October 28, 2024 9:00 a.m. CST and December 6, 2024 12:00 p.m. CST (the "Promotion Period") by following the participation and eligibility requirements outlined herein. There will be a break in between the categories and the final grand prize voting from November 23, 2024 and November 30, 2024.

Participants may enter the Sweepstakes via the Purina Flock Facebook page during the Entry Period. Follow the directions on any of the four posts to submit your entry.

On each Monday during the first four (4) weeks of the Promotion (the "Entry Period"), Sponsor will post a call for entries in one of four (4) categories: Critter Counsel, Neighborhood Charmer, Master of Mischief, Happiest Hangout (each a "Category" or collectively "Categories").

Participants must comment with a photo or video with a story showing their animal's personality or appearance matching the weekly category. Participants must include the hashtag #AnimalsofAutumnSweepstakes. Entries must feature an animal and the hashtag #AnimalsofAutumnSweepstakes to qualify.

Fans and participants will vote for their favorite entry or entries by liking the photo or video comment posted. The Entry with the most fan likes on the Friday of that week at 12:00 p.m. CST wins that week's category. The winner of each of the four (4) categories will be qualified for the Grand Prize (defined below).

The Entry with the highest number of votes in each of the four Categories will compete for the Grand Prize (defined below). Beginning at 9:00 a.m. CST on December 2, 2024 and ending at 12:00 p.m. CST on December 6, 2024 (the "Voting Period"), these top four Entries will be posted to the Purina Flock Facebook Page by Sponsor. Page fans may vote for their favorite Entry during the Voting Period. The Entry with the most likes at the end of the Voting Period will be the Grand Prize winner. In the event of a tie, Entry with the most fan votes in the previous round will win. Fans may vote for each finalist entry one time total. All votes must be received by 12:00 p.m. CST on December 6, 2024.

The Entry with the highest number of votes in each of the four (4) categories will be posted by the Sponsor on the Purina Flock Facebook page on December 2, 2024 (9:00:01 a.m. CDT), Fans of the Purina Flock Facebook page will vote for their favorite entry by liking the photo posted by the Sponsor. Fans may vote up to once per day. The photo or video with the most likes on December 6, 2024 (12:00 p.m CDT) will be the Grand Prize Winner. In the event of a tie, Entry with the most votes in the previous round will win.

Sponsor's timeclock is the official timekeeper for all Promotion-related deadlines.

Votes generated by script, macro or other automated means or with the intent to impair the integrity of the voting process, as determined by Sponsor in its sole discretion, will be void. Participants and fans are encouraged to share the posts with their connections.

**ENTRY REQUIREMENTS:** Participants may submit multiple Entries per person during each of the first four weeks of the Entry Period. However, a weekly winner is ineligible to enter or win in the future weekly contest(s).

By submitting an Entry, you represent and warrant that you own the Entry, it is original and has not been previously published or won an award, and contains your own words, photo, and description. Entries must not: (i) contain any material that infringes upon third-party intellectual property, privacy, proprietary or other rights (including if used in advertising), (ii) reference any entity other than Sponsor, reference any individual other than the Entrant, or contain any third party advertising, including but not limited to logos, brand names, and slogans, other than those relating to Sponsor, (iii) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), (iv) contain any obscene, defamatory, offensive, or otherwise unlawful, objectionable, or inappropriate content, as determined in Sponsor's sole discretion, or (v) any unlawful content that is in violation of any applicable laws or regulations. All Entries are subject to approval and may be removed at any time. Entries become the sole and exclusive property of Sponsor and none will be returned.

By submitting an Entry, you grant to Sponsor an irrevocable, royalty-free, perpetual license to use the Entry materials as discussed herein and for all purposes associated with the Promotion. You also waive any moral rights you may have in the Entry. Except where prohibited by law, all entrants grant to Sponsor the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known (including without limitation use in publications, online on the Page and Sponsor websites) his or her Entry, name, image or likeness, without additional compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor. You agree that Sponsor is not responsible for any unauthorized use or distribution of the Entry materials by a third party.

Illegible and incomplete Entries are void. Sponsor is not responsible for lost, late, mutilated, misdirected Entries or Entries not received regardless of cause. In the event of a dispute over who submitted an online Entry, the Entry will be deemed to have been submitted by the authorized account holder of the e-mail account identified with the submitting Facebook account. The authorized account holder is deemed to be the natural person who is assigned to the e-mail address by the relevant entity responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

Sponsor shall have the right to disqualify any Entry that Sponsor believes, in its sole discretion, to contain any infringing materials.

**PRIZE STRUCTURE & APPROXIMATE RETAIL VALUES:** Each Category winner (4 total) will receive an Animals of Autumn gift box, featuring:

Four (4) \$25.00 Purina® feed coupons, approximate retail value (ARV): \$100.00 One Purina® Gift Box, ARV: \$50.00 Two Purina® coop signs, ARV: \$15.00 Five Purina® decal stickers, ARV: \$30.00

Grand Prize winner will receive Twenty (20) \$25.00 Purina<sup>®</sup> Feed Coupons, ARV: \$500.00.

Total ARV for all prizes is \$1,280.00

Winners will be notified by Facebook Messenger. The winners will have 48 hours to respond via Facebook message before alternate winner(s) will be selected. Any notification that is undeliverable or any prize returned as undeliverable will result in prize forfeiture. Winner(s) may be required to sign an affidavit of eligibility and liability release, publicity release, and IRS Form W-9 (where permitted or required). Any prize may, in Sponsor's discretion, be forfeited if an affidavit, release(s), and/or Form W-9 is/are incomplete or is not returned postmarked by the date requested in the materials to Sponsor after being sent to a winner or if Sponsor cannot notify any potential winner for any reason. If the prize is forfeited for any reason, Sponsor reserves the right to award the prize to the Entry with the next highest fan vote. All federal, state, or other tax liabilities arising from this Promotion are the sole responsibility of the prize recipients. Non-cash prizes are not redeemable for cash, except as required by law. No substitution or transfer of prize permitted, except that Sponsor may substitute a prize of equal or greater value.

GENERAL RULES: By entering this Promotion, entrants agree to be bound by these Official Rules and the decisions of the Sponsor that shall be final and binding in all respects. Failure to comply with these Official Rules may result in disgualification. Sponsor reserves the right at its sole discretion to disgualify any entrant suspected of tampering with the entry process or the operation of the Promotion; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. NOTICE TO ENTRANTS: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, in its sole discretion, to award prizes based solely on judging scores or non-suspect votes. Any damage made to the Page will be the responsibility of the authorized e-mail account holder of the e-mail address submitted at the time of entry. Proof of submitting Entries will not be deemed to be proof of receipt by Sponsor. Any Entries which are suspected of being fraudulent (including those using robotic, automatic, programmed or similar methods of participation) will be disqualified, based on determinations made solely by Sponsor. Sponsor reserves the right to prohibit the participation/voting of an individual if fraud or tampering is suspected or if the account holder fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

LIMITATIONS OF LIABILITY: Sponsor and its subsidiaries, affiliates, agencies, law firms, and their employees, officers, directors, agents, and representatives (collectively, "Promotional Parties") assume no responsibility or liability for: (a) any incorrect or inaccurate Entry information, or for any late, lost, misdirected, faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of Entries at any point in the operation of this Promotion; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (d) inaccessibility or unavailability of the Internet or any combination thereof, or; (e) any injury or damage to participant's or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion or download any materials in the Promotion. If, for any reason, the Promotion is not capable of running as planned for reasons which may include without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other major causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part and determine finalists based on the number of valid Entries and/or valid votes received prior to the interruption of the Promotion.

**RELEASES:** All entrants, as a condition of entry into the Promotion, agree to release the Promotional Parties and Facebook and each of their respective parents, subsidiaries and affiliated companies from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with accessing the Page, submitting an Entry or otherwise participating in any aspect of

the Promotion, the receipt, ownership or use of any prize awarded or participation in any prize-related activities, and any typographical or other error in these Official Rules or the announcement of offering of any prize. The winners shall bear all risk of loss or damage to their prize after it has been signed for and delivered. Sponsor makes no representations or warranties of any kind concerning the appearance, safety, or performance of any prize or prize-related activities. Entrant indemnifies the Promotional Parties from any and all claims that the Entry materials violate any rights of a third party.

**DISPUTES:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be forwarded to Sponsor (and not Facebook) and resolved individually, without resort to any form of class action, and exclusively by the United States District Court, or the appropriate Minnesota State Court, (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 entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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 the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Minnesota without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

**NO AFFILIATION WITH FACEBOOK:** This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. Any questions, comments, or complaints regarding the Promotion will be directed to Sponsor—not to Facebook. You understand that you are providing your information to Sponsor and not to Facebook.

**WINNER'S LIST:** For a list of prize winners, send a self-addressed stamped envelope to: Purina Animal Nutrition LLC, Attention: 2024 Animals of Autumn Contest., 4001 Lexington Avenue N., Arden Hills, MN 55126

SPONSOR: Purina Animal Nutrition LLC, 4001 Lexington Ave N., Arden Hills, MN 55126