Date: April 30, 2025 Nestlé Purina Pet Care Company National Pet Month - Spin to Win Terms & Conditions

Legal Disclosures:

ABBREVIATED RULES:

NO PURCHASE NECESSARY TO ENTER OR WIN. Nestlé Purina Pet Care "National Pet Month Spin to Win" is open to legal residents of 50 U.S. & D.C., who are 18 and older (or 19 for residents of AL & NE) and are Purina loyalty members. THIS PROMOTION IS NOT OPEN TO THE GENERAL PUBLIC. Starts at 8:00:01 AM CT on 05/01/2025 and ends at 11:59:59 CT on 05/31/2025. Prizes range from 25 points to 150 points. Points have no monetary value. Odds of receiving points is 100%. For full official rules, visit FAQ section of www.purina.com/purina-perks. Void where prohibited, restricted, or taxed by law. Sponsor: Nestlé Purina Pet Care Company, 1 Checkerboard Square, St. Louis, MO 63164.

SHORT ABBREVIATED:

NO PURCHASE NECESSARY TO ENTER OR WIN. Open to legal residents of 50 U.S. & D.C., 18 & older and are Purina loyalty members. Starts at 8:00:01 AM CT on 05/01/2025 and ends at 11:59:59 CT on 05/31/2025. Prizes range from 25 points to 150 points. Points have no monetary value. Odds of receiving points is 100%. For full official rules, visit FAQ section of www.purina.com/purina-perks. Void where prohibited, restricted, or taxed by law. Sponsor: Nestlé Purina Pet Care Company, 1 Checkerboard Square, St. Louis, MO 63164.

SUPER ABBREVIATED:

No Purch Nec. Subject to Off Rls at <u>www.purina.com/purina-perks</u>. Ends at 11:59:59 CT on 05/31/2025. Void where prohibited or restricted.

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

BY SPINNING, EACH ENTRANT AGREES TO THESE OFFICIAL RULES.

- Eligibility: The Nestlé Purina PetCare "National Pet Month Spin to Win" (the "Promotion") is open only to legal residents of the 50 United States and District of Columbia who are 18 years or older (or 19 if resident of AL or NE) and are members of the Purina loyalty program at the time of entry. THIS PROMOTION IS NOT OPEN TO THE GENERAL PUBLIC. Void where prohibited by law. No purchase necessary to enter the Promotion. The Promotion is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. **Promotion Period:** The Promotion starts at 8:00:01 AM Central Time ("CT") on May 1, 2025, and ends at 11:59:59 PM CT on May 31, 2025 ("Promotion Period").
- 3. **How to Enter.** To enter the Promotion, open your myPurina app (on Apple or Android) and log in using your Purina Perks member log-in ("Rewards Account"). Once logged in, go to the Receipt Upload

page, upload a receipt to receive one (1) spin. For Points offered in connection with a purchase, you must upload an image of a purchase receipt with legible retailer name, transaction date, identification of eligible Purina products purchased, and item transaction amount. Each receipt can be used only one time, by one Account for up to one month after purchase. For each receipt uploaded during the promotion period, user will receive (1) spin. Points on spinner 'slice' will be automatically awarded to user's account within 48 hours. All spins must be completed by 11:59:59 PM CT on May 31, 2025, to be processed. Sponsor is not responsible for any technical issue relating to the entry. If user wishes to alternative form of entry, thev may email customer service use an at PUSTLSharedMail0123@purina.nestle.com.

4. **Winner Selection and Notification:** Every participant who spins will win loyalty points that will be awarded to their account in the myPurina app. The odds of landing on any individual slice on the spinner is 1:8. The slice the spinner lands on is randomly determined with each spin. The points values on the slices are as follows: Four (4) slices: 25 points; One (1) slice: 50 points; One (1) slice: 75 points; One (1) slice: 100 points; One (1) slice: 150 points.

Prize and Approximate Retail Values ("ARVs"): Points awarded have no monetary value. Points have no cash value, are issued for promotional purposes only, are non-transferable, cannot be bartered, exchanged, or redeemed for cash, do not constitute your property, may not be combined with Points in other Accounts, and may not be transferred or assigned to any other person, entity, trust, or estate.

- 5. **Claiming the Prize:** No action is needed to claim prize once spin is completed. Points will be automatically awarded to loyalty member's account within 48 hours.
- 6. Participation Conditions/Release/Consent to use Likeness: By participating, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Promotion; (b) release and hold harmless the Released Parties from and against any and all claims, expenses, and liability, including, but not limited to, negligence and damages of any kind to persons and property, including, but not limited to, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's participation in this Promotion, and acceptance or use or misuse of prize; (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to a participation and/or entrant's acceptance, use or misuse of prize; and (d) allow Sponsor's use for promotional purposes of his/her likeness, voice and/or address (city/state) without any additional compensation.

7. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or manmade pandemic or epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the participation process or the operation of the Promotion or to be acting in violation of these Official Rules or any other Promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Only the type and quantity of prize described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these 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 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

- 8. Limitations of Liability: The Released Parties as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited, to malfunctions, interruptions or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the participation process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of phone calls; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any Prize.
- 9. Privacy Policies and Data Collections: Information provided by you is subject to Sponsor's privacy policy: <u>www.purina.com/privacy-policy</u>. By entering this Promotion, each entrant agrees that the Sponsor and/or Administrator has the right to contact the entrant by phone, direct message, or email accounts associated with myPurina account to administer and fulfill this Promotion.
- 10. Disputes/Governing Law: Entrant agrees that: any and all disputes, claims and causes of action arising out of or connected with this Promotion, other than those concerning the administration of the Promotion or the determination of Winner or for any disputes arising from the loss or injury from the participation in a Prize, shall be resolved individually, without resort to any form of class action; (ii) any disputes arising out of these Official Rules (except for any disputes arising from the loss or injury from the use of Prizes) shall be submitted to final, binding arbitration conducted in Missouri under the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services Inc. before a single, neutral arbitrator who is a former or retired Missouri state or federal court judge with experience in entertainment matters who shall follow Missouri law and the Federal Rules of Evidence and have no authority to award punitive damages. Either party may enforce a final arbitration award in any court of competent jurisdiction in Missouri including an award of costs, fees and expenses incurred in enforcing Fthe award. Notwithstanding the foregoing, Released Parties shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of these Official Rules) in the state and federal courts of Missouri. Any dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of these Official Rules), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Missouri; (iii) 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 (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. 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 Missouri, without giving effect

to any choice of law or conflict of law rules (whether of the State of Missouri or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Missouri.

- 11. **Official Rules:** For a copy of these Official Rules see the FAQ section of the Website, <u>www.purina.com/purina-perks</u> during the Promotion Period.
- 12. **Sponsor**: Nestlé Purina PetCare Company, 1 Checkerboard Square, St. Louis, MO 63164.