

**NESTLE PURINA PET CARE  
PURINA PET PARADE PHOTO CONTEST  
Official Rules**

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

**BY SUBMITTING A PHOTO IN THIS CONTEST, THE ENTRANT HEREBY ACKNOWLEDGES AND AGREES THAT THE PHOTO MAY APPEAR ON SPONSOR'S WEBSITE AND SOCIAL MEDIA PAGES.**

**BY ENTERING THE CONTEST, EACH ENTRANT AGREES TO THESE OFFICIAL RULES.**

1. **Eligibility:** The Nestle Purina Pet Care – Purina Pet Parade Photo Contest (the "Contest") is open only to legal residents of Missouri and Illinois who are 18 years or older. Void outside of Missouri and Illinois, and where prohibited by law. No purchase necessary to enter the Contest. Employees of Nestlé Purina Pet Care Company, PO Box 1326, Wilkes-Barre PA 18703 (the "Sponsor"), Brandmovers, Inc., 590 Means Street, Suite 250, Atlanta, GA 30318 ("Administrator"), Open Door Animal Sanctuary (collectively with Sponsor the "Released Parties"), and any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Contest and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members of each such employee are not eligible to enter or win. The Contest 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 Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
2. **Contest Periods:** The Contest consists of the following four (4) time periods and deadlines:
  - a. The entry period begins on December 28, 2020 at 12:00:01 AM Central Time ("CT") and ends January 20, 2021 at 11:59:59 PM CT (the "Contest Entry Period").
  - b. The semi-finalists judging period will run from January 21, 2021 through January 24, 2021 ("Semi-Finalist Judging Period").
  - c. The finalist popular voting period will begin at 12:00:00 AM CT on January 25, 2021 and end at 11:59:59 PM CT on February 9, 2021 ("Finalist Popular Voting Period").
  - d. The grand prize judging period will be captured on video which will be posted online and available to the public on February 16, 2021 ("Grand Prize Judging Period").
3. **How to Enter.** To enter the Contest, eligible entrants can visit [www.PurinaPetParade.com](http://www.PurinaPetParade.com) ("Website") during the Contest Entry Period (defined in Official Rule #2(a) above) to find, complete and submit the online entry form, including uploading a photo of your pet in their best Mardi Gras parade costume ("Photo"). All entries must be received by 11:59:59 PM CT on January 20, 2021 to be eligible for the Contest. Sponsor is not responsible for any technical issue relating to the entry, including any issues with uploading the Photo. Limit one (1) entry per person during the entire Contest Entry Period.
4. **Photo Entry Requirements:** Entrants agree to and understand that Photo entries will be made available to the public, including without limitation, posting on the Internet and may appear in Sponsor's advertising and marketing materials. Whether or not Photo entries are published on the Internet, Sponsor does not covenant or guarantee any confidentiality with respect to any Photo entries.
  - a. The Photo entry must not have been submitted previously in any Contest of any kind or exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of friends and family) through any means previously.
  - b. Each Photo entry must be an original creation of the submitting entrant which is under no restriction, contractual or otherwise, that will prevent Sponsor's use of the Photo entry and each Photo entry must be free of any and all liens, encumbrances and claims of third parties. Entrant acknowledges, agrees and warrants that, nothing in the Photo entry infringes on any copyrights, confidential information, trade

secrets or trademarks belonging to any person or entity other than the Photo entrant absent a suitable license, clearance or permission agreement (proof of which is required upon submission), or violates any person's rights of privacy or publicity and that all necessary releases and permissions have been secured. Entrant agrees to indemnify and hold harmless each of the Contest Entities and their respective parent, subsidiaries, and affiliates and each of their respective officers, directors and employees, from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by entrant of these Official Rules or the warranties and representations made by entrant in this paragraph. Modifying, enhancing or altering a third party's preexisting work does not qualify as entrant's original creation.

- c. By uploading the Photo entry the entrant agrees, for zero compensation, to grant to Sponsor all intellectual property rights in the Photo entry and each of its constituent parts, which rights include, without limitation, the Sponsor's right to publish, make available to the public and/or reproduce the Photo entry through any media available at any time during, or after, the Contest Period on any related websites, in any promotional materials, whether related or un-related to the Contest, and at any other location, whether physical or online, that Sponsor, in its sole discretion, deems appropriate and necessary for the operation and promotion of this Contest. In addition, entrant warrants that any so called "moral rights" in the Photo Entry have been waived and entrant acknowledges and agrees that Sponsor may use any ideas from any Photo entry or other submitted materials, whether or not entrant has been awarded a prize in connection with any such Photo Entry or other materials. Entrant agrees to release, defend, indemnify and hold harmless each of Contest Entities, and each of their parent, subsidiaries, and affiliates and each of their respective owners, employees, directors, officers, agents, and subcontractors from all claims, demands, and causes of action of any nature whatsoever which entrant or entrant's heirs, representatives, executors, administrators, or any other persons acting on entrant's behalf or on behalf of entrant's estate, have or may have by reason of: (i) Sponsor's exercise of any rights granted by entrant in this paragraph; (ii) claims based on violation of any right of publicity or rights of personality, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Sponsor's use of the Photo entry and any portion thereof, or the likeness of any natural person therein.
- d. Entrants are responsible for securing necessary permissions, talent and location releases, and licenses for any visual material contained in the Photo entries.

### **Photo Entry Content Restrictions**

Photo entries must not contain material that:

- a. Contains or depicts someone smoking or intoxicated;
- b. Violates or infringes another's rights, including without limitation, privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- c. Contains material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- d. Contains any unacceptable clothing or adornments, or displays any commercial/corporate advertising other than that of Sponsor (including but not limited to corporate logos, brand names, trademarks, slogans, political, personal and religious statements);
- e. Contains indecent or unsafe behavior or situations, profanities or obscenities, including but not limited to nudity, or pornography, or is otherwise inappropriate, indecent, profane, obscene, hateful, tortuous, slanderous or libelous;
- f. References persons or organizations without their written permission;
- g. Disparages any persons or organizations;
- h. Includes threats to any person, place, business, or group;
- i. Is unlawful, in violation of or contrary to all applicable federal, state, or local laws and regulations.

Failure of any Photo entry to comply with the above "Photo Entry Requirements" and "Photo Entry Content Restrictions," as determined by Sponsor, in its sole discretion, may result in disqualification of entrant. Without limitation, Sponsor reserves the right in its sole discretion to disqualify any entry that, in their sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Contest or any other person or entity, does not comply with these Official Rules or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein. All Photo entries shall become the exclusive property of Sponsor and will not be returned. Photo entries must be suitable for presentation in a public forum, in sole determination of Sponsor.

5. **Judging Criteria/Semi-Finalist/Finalist/Prize Winners Selection:**

i. **Semi-Finalists:** During the Semi-Finalist Judging Period, all eligible Photos received during the Contest Entry Period will be judged by an independent judging panel using the following judging criteria and points: (a) Mardi Gras Themed Costume (Up to 30 Points); (b) Creativity of Photo (Up to 30 Points); and (c) Memorableness of Photo (Up to 30 Points) (collectively, the “Judging Criteria”). The top twenty (20) highest scoring Photos will be deemed Semi-Finalists. In the event of a tie, the Photo with the highest score in the Mardi Gras Themed Costume criteria will be deemed the winning Semi-Finalist from among all tying Photos. Sponsor reserves the right to select fewer than 20 Semi-Finalists in the event that there are not a sufficient amount of entries received during the Contest Entry Period.

ii. **Finalists:** The twenty (20) Semi-Finalist’s Photos will each be posted on the online St. Louis Post Dispatch Newspaper found at [stltoday.com](http://stltoday.com) (“Voting Site”) during the Finalist Popular Voting Period where members of the general public can visit the Voting Site and vote for their favorite Photo through the voting mechanism on the Voting Site. All votes must be cast by 11:59:59 PM CT on February 9, 2021 to be counted as a vote. The top five (5) Photos who receive the most votes during the Finalist Popular Voting Period will be deemed the Finalists, and will move on to the Grand Prize Judging Period. In the event of a tie, the Photo who scored the highest during the Semi-Finalist Judging Period will be deemed the winning Finalist from among all tying Semi-Finalists. Votes generated by script, macro or other automated means will be disqualified. No one may offer to sell votes (or offer to be paid, whether in currency, in kind or other form of compensation, for votes). The use of automated or third party software or Website to participate in the Finalist Popular Voting Period is prohibited. Sponsor in its sole discretion reserves the right to disqualify any votes cast or entries associated with such votes in violation of the above restrictions.

iii. **Prize Winners:** Then, the five (5) Finalist’s Photos will be re-judged during the Grand Prize Judging Period by the Panel using the same Judging Criteria defined in Official rule 5(i) above. The judging will be captured on video and will be streamed on [stltoday.com](http://stltoday.com) during the Grand Prize Judging Period. The Photo that receives the highest score will be deemed the Grand Prize winner, the Photo who receives the second to the highest score will be deemed the First Prize winner and the Photo who receives the third to the highest score will be deemed the Second Prize winner. Each potential winner will be notified by Administrator or Sponsor on or about the business day following the Grand Prize Judging Period by email or telephone. Administrator will make up to two (2) attempts to contact each potential winner. In the event Administrator is unable to reach a potential winner, that potential winner forfeits their right to the prize and the next highest scoring Photo will be deemed the alternate winner, time permitting.

8. **Prizes and Approximate Retail Values (“ARV”) – One (1) Grand Prize – \$500.00 cash or check, and twelve (12) \$40.00 coupons, valid for certain qualified Purina pet food products valid for redemption at Schnucks or a comparable grocery. No cash back allowed for any unused portion of a coupon. Coupons are subject to the terms, conditions and restrictions as printed on the coupon. Coupons are subject to expiration dates listed on the coupon. Taxes not included. ARV: \$980.00. One (1) First Prize – \$250.00 cash or check and twelve (12) \$40.00 coupons, valid for certain qualified Purina pet food products valid for redemption at Schnucks or a comparable grocery. No cash back allowed for any unused portion of a coupon. Coupons are subject to the terms, conditions and restrictions as printed on the coupon. Coupons are subject to expiration dates listed on the coupon. Taxes not included. ARV: \$730.00. One (1) Second Prize – \$100.00 cash or check. and twelve (12) \$40.00 coupons, valid for certain qualified Purina pet food products valid for redemption at Schnucks or a comparable grocery. No cash back allowed for any unused portion of a coupon. Coupons are subject to the terms, conditions and restrictions as printed on the coupon. Coupons are subject to expiration dates listed on the coupon. Taxes not included. ARV: \$580.00.**

Prizes are non-transferrable, and not substitutable. Sponsor may substitute the prize for one of equal or greater value at Sponsor’s sole discretion for any reason. Winners may be required to sign a liability

and/or publicity release (“Prize Release”) prior to issuance of a prize. A 1099 form may be submitted to all appropriate taxing authorities. The winners must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules.

9. **Claiming the Prize:** In order to collect the Prize, the potential Prize winners will be required to verify their mailing address to Sponsor, and provide the Prize Release and W9 (if applicable) to Sponsor, in within ten (10) days of being notified they are a winner. Upon receipt of the Prize Release and W9, Sponsor or Administrator will mail the Prize to that winner. In the event the potential winner fails to verify their address or any required documents within the timeframe provided by Sponsor, he or she will forfeit his or her right to the Prize. Sponsor is not responsible for lost, late, delayed, damaged, stolen or mutilated mailing of any prize. All unclaimed or returned prizes remain the property of Sponsor.
10. **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 Contest; (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 Contest, 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 an entrant's participation in the Contest 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.
11. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made 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 Contest, 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 Contest or to be acting in violation of these Official Rules or any other Contest or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest 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.
12. **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 Contest; (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 Contest; (4) technical or human error which may occur in the administration of the Contest 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 Contest or receipt or use or misuse of any Prize.

13. **Privacy Policies and Data Collections:** Information provided by you for this Contest on the entry form, including is subject to Administrator's Privacy Policy: <https://www.brandmovers.com/terms-and-conditions>; or Sponsor's privacy policy: [www.purina.com/privacy-policy](http://www.purina.com/privacy-policy) as applicable. By entering this Contest, each entrant agrees that the Sponsor and/or Administrator has the right to contact the entrant by phone, direct message, or email accounts provided on the Entry Form to administer and fulfill this Contest.
14. **Disputes/Governing Law:** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, other than those concerning the administration of the Contest or the determination of Winners 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 the 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 Contest, 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 Contest, 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.
15. **Contest Winners:** For the Contest Winners' names (available after February 7, 2021), send a hand-printed, self-addressed, stamped envelope to: Winners List, Purina Pet Parade Photo Contest Winners, Brandmovers, Inc., 590 Means Street, Suite 250, Atlanta, GA 30318.
16. **Official Rules:** For a copy of these Official Rules see the Website during the Contest Period or send a hand-printed, self-addressed, stamped envelope to: Official Rules – Purina Pet Parade Photo Contest Rules, Brandmovers, Inc., 590 Means Street, Suite 250, Atlanta, GA 30318.
17. **Sponsor:** Nestlé Purina Pet Care Company, 801 Chouteau Avenue, St. Louis, MO 63102.  
**Administrator:** Brandmovers, Inc., 590 Means Street, Suite 250, Atlanta, GA 30318.

#### **ABBREVIATED RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN.** The Purina Pet Parade Photo Contest is open to legal residents of MO & IL, 18 and older. Begins on 12/28/20 at 12:00:00 AM CT and ends on 2/27/21 at 11:59:59 PM CT. Subject to official rules at [www.PurinaPetParade.com](http://www.PurinaPetParade.com). Void where prohibited, restricted, or taxed by law. Sponsor: Nestlé Purina Pet Care Company, 801 Chouteau Avenue, St. Louis, MO 63102.

