

PetSafe® Happy and Playing Best Moments Photo Contest
Official Contest Rules

By entering the Contest you accept and agree to be bound by these Official Contest Rules.

1. No Purchase Necessary:

No purchase necessary to enter. A purchase will not increase your chances of winning. Void where prohibited by law.

2. Sponsor:

The PetSafe Happy and Playing Best Moments Photo Contest (the “**Contest**”) is sponsored by Radio Systems Corporation having a principal place of business at 10427 PetSafe Way, Knoxville, TN 37932 (the “**Sponsor**”).

3. Prize Description:

At the conclusion of the Contest, Sponsor will award one (1) prize pack of Busy Buddy or FunKitty pet toys, in accordance with these Official Contest Rules. The total value of prize to be awarded is less than five hundred dollars (\$500.00).

4. Eligibility:

The Contest is open only to legal residents of the United States who have reached the age of majority at the time of entry. Employees, officers, directors, affiliates, licensees, distributors and fulfillment agencies of the Sponsor, and respective immediate family members (a spouse, sibling, parent, child or grandparent and the spouses of such persons) and other persons living in their same households are not eligible to participate in the Contest. The parties acknowledge that the Sponsor shall not be liable for the reimbursement of any prizes or other amounts payable to entrants who are in violation of these eligibility requirements or these Official Contest Rules. One entry is allowed per person. Entrants may not enter the Contest using multiple addresses, emails or identities nor may entrants use any other device or artifice to register multiple times or as multiple parties. Any entrant who attempts to enter with multiple identities or uses any device, false identity or artifice to enter multiple times will automatically be disqualified from the Contest.

5. Contest Period:

The Contest begins at 12:00 PM ET on February 13, 2013 and ends at 5:00 PM ET on February 25, 2013.

6. How to Play / Description of Contest:

a. Entry

To enter the Contest, an entrant must do one of the following:

- (i) Visit www.facebook.com/PetSafeBrand and complete the Contest entry form to submit your photo; or
- (ii) Upload your photo to Twitter, Instagram or Pinterest including ***both*** of the following hashtags: #petsafebestmoments and #happyandplaying.

Each Entrant represents and warrants that the photo submitted:

- (i) Is original and was lawfully produced by the Entrant; and
- (ii) Does not infringe the intellectual property rights or privacy of any third party.

All entries must be received by the Sponsor before 5:00 PM ET on February 25, 2013. Any entry that is illegible, inaccurate, incomplete, late or does not otherwise conform with these Official Contest Rules will be disqualified. Sponsor is not responsible for late or incomplete Entries or for technical problems with the photo submission. Entrant is solely responsible for all electronic submissions, and Sponsor will not be responsible for any submission that is not received due to an incomplete or improper transmission or other technical problems. Sponsor has no obligation to correspond with any Entrant or acknowledge the receipt of any Entry. Sponsor has no obligation to advise Entrant of an incomplete Entry, and any Entry that is incomplete will be disqualified.

b. Winner Selection.

Valid Entries will be judged by a panel of judges (“**Judges**”) selected by the Sponsor in its sole discretion. Judges will review and score each Entry based on the impact and creativity of the photo as it relates to the Best Moments contest theme of Happy and Playing. The Entry with the highest score which otherwise complies with all Contest requirements will be awarded a prize (“**Winner**”).

Judging will take place on February 26, 2013 or as soon thereafter as practicable. Sponsor will notify winners of the Contest by direct message, email or phone, at the discretion of Sponsor, within 48 hours of the Winner Selection. If the winner fails to comply with these Official Contest Rules, or is ineligible to receive a prize, the prize will be awarded to an alternate party selected by a panel conducted in accordance with these Official Contest Rules. The Sponsor shall not be responsible or liable for failure to contact a potential prize winner who provides incorrect or incomplete contact information. All winners may be required to submit valid identification to the Sponsor to claim a prize.

c. Award of Prizes.

Prizes will be awarded within thirty (30) days following verification of eligibility and compliance with the terms of these Official Contest Rules. If required by Sponsor, all prize winners must sign and return a release of liability form and declaration of eligibility to receive the prize. The Sponsor’s decisions regarding the selection of winners and all other aspects of the Contest shall be final and binding in all respects. The Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Contest Rules or in other materials related to the Contest.

7. Advertising and Promotion:

The Sponsor and each of its respective affiliates, distributors, licensees, suppliers and advertising/promotion agencies (collectively, the “**Sponsor Affiliates**”) shall, except to the extent prohibited by law, have the right and permission to use each entrant’s photo submission, name, photograph and/or likeness, city/state of residence, for advertising, promotion, trade and/or any other lawful purpose in any media or format now or hereafter known without further compensation, permission or notification. This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, Twitter or Pinterest.

8. Privacy:

Personally identifiable information on individual entrants will not be sold or otherwise transferred to unaffiliated third parties but may be used by the Sponsor to contact entrants in the future with offers and announcements that the Sponsor feel may be of interest. If an entrant does not wish

to be contacted by the Sponsor, the entrant should opt-out of such contact by sending written notice to: Opt-Out PetSafe Marketing, 10427 PetSafe Way, Knoxville, TN 37932. Photos and other information posted on Facebook, Instagram, Twitter or Pinterest will be subject to their respective privacy policies.

9. Limitation of Liability:

THE SPONSOR, AND THE SPONSOR AFFILIATES AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS AND AFFILIATES EXPRESSLY DISCLAIM AND SHALL HAVE NO LIABILITY AND WILL BE HELD HARMLESS FROM AND AGAINST ANY LIABILITY, LOSS, INJURY OR DEATH TO ENTRANT OR ANY OTHER PARTY, INCLUDING WITHOUT LIMITATION DAMAGE TO PERSONAL OR REAL PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY REASON OF THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE (INCLUDING ANY TRAVEL OR PRIZE ACTIVITY RELATED THERETO) OR SUCH PARTY'S PARTICIPATION IN THIS CONTEST. ENTRANTS FURTHER ACKNOWLEDGE THAT NEITHER THE SPONSOR OR SPONSOR'S AFFILIATES, NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, HAS MADE OR IS IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY RIGHT OR PRIZE, INCLUDING, BUT NOT LIMITED TO, THE VALUE, QUALITY, CONDITION OR FITNESS OF ANY PRIZE. ALL PRIZES ARE PROVIDED "AS IS" AND SPONSOR DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED WITH RESPECT THERETO.

10. General:

- a) Taxes, if any, are the sole responsibility of the prize winner.
- b) No substitution or transfer of prizes permitted.
- c) ANY ATTEMPT BY AN ENTRANT TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.
- d) Sponsor reserves the right, without prior notice and at any time, to terminate the Contest, in whole or in part, or modify or suspend the Contest in any way, if it determines, in its sole discretion, that the Contest is impaired or corrupted or that fraud or technical problems, failures or malfunctions have destroyed or undermined the proper play, integrity, and/or feasibility of the Contest.
- e) All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Contest Rules or the rights and obligations of the participant or Sponsor in connection with the Contest shall be governed by and construed in accordance with the 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, provincial or federal laws. Any action arising out of the Contest shall be filed in the United States District Court of record for Knox County, Tennessee the parties hereby submit to the exclusive jurisdiction and venue of such courts for all purposes in connection with these Official Contest Rules and the Contest.
- f) Each entrant agrees to indemnify and hold Sponsor and Sponsor's Affiliates, including but not limited to Facebook, Instagram, Twitter and Pinterest, (collectively, "Indemnitee") harmless from any and all claims, damages, expenses, costs including attorney's fees, and liabilities, including settlements brought or asserted by any third

party against the Indemnatee, due to or arising out of or in any way related to the participation of the Entrant in this Contest.

11. Winners List:

To receive the name of the official prize winner, send a self-addressed stamped envelope to PetSafe Happy and Playing Best Moments Photo Contest Winner, 10427 PetSafe Way, Knoxville, TN 37932.

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