

OFFICIAL RULES

PET VALU- US ROYAL CANIN SWEEPSTAKES

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. THIS PROMOTION IS NOT SPONSORED BY, ENDORSED BY, ADMINISTERED BY OR OTHERWISE ASSOCIATED OR AFFILIATED WITH FACEBOOK.

1. ELIGIBILITY

This sweepstakes (“Sweepstakes”) is open to all legal residents of Connecticut, Delaware, Indiana, Kentucky, Maryland, Massachusetts, Michigan, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Virginia, or West Virginia who are 18 years of age (or the age of majority in their state of residence, whichever is older) or older. **THIS SWEEPSTAKES IS VOID WHERE PROHIBITED BY LAW.** The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Participation in the Sweepstakes constitutes entrant’s full and unconditional agreement to these Official Rules and by the Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. You must have internet access and a valid email address and Facebook account to enter this Sweepstakes.

This Sweepstakes is not open to employees and agents of Pet Valu, Inc. and/or its affiliates, subsidiaries, employees and agents, or anyone domiciled with such person. Entrants may be asked to provide proof of identity and/or residency prior to being declared a winner.

2. SWEEPSTAKES PERIOD

The Sweepstakes begins at 12:00:01 a.m. EDT on November 1, 2017, and ends at 11:59:59 p.m. EDT on November 22, 2017 (the “Sweepstakes Period”). The computer of the Administrator, Maximize Digital Media is the official time keeping device for this Sweepstakes.

3. HOW TO ENTER

No purchase necessary. Visit www.facebook.com/petvaluUS during the Sweepstakes Period and click on the tab entitled “**Royal Canin Sweepstakes**”. You will need to complete the online registration form by providing the requested information including your full name and contact information and complete a short questionnaire online in order to enter the Sweepstakes. Once you complete all of these steps, you will automatically receive one (1) entry into the Sweepstakes.

Limit: One (1) entry per person during the Sweepstakes Period. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void all of that participant's entries and that participant will be disqualified. Use of any automated system to participate is prohibited and will result in disqualification of participant and voiding of all of participant’s entries.

4. DETERMINING THE WINNER; PRIZE CONDITIONS

- a. At the end of the Sweepstakes Period, on or around November 24, 2017, Sponsor will randomly select four (4) Grand Prize winners and twenty-six (26) First Prize winners from among all eligible entries received during the Sweepstakes Period. Each entry will receive an assigned number and the winners will be selected through a random number generator online tool.
- b. Once an entrant has been selected for a prize, he/she (the “Selected Entrant”) will be contacted by e-mail during the week of November 27th, 2017. If the Selected Entrant cannot be contacted or does not respond within three business (3) days after being contacted, or declines the Grand Prize or First Prize, then an alternative entrant from the pool of eligible entries will be randomly selected as the Selected Entrant. This process will be repeated until a Selected Entrant has been contacted and the Grand Prize or First Prize has been awarded in accordance with these Rules and Regulations or the Sponsor runs out of eligible entries, whichever occurs first. Any incorrect contact information that prevents the Sponsor from being able to reach a potential winner may cause the Grand Prize or First Prize to be forfeited and Sponsor will then attempt to contact an alternate entrant. If a Selected Entrant is determined by the Sponsor, in the Sponsor’s sole discretion, to have failed to comply with these Rules and Regulations, the Selected Entrant will be disqualified from this Sweepstakes and all related entries shall be deemed null and void.
- c. At the option of the Sponsor, the prizes will either be mailed by regular mail by way of UPS.
- d. In order to be declared a winner, the Selected Entrant must: (a) sign a declaration of compliance with these Rules and Regulations and a release (including a publicity release) (b) return any required documents (including the release) within the time period specified, and (c) otherwise comply with these Rules and Regulations.

5. PRIZES; ODDS OF WINNING

Grand Prizes

There are four (4) grand prizes available to be won, each consisting of one (1) **FitBark** Activity Tracker and one (1) \$250 gift card redeemable at Pet Valu and Jack’s Pets stores in the United States. Gift cards are subject to applicable terms and conditions and do not expire.

The approximate retail value (“ARV”) of each Grand Prize is \$349.95 (actual value may vary).

Each grand prize shall be referred to hereafter as a “Grand Prize” and, collectively, as the “Grand Prizes”.

First Prizes

There are twenty-six (26) First Prizes available to be won, each consisting of one (1) **FitBark** Activity Tracker.

The ARV of each First Prize is \$99 (actual value may vary).

Each first prize shall be referred to hereafter as a “First Prize” and, collectively, as the “First Prizes”.

TOTAL ARV OF ALL PRIZES: \$3,973.80. FOR ALL PRIZES: No cash or other substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. Winner is responsible for all federal, state and local taxes and fees associated with prize receipt and/or use Prizes will be awarded “as is” with no warranty or guarantee, either express or implied offered by Sponsor. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period. Limit: One (1) prize per person. Winner must comply with all terms and conditions of these Official Rules in order to claim a prize. Prizes consist only of those items specifically listed as part of the prize – any item, feature, cost or expense not specifically listed as part of the prize is the sole responsibility of the winner.

6. RELEASE AND INDEMNITY:

BY ENTERING THE SWEEPSTAKES, YOU AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS SPONSOR, FACEBOOK, INC., AND ANY PROMOTIONAL PARTNERS, OF EACH OF THEIR PARENT, SUBSIDIARY, AFFILIATE AND RELATED COMPANIES, AND EACH THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY THE “RELEASED PARTIES”) FROM AND AGAINST ANY LOSSES, DAMAGES, RIGHTS, CLAIM OR CAUSE OF ACTION OF ANY KIND ARISING, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, OUT OF PARTICIPATION IN THE PROMOTION OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE PROMOTION, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, IDENTITY THEFT, DEFAMATION ACTIONS, MISAPPROPRIATION OF LIKENESS ACTIONS, AND/OR ANY BREACH BY YOU OF YOUR OBLIGATIONS, OR ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF YOUR PERSONAL INFORMATION, OR, IF DECLARED A WINNER, ANY PRIZE (INCLUDING THE USE AND MISUSE OF ANY PRIZE). You will indemnify and hold each of the Released Parties harmless in the event it is discovered that you have departed from or not fully complied with any of these Rules and Regulations. This release and indemnity shall continue in force following the termination of the Sweepstakes and/or the awarding of any prize.

7. PUBLICITY:

By entering the Sweepstakes and/or accepting prizes, each entrant grants to Sponsor (and its licensees and partners) a non-exclusive, worldwide, royalty-free, perpetual license to edit, publish, promote, republish at any time in the future, and otherwise use entrant’s name, likeness, biographical information, and any other information or materials provided by entrant, in any and all media now known or hereinafter devised, without territorial restriction (except where prohibited by law), for possible editorial, publicity, promotional or advertising purposes, without further permission, notice or compensation (except where prohibited by law).

8. GENERAL:

- a. The Released Parties are not responsible for: (i) any incorrect or inaccurate information, whether caused by participants or by any of the equipment or programming associated with or utilized in the Sweepstakes; (ii) unauthorized human intervention in any part of the entry process or the Sweepstakes; (iii) technical or human error which may occur in the administration of the Sweepstakes or the processing of Sweepstakes submissions, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iv), late, lost, undeliverable, or damaged mail; or (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Sweepstakes or receipt or use of any prize or while traveling to or from any prize-related activity. Each winner also further acknowledges that the Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law relative to any prize or this Sweepstakes including but not limited to quality, condition or fitness for a particular purpose. If for any reason a participant's submission is confirmed to have been erroneously lost, or otherwise destroyed or corrupted, participant's sole remedy is another submission and thereby another entry into the Sweepstakes. No more than the stated number of prizes will be awarded.
- b. Should there be a dispute over the identity of a Selected Entrant, an online entry will be declared as entered by the authorized account holder of the Facebook account which is used at the time of entry, and the Selected Entrant may be required to provide identification to show that he/she is the authorized account holder of such Facebook account. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder. In addition, anyone found to use multiple accounts to enter this Sweepstakes will be ineligible.
- c. The Sponsor reserves the right to modify, amend, withdraw, or terminate this Sweepstakes and to modify these Rules and Regulations at any time and for any reason without prior notice, subject to applicable laws. Changes to these Rules and Regulations will be posted online at www.facebook.com/petvaluUS. All Sweepstakes entries become the property of the Sponsor and its affiliates and none will be returned. This Sweepstakes is subject to applicable federal, state or municipal laws and regulations.
- d. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the submission process or the operation of the Sweepstakes 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 damage any other entrant's submission or undermine the legitimate operation of the Sweepstakes 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

- e. The Sponsor is not responsible for typographical or other errors in the offer or administration of this Sweepstakes, including but not limited to errors in advertising, these Rules and Regulations, the selection and announcement of winners, or the distribution of the Grand Prizes and First Prizes.
- f. Participant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate courts located in the State of Pennsylvania, U.S.A.; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (iii) under no circumstances will participant be permitted to obtain awards for and participant 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 participant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of Pennsylvania, U.S.A. or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Pennsylvania, U.S.A.

9. MISCELLANEOUS

- a. Personal information collected in connection with this Sweepstakes will be used for the purposes of administering the Sweepstakes, including communicating with potential winners, and otherwise as described in these rules and regulations and in Pet Valu's Privacy Policy available at: us.petvalu.com/privacy-policy. In addition, you agree to allow your name, your pet's name (if you wish to provide same), your city and state of residence, and your comments, to be displayed on the Pet Valu website and/or social media platforms and/or other such marketing materials prepared by the Sponsor. Please note that the Sponsor uses Maximize Digital Media to help administer this Sweepstakes.
- b. This Sweepstakes is run using the ShortStack marketing application. Personal information is collected by ShortStack according to its terms of use: <https://www.shortstack.com/privacy-policy/>.
- c. For winner details send a self-addressed, stamped envelope, along with a request to "PET VALU ROYAL CANIN SWEEPSTAKES 2017", 489 Devon Park Drive, Suite 320, Wayne, PA 19087. Requests must be received by January 31, 2018.
- d. For questions regarding this Sweepstakes, these Official Rules or the prizes, please contact us at USMarketing@petvalu.com.

- e. Sponsor: The Sponsor of this Sweepstakes is Pet Valu, Inc., 489 Devon Park Drive, Suite 320, Wayne, PA 19087.