

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. VALID IN THE 50 UNITED STATES, AND THE DISTRICT OF COLUMBIA ONLY. ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

The Dr. Willard's Pet Lover of the Year Contest (the "Contest") is designed to encourage pet adoption, and to highlight the great experiences people have had with adoptions. Judges will choose the winning entries, and prizes will be awarded in accordance with these Official Rules (these "Rules").

1. **BINDING AGREEMENT:** In order to enter the Contest, you must agree to the Rules. Therefore, please read these Rules prior to entry to ensure you understand and agree. You agree that submission of an entry in the Contest constitutes agreement to these Rules. You may not submit an entry to the Contest and are not eligible to receive the prizes described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and Dr. Willard's with respect to the Contest.

2. **ELIGIBILITY:** To be eligible to enter the Contest, an Entrant must: be a U.S. citizen or a legal U.S. resident (i.e. must be able to show proof of legal residence) and must be 18 years of age or older. Contest is void where prohibited by law. Employees, interns, contractors, and official office-holders of Dr. Willard's, and its parent company, subsidiaries, affiliates, and their respective directors, officers, employees, advertising and promotion agencies, representatives, and agents ("Contest Entities"), and members of the Contest Entities' and their immediate families (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such employees, officers and directors as well as the national winners from any previous years are ineligible to participate in this Contest.

3. **SPONSOR:** The Contest is sponsored by Dr. Willard's ("Dr. Willard's" or "Sponsor"), through CAW Industries, Inc. a South Dakota corporation with principal place of business at 1628 Concourse Court, Rapid City, South Dakota 57703, USA.

4. **CONTEST PERIOD:** The Contest begins on March 1, 2017 and ends on March 31, 2017. All dates are subject to change. Entries must be received by Dr. Willard's by March 31, 2017 in order to have been submitted within the Contest Period.

5. **HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR WIN.** To enter the Contest, visit the Contest website located at [www.drwillard.com](http://www.drwillard.com) ("Contest Site") during the Contest Period and follow the contest instructions on the site. All entries and supporting statements must meet the Requirements described below.

To submit an entry in hard-copy form, the entry form must be mailed in an envelope (packaged carefully so it won't be damaged) with proper postage affixed, to one of the following mailing addresses:

For Regular U.S. Mail: CAW Industries, Inc., PO Box 4040, Rapid City, SD 57709

For Overnight Mail (e.g. Courier service like FedEx, UPS, etc.): CAW Industries, Inc., 1628 Concourse Court, Rapid City, SD 57703

6. LIMIT ONE (1) ENTRY PER ENTRANT. Subsequent entries will be disqualified. To be considered for the Contest, entries must be: (i) complete (as determined by Dr. Willard's); (ii) received by March 31, 2017; and (iii) in English (unless otherwise specified). Machine or computer-generated mass entries will be disqualified. Any submission not meeting the aforementioned criteria will be disqualified. Dr. Willard's accepts no responsibility for submissions lost, delayed, damaged, defaced, or mislaid, howsoever caused. Proof of mailing does not constitute proof of entry. All entries will be deemed made by the Entrant submitted at the time of entry.

7. ENTRY REQUIREMENTS. All entries must meet the following criteria ("Entry Requirements"):

They must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group, person, or animal, or otherwise does not comply with the theme and spirit of the Contest.

They must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state, or local laws and regulation including the laws or regulations in any state where the Entry is created.

They must not contain any content, material or element that displays any third party advertising, slogan, logo, trademark or otherwise indicates a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Contest, as determined by Sponsor, in its sole discretion.

They must be original, unpublished works that does not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity.

They cannot contain any content, element, or material that violates a third party's publicity, privacy or intellectual property rights.

The Entry is not the subject of any actual or threatened litigation or claim.

The Entrant does not include any disparaging remarks relating to the Sponsor or a third party.

During the Contest Period, the Sponsor, its agents and/or the Judges will be evaluating the entries to ensure that they meet the Entry Requirements. The Sponsor reserves the right, in its sole discretion, to disqualify any Entrant who submits an entry and supporting statements that does not meet the Entry Requirements. Incomplete entries or entries not complying with these Rules are subject to disqualification.

8. JUDGING: Each entry will be evaluated and scored based on the following "Criteria": Criteria will be purely subjective with CAW Industries staff and appointed "experts" judging entries for compelling stories that are deemed winning presentations.

Tie-breaker: In the event of a tie at any level of judging, the judges will re-evaluate the tied entries according to the Criteria until the tie is broken. The tied entries will be put up for a re-vote amongst the judges at the respective level until the tie is broken.

Decisions of the judges are final and binding. If a potential winner is unable for whatever reason to accept their prize, then Dr. Willard's reserves the right to award the prize to another Entrant.

Notification of Winner: The potential winner will be selected and notified by telephone and/or email, at Sponsor's discretion. If a potential winner does not respond to the notification attempt within three (3) days from the first notification attempt, then such potential winner may be disqualified and an alternate potential winner will be selected from among all eligible entries received based on the judging Criteria described herein. With respect to notification by telephone, such notification will be deemed given when the potential winner engages in a live conversation with Sponsor or when a message is left on the potential winner's voicemail service or answering machine by the Sponsor, whichever occurs first.

9. PRIZES: The Winner will win a trip to the Best Friends Animal Society's annual conference in Atlantic City in July, including airfare, lodging, and conference registration fees.

All travel arrangements must be made through Sponsor. The trip portion of the prizes will consist of economy-class airfare for the Entrant from a major airport that is the closest to the winner's residence; hotel accommodations for 3-4 nights in the Atlantic City area at Sponsor's discretion; and transport to and from the airport to conference hotel in the Atlantic City area. Airfare, hotel accommodations, and transport will be arranged at Dr. Willard's discretion - certain blackout dates and travel restrictions may apply. Winners are responsible for transport from their home to and from the airport and any extraneous meals, incidentals or expenses. Once trip dates have been booked, no change, extension or substitution of trip dates is permitted, except at Sponsor's sole discretion. Any extension or change of trip dates will be the sole responsibility of the winner and Sponsor will not pay any change fees nor extra days. Sponsor will not replace any lost or stolen tickets, travel vouchers, or certificates or similar items once they are in winner's possession. If the winner lives within 100 miles of prize destination city, the air transportation portion of the prize will not be awarded and ground transportation will be substituted and no

additional compensation will be provided. Winner must possess valid ID and is solely responsible for obtaining all necessary and required travel documents (passport, etc.) in order to travel. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same. Sponsor shall not be liable for any loss or damage to baggage.

10. TAXES: AWARDS OF PRIZES TO POTENTIAL WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO DR. WILLARD'S ALL DOCUMENTATION REQUESTED BY DR. WILLARD'S TO PERMIT IT TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL AND LOCAL TAX REPORTING ALL PRIZES WILL BE NET OF ANY TAXES DR. WILLARD'S IS REQUIRED BY LAW TO WITHHOLD. TO THE EXTENT PERMITTED BY LAW, ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS.

In order to receive a prize, potential winners must submit tax documentation requested by Dr. Willard's or otherwise required by applicable law, to Dr. Willard's or a representative for Dr. Willard's or the relevant tax authority, all as determined by applicable law. The potential winner is responsible for ensuring that they comply with all the applicable tax laws and filing requirements. If a potential winner fails to provide such documentation or comply with such laws, the prize may be forfeited and Dr. Willard's may, in its sole discretion, select an alternate potential winner.

11. GENERAL CONDITIONS: All federal, state and local laws and regulations apply. Dr. Willard's reserves the right to disqualify any Entrant from the Contest if, in Dr. Willard's sole discretion, it reasonably believes that the Entrant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, Dr. Willard's, or the Judges.

12. INTELLECTUAL PROPERTY RIGHTS: As between Dr. Willard's and the Entrant, the Entrant retains ownership of all intellectual and industrial property rights (including moral rights) in and to the entry (excluding Dr. Willard's rights in the Dr. Willard's logo/trademark). As a condition of entry, Entrant grants Dr. Willard's a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display the entry for any purpose, including display on the Dr. Willard's website, without any attribution or compensation to Entrant. Entries will not be returned. Dr. Willard's retains all rights in the Dr. Willard's products and services and entry into this Contest will in no case serve to transfer any Dr. Willard's intellectual property rights to the Entrant.

13. **PRIVACY:** Entrants agree and acknowledge that personal data submitted with an entry, including name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by Dr. Willard's for the purposes of conducting and administering the Contest.

14. **PUBLICITY:** By entering the Contest, Entrants agree to participate in any media or promotional activity resulting from the Contest as reasonably requested by Dr. Willard's at Dr. Willard's expense and agree and consent to use of their name and/or likeness by Dr. Willard's. Dr. Willard's will contact Entrants in advance of any Dr. Willard's-sponsored media request for interviews.

The entries may also be used for press and media purposes and Entrant agrees to waive any rights and not assert any intellectual property rights that Entrant has or may have in the entry. Dr. Willard's reserves the right to publish the name and likeness of the Entrants with the top scores, and the Winner on the Contest Site or through other media for publicity purposes.

15. **WARRANTY AND INDEMNITY:** Entrants warrant that their entries are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted entry and that they have the right to submit the entry in the Contest and grant all required licenses. Each Entrant agrees not to submit any entry that: (a) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, trade names, industrial designs, patent, trade secret, privacy, publicity or confidentiality obligations; or (b) otherwise violates applicable state, federal, or local law.

To the maximum extent permitted by law, Entrant indemnifies and agrees to keep indemnified Sponsor at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, Entrant agrees to defend, indemnify and hold harmless Sponsor from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from: (i) any entry or other material uploaded or otherwise provided by Entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii) any misrepresentation made by Entrant in connection with the Contest; (iii) any non-compliance by Entrant with these Rules; (iv) claims brought by persons or entities other than the parties to these Rules arising from or related to Entrant's involvement with the Contest; (v) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in the Contest; (vi) any malfunction or other problem with the Contest Site in relation to the entry and participation in the Contest by Entrant; (vii) any error in the collection, processing, or retention of entry or voting information in

relation to the entry and participation in the Contest by Entrant and in the voting process by consumers; or (viii) any typographical or other error in the printing, offering or announcement of any prize or winners in relation to the entry and participation in the Contest by Entrant. Winner agrees to defend, indemnify and hold harmless Sponsor, free from liability, from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from any property damage or personal injury the Winner may sustain or suffer on the trip described herein, including but not limited to travel to and from the event itself.

16. ELIMINATION: Any false information provided within the context of the Contest by Entrant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Rules or the like may result in the immediate elimination of the entrant from the Contest.

17. INTERNET AND DISCLAIMER: Dr. Willard's is not responsible for any malfunction of the entire Contest Site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed entries or votes due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Contest Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit Entrant's/consumer's ability to participate/vote respectively. Sponsor's failure to enforce any term of these Rules will not constitute a waiver of that or any other provision. Sponsor reserves the right to disqualify Entrants who violate the rules or interfere with this Contest in any manner. If an Entrant is disqualified, Sponsor reserves the right to terminate that Entrant's eligibility to participate in the Contest.

18. RIGHT TO CANCEL, MODIFY OR DISQUALIFY: If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Dr. Willard's reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Dr. Willard's further reserves the right to disqualify any Entrant who tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by an Entrant to deliberately damage any web site, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Dr. Willard's reserves the right to seek damages from any such Entrant to the fullest extent of the applicable law.

19. NOT AN OFFER OR CONTRACT OF EMPLOYMENT: Under no circumstances shall the submission of a entry into the Contest, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with either Dr. Willard's, or the Contest Entities. Entrants acknowledge that they submitted their entry voluntarily and not in confidence or in trust. Entrants acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between Entrant and Dr. Willard's or the Contest Entities and that no such relationship is established by Entrant's submission of an entry under these Rules.

20. FORUM AND RECOURSE TO JUDICIAL PROCEDURES: These Rules shall be governed by, subject to, and construed in accordance with the laws of the State of South Dakota, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and Entrants expressly waive any and all such rights.

21. ARBITRATION: By entering the Contest, you agree that exclusive jurisdiction for any dispute, claim, or demand related in any way to the Contest will be decided by binding arbitration. All disputes between you and Dr. Willard's of whatsoever kind or nature arising out of these Rules, shall be submitted to an arbitrator in South Dakota for binding arbitration, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.