



WIN A PET VACATION! SWEEPSTAKES - OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.
PURCHASE DOES NOT ENHANCE CHANCE OF WINNING.
VOID WHERE PROHIBITED BY LAW.

1. Sweepstakes Period: The Win A Pet Vacation (the "Sweepstakes") begins on June 4, 2018 at 12:00:01 AM Pacific Standard Time (PST) and ends on July 29, 2018 at 11:59:59 PM PST (the "Sweepstakes Period"). All entries must be received by July 29, 2018 at 11:59:59 PM PST. Sponsor's internal business computer will be the official clock of this Sweepstakes.

2. Sponsor: The Sweepstakes is sponsored by Community Veterinary Clinics LLC, 5813 Skylane Blvd., Windsor, CA, 94529 ("Sponsor").

3. Eligibility: The Sweepstakes is open to all legal residents of the fifty (50) United States and District of Columbia who have or open a Facebook, Twitter, or Instagram account during the Sweepstakes Period. Each entrant who is under 18 must have their parent or guardian read and consented to these Terms & Conditions. Employees (including temporary employees employed during the Sweepstakes Period) of Sponsor, its parent companies, affiliates, subsidiaries, advertising and promotion agencies, or those entities associated with the development, distribution or implementation of this Sweepstakes, and their immediate family members (spouse, siblings, children and parents, regardless of where they live) and/or persons living in their same household (whether related or not), are not eligible to participate in the Sweepstakes. Participation in the Sweepstakes constitutes entrant's full and unconditional acceptance of and agreement to be bound by these "Win A Pet Vacation! Sweepstakes - Official Rules" ("Official Rules") and each entrant represents and warrants that s/he meets the eligibility requirements set forth herein. Entrant further agrees to accept the decisions of Sponsor as final and binding as it relates to the Sweepstakes, and agrees that Sponsor shall retain full authority, in its sole discretion, to interpret and administer these Official Rules. VOID WHERE PROHIBITED OR RESTRICTED BY LAW, RULE, REGULATION OR ORDINANCE.

4. How to Enter: There are three (3) ways to enter.

1. During the Sweepstakes Period, an entrant may enter by visiting the Sweepstakes landing page on the VIP

Petcare website, <https://www.vippetcare.com/petvacay> (the "Entry Form") and submit at least one (1) of the two (2) image options provided on the Entry Form (the "Submission"), one (1) photo or (1) video that shows their pet and the VIP Petcare brand (as defined below) that the entrant uses the most (the "Photo" or "Video"), and information about the entrant, including his or her name, pets name(s), and email address. An incentive voucher for \$5 off a visit to a VIP Petcare community clinic or Wellness Center will be awarded via email to all entrants submitting an eligible photo or video within seven (7) days of submitting their photo or video entry. Limit one voucher per person during the Sweepstakes period. The voucher expires on 11/30/18. "VIP Petcare brand" includes the VIP Petcare or PetVet logo on the following forms: clinic or Wellness Center signage, cat carriers, dog leashes, flyers, website. Limit of one (1) entry per eligible person and email address per day during the Sweepstakes Period. Multiple participants are not permitted to share the same email address.

2. During the Sweepstakes Period, an entrant may enter by uploading a picture of their pet to the VIP Petcare Facebook, Instagram or Twitter page with the hashtag #VIPPetVacation. Limit of one (1) entry per eligible person per day during the Sweepstakes Period. Multiple participants are not permitted to share the same email address.

3. During the Sweepstakes Period, an entrant may fill out the downloadable form and mail it to VIP Petcare Win A Pet Vacation Sweepstakes 5813 Skylane Blvd. Windsor, Ca, 95492. Limit of one (1) entry per eligible person per day during the Sweepstakes Period. Entries need to be postmarked on or before July 29, 2018 and received by August 6, 2018. Entries through this method will not be use for marketing purposes.

By submitting a Photo or a Video and the Submission, or by posting an image to a VIP Petcare social account, entrant fully agrees to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Photo or Video and Submission and any and all other text accompanying the entry in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including without limitation

for promotional or marketing purposes. Each entrant also grants a waiver and full release relating to the entry, including without limitation, waiving rights of publicity or privacy of the entrant. If requested, entrant will sign any documents that may be required for Sponsor or its designees to make use of the Photo or Video and Submission, including a Winner's Release prepared by Sponsor. By entering, you warrant and represent that you are the sole and exclusive owner of the Photo or Video and Submission and the Photo or Video and Submission will not infringe on any rights of any third parties, and you further agree that your Photo or Video and Submission conforms to these Official Rules.

Personal information provided on the Entry Form will be handled in accordance with Section 14 of these Official Rules. All entries will become the property of Sponsor and will not be acknowledged or returned, and no correspondence will be entered into regarding the status of any entry. In Sponsor's sole discretion, entries that do not comply with these Official Rules may result in disqualification. Incomplete or illegible entries will not be considered. Any attempt to obtain more than the permitted number of entries by using multiple identities, registrations, logins, or any other methods may void entries and may result in being disqualified from the Sweepstakes. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services) will void all entries. Sponsor reserves the right, in its sole discretion, to disqualify any entry at any time which, in Sponsor's opinion, is offensive, contains unsuitable material, endangers the safety or well-being of any entrant, or if it is determined the entrant has not complied with applicable laws. In the event of a dispute as to any entry, the Authorized Account Holder of the email address associated with the Facebook account used to enter will be deemed to be the entrant. 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. Potential winners may be required to show proof of being the Authorized Account Holders.

5. Prize: Seven (7) hotel night stays for the winner and one (1) pet at a participating Red Roof Inn. One (1) total winner will be selected based on the criteria set forth in Sections 6 and 7 below.

The Prize is non-transferable. No cash or other substitution of Prize will be made, except at Sponsor's sole discretion. The Sponsor reserves the right to substitute a Prize for one of equal or greater value. The Sponsor will not replace any lost or stolen Prizes and are not responsible for any lost, mutilated or stolen tickets, travel vouchers or certificates. Sponsor is not responsible for any inability of any winner to accept or use any Prize (or portion thereof) for any reason.

6. Winner Selection and Requirements

a. **Winner Selection:** At the conclusion of the Sweepstakes Period, on or about July 29, 2018, Sponsor will award a winner at random from all eligible entries. Decisions of the Sponsor will be final and binding on all matters relating to this Sweepstakes.

b. **Winner Notification:** The Winner will be notified by e-mail and/or through Facebook, Instagram, or Twitter's messaging platform within five (5) business days of selection. If a potential winner cannot be reached, does not respond within five (5) business days of the first notification attempt, is found to be ineligible, or declines to accept the applicable Prize, the potential winner may be disqualified in Sponsor's sole discretion. In such event, the Prize will be forfeited, and an alternate winner will be chosen at random from all of the remaining qualified entries, based on the criteria set forth in these Official Rules. Sponsor shall have no liability for a winner's failure to receive notices due to winner's spam, junk e-mail, Facebook settings, or other security settings, or for winner's provision of incorrect or otherwise non-functioning contact information.

c. **Required Affidavit and Release:** Each potential winner will be required to complete, sign and return to Sponsor and/or its agent, a release and declaration of compliance and a publicity release within five (5) days of receipt of such documents from Sponsor. If such documents to be completed and signed by the potential winner are not returned to Sponsor prior to such deadline, any Prize won may be forfeited in Sponsor's sole discretion.

d. **Responsibility for Prize/Taxes:** If entrant wins a Prize, entrant understands and agrees that s/he is solely responsible for the use, care and maintenance of the Prize, including any and all insurance requirements, licensing requirements, and liability for use. PRIZES ARE AWARDED "AS IS" WITH NO REPRESENTATION OR GUARANTEE OF ANY KIND BY SPONSOR, AND EXCLUDE ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any and all Prize-related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. The Internal Revenue Service requires Form 1099-MISC to be issued and filed for each recipient who received a prize/award if the annual aggregate is at least \$600 or more. The Winner must complete and submit a W-9 form to receive any Prize. The recipient should consult his/her tax advisor for the proper tax treatment of this income on his/her tax return.

e. **Compliance with Laws:** Receipt of any Prize offered in this Sweepstakes is conditioned upon the entrant's compliance with these Official Rules and all federal

and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER MAY (AT SPONSOR'S SOLE DISCRETION) RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL WINNER PRIVILEGES WILL BE IMMEDIATELY TERMINATED. If any provision of these Official Rules shall be deemed to violate any federal, state or municipal law, it shall be amended to conform to such law and all other provisions shall remain in full force and effect.

7. Compliance Criteria: Eligible entries will be reviewed for compliance internally by Sponsor based upon the following criteria as it relates to the Submission and Photo provided on the Entry Form.

8. Publicity: By entering this Sweepstakes, entrant understands and agrees that Sponsor, anyone acting on behalf of Sponsor or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity (including, without limitation, Sponsor's websites, social media accounts, newsletters), the entry, including without limitation, the Submission, the Photo or Video, other entry materials or information, any photographs or videos of the entrant which may be taken as part of a Prize or Prize-related event, and entrant's name, hometown, images and likenesses for editorial, advertising, publicity, and promotional purposes without additional compensation.

9. RELEASE AND HOLD HARMLESS: BY ENTERING THIS SWEEPSTAKES, THE ENTRANT HEREBY AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, ITS PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTION AGENCIES, AND THOSE ENTITIES ASSOCIATED WITH THE DEVELOPMENT, DISTRIBUTION AND IMPLEMENTATION OF THIS SWEEPSTAKES, AND EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS AND REPRESENTATIVES FROM ANY DAMAGE, INJURY, EXPENSE, COST, DEATH, LOSS, CLAIM, ACTION, DEMAND, OR OTHER LIABILITY THAT MAY ARISE IN CONNECTION WITH THE SWEEPSTAKES, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF SPONSOR OR NOT, INCLUDING ALL CLAIMS OR THREATENED CLAIMS RELATING TO (A) PARTICIPATION IN THE SWEEPSTAKES; (B) ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE; (C) PARTICIPATION IN ANY SWEEPSTAKES OR PRIZE-RELATED ACTIVITY; (D) TECHNICAL FAILURES OF ANY KIND; OR (E) ELECTRONIC OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE SWEEPSTAKES OR PROCESSING OF ENTRIES.

10. Termination: Sponsor reserves the right, in its sole discretion and without notice, to cancel, terminate, modify or suspend the Sweepstakes. Examples of reasons for termination or modification of the Sweepstakes may include (without limitation) Sponsor's inability to reasonably or fairly conduct or administer the Sweepstakes due to business changes, viruses, malware,

security breaches, non-authorized human intervention, fraud or other causes beyond Sponsor's control. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Official Rules. Entry materials that have been tampered with or altered are void. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE THE SPONSOR RESERVED THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH ENTRANT(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

11. General Rules: The Sponsor is not responsible for (i) late, lost, delayed, damaged, incomplete, illegible, misdirected or undeliverable entries, responses, or other correspondence; (ii) theft, destruction, unauthorized access to or alterations of entry materials; (iii) any typographical or other errors in the printing of these Official Rules, administration of this Sweepstakes or in the announcement of any winner(s) or Prize(s); or (iv) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties. By participating in the Sweepstakes, entrant acknowledges that entrant has read these Official Rules and any other terms and conditions, rules, guidelines or policies applicable to the Sweepstakes, and agrees to abide by them.

12. Social Media: The Sweepstakes is administered through Facebook and may be advertised through Facebook or other social media platforms, such as Twitter or Instagram ("Social Media"). By participating in the Sweepstakes, entrant understands and acknowledges that the Sweepstakes is in no way sponsored, endorsed, administered by, or associated with any Social Media platform on which it is offered or advertised, including Facebook. Entrant agrees to adhere to all rules established by Social Media platforms and will not create multiple Social Media accounts, or repeatedly post duplicate or near duplicate information or links to enter into the Sweepstakes multiple times. Any information you provide for the Sweepstakes is being provided to Sponsor rather than Facebook or any other Social Media platform. Entrant fully releases Facebook and all other Social Media from all claims, losses and harm that entrant may allege or incur relating to this Sweepstakes.

13. DISPUTES RESOLVED VIA ARBITRATION: To the fullest extent permitted by law, by participating in the Sweepstakes, entrant understands and agrees that any claim or dispute regarding the Sweepstakes or these Official Rules will be resolved individually (NOT AS PART OF A CLASS ACTION/PROCEEDING) and by means of binding arbitration (NOT IN A COURT OF LAW; THE RIGHT TO A JURY TRIAL IS BEING WAIVED). Such arbitration will be before a one-member panel of the American Arbitration Association ("AAA") pursuant to the Commercial Dispute Resolution Procedures and

the Supplementary Procedures for Consumer Related Disputes (“AAA Rules”) (to the extent the AAA Rules are consistent with these Official Rules). The panel member will be reasonably acceptable to both parties. If entrant and Sponsor cannot reasonably agree to a single panel member, the AAA will unilaterally appoint the panel member. The panel member may conduct the arbitration by telephone, online, by written submissions, or any combination of the foregoing, as determined by the panel member. The arbitration will be conducted under the Federal Arbitration Act (“FAA”) and will be governed by California law, without regard for the conflicts of law doctrine. Additionally, by participating in the Sweepstakes, each entrant agrees that, regardless of whether a claim proceeds in arbitration or in court, (1) 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 legal/attorneys’ fees; and (2) 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.

14. Personal Information and Privacy Policy: The personal information submitted by entrants may be used by Community Veterinary Clinics LLC to subscribe the entrant in the VIP Petcare Newsletter and to provide information, product information and introductions, and other subscription benefits as described in these Official Rules and will otherwise be handled in accordance with the Community Veterinary Clinics LLC Privacy Policy located at <https://www.vippetcare.com/privacy-policy/>. Except to the extent restricted by applicable law and except where the entrant has specifically opted out, by participating in the Sweepstakes, entrants hereby agree to Sponsor’s collection and use of their personal data and acknowledge that they have read and accepted these Official Rules and Sponsor’s privacy policy. Except as stated above, personal data will only be used for the purpose of administering the Sweepstakes and notifying entrants if they have been selected as an eligible Prize winner.