# The Invisible Fence® Brand From Shelter to Forever Home Donation Contest Official Contest Rules

Enter your favorite pet shelter in the Invisible Fence® Brand From Shelter to Forever Home Donation Contest to give your Shelter a chance to win.

By entering the Invisible Fence® Brand From Shelter to Forever Home Donation Contest (the "Contest"), you accept and agree to be bound by these Official Contest Rules. Your Shelter must also 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 Shelter's chances of winning.

#### 2. Sponsor:

The Invisible Fence® Brand From Shelter to Forever Home Donation Contest (the "Contest") is sponsored by Radio Systems Corporation, which has its 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 the following to Shelter winner in accordance with these Official Contest Rules.

(a) 1st Place (the "Grand Prize Winner") - one (1) Shelter shall receive the sum of Ten Thousand Dollars (\$10,000.00) ("Grand Prize").

#### 4. Contest Dates:

This Contest will begin at 8:00:00 am ET August 1, 2024 and end at 11:59:59 pm ET on September 30, 2024 or upon announcement and qualification of the Grand Prize, whichever is later. Entries must be submitted by 11:59:59 pm ET on September 30, 2024.

# 5. Entrant Eligibility:

The Contest is open only to legal residents of the United States and District of Columbia who have reached the age of majority at the time of entry (each, an "Entrant"). When the word "you" is used in these Official Contest Rules, it means the Entrant. 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.

An Entrant may enter the Contest to nominate a Shelter for the Grand Prize. Only Shelters (as hereafter defined) are eligible to win the Grand Prize and no prize will be awarded to any individual Entrant.

### 6. Shelter Eligibility:

The term "Shelter" as used in these Official Contest Rules means an organization legally organized and existing under state law and which provides a temporary home for dogs and cats that are offered for adoption.

To be eligible to win the Grand Prize a Shelter must agree to accept and be bound by the Official Contest Rules and must otherwise meet these Shelter Eligibility Requirements. Each Shelter entered in the contest will only

be eligible for one (1) prize. The 2023 Grand Prize Winner of the From Shelter to Forever Home Donation Contest is not eligible to win the 2024 From Shelter to Forever Home Donation Contest Grand Prize.

#### 7. How to Play / Description of Contest:

#### (a) Entry

To enter a Shelter in the Contest, an Entrant must visit the Contest website and complete the entry form online by answering all the questions in the form (a "Nomination" or "Entry"). Each Entry must adhere to the Entry requirements set forth below.

One Entry is allowed per Entrant. An Entrant may not enter the Contest using multiple addresses, emails or identities and may not use any other device or artifice to register multiple times or as multiple parties. Any Entrant who attempts to enter multiple times or with multiple identities or who uses any device, false identity or artifice to enter multiple times automatically will be disqualified from the Contest.

Any Entry that is illegible, inaccurate, 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 website. If a problem occurs during the transmission process of an Entry, the Entrant should receive an "ERROR" message; however, the 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.

## (b) Grand Prize Winner

- (1) Selection The Shelter which receives the highest number of nominations and which otherwise complies with the Official Contest Rules and meets all Shelter Eligibility Requirements will be declared the Grand Prize Winner by Sponsor on October 9, 2024 or on such later date as may be announced by Sponsor.
- (2) **Award of Grand Prize** The Shelter designated as the Grand Prize Winner will be awarded \$10,000 by Sponsor, subject to compliance with these Official Contest Rules and satisfaction of all Shelter Eligibility Requirements.

## 8. 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 Shelter's name, Entrant's name and 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. By entering and participating in the Contest, each Entrant and Shelter grants such rights and permission and agrees to release Sponsor from any and all claims that any advertising produced, presented, and/or prepared by or on behalf of the Sponsor infringes upon the Shelter's or Entrant's rights with regard to any portions or ideas contained in any Entry.

This Contest is in no way sponsored, endorsed, or administered by, or associated with, Facebook.

#### 9. Privacy:

Personally identifiable information for each Entrant 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 IFB Marketing – Opt Out; 10427 PetSafe Way;

Knoxville, TN 37932.

The names and Shelter affiliation of Entrants may be announced publicly in connection with the announcement of the Grand Prize Winner.

#### 10. Limitation of Liability:

THE SPONSOR AND SPONSOR AFFILIATES EXPRESSLY DISCLAIM, SHALL HAVE NO LIABILITY AND SHALL 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 AND SHELTERS FURTHER ACKNOWLEDGE THAT NEITHER SPONSOR OR SPONSOR'S AFFILIATES 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, OTHER THAN THE DOLLAR AMOUNT OF THE GRAND PRIZE. ALL PRIZES ARE PROVIDED "AS IS" AND SPONSOR DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED WITH RESPECT THERETO.

#### 11. Miscellaneous:

- (a) Each Entrant and each Shelter agree to indemnify and hold Sponsor and Sponsor's Affiliates, including, but not limited to, Facebook, (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 Indemnitee, due to or arising out of or in any way related to the participation of the Entrant or the Shelter in this Contest.
- (b) SPONSOR RESERVES THE RIGHT TO PROSECUTE AND/OR SEEK DAMAGES FROM ANY PERSON(S) THAT DAMAGES OR UNDERMINES THE LEGITIMATE OPERATION OF THE CONTEST TO THE FULLEST EXTENT PERMITTED BY LAW.
- (c) 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, if it determines, in its sole discretion, that the Contest is in any way 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.
- (d) 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. Exclusive jurisdiction and venue for any action arising out of or relating to the Contest shall be in the state or federal courts of record located in Knox County, Tennessee. By submitting an Entry, the Entrant hereby agrees to submit to the exclusive jurisdiction and venue of such courts for all purposes in connection with these Official Contest Rules and the Contest.
- (e) The decision of the Sponsor as to all matters related to the Contest is final and unappealable.
- (f) VOID WHERE PROHIBITED BY LAW.
- (g) Taxes, if any, are the sole responsibility of the Winner.

#### 12. Grand Prize Winner:

To obtain the name of the official Grand Prize Winner, send a self-addressed stamped envelope to IFB Shelter

Donation Contest – Winner Names; 10427 PetSafe Way; Knoxville, TN 37932 no later than November 30, 2024.

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