#### OFFICIAL SWEEPSTAKES RULES

# **DEFINITIONS**

"Sweepstakes" – 2023 Invisible Fence® Brand Fall Ultimate Freedom Giveaway

"Prize(s)" – Boundary Plus® Wired System (up to 1 acre, up to 2 pets) and includes:

- 1 Driveway Cut additional cuts are charged extra
- 1 Sidewalk Cut additional cuts are charged extra
- Standard installation up to 4 hours additional hours charged at \$125/hour
- Includes installation and training
- 1-year Complete Care Plan

"Prize Value" – \$3,600 (Three Thousand Six Hundred Dollars)

"Start Date" – August 15, 2023 at 8:00 am Eastern Time

"End Date" – September 15, 2023 at 11:59 pm Eastern Time

"Drawing Date" - September 18, 2023

"Entry" – Entrant must visit Sponsor's provided platform(s) and submit the required entry form.

By entering this Invisible Fence® Brand Sweepstakes, you acknowledge that you understand and will abide by these Official Sweepstakes Rules.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.

#### **SPONSOR**

The Sweepstakes is sponsored by Radio Systems Corporation having a principal place of business at 10427 PetSafe Way, Knoxville, TN 37932 (the "Sponsor").

# PRIZE DESCRIPTION

At the conclusion of the Sweepstakes, Sponsor will have awarded the Prize(s) in accordance with these Official Sweepstakes Rules. The total value of each Prize to be awarded is less than the Prize Value.

#### **ELIGIBILITY**

Notwithstanding the limitations provided herein, the Sweepstakes is open to all U.S. residents who have reached the age of majority at the time of entry (each, an "Entrant"). Employees, officers, directors, or managers of the Sponsor, its affiliates, subsidiaries, advertising or

promotion agencies, or participating sponsors or promotional partners, or the immediate family (defined as current spouse, parents, children, siblings and their respective spouses) of such individuals and persons living in the same household are not eligible to participate in the Sweepstakes.

#### SWEEPSTAKES PERIOD

The Sweepstakes begins on Start Date and ends on End Date.

# **ENTRY**

To enter the Sweepstakes, an Entrant must submit an Entry to the Sponsors' designated platform completing all required Entry fields within the form. Only one Entry per Entrant will be accepted; duplicate Entries will be eliminated. All content provided by the Entrant must not violate any copyright or other laws. Entrant warrants to the Sponsor that any content provided to the Entrant is original and owned by the Entrant.

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, and any Entry that is incomplete will be disqualified.

# WINNER SELECTION

Winner(s) of the Sweepstakes will be selected by a random drawing conducted by the Sponsor, or an authorized agent of the Sponsor. Each Prize drawing will be made from all eligible Entries received during Sweepstakes Period. Odds of becoming a Winner depend on the number of eligible Entries received in the Sweepstakes. Sponsor will notify each Winner of the Sweepstakes by direct message, phone, or email whichever is available to the Sponsor, within 72 hours of the drawing. If the winner fails to comply with these Official Sweepstakes Rules, or is ineligible to receive a Prize, the Prize will be awarded to an alternate party selected by a second random drawing conducted in accordance with these Official Sweepstakes Rules. A Prize Winner must respond to the Sponsor's notification of winning a Prize within seven (7) days or the prize will be forfeited, and the Sponsor will select a new Prize Winner in accordance with these Sweepstakes Rules. Each Winner may be required to submit valid identification to the Sponsor to claim the Prize.

# ADVERTIZING 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 the winner's name, submission, 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.

# **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 Invisible Fence Marketing – Opt Out, 10427 PetSafe Way, Knoxville, TN 37932.

# 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 SWEEPSTAKES. 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.

# **GENERAL**

A. All foreign, federal, state, and local taxes apply and are the sole responsibility of the Winner of the Prize.

B. No substitution or transfer of the Prize is permitted.

C. SPONSOR RESERVES THE RIGHT TO PROSECUTE AND/OR SEEK DAMAGES FROM ANY PERSON(S) THAT DAMAGES OR UNDERMINES THE LEGITIMATE

# OPERATION OF THE SWEEPSTAKES TO THE FULLEST EXTENT PERMITTED BY LAW.

- D. Each Entrant agrees to indemnify and hold Sponsor, Facebook and any Sponsor Affiliates (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 in this Sweepstakes.
- E. Sponsor reserves the right, without prior notice and at any time, to terminate the Sweepstakes, in whole or in part, or modify or suspend the Sweepstakes in any way at its sole discretion.
- F. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Sweepstakes Rules or the rights and obligations of the participant or Sponsor in connection with the Sweepstakes 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 Sweepstakes 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 Sweepstakes Rules and the Sweepstakes.
- G. The odds of winning depend upon the number of qualified Entries received. The value of each Prize is less than the Prize Value. No other prizes will be awarded.

# H. VOID WHERE PROHIBITED BY LAW.

I. This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter, Instagram or any other social media platform that the Sweepstakes may appear.

# PRIZE WINNER

To receive the names of the official Sweepstakes Winner(s), send a self-addressed stamped envelope to "Invisible Fence Brand Sweepstakes – Winner Names" at 10427 PetSafe Way; Knoxville, TN 37932 within three months of the End Date