## Banfield Pet Hospital Recruiting Event Sweepstakes Promotion

## **Official Rules**

NO PURCHASE NECESSARY TO ENTER

**Overview.** This Banfield Event Sweepstakes Promotion (the "Sweepstakes") is a promotion sponsored by Medical Management International, Inc., dba Banfield Pet Hospital ("Banfield") in connection with the following Banfield recruiting event (the "Event"):

**PVMA's Spring Clinic** 

**Eligibility.** To be eligible to enter the Sweepstakes, entrants must be a legal U.S. resident and 18 years of age or older. Void where prohibited by law. Employees of Banfield or any entity involved in the production or promotion of the Promotion, and those living in the same household ("Banfield Affiliates"), are not eligible to enter or win.

**Sweepstakes Period.** The Sweepstakes begins on 5/24/2023 at 12:01 am Pacific Time and ends on 5/25/2023 at 11:59 pm Pacific Time (the "Sweepstakes Period"). Banfield's computer, or its third party service provider's computer, is the official timekeeping device for the Sweepstakes. One or more winners will be chosen through random drawings (as discussed below) from all eligible Entries received during the Sweepstakes Period.

How to Enter. Completion of either of the following constitutes an "Entry":

(a) All registered attendees at the Event will be automatically entered in the Sweepstakes; or

(b) Enter by completing an entry form and providing your email address through the Event "virtual booth" landing page at <u>https://banfieldentertowin.com/</u>

Odds of winning depend on number of eligible Entries received during the Sweepstakes Period. Entries containing false or fraudulent information will be disqualified. Limit one (1) Entry per person. Duplicate Entries for a single individual during the Sweepstakes Period will be disqualified. Entries remain the property of Banfield and will not be returned or acknowledged.

All information collected through Entry into the Sweepstakes will be used only in accordance with Banfield's privacy notice at: <u>www.banfield.com/privacy</u>.

**Prizes.** Banfield will select 1 winner(s) through a random drawing (as discussed below). Each winner will receive the following prize:

Choice of Apple Airpods 3rd Generation (retail value of each \$179) or a Theragun Mini handheld percussive massager (retail value of each \$199)

No substitute, transfer, or cash equivalent for a prize is allowed by any winner. Banfield, at its sole discretion, may substitute prizes of equal or greater value.

**Drawing and Notification.** Each Sweepstakes prize winner will be selected in a random drawing on or about 5/29/2023, from all eligible Entries received during the Sweepstakes Period. The results of all drawings, and the decisions of Banfield and its third party service

providers, are final and binding in all respects. Each winner will be notified by email to the email address provided with entry, within ten (10) business days after the prize drawing. If a potential winner cannot be reached at the address provided and does not respond to Banfield (or its third party service provider) within ten (10) days from receipt of the prize notification, or if the potential winner is found to be ineligible, or if the potential winner cannot or does not otherwise comply with these Official Rules, an alternate winner will be selected by a second chance random drawing.

**Consent to Receive Email.** By participating in the Sweepstakes, you will opt-in to receive email or other communications from Banfield and its affiliated partners. You may subsequently opt-out of the receipt of such email or communications by following the directions in the email. Your opt-out status will not affect your participation or chances to win in the Sweepstakes. During the Sweepstakes Period, however, you may nevertheless receive emails which Banfield deems are related to the Sweepstakes and related programs.

**General Conditions.** All Federal, state and local laws and regulations are applicable. All taxes (including, but not limited to, income taxes), and any and all service charges or fees applicable to the prizes are the sole responsibility of the winners. Each winner may be required to execute an Affidavit of Eligibility and Release ("Affidavit") which must be returned to and received by Banfield within ten (10) days from each winner's receipt. Each winner may also be required to complete a Form 1099 before receiving his/her prize. Any failure to comply with the foregoing may result in disqualification and an alternate winner may be chosen. Each winner's Entry into the Sweepstakes and/or acceptance of a prize constitutes permission for Banfield and its affiliates to use each winner's name, address (city and state) and/or likeness for advertising and trade purposes without further compensation, in any and all forms of media, now known and hereafter devised, including without limitation on Banfield's website located at <u>www.banfield.com</u> or on or through Banfield's social media accounts, unless prohibited by law. All entrants agree to comply with these Official Rules. Any person attempting to defraud or in any way tamper with this Sweepstakes and any person who does not comply with these Official Rules, will be ineligible for a prize and may be prosecuted to the full extent of the law.

THE WASHINGTON COURTS (STATE AND FEDERAL) WILL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE SWEEPSTAKES AND THE LAWS OF THE STATE OF WASHINGTON WILL GOVERN THE SWEEPSTAKES. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS.

If, for reasons beyond Banfield's control, the Sweepstakes is not capable of running as originally planned, such as tampering or bugs or infection by computer virus, Banfield, at its sole discretion, reserves the right to suspend, cancel or modify the Sweepstakes without liability. Banfield is not responsible for its own or any entrant's computer system, hardware, software or program malfunction or other errors, failures, delayed computer or email transmissions or network connections that are either human or technical in nature.

**Disclaimers.** All Sweepstakes entrants agree that Banfield and Banfield's affiliates will not be liable for losses or injuries of any kind resulting from acceptance or use, including misuse, of any prize, or any entrant's participation in the Sweepstakes, or any technical malfunctions of the computer system or network, computer equipment, hardware, software, or any combination thereof, or any Entries that are late (including delayed data transmissions), tampered with, garbled, incomplete, misdirected, lost, mutilated, delayed, corrupted, mechanically duplicated, illegible or otherwise not in compliance with these Official Rules. Entrants also agree that

Banfield and Banfield's affiliates are not responsible or liable for any injury or damage to an entrant's or third person's computer related to or resulting from the Sweepstakes or its prizes. Banfield and Banfield's affiliates are not liable for damage to a user's computer system in any way due to an entrant's participation in the Sweepstakes or downloading any information in connection with the Sweepstakes, including without limitation any server failure, lost, delayed or corrupted data or other malfunction. Banfield reserves the right to modify or cancel the Sweepstakes in the event that it becomes technically corrupted. This Sweepstakes is void where prohibited by law.

The Sweepstakes is not endorsed, sponsored or administered by Facebook, Instagram, or Twitter. None of Facebook, Instagram, or Twitter are associated with the Sweepstakes. By entering the Sweepstakes, you hereby release Facebook, Instagram, and Twitter from all responsibility and liability associated with the Sweepstakes.

**Rules/Winner List.** For an additional copy of these Official Rules or a list of winners, send an email specifying your request to TA.Events@banfield.com. The list of winners will be available within seven (7) days after the Sweepstakes drawing.

007566\09000\11606462v1