

## “24PETWATCH® Where’s Whiskers and Winston Contest”

### OFFICIAL RULES

THESE OFFICIAL RULES (THE “**RULES**”), AS MAY BE AMENDED BY PETHEALTH SERVICES INC., AND PETHEALTH SERVICES (USA) INC., GOVERN THE “24PETWATCH® WHERE’S WHISKERS AND WINSTON” (THE “**CONTEST**”) DESCRIBED BELOW. BY ENTERING THIS CONTEST, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE RULES. IF YOU DO NOT AGREE WITH EACH PROVISION OF THESE RULES, YOU MAY NOT PARTICIPATE IN THE CONTEST.

This promotion is managed and sponsored by Pethealth Services Inc., located at 400-710 Dorval Drive, Oakville, Ontario, L6K 3V7, Canada if you are a resident of Canada, and Pethealth Services (USA) Inc., located at 3315 Algonquin Road, Suite 310, Rolling Meadows, IL, 60008, United States of America if you are a resident of the United States of America (collectively, the “**Sponsor**”).

### PERIOD AND ELIGIBILITY

1. The promotion commences at 7:00 a.m. (E.S.T.) on March 19, 2024, and ends at 11:59 p.m. (E.S.T.) on April 18, 2024 (the “**Promotion Period**”).
2. The Contest is open to legal residents of Canada and the 50 United States or the District of Columbia who have reached the age of majority in their province, territory, or state of domicile at the time of entry (the “**Participant**”).
3. Sponsor and their respective officers, directors, employees and their immediate family members, and any entity involved in the implementation, administration, judging or fulfillment of the Contest are not eligible to participate.

### HOW TO ENTER

4. To enter the Contest, the Participant must submit one of the seven (7) completed Where’s Whiskers and Winston games found on <https://www.24petwatch.com/wheres-whiskers-and-winston> (US-only) and <https://www.24petwatch.com/ca/wheres-whiskers-and-winston> (Canadian-only) during the Promotion Period (the “**Entry**”).
5. The Entry must be received prior to the end of the Promotion Period. Only seven (7) Entries may be entered per Participant into the Contest. Entry is free.
6. The Participant must provide their email address with their submission. The Participant consents to be contacted by the Sponsor, via email regarding the administration of the Contest if they are deemed the winner.

7. No purchase necessary to enter or win. Purchase, quote, or photo/video submission will not improve chances of winning.

## **HOW TO WIN**

8. Three (3) winners, who are either a legal resident of Canada or who are a legal resident of the United States or the District of Columbia, will be chosen in a random drawing from among all eligible Entries collected during the Promotion Period. Sponsor reserves the right to disqualify any Participants or winners and may refuse to award a Prize to anyone who is not eligible or has violated a rule, gained unfair advantage, or obtained winner status using fraudulent means.
9. Each winner will be required to provide their name and email address to the Sponsor and in doing so, consents to be contacted by the Sponsor via email in regards to the administration of the Contest and delivery of the Prize.
10. If the winner is from Canada, they will be required to answer a time limited mathematical skill testing question without assistance (including the use of electronic computing devices) in order to claim the Prize.
11. Odds of winning the Prize depend on the number of eligible entries received throughout the Promotion Period.

## **LIMITATIONS ON ENTRIES**

12. LIMIT 7 ENTRIES PER PARTICIPANT.

## **THE PRIZE**

13. The Prizes will be awarded after the Promotion Period as follows:
  - a. One (1) grand prize winner which will consist of one (1) Amazon e-giftcard, valued at \$500 Canadian dollars (if winner is a resident of Canada) or valued at \$500 US dollars (if winner is a resident of the United States);
  - b. One (1) second place prize winner which will consist of one (1) Amazon e-giftcard, valued at \$250 Canadian dollars (if winner is a resident of Canada) or valued at \$250 US dollars (if winner is a resident of the United States);
  - c. One (1) third place prize winner which will consist of one (1) Amazon e-giftcard, valued at \$100 Canadian dollars (if winner is a resident of Canada) or valued at \$100 US dollars (if winner is a resident of the United States).
14. Any expenses related to the delivery of the Prize will be covered by Sponsor.

15. The winner of the Prize agrees to accept the Prize “as is” and acknowledges that Sponsor is not in any manner responsible or liable for any warranty, representation, or guarantee relative to the Prize, including warranties provided exclusively by a prize supplier. The Prize is non-transferrable, and cannot be redeemed for cash.

#### **ADDITIONAL INFORMATION**

16. The Prize draw will take place at 400-710 Dorval Drive, Oakville, ON, L6K 3V7, Canada on April 19, 2024.
17. The winners will be notified by the Sponsor via email on April 19, by 5:00 p.m. Eastern Time, and will have fourteen (14) days from the date of notification to respond and claim the prize.
18. Should a winner not claim their prize within fourteen (14) days of notification, the winner will forfeit the prize and a new winner will be drawn by the Sponsor.

#### **RIGHTS CLEARANCE**

19. The Participant agrees that the Sponsor may post the Entry on Sponsor owned or controlled websites, viewing galleries, social media platforms, and use the Entry as part of press releases. Further, submitting an Entry constitutes Participant’s waiver of all moral right in and to such Entry in favor of the Sponsor or anyone authorized by the Sponsor to use such Entry. The Participant represents and warrants that: (i) the Entry does not contain any material that is libelous, defamatory, profane or obscene, (ii) the Entry is original and all right, title, and interest (including copyright) therein and thereto is owned and/or controlled by the Participant to the full extent necessary to enable the Sponsor to use the Entry as contemplated by these Rules; and (iii) the Entry does not infringe upon the intellectual property or other statutory or common law rights of any third party.
20. By submitting the Entry to the Sponsor in connection with the Contest, the Participant shall retain all right, title and interest (including copyright) in and to the Entry, and shall grant the Sponsor a worldwide, gratuitous, irrevocable, and exclusive license to copy, use, modify, reproduce, display, adapt and transmit the Entry for use in all media now known or hereafter devised in perpetuity beginning on the date of submission, including, but not limited to, in connection with the administration, promotion and exploitation of the Contest. The Participant hereby confirms that the Entry is an original work, solely created by the Participant, and that no third party participated as an author, co-author, photographer or otherwise in the creation of the Entry or any part thereof. The Sponsor assumes no responsibility for any claims of infringement of rights to copyright, privacy and/or personality, and all such liabilities shall remain with the Participant.

## GENERAL TERMS AND CONDITIONS

21. If you are a resident of Canada, these Rules shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein without regard to its choice of law provisions and all disputes hereunder shall be subject to the jurisdiction of the courts of the Province of Ontario, Canada. If you are a resident of the United States of America, these Rules shall be governed by the laws of the state of Illinois, and the laws of the United States of America applicable therein without regard to its choice of law provisions and all disputes hereunder shall be subject to the jurisdiction of the court of the State of Illinois, United States of America.
22. The winner may be required to complete and sign a liability release or similar documents as outlined by Sponsor and, except where prohibited by law, a publicity release which must be returned via email within ten (10) business days of receipt.
23. By entering the Contest and in case of winning the Prize, the winner agrees to the use of his or her name, location and image in any publicity material, as well as their entry.
24. Information submitted with an entry is subject to the 24Petwatch® Privacy Policy which may be viewed at [www.24petwatch.com](http://www.24petwatch.com). By entering the Contest, you acknowledge that you have read and agree to the terms of the privacy policy and that the personal information that you provide will be maintained on the Sponsor's server in accordance the 24Petwatch® Privacy Policy.
25. The Sponsor reserves the right to cancel, or amend the Contest, and these Rules effective immediately without notice in the event of an anticipated breach of any applicable laws or regulations, or any other event outside of the Sponsor's control. Any changes to the Contest will be noted in these Rules, as may hereinafter be amended.
26. The Sponsor does not accept any responsibility for Entries that are not received.
27. This Contest is in no way sponsored, endorsed or administered by, or associated with any other company. The Participants are providing information to Sponsor, and not to any other party.
28. For a copy of these Official Rules or any legally required winner list, send a self-addressed, stamped envelope to Pethealth Services Inc., ATTN: Marketing Department – Where's Whiskers and Winston Contest, 400-710 Dorval Drive, Oakville, Ontario, L6K 3V7, Canada if you are a resident of Canada, or Pethealth Services (USA) Inc., ATTN: Marketing Department – Where's Whiskers and Winston Contest, 3315 Algonquin Road, Suite 310, Rolling Meadows, IL, 60008, United States of America if you a resident of the United States of America. Rules and winner list requests must be received within six (6) months of the end of the Promotion Period. No mechanically reproduced or photocopies requests allowed; only one (1) request per outer mailing envelope. Vermont residents may omit return postages for rules requests.
29. This Contest is void where prohibited or restricted by law.

30. For questions about participation, please email [marketing@pethealthinc.com](mailto:marketing@pethealthinc.com).

BY ENTERING THE CONTEST, THE PARTICIPANT AGREES, ON BEHALF OF HIMSELF/HERSELF, HIS/HER HEIRS, EXECUTORS, REPRESENTATIVES, ASSIGNS, ADMINISTRATORS, AND NEXT OF KIN TO INDEMNIFY, HOLD HARMLESS AND TO RELEASE PETHEALTH SERVICES INC., PETHEALTH SERVICES (USA) INC., ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, PARENT COMPANIES, AFFILIATES AND SUBSIDIARY COMPANIES FROM ANY AND ALL LIABILITY OR ACTIONS OF ANY KIND WITH RESPECT TO OR IN ANY WAY ARISING FROM THIS CONTEST, PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY; AND/OR DELIVERY/MISDELIVERY, ACCEPTANCE, POSSESSION, USE, OR MISUSE OF THE PRIZE, INCLUDING, BUT NOT LIMITED TO LIABILITY FOR PERSONAL INJURY, BODILY INJURY (INCLUDING WRONGFUL DEATH OR DISABILITY), DAMAGE TO PROPERTY AND DAMAGE OR LOSS OF ANY OTHER KIND.