

The Team Behind ACANA™ Petfoods Wants to Pay Someone \$10,000 to Cuddle Kittens
Official Rules

- **NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT OF ANY KIND DOES NOT INCREASE YOUR CHANCES OF WINNING.**
- **VOID WHERE PROHIBITED BY LAW.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE CONTEST PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **ELIGIBILITY:** The Team Behind ACANA™ Petfoods Wants to Pay Someone \$10,000 to Cuddle Kittens contest (“Contest”) is open only to individuals who are legal residents and physically located in one (1) of the fifty (50) United States or the District of Columbia, who are at least eighteen (18) years of age, or older as of time/date of entry, and who are not allergic to cats. Employees, officers and directors of Champion Petfoods USA Inc., makers of ACANA™ pet food (“Sponsor”), Ketchum, Inc., Best Friends Animal Society (including current volunteers), Mars Inc., Realtime Media LLC (“Administrator”), and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, current or past Champion Petfoods influencer partners and their families, (collectively, the “Contest Parties”), their immediate family members and those living in the same household as such individuals (whether legally related or not) are not eligible to participate in the Contest or win a prize. For purposes of this Contest, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. By participating, you agree to these Official Rules and to the decisions of the Sponsor and Administrator, which are final and binding in all respects. Void where prohibited by law, rule or regulation. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these “Official Rules” and the decisions of Sponsor, including the interpretation of these Official Rules and its exercise of discretion, which will be final and binding in all respects.
2. **TIMING:** The Contest entry period begins at 9:00 a.m. Mountain Time (“MT”) on March 27, 2024 and ends at 8:00 p.m. MT on April 10, 2024 (the “Contest Period”). All valid entries received during the Contest Period will then be judged, as set forth in Section 7 below. The designated computer clock of Champion Petfoods is the official time-keeping device in the Contest. The winners (defined below) will be announced on or around May 10, 2024.
3. **HOW TO ENTER:** During the Contest Period, visit <https://www.acana.com/en-US/kitten-cuddler.html> (the “Contest Website”) and follow the links and instructions to complete and submit the registration form including your full name, valid email address, street address (P.O. Boxes not accepted), city, state, and ZIP Code, date of birth, phone number, and whether you are allergic to cats (see eligibility above). Then, follow the links and instructions to answer the questions about your love for and experience with cats and kittens (200 word total) (each a “Submission”). See additional Submission guidelines and requirements below. For purposes of this Contest, a Submission text answers to the provided questions that follow the technical, creative, and legal requirements disclosed on the Contest Website and elsewhere in these Official Rules, including, without limitation, the Content Guidelines (defined below).

Limit of one (1) Submission per person/email address during the Contest Period. Any attempt to submit more than one (1) Submission may lead to disqualification from the Contest. A Submission may, in Sponsor’s sole and absolute discretion, be rejected if it fails to follow the technical, creative, and legal requirements disclosed on the Contest Website and in these Official Rules. Those who do not follow all of the instructions, provide the required information in their registration form, or abide by these

Official Rules or other instructions of Sponsor may be disqualified at Sponsor's sole and absolute discretion. All Submissions that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor's sole and absolute discretion. Submissions generated by script, macro, or other automated means and those by any means which subvert the entry process are void. All Submissions become the physical property of Sponsor and will not be acknowledged or returned. Assurance of delivery of entries is the sole responsibility of the entrant.

In the event of a dispute over the identity of an online entrant, Submission will be deemed submitted by the registered account holder of the email address associated with the Submission for the domain associated with the submitted email address, provided that person is eligible. Winners may be required to show proof of being the registered account holders. Registered account holder is defined as the person assigned to an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses. In the event that a dispute regarding the identity of the individual who uploaded the Submission cannot be resolved to Sponsor's satisfaction, the affected Submission will be deemed ineligible. The Contest Parties are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid Submissions.

4. SUBMISSION CONTENT GUIDELINES: Submissions that do not meet the following "Content Guidelines" are subject to disqualification and/or removal from the Contest and Sponsor's website (as applicable), each at Sponsor's sole and absolute discretion, so read and follow these Content Guidelines:

- All answers to questions must be in English and not exceed 200 words in total.
- Submissions must comply with these Official Rules and any other disclosures posted on the Contest Website and meet all specifications or requirements called for on the Contest Website and other advertising for the Contest.
- During the Contest Period, Submissions cannot be displayed or distributed except as needed to enter the Contest, and you must maintain all rights, without third-party obligations, necessary to grant Sponsor the unfettered right to display the Submissions on Sponsor's website if you are selected as a potential winner.
- Except for materials that are in the public domain, each Submission, in its entirety, must be a single work of original material created solely by the entrant, or for which entrant has all rights required to comply with these Official Rules and to grant Sponsor the right to display the Submission on Sponsor's website if entrant is selected as a potential winner, and suitable for presentation in a public forum.
- Submissions must not have been submitted previously in any contest of any kind or exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of friends and family) through any means previously.
- Submissions, and Sponsor's use of Submissions as permitted under these Official Rules, must not infringe on or violate the intellectual property or other rights of any other person or entity. Sponsor does not permit the infringement or violation of others' rights and any use of materials that infringe or violate third party rights is grounds for disqualification from the Contest and may subject you to liability. Do not copy your favorite movie, book or photo or include materials, images, graphics, logos, or trademarks belonging to any third parties or incorporate the names, likeness or personas of any party other than yourself. Submissions that contain brand names, trademarks or company logos, other than those owned by Sponsor, are subject to disqualification.
- Submissions must not include material that: (a) is sexually explicit, indecent, obscene, violent, hateful, tortuous, defamatory, slanderous or libelous, (b) is derogatory or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (c) invades the privacy, publicity or other

rights of any person, living or deceased, (d) is unlawful, (e) is harmful to other users of the Contest Website such as viruses, Trojan horses or other technologies that could adversely impact the Contest, and/or (f) is disparaging to Sponsor or is inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate (at Sponsor's sole and absolute discretion).

- Submissions should not reveal any personal information about another individual, including another person's address, phone number, email address, credit card number or any information that may be used to track, contact, or impersonate that individual.
- No background artwork should appear in the Submissions unless it is an original work of the entrant. Any artwork, murals, etc. that can be seen in Submissions must be created solely by the entrant or entrant must be the sole owner of all copyright interests therein.

- 5. OTHER SUBMISSION TERMS:** Sponsor will use the Submissions to select the potential winners and for display on Sponsor's website. Each entrant agrees that during the Contest Period, entrant shall not make, and shall not permit, any other public use, display or distribution of the Submission(s), and entrant shall maintain all rights without encumbrances so that Sponsor has the unfettered right to display the Submissions on Sponsor's website if Sponsor selects the entrant as a potential winner. Entrants agree that Sponsor shall have the sole discretion in determining the extent and manner of use of Submissions and are not obligated to use any Submission. Entrants agree that neither Sponsor, nor its agents, shall be responsible for return or preservation of the Submissions submitted.

Each entrant acknowledges that Submissions are not being submitted in confidence or in trust to Sponsor and that no confidential or fiduciary relationship is intended or created. Each entrant acknowledges that Sponsor and other entrants may have created ideas and concepts contained in their Submissions that may have familiarities or similarities to his/her own Submission, and that he/she will not be entitled to any compensation or right to negotiate with the Contest Parties because of these familiarities or similarities. Notwithstanding any custom and practice in the industry to pay an individual for an idea (if any), nothing herein shall create an implied or express contract to compensate entrants for their Submissions and there is no obligation for any Contest Party to pay or otherwise compensate entrants for any of their ideas or materials in any communications with Sponsor, whatsoever. Submissions are not confidential and the Contest Parties' only obligations to entrants regarding Submissions are as specifically set forth in these Official Rules. The decisions of the Sponsor are final and binding in all matters relating to this Contest, including interpretation and application of these Official Rules. Sponsor reserves the right to request from entrant at any time proof that entrant maintains all necessary rights in their Submission in order to grant Sponsor the rights required herein in a form acceptable to Sponsor. Failure to provide such proof may lead to, among other things, the entrant being disqualified from the Contest.

- 6. REPRESENTATIONS AND WARRANTIES:** By entering the Contest, each entrant represents and warrants that he or she has read, understands, agrees to and will follow the Official Rules. Entrant further represents and warrants that his or her Submission and all materials and matter therein: (a) (except for elements that are within the public domain or are provided by Sponsor for inclusion in Submissions) are wholly original with such entrant, were created by entrant, are not a copy or imitation of any other material, and entrant owns all rights in and to the Submission and all materials and matter therein, or entrant has all necessary rights to grant the Sponsor the rights granted hereunder, and to grant Sponsor the right to display the Submission on Sponsor's website or via other media, should entrant be named a potential winner, and for Sponsor to exercise such without obligation or liability to any third party; (b) do not include the image or likeness or any person other than entrant, and entrant is at least eighteen years of age; (c) do not and will not infringe or violate any law or right whatsoever, including, without limitation, any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, right to ideas, etc.) of any person or entity, and the use thereof by the Contest Parties, including on Sponsor's website should entrant be named a potential winner, will result in no violations of the rights of any third party or any law, and no third party liability or obligations; and (d) is not the subject of any threatened or pending litigation, claim or dispute that might give rise to litigation, which adversely affects or in any way prejudices, impairs or diminishes the rights granted hereunder or the value thereof. Entrant further represents and warrants that he or she has the

right to agree to and fully perform consistent with these Official Rules and that he or she has complied and has obtained all permissions, licenses and consents that are necessary for the submission of the Submission and the use of the Submission (including use of the Submission on Sponsor's website and elsewhere, should entrant be named a potential winner) and to verify compliance with the foregoing requirements. Entrant agrees to provide to Sponsor at Sponsor's request copies of all such permissions, licenses, and consents. Sponsor reserves the right, in its sole discretion, to disqualify and/or not to post on Sponsor's website any Submission that Sponsor determines does not comply with these Official Rules, to make such changes to any Submission as are necessary to make it compliant, or to require the entrant to do so. Entrant further acknowledges and agrees that he/she has not previously granted, assigned or otherwise encumbered his/her Submission, or any images, text and materials depicted therein, to any other third party. Further, entrant represents and warrants that Sponsor's use of any Submission, including any images, text and materials depicted therein, shall not violate an agreement to which such entrant has signed. Entrant agrees to indemnify and hold the Released Parties (defined below) harmless from and against any third-party claims, to the extent arising out of or relating to any breach or alleged breach of any representation, warranty or covenant made by entrant in connection with his or her acceptance of these Official Rules or Contest activities.

7. JUDGING/WINNER DETERMINATION: After the end of the Contest Period, a panel of qualified judges, selected by the Sponsor in its sole discretion, will score each Submission up to the maximum number of points allowed. Judges will review and judge all eligible Submissions based on the following judging criteria ("Judging Criteria"):

- Relevance to the Topic: Love for Kittens (35%)
- Creativity of Submission (35%)
- Empathy and Sweetness conveyed in Submission (30%)

Submissions that do not contain all required entry information or are considered inappropriate for any reason are not eligible. The highest-scored Submission will be deemed the potential grand prize winner, and the two (2) Submissions with the next-highest scores will each be deemed a potential first prize winner. In the event of a tie between 2 or more Submissions, the tie will be broken by comparing the scores for Creativity. If a tie remains, the tie will be broken by comparing the scores for Empathy and Sweetness conveyed in Submission. In the unlikely event that a tie still remains, an additional "tie-breaking" judge appointed by the Sponsor shall be brought in to evaluate the tied Submissions, based on the Judging Criteria above. Sponsor reserves the right not to award all prizes or to choose fewer than the number of winners specified in these Official Rules if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. Prize awards are subject to verification of eligibility and compliance with these Official Rules. Judges' decisions are final and binding.

8. WINNER NOTIFICATION/PRIZE CLAIMING: The potential winners will be notified using the information provided during entry by email or telephone (method to be selected by Sponsor in its sole discretion) in a commercially reasonable time after selection of the potential winners. The Contest Parties are not responsible for false, incorrect, changed, incomplete or illegible contact information. Notification is deemed to have occurred immediately upon sending of an email or placing of a phone call. As part of the winner notification process, each potential winner may be required to complete and submit a prize redemption form ("Redemption Form") and the potential Grand Prize winner will be required to complete and submit a declaration of eligibility/liability release, and a publicity release (collectively, the "Declaration") within ten (10) days as a condition of receiving a prize. If any potential winner fails or refuses to sign and return the Release or Redemption Form within three (3) days of date of notification or if the Release and/or Redemption Form are returned as rejected, faulty, unclaimed or returned as undeliverable to the potential winner, potential winner may be disqualified and an alternate may be selected using the judging process above, up to three (3) alternates, after which the applicable prize will remain un-awarded. P.O. Boxes are not permitted. The Contest Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email or other account to receive messages. Non-compliance shall result in disqualification and award to an alternate winner.

Parents or legal guardians of a Grand Prize winner under the age of majority in their state/jurisdiction of residence (which is eighteen (18) in most states but is nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi) may be required to also sign the Declaration in order for the prize winner to be qualified to receive his or her prize.

A potential winner becomes a “winner” only after verification of eligibility by Sponsor. If a potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner may be selected from among all remaining entries repeating the process identified above. No more than the stated number of prizes will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available may be selected in a similar judging manner from among all persons making purportedly valid claims for such prize(s). Inclusion in such process shall be each entrant’s sole and exclusive remedy under such circumstances. The Contest Parties are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winners.

- 9. PRIZES/PRIZE RESTRICTIONS:** There will be one (1) Grand Prize and two (2) First Prizes awarded in this Contest.

One (1) Grand Prize: The grand prize includes \$10,000 for the winner who will need to volunteer four (4) hours on a weekend in June, 2024 to cuddle kittens at a nearby partner shelter (“Grand Prize”). The approximate retail value (“ARV”) of the Grand Prize is \$10,000. **NOTE:** Grand Prize winner must not be allergic to cats, must pass a background check (see details below), must not have a partnership with one of Sponsor’s competitors, and must be eligible to volunteer according to the following Best Friends Animal Society volunteer requirements: <https://bestfriends.org/volunteer/volunteer-faqs#%20FAQ1>.

Two (2) First Prizes: Each first prize includes \$250 worth of cat food samples, all details determined by Sponsor, in its sole discretion (“First Prize”). The ARV of each First Prize is \$250.

The ARV of all three (3) prizes awarded in this Contest is \$10,500.

Winners may have their Submissions featured on Sponsor’s website, though Sponsor will have sole discretion regarding whether and how to display the Submissions.

Prizes are non-transferable, with no cash redemptions, equivalents, or substitutions except at Sponsor’s sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor’s sole and absolute discretion. Prize details and availability are subject to change and prize provider’s rules and restrictions, and in the event that Sponsor is unable to provide a winner with a prize, the Sponsor may elect to provide winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value. All prizes are awarded “AS IS” and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether they, in whole or in part, are used. The ARV of the prizes is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. The potential Grand Prize winner will be required to provide Sponsor with a valid social security number before the prize will be awarded, for tax reporting purposes. An IRS Form 1099 will be issued in the name of Grand Prize winner for the actual value of the prize received. Unclaimed prizes will be forfeited. Prizes, if legitimately claimed, will be awarded. The Contest Parties are not responsible for and will not replace any lost, mutilated or stolen prizes or any prize that is undeliverable or does not reach a winner because of an incorrect or changed address. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited, and the Contest Parties will have no further obligation with respect to that prize or portion of the prize. No more than the stated prizes will be awarded. The Contest Parties are not responsible for, and a winner will

not receive the difference, if any, between the actual value of the prize(s) at the time of award and the stated ARV in these Official Rules or in any Contest-related correspondence or material. Limit of one (1) prize per person and per household. All prizes will be fulfilled approximately four (4) to six (6) weeks after the winners have been confirmed after the Contest has ended.

Additionally, Sponsor reserves the right to conduct a background check (including social media check) on the potential Grand Prize winner, as a condition to receipt of the Grand Prize. Winner must first submit to such background check and cooperate with Sponsor in any way that Sponsor requests in order to be eligible to receive the prize. Sponsor reserves the right, in its sole discretion, to disqualify any winner based on such background check if Sponsor determines, in its sole discretion, the background check reveals information that is inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate (which may be determined at Sponsor's sole and absolute discretion).

- 10. GENERAL:** The Contest Parties do not assume any responsibility for any disruption in the Contest, including, but not limited to, the failure or interruption of any website, or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Contest materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Contest Parties and may be changed from time to time without notice. In the event Sponsor is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each, a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Contest or prize. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Contest should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Contest; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Contest; (ii) acting in violation of these Official Rules; or (iii) acting in an unsportsmanlike manner.
- 11. CONDUCT:** The Contest Parties are not responsible for the actions of entrants in connection with the Contest, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. The Contest Parties reserve the right, at their sole discretion, to disqualify any individual found to be tampering with the participation process or the operation of the Contest, or to be acting in any manner deemed by the Contest Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Contest Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Submissions and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.
- 12. WAIVERS AND DISCLAIMERS:** The Contest Parties assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Submissions, URLs, or emails; (b) any incorrect or inaccurate registrations information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Submissions or registrations at any point in the operation of this Contest; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks,

lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Contest; (e) inaccessibility or unavailability of the Internet or any website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, social networking posts, or registrations, the announcement of the prizes, or in any other Contest-related materials; or (f) any injury or damage to entrants or to any other person's computer which may be related to or resulting from any attempt to participate in the Contest. If, for any reason, the Contest (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, then the Contest Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part. If terminated, the Contest Parties will award the prizes in a manner similar to the judging process set forth above, from among all non-suspect, eligible Submissions received for the Contest up to the time of such action.

13. RELEASES: All entrants, as a condition of participation in this Contest, agree to release, discharge, indemnify and hold harmless and indemnify the Contest Parties, and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "Released Parties") from and against any and all liability, claims, costs (including attorneys' fees), losses, damages, fines, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with: (i) participation in any aspect of the Contest (including travel to/from any Contest activity), (ii) the receipt, ownership, use or misuse of the prize awarded, including any travel associated with any prize, (iii) the Released Parties' use as authorized under these Official Rules of any information or materials provided by the participant, including any potential claims based on violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; (iv) participant's registration material on any related website, or (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or prize.

14. GOVERNING LAW AND LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

15. DISPUTE RESOLUTION: The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in the State of Colorado, and any other court with jurisdiction over the parties. In

arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in the State of Colorado. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in the State of Colorado. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

- 16. ENTRY INFORMATION AND CONTEST COMMUNICATIONS:** As a condition of entering the Contest, each entrant gives consent for Sponsor to obtain and deliver winner's name, address, photograph, and certain other personal information described herein to third parties for the purpose of administering this Contest, as permitted under or as may be required to comply with applicable laws, regulations and rules, and/or for other purposes with the entrant's consent. The value of your data is the value of the offer presented to you, and you can unsubscribe at any time. Any personal information entrant provides to Sponsor may be used to communicate with entrant in relation to this Contest or on a Contest winners' list. Contact details and other information provided by entrants for purposes of entering the Contest will be used only as set out in these Official Rules and will not be used for marketing purposes. If an entrant has separately provided their contact details to Sponsor, that information will be used in accordance with Sponsor's Privacy Policy, which is available at <https://championpetfoods.com/en/privacy-policy.html>.
- 17. NO OBLIGATION TO USE:** Sponsor shall have no obligation (express or implied) to use any or to otherwise exploit any Submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the Submission for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.
- 18. DATES & DEADLINES/ANTICIPATED NUMBER OF ENTRANTS:** Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of entrants who will participate in the Contest.
- 19. FURTHER DOCUMENTATION:** If Sponsor desire to secure additional documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then entrant agrees to sign those documents upon Sponsor's request.
- 20. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Declaration will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Declaration is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on any website, social media platform

or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

- 21. WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by July 10, 2024 to: Team Behind ACANA™ Petfoods Wants to Pay Someone \$10,000 to Cuddle Kittens - Winners List Request, c/o Realtime Media, 1001 Conshohocken State Road, Suite 2–100, West Conshohocken, PA 19428.
- 22. SPONSOR:** Champion Petfoods USA Inc., makers of ACANA™ pet food, 909 Walnut St, Ste 200, Boulder, CO 80302. Reference to third parties in connection with prizes and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Contest.
- 23. ADMINISTRATOR:** Realtime Media LLC, 1001 Conshohocken State Road, Suite 2–100, West Conshohocken, PA 19428; <https://www.rtm.com/>; <https://privacy.rtm.com/PrivacyPolicy.pdf>.
- 24. No Instagram, Facebook, or LinkedIn Association.** The Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram, Inc., Meta Platforms, Inc., or LinkedIn. You understand that you are providing your information to the Sponsor, not to Instagram, Inc., Meta Platforms, Inc., or LinkedIn. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to Instagram, Inc., Meta Platforms, Inc., or LinkedIn.
- 25. Social Media:** By participating, you release Instagram, Inc., Meta Platforms, Inc., and LinkedIn and each of their parent companies, subsidiaries, affiliates, partners, employees, directors, agents, advertising agencies, from any and against any and all injury, loss or damage caused or claimed to be caused by your participation in the Contest and/or the acceptance, awarding, receipt, use and/or misuse of any prize.