

**SportDOG Brand<sup>®</sup> Conservation Fund Contest**  
**Official Contest Rules**

**Enter your Conservation Project in the SportDOG Brand<sup>®</sup> Conservation Fund Contest to give it a chance to win \$25,000 in project funding.**

***By entering the SportDOG Brand<sup>®</sup> Conservation Fund Contest, you accept and agree to be bound by these Official Contest Rules. To become a Finalist, the Organization conducting the Conservation Project 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 Organization's chances of winning.**

**2. Sponsor:**

The SportDOG Brand<sup>®</sup> Conservation Fund 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 one (1) Organization (hereinafter defined) the sum of \$25,000 (the "Grand Prize") and one (1) Organization the sum of \$5,000 (the "Runner-up Prize") to be used towards conservation projects or youth outdoor programs/education related to conserving and enhancing wildlife populations and habitat-enhancement initiatives (each a "Conservation Project"), in accordance with these Official Contest Rules. The Grand Prize and the Runner-up Prize (individually a "Prize", collectively, the "Prizes") can be used only for payment of Approved Expenses as described herein.

**4. Contest Dates:**

This Contest will begin at 8:00:00 am EST February 13, 2012 and end at 11:59:59 pm EDT on January 4, 2013 or upon announcement and qualification of the Prize Winners, whichever is later. All Entries must be submitted by 5:00 pm EDT on August 1, 2012.

The current Contest schedule is:

February 13, 2012 at 8:00 a.m. EST	Contest Opens
August 1, 2012 at 5:00 p.m. EDT	Deadline for Submission of Entries
August 20, 2012	Notification of Finalists
September 1, 2012 at 8:00 a.m. EDT to November 30, 2012 at 11:59:59 p.m. EST	Voting Period
January 4, 2013 (Tentative)	Announcement Winners

## **5. Entrant Eligibility:**

The Contest is open only to legal residents of the 48 contiguous 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 his or her Conservation Project for a Prize. Only the Organizations with Conservation Projects selected as Prize Winners are eligible to win the Prizes, and no prize will be awarded to any individual Entrant.

## **6. Organization Eligibility:**

The term “Organization” as used in these Official Contest Rules means (a) a county, city, municipality or other local governmental unit, legally organized, constituted and existing under state law, (b) a state agency or other unit of state government which oversees the management and conservation of the state’s wildlife and natural resources, or (c) a non-profit, public benefit organization legally organized and existing under state law which has received tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and which manages or operates wildlife conservation projects and habitat-enhancement initiatives or which oversees related youth outdoor programs and education.

To be eligible to win a Prize, an Organization with a Conservation Project selected as a Prize Winner must agree to accept and be bound by the Official Contest Rules and must otherwise meet the Eligibility Requirements set forth below.

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

### **(a) Entry.**

To enter a Conservation Project in the Contest, an Entrant must visit the [sportdog.com](http://sportdog.com) website and complete the entry form online by answering all the questions in the form (an “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.

All Entries must be received by the Sponsor before 5:00 pm EDT on August 1, 2012. 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, and any Entry that is incomplete may be disqualified.

**(b) *Entry Requirements and Conditions.***

Each Entry must include Entrant’s name, e-mail address, the name of the Organization for which the Entry is submitted, a description of the Organization’s Conservation Project and complete answers to all other questions contained in the entry form.

**(c) *Grouping of Entries.***

More than one Entrant may submit an Entry on behalf of a Conservation Project. In the event multiple Entries are submitted on behalf of the same Organization for the same Conservation Project, Sponsor, in its sole discretion, may elect to consolidate two or more of such Entries into a single Entry. An Organization may be nominated for multiple Conservation Projects.

**(d) *Selection of Finalists.***

Valid Entries will be judged by a panel of judges (“Judges”) selected by the Sponsor in its sole discretion. Sponsor may remove or replace a Judge or appoint additional Judges at any time in its sole discretion. Multiple Entries for the same Organization and same Conservation Project may be grouped together by the Sponsor as outlined above in which event the Entries will be considered collectively as a single Entry. The Judges will review each Entry and will score each nominated Conservation Project using the following judging criteria:

- (i) level of the Organization’s commitment to wildlife conservation and habitat-enhancement initiatives (30%);
- (ii) level of support that will be provided for the Conservation Project by the Organization’s other fundraising activities (20%);
- (iii) level of feasibility of the Conservation Project (20%);
- (iv) level of impact that the Conservation Project(s) will provide (30%).

The Judges may consider other publicly available information on the Organization and Conservation Project, in addition to information contained in the Entries.

The seven (7) Conservation Projects nominated in Entries which comply with the Official Contest Rules and receive the highest scores from the Judges will be the “Finalists”. The Organizations with Conservation Projects selected as Finalist will be notified of their selection as Finalists on August 20, 2012 or as soon thereafter as practicable.

**(e) Selection of Prize Winners.**

The Grand Prize and Runner-up Prize Winners will be selected by the public from the seven (7) Finalists. On September 1, 2012 at 8:00:00 am EDT or as soon thereafter as practicable, the seven (7) Finalists will be posted on the SportDOG Brand® Conservation Fund Contest Website. The public will have the right to vote for their favorite Finalist from and after this posting until 11:59:59 EST on November 30, 2012 (“Voting Period”). Sponsor reserves the right to extend the Voting Period in its sole discretion.

Voting is limited to one vote per person, per day. A “day” is defined as a 24 hour interval between 12:00:00 am EDT and 11:59:59 pm EDT over the Voting Period. The use of any automatic voting methods by any Finalist or its supporters will invalidate all votes for such Finalist.

The Finalist that receives the highest number of votes and which otherwise complies with the Official Contest Rules and meets all Eligibility Requirements will be declared the Grand Prize Winner by Sponsor on January 4, 2013 or on such later date as may be announced by Sponsor. The Finalist that received the second highest number of votes and which otherwise complies with the Official Contest Rules and meets all Eligibility Requirements will be declared the Runner-up Prize Winner by Sponsor on January 4, 2012 or on such later date as may be announced by Sponsor.

**(h) Award of Prizes.**

The Conservation Project designated as the Grand Prize Winner will be awarded \$25,000 by Sponsor for use in development and execution of the Conservation Project by the Organization, subject to compliance with these Official Contest Rules and satisfaction of all Eligibility Requirements.

The Conservation Project designated as the Runner-up Prize Winner will be awarded \$5,000 by Sponsor for use in development and execution of the Conservation Project by the Organization, subject to compliance with these Official Contest Rules and satisfaction of all Eligibility Requirements.

**(i) Eligibility Requirements.**

To be eligible to receive a Prize, the Organizations with Conservation Projects selected as Prize Winners must:

1. agree in writing to be bound by these Official Contest Rules;
2. provide a budget for the Conservation Project, which shall be subject to Sponsor’s reasonable approval;
3. provide evidence of appropriation or availability of sufficient funds to complete the Conservation Project in accordance with the proposed budget;
4. coordinate the activities of the Conservation Project with Sponsor; and

5. participate in promotional activities related to the Contest as reasonably requested by Sponsor.

**8. Use and Funding of Prize:**

Each Prize must be used only for direct costs associated with the development and execution of the Conservation Project, which shall be set forth in a project budget and subject to Sponsor's reasonable approval (the "Approved Expenses").

The Prizes will be paid and disbursed to each Prize Winner in one (1) installment at the conclusion of the Contest upon review and approval of "Approved Expenses" by the Sponsor, and all Prize funds must be spent within the 2013 calendar year.

**9. 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 Entrant's name, Entry responses, photograph and/or likeness 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 the Contest, each Entrant 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 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. Each Organization with Conservation Projects selected as Finalists agrees that the Sponsor Affiliates shall, except to the extent prohibited by law, have the right and permission to use each Organization's name and Conservation Project name for advertising and promotion of the Contest.

**10. 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 SportDOG Marketing – Opt Out; 10427 PetSafe Way; Knoxville, TN 37932.

The names and Organization affiliation of Entrants may be announced publicly in connection with the announcement of any Finalists or Prize Winners and in connection with the on-line posting, including but not limited to Facebook. Organization and Entrant information posted on Facebook will be subject to Facebook's privacy policies.

**11. 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 ORGANIZATIONS 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 PRIZE. ALL PRIZES ARE PROVIDED "AS IS" AND SPONSOR DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED WITH RESPECT THERETO.**

**12. Miscellaneous:**

(a) Each Entrant and each Organization with a Conservation Project which becomes a Finalist or Prize Winner 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 Organization 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 Judges on scoring matters is final and unappealable. The decision of the Sponsor as to all other matters related to the Contest is final and unappealable.

(f) The odds of winning depend upon the number of qualified Entries received. Sponsor will award two (2) Prizes. The value of the Grand Prize is \$25,000. The value of the Runner-up Prize is \$5,000. No other prizes will be awarded. The Prizes will be paid as outlined above.

(g) VOID WHERE PROHIBITED BY LAW.

**13. Prize Winners:**

To obtain the name of the official Prize Winners, send a self-addressed stamped envelope to SportDOG Brand® Conservation Fund Contest – Winner Name; 10427 PetSafe Way, Knoxville, TN 37932 after the Contest or visit the Sponsor’s website at [sportdog.com](http://sportdog.com).

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