# 2017 SportDOG® Companions for Conservation Contest Official Contest Rules

By entering or voting in the Contest, you 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 chances of winning. Void where prohibited by law.

# 2. Sponsor:

The 2017 SportDOG Companions for Conservation Contest (the "Contest") is sponsored by Radio Systems Corporation having 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) Grand Prize and two (2) Runner-up Prizes, in accordance with these Official Contest Rules (each, a "Prize"). The total approximate retail value of the Grand Prize is Ten Thousand (\$10,000.00) Dollars. The Grand Prize will include a "started" dog that has received training from a SportDOG Senior ProStaff Member (Chris Akin of Webb Footed Kennel) and an all-expenses paid duck hunting trip for the Grand Prize Winner and their child (see Eligibility requirements) to Red Legs Lodge in Arkansas. Dates of the two day / three night hunting trip are to be scheduled during the 2017 Arkansas duck hunting season. The Grand Prize will include certain SportDOG products, such as SD-425 remote trainer, whistles, check cords, training dummies and apparel. The cost of training, including transportation of the dog to and from the SportDOG Senior ProStaff Member as well as the food and boarding costs of the dog during that training, is included in the Grand Prize. Information regarding the dog included in the Grand Prize will be posted on the Contest website, and the dog will have completed all initial vaccinations required for the dog's age. No dog will be spayed or neutered. A "started" dog means a dog that is trained to be a functional hunter and is ready for use in the field, but Sponsor and the SportDOG Senior ProStaff Member make no representations or warranties regarding the dog, including without limitation its pedigree, training, obedience or hunting ability. The Grand Prize Winner accepts a dog at their sole risk and must agree to waive, release, indemnify and hold Sponsor, its affiliates and the SportDOG Senior ProStaff Member harmless from any and all damages, losses or claims related to the dog and this Contest. The Grand Prize Winner is responsible for paying all costs and expenses related to the care and ownership of the dog except as expressly provided herein. The Grand Prize Winner must comply with all state, federal and local laws and ordinances regarding the ownership and care of a dog. The First Runnerup Prize will include a 1 year membership to Ducks Unlimited, Mossy Oak Dog Bed, Mud River Ducks Unlimited Blades Camo Truck Seat Organizer, Mud River Ducks Unlimited Blades Camo Blind Bag, Ducks Unlimited hat, SportDOG Camo Blind Bag and Camo Gun Sleeve, and SportDOG t-shirt and hat. The Second Runner-up Prize will include a 1 year membership to Delta Waterfowl, Rig Em Right Gun Case with Delta Waterfowl logo, Delta Waterfowl Cooler, Delta Waterfowl Thermos, Delta Waterfowl Hat, Delta Waterfowl Duck ID Book, and SportDOG t-shirt and hat. Each Prize Winner will be responsible for paying all federal, state and/or local tax obligations and/or liabilities, if any, arising from, or in connection with, the receipt and acceptance of a Prize.

# 4. Eligibility:

The Contest is only open to legal residents of the contiguous United States who have reached the age of majority at the time of entry, are current members of an Organization (hereinafter defined) and are the legal parents, grandparents (including "step" parents or "step" grandparents") or guardians of a child between the ages of ten (10) and eighteen (18) (each, an "Entrant"). Employees, officers, directors, affiliates, licensees, distributors and fulfillment agencies of the Sponsor, and their 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. No Prize shall be awarded to a person who does not meet these eligibility requirements or who violates these Official Contest Rules. Only one entry is allowed per person, and no person may enter the Contest multiple times or on behalf of any other person using multiple addresses, emails or identities, or any other device or artifice. Any person who attempts to enter the Contest multiple times or with multiple identities or uses any device, false identity or artifice to enter multiple times will automatically be disqualified from the Contest.

The term "Organization" as used in these Official Contest Rules means 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 oversees related youth outdoor programs and education projects. Example Organizations include Ducks Unlimited, Ruffed Grouse Society, Pheasants Forever, Quail Forever and Delta Waterfowl.

# 5. Contest Period:

The Contest begins at 11:00 am ET on June 1, 2017 and ends at 11:00 am ET on July 31, 2017.

The current Contest schedule is:

| June 1, 2017 at 11:00 am ET               | Contest Opens; Entry Period Begins                    |
|---|---|
| June 22, 2017 at 11:00 am ET              | Deadline for Submission of Entries; Entry Period Ends |
| June 23, 2016                             | Selection of Finalists                                |
| June 29, 2016 at 11:00 am ET              | Deadline of Required Finalist Materials               |
| June 30, 2017 at 11:00 am ET              | Voting Period Begins                                  |
| July 31, 2017 at 11:00 am ET              | Voting Period Ends                                    |
| August 7, 2016 at 11:00 am ET (Tentative) | Announcement of Prize Winners                         |

## 6. How to Play / Description of Contest:

# a. Entry.

To enter the Contest, an Entrant must submit an original dog-training, youth-education, hunting, or wildlife habitat photo through one of the following options:

- 1. Enter through the SportDOG Facebook page on the "#C4C2017 Contest" tab;
- 2. Post an image on Twitter including the hashtag "#C4C2017" as well as the tag "@SportDOGBrand" and provide the name of the conservation group to which you belong within the post;
- Post an image on Instagram including the hashtag "#C4C2017" as well as the tag "@SportDOGBrand" and provide the name of the conservation group to which you belong within the post; or
- 4. Enter through the SportDOG website at http://www.sportdog.com/companions-for-conservation/enter.

Each Entrant represents and warrants to Sponsor that the photo submitted in their Entry:

- (i) is original and was lawfully produced by the Entrant;
- (ii) does not infringe upon the intellectual property rights or privacy rights of any third party;
- (iii) has not been entered in any other contests or won any awards; and

# (iv) is suitable for public viewing.

Only one entry allowed per person. All Entries must be received by the Sponsor on or before 11:00 am ET on June 22, 2017. No Entry may be modified, supplemented or edited after it is posted. Each Entry must comply with these Official Contest Rules and the terms of use and conditions for posting content on Facebook, Instagram and Twitter, as applicable. Any Entry that is obscene, offensive, illegible, inaccurate, incomplete, 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 any technical problems with Facebook, Instagram or Twitter. The Entrant is solely responsible for its Entry and 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. Any Entry that is not submitted in a manner that is visible to the Sponsor will not be received by the Sponsor. 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 Entry that is incomplete or that does not comply with these Official Contest Rules. Any Entry that is incomplete or does not comply with these Official Contest Rules may be disqualified.

#### b. Finalist Selection.

A panel of judges selected by the Sponsor will review and score (out of a possible 100 points) each eligible Entry received by Sponsor by the end of the Entry Period based on the following criteria:

- (i) creativity (30 points);
- (ii) relevancy to Contest (30 points); and
- (iii) overall impact (40 points).

The nine (9) Entrants receiving the highest total scores will become the nine (9) "Finalists." Sponsor will select the Finalists on or before June 23, 2017 and will notify each Finalist by direct message via the Entrant's submission platform or by e-mail, at the discretion of Sponsor, within 48 hours of the Finalist selection. If a Finalist fails to comply with these Official Contest Rules or is ineligible to receive a Prize, another Finalist will not be chosen and the three Prize Winners will be determined from the remaining Finalists in accordance with these Official Contest Rules. Sponsor shall not be responsible or liable for any failure to contact a Finalist who provides incorrect or incomplete contact information or who does not respond. All Finalists will be required to submit valid identification, confirmation of their eligibility, and such other documentation as may be required by Sponsor, and all such items must be received by Sponsor before 11:00 am ET on June 27, 2017. Each Finalist 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 Finalist or acknowledge the receipt of any required items. Sponsor has no obligation to advise Finalist of an incomplete submission of required items, and any submission that is incomplete will be disqualified.

# c. Voting.

Voting will begin on June 30, 2017 at 11:00 am ET and end on July 31, 2017 at 11:00 am ET (the "Voting Period") at the Sponsor's contest webpage. Each Voter (hereinafter defined) may only vote one time each day for one Finalist in each Prize category during the Voting Period. A "day" is defined as a 24 hour interval between 12:00:00 am ET and 11:59:59 am ET. Any Voter who attempts to vote multiple times with multiple identities or who uses any device, false identity or artifice to vote multiple times in violation of these Official Contest Rules will be disqualified from the Contest and their votes will be removed. Proxy voting is prohibited. A Finalist may encourage family and friends to vote for his or her Entry, but a Finalist may not attempt to induce others to vote for his or her Entry through the use of any incentive, sweepstakes or other promotion. To be eligible to vote, a person must be an Entrant or a legal resident of the United States, who has reached the age of majority at the time of their vote (each, a "Voter"). By voting in this Contest, all Voters agree to be bound by these Official Contest Rules.

# d. Award of Prizes.

The Finalist that receives the highest number of votes during the Voting Period and complies with the Official Contest Rules will be declared the Grand Prize Winner. The Finalists receiving the 2<sup>nd</sup> and 3<sup>rd</sup> highest number of votes during the Voting Period and complying with the Official Contest Rules will be declared the First and Second Runner-up Prize Winners respectively. All Prizes Winners will be announced by Sponsor on August 7, 2017, or on such later date as may be announced by Sponsor. The Prizes will be awarded within twelve (12) weeks of the announcement of the Winners following the Sponsor's verification of each Winner's eligibility and compliance with the terms of these Official Contest Rules. All Prize Winners will be required to complete, sign and return to Sponsor an Affidavit of Eligibility and Liability Release and such other documents as Sponsor may reasonably require. The Sponsor's decision regarding the selection of Winners and all other aspects of the Contest shall be final and binding in all respects. The care and well-being of each dog is of utmost importance to Sponsor, and Sponsor reserves the right to decline to award a dog to a Prize Winner for any reason. The Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Contest Rules or in other materials related to the Contest.

## 7. 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, voice, photograph and/or likeness, city/state of residence and Entry 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. Each Entrant waives any intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the Sponsor's use of any element of the Entry, and agrees not to sue or assert any claim against the Sponsor for the use of any element of the Entry or Entrant's likeness or statements. Entrant further grants all end users of Sponsor's website (a) the ability to rate, vote, review, comment on and tag the Entry; and (b) the ability to send and distribute the Entry via e-mail, instant messenger and via social media or other electronic means.

Entrant agrees to indemnify and hold Sponsor and the Sponsor Affiliates, and their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "Indemnitees"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Indemnitees due to or arising out of the use of any element of Entrant's Entry, or the Entrant's conduct in submitting an Entry or creating a photo or otherwise in connection with this Contest, including but not limited to claims for trademark infringement, copyright infringement, violation of an individual's right of publicity or right of privacy, or defamation. Entrant further agrees to release Sponsor from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringes on Entrant's rights with regard to any elements or ideas contained in any element of the Entry.

## 8. Privacy:

Personally identifiable information on individual Entrants and Voters will not be sold or otherwise transferred to unaffiliated third parties but may be used by the Sponsor to contact Entrants or Voters in the future with offers and announcements that the Sponsor feel may be of interest. By submitting an Entry or Voting in this Contest, each Entrant and Voter agrees to Sponsor's use of the participant's personal information as described in the Sponsor's Privacy Policy, located at <a href="http://www.sportdog.com/privacy">http://www.sportdog.com/privacy</a>. If an Entrant or Voter does not wish to be contacted by the Sponsor, the Entrant or Voter should opt-out of such contact by sending written notice to: Opt-Out SportDOG Marketing, 10427 PetSafe Way, Knoxville, TN 37932.

## 9. Limitation of Liability:

THE SPONSOR AND THE SPONSOR AFFILIATES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS AND AFFILIATES, INCLUDING WITHOUT LIMITATION THE SPORTDOG BRAND SENIOR PROSTAFF MEMBER (CHRIS AKIN OF WEBB FOOTED KENNEL), EXPRESSLY DISCLAIM AND SHALL HAVE NO LIABILITY AND WILL BE HELD HARMLESS FROM AND AGAINST ANY LIABILITY, LOSS, INJURY OR DEATH TO ANY ENTRANT, VOTER 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), SUCH PARTY'S PARTICIPATION OR ATTEMPT TO PARTICIPATE IN THIS CONTEST OR ABILITY OR INABILITY TO UPLOAD OR DOWNLOAD ANY INFORMATION IN CONNECTION WITH PARTICIPATING IN THE CONTEST OR ANY FRAUD, VIRUSES OR OTHER EVENTS THAT COMPROMISE THE INTEGRITY OF THE CONTEST. EACH ENTRANT, VOTER AND OTHER PARTY FURTHER ACKNOWLEDGES THAT NEITHER THE SPONSOR OR SPONSOR'S AFFILIATES, NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, INCLUDING WITHOUT LIMITATION THE SPORTDOG BRAND SENIOR PROSTAFF MEMBER, 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. USE OF THE CONTEST WEB SITE, FACEBOOK, INSTAGRAM OR TWITTER IS AT EACH USER'S OWN RISK.

EACH ENTRANT, VOTER AND OTHER PARTICIPANT IN THIS CONTEST AGREES TO INDEMNIFY, RELEASE AND HOLD SPONSOR AND SPONSOR'S AFFILIATES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS AND AFFILIATES, INCLUDING BUT NOT LIMITED TO FACEBOOK, INSTAGRAM, TWITTER, AND THE SPORTDOG BRAND SENIOR PROSTAFF MEMBERS (COLLECTIVELY, "INDEMNITEES"), HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, COSTS (INCLUDING ATTORNEY'S FEES) AND LIABILITIES (INCLUDING SETTLEMENTS) DUE TO OR ARISING OUT OF OR IN ANY WAY RELATED TO THEIR PARTICIPATION IN THIS CONTEST OR THEIR ACCEPTANCE OR USE OF ANY PRIZE.

#### 10. General:

- a) Taxes, if any, are the sole responsibility of each Prize Winner. The Grand Prize is valued at \$10,000. Each Runner-up Prize is valued less than \$1,000.
- b) No substitution or transfer of a Prize is permitted. Prizes are non-transferable. If a Prize Winner is unable to care for or maintain ownership of the Prize, the Prize Winner will contact Sponsor to arrange for the Prize to be returned. If a Prize Winner is found to have violated any state, federal, or local laws regarding the ownership and care of a Prize, the Sponsor, in its sole direction, will have the right to require the Prize Winner to return the Prize to the Sponsor and to forfeit any and all rights to the Prize.
- C) ANY ATTEMPT BY AN ENTRANT OR VOTER OR ANY PERSON 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 SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH ENTRANT, VOTER OR PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- d) 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 in any way, for any reason, including if Sponsor determines, in its sole discretion, that the Contest is 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. Further, Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest; (b) violating the Official Rules; or (c) acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person. All participating parties agree that the Sponsor has the sole right to decide all matters and disputes arising from this Contest and that all decisions of Sponsor are final and binding.
- e) 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. Any action arising out of the Contest 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 Contest Rules and the Contest.

- f) Reasonable accommodations will be made for any person that is unable to participate in the Contest in the manner described herein but otherwise meets the Contest eligibility requirements. Such persons should contact the Sponsor by mail or phone or send an email to bstarr@sportdog.com to inquire about alternate methods of participating in the Contest.
- g) This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or Twitter.

# 11. Winners List:

Winner names will be posted on the Sponsor's website upon announcement. Alternatively, to receive the names of the official Prize Winners, send a self-addressed stamped envelope to SportDOG Companions for Conservation Contest Winners, 10427 PetSafe Way, Knoxville, TN 37932 no later than September 30, 2017.

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