

Date: July 9, 2025 Client: PEP/Hills

Contest: The Association's Wagsies Video Awards sponsored by Hill's Pet Nutrition

Subject: Official Rules – Draft 5

Full Legal Disclosures:

NO PURCHASE NECESSARY. Open to animal shelters, welfare and humane organizations that operate in the U.S./D.C. & Canada (excluding Quebec) that are represented by a legal resident of the U.S./D.C. or Canada (excluding Quebec) who is the age of majority in their state/jurisdiction/province of residence or older as of date of entry. Void outside the U.S./D.C./CAN, in Quebec and where prohibited. The Association's Wagsies Video Awards sponsored by Hill's Pet Nutrition begins at 12:00 a.m. ET on 7/14/25 & ends at 11:59 p.m. ET on 7/27/25. 1 Grand Prize available to be won valued at USD \$20,150. 1 First Prize available to be won valued at USD \$5,150. 1 Professional's Choice Prize available to be won valued at USD \$10,150 and 5 Category Prizes available to be won valued at USD \$150 ea. Sponsored by Hills Pet Nutrition, Inc. For Official Rules, visit https://theaawa.org/wagsies.

Social Media Legal Disclosures:

No pur. nec. 50 US/DC/CA (excluding QC) age of majority+. Ends 7/27. For rules and full eligibility:

https://theaawa.org/wagsies

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.

- 1. **CONTEST PERIOD:** The Association's Wagsies Video Awards sponsored by Hill's Pet Nutrition (the "Contest") starts at 12:00 a.m. Eastern Time ("ET") on July 14, 2025 & ends at 11:59 p.m. ET on July 27, 2025 (the "Contest Period").
- 2. ELIGIBILITY: Contest is open to animal shelters, welfare and humane organizations that operate in the 50 U.S. states/D.C. and Canada (excluding Quebec) (each an "Organization") and that are represented by a legal resident of the U.S./D.C. or Canada (excluding Quebec) who is the age of majority in their state//jurisdiction/province of residence or older as of date of entry ("Entrant"). Entrant must be a representative and have permission to enter on behalf of the Organization they are entering for. Employees of Hills Pet Nutrition, Inc. (the "Sponsor"), and its parents, subsidiaries, divisions, affiliates, employees, directors, shareholders, suppliers, distributors and advertising, promotional and judging agencies, including Don Jagoda Associates, Inc. ("Administrator"), (collectively with Sponsor and Administrator, "Indemnitees"), and their immediate family members (spouses, parents, children, and siblings and their spouses) and household members of each (whether related or not) are not eligible to participate or win. Void outside the 50 U.S./D.C. and Canada, in Quebec and where prohibited by law. All federal, state, provincial/territorial and local laws and regulations apply.
- 3. **HOW TO ENTER:** During the Contest Period, as an eligible Entrant, visit https://theaawa.org/wagsies (the "**Website**") and complete the on-screen registration form, including uploading your video and selecting which category you would like it to be entered for ("**Entry**"). The categories to enter for are as follows: Best Adoption Story (the story of a shelter animal adopted from the Organization); Best Emotional Story (a powerful, moving story about the Organization or an/the animal[s] in the Organization's care); Best Shelter Brand Awareness (a video that brings to life the Organization's mission); Funniest Video (a funny video about a shelter animal or the Organization); or Best Public Service Announcement (a video promoting the Organization's programs, activities, or services for the public



interest). Entries for the categories: Best Adoption Story; Best Emotional Story; Best Public Service Announcement; and Funniest Video can be up to 90 seconds maximum. Entries for the Best Shelter Brand Awareness category can be up to 3 minutes maximum. Your Entry must comply with the following guidelines to be eligible:

- Your Entry must be original to you and grant Sponsor the License described below. Any other person featured in the Entry must have given permission to be featured (or parent/legal guardian of any minor person featured).
- Your Entry must be in English. Entries must be in mov or mp4 format, must be at least 720 x 480 pixels large and have a file size of less than 10 GB. Videos must have been created between and including June 14, 2024 and July 27, 2025.
- Your Entry must not include any representation of celebrities, athletes, musicians, or any other public or private figure, include any anti-social, political or religious groups, any commercial solicitation or promotional materials and your Entry must not include your or any other person's/companies' full name, address, phone number, or URL address. Entry must not contain advertisements, personal solicitations or commercial solicitations.
- Your Entry must not feature or mention beer, distilled spirits (i.e., hard liquors, malt beverages), tobacco products (including cigarettes, cigars, pipe tobacco, chewing tobacco and snuff), fireworks, firearms and ammunitions, prescription drugs, illegal drugs and related drug paraphernalia, nutritional supplements, lotteries and gambling.
- Your Entry must not have been submitted previously in a promotion or contest of any kind or previously exhibited or displayed publicly (i.e., disclosed beyond your circle of friends and family through your social networking sites) through any means.
- Your Entry must not contain content that is false, inaccurate or misleading.
- Entry must not contain material that is inappropriate, unsuitable, indecent, profane, obscene, hateful, tortuous, defamatory, slanderous or libelous (including but not limited to words or symbols that may be considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group).
- Your Entry must not contain material, words or symbols that promote bigotry, racism, hatred or harm against any group or individual or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Your Entry must not contain material that is, in Sponsor's sole discretion, obscene, profane, lewd, defamatory, contains any third-party materials, other than Sponsor, or otherwise violates or infringes (or may infringe) any copyright, trademark, logo, mark that identifies a brand or other proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity or make reference to any commercial/corporate advertising (including but not limited to, corporate logos, brand names, slogans, political, or religious statements), or is otherwise objectionable.
- Entrants and all submitted Entries must be in keeping with Sponsor's image/Sponsor's brand image as determined by Sponsor/Administrator, in their sole discretion. The Entry must not disparage Sponsor, persons or organizations associated with Sponsor, or any other person or entity.
- Entries must not reference any of Sponsor's competitors or any other third party.

Any Entry that violates any of the guidelines above or that is deemed inappropriate or containing unsuitable material, in Sponsor's sole discretion, may be disqualified.

Limit one (1) Entry per Organization per category during the Contest Period. By submitting an Entry, you represent that you are a legal resident of the 50 U.S., D.C. or Canada (excluding Quebec), who is the age of majority or older in your state/jurisdiction/province of residence or older as of the date of Entry, and are a representative with permission to enter on behalf of the Organization you are entering for.

Standard data fees/rates may apply. See your wireless provider for pricing plan details. Entries generated by script, macro or other automated means and entries by any means which subvert the entry process are void. All Entries become the sole property of the Sponsor and will not be returned.



4. GRANT OF RIGHTS: Once submitted, Entries cannot be modified by Entrant. By submitting an Entry, each Entrant gives permission (and warrants and represents that he/she has obtained all rights necessary from third parties to give such permission and grant the license herein described) to Sponsor, and each of their respective licensees, sublicensees, successors, and assigns (collectively, the "Rights Holders"), the exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, sublicensable right and license (including but not limited to, all intellectual property and proprietary rights including without limitation patents, trademarks, and copyrights) to use, perform, exhibit, edit, adapt, reproduce, replicate, manufacture, construct, tailor, distribute, sell, offer to sell, import and/or otherwise exploit the Entry, and the Entrant's likeness (both as depicted in the Entry and otherwise), name, voice and biographical information (including, but not limited to, city and state of residence), in any manner and in any and all distribution channels, venues, formats and media now or later known or developed (collectively, the "License") without compensation (where permitted by law) and without review, approval or notice, to the extent permitted by law. The rights granted pursuant to the License shall also include, without limitation, the right to: (a) change, alter, distort, edit or revise the Entry, or any part thereof; and (b) make derivative works based on the Entry, or any part thereof. Entrant agrees to sign or cause the Organization to sign any documents required by Sponsor upon request (and without compensation) to confirm such License. Sponsor is not obligated to exercise any of the rights granted in these Official Rules. Entrant further agrees that (x) Sponsor does not owe him/her a duty of confidence (or fiduciary duty or the like) and that he/she has no expectation of privacy as to his/her Entry and (y) Sponsor has wide access to ideas, stories, designs and other literary/artistic materials submitted to it from outside sources or being developed by its own employees and that such ideas/stories/designs/literary/artistic materials may be competitive with, similar to (or even identical to) his/her Entry and that Sponsor shall have no liability to Entrant or any third party in conjunction therewith.

Sponsor grants to each qualified Entrant a limited, non-transferable, non-exclusive, non-sublicensable, revocable right to use its and/or its licensor's trademarks solely for purposes of and limited to their Entry submitted in this Contest; such right and License will automatically expire without further act of any party at the expiration of the Contest Period, unless specifically extended on an individual basis by Sponsor in writing in its sole discretion. Any other use of Sponsor's and/or its licensors' trademarks will be a violation of Sponsor's or its applicable licensors' intellectual property rights.

- 5. **PRIVACY:** Sponsor will be collecting personal data about Entrants, in accordance with its privacy policy. Please review the Sponsor's U.S. privacy policy at https://www.colgatepalmolive.com/en-us/legal-privacy-policy and the CAN privacy policy at https://www.colgatepalmolive.ca/en-ca/legal-privacy-policy. By participating in the Contest, Entrants acknowledge that they have read and accepted Sponsor's applicable privacy policy and agree to Sponsor's collection and usage of their personal information in accordance with its privacy policy. Canadian Entrants' information will be transferred to the U.S.
- 6. **JUDGING TO DETERMINE CATEGORY PRIZE WINNERS AND THE PROFESSIONAL'S CHOICE WINNER:** Each submitted Entry will be judged immediately following the Contest Period by a panel of Sponsor-selected judges to determine the one (1) Category Prize winner of each category (Best Adoption Story, Best Emotional Story, Best Shelter Brand Awareness, Funniest Video and Best Public Service Announcement) based on the following judging criteria:
 - a. Best Adoption Story: The adoption story of a shelter animal in the care of your animal welfare or humane Organization: uniqueness of the Entry (25%), whether the Entry encourages action (25%), whether the Entry tells a compelling story (25%), and whether the Entry would positively impact the shelter community/animal welfare (25%).
 - b. Best Emotional Story: An emotional/moving/powerful/heartwarming story about your animal welfare or humane Organization or the/animal(s) in your care: uniqueness of the Entry (25%), whether the Entry encourages action (25%), whether the Entry tells a compelling story (25%), and whether the Entry would positively impact the shelter community/animal welfare (25%).



- c. Best Shelter Awareness: A marketing, promotional and storytelling video created by the animal welfare or humane Organization to help pets in need: does the Entry connect with the audience (25%); does the Entry educate the audience effectively (25%); whether the Entry tells a compelling story (25%), and whether the Entry would positively highlight the work the Organization is doing in the community (25%).
- d. Funniest Video: A funny video about a shelter animal or your animal welfare or humane Organization: uniqueness of the Entry (45%); whether the Entry would positively impact the shelter community/animal welfare (45%) and humor (10%).
- e. PSA: A video promoting your Organization's programs, activities, or services for the public interest: uniqueness of the Entry (25%); does the Entry educate the audience effectively (25%); does the entry encourage action (25%), and whether the Entry would positively impact the shelter community/animal welfare (25%).

In the event of a tie in any category, the Entry selected by the Sponsor's U.S. Brand Manager, based on an equal weighting of the above judging criteria, will be deemed the winner. The Entry that receives the highest score based on the judging criteria determined for its category (as described above) overall will be determined as the Professional's Choice winner, subject to verification. In the event of a tie, the Sponsor's U.S. Brand Manager will re-judge the tied Entries and, based on an equal weighting of the judging criteria based on the category f the tied Entrants, the Entry that receives the highest score will be deemed the Professional's Choice winner. The Professional's Choice winner is still eligible to win the Grand or First Prize during the Voting Period, as described below.

- 7. CATEGORY/PROFESSIONAL'S CHOICE WINNER NOTIFICATION: The one (1) potential Category Prize winner for each category described above and the Professional's Choice winner will be contacted via email by the Administrator and will be required to sign and return, via email, a Declaration of Eligibility & Liability Release, and where legal, a Publicity Release and Assignment of Rights within two (2) days of notification. If notification is not completed and returned within two (2) days or is returned as undeliverable or potential Category Prize winner/Professional's Choice winner is not eligible, an alternate will be determined (as stated above). Grand Prize and First Prize winners may be required to complete additional paperwork, if requested.
- 8. VOTING/GRAND & FIRST PRIZE WINNER DETERMINATION: Sponsor will post the five (5) Category Prize winners' Entries (once they have been verified) to the Website and voters (who are legal residents of 50 US/DC/CA, excluding Quebec, age of majority+) will have the opportunity to vote for their favorite Entry from 12:00 a.m. ET on September 8, 2025 through 11:59 p.m. ET on September 21, 2025 ("Voting Period"). Eligible voters may vote one (1) time per day during the Voting Period. The Entry that receives the greatest number of valid votes by the end of the Voting Period will be determined the Grand Prize winner and the Entry that receives the second greatest number of valid votes by the end of the Voting Period will be determined the First Prize winner, subject to verification. In the event of a tie between two or more Entries, the Entry selected by the Sponsor's U.S. Brand Manager will be deemed the winning Entry. Please Note: Any attempt to use multiple accounts or other tactics to vote more than the stated limit may result in disqualification and all associated Entries and/or votes will be void. Entries or votes generated by script, macro, bot, commercial Contest subscription, vote-swapping sites, voting software, entering service sites or any other automated means and Entries or votes by any means that subvert the Entry/voting process or do not conform to the spirit of these Official Rules will void the Entry/votes and may disqualify the Entrant. Entrants are prohibited from obtaining votes, and voters are prohibited from soliciting votes on behalf of Entrants, by any fraudulent or inappropriate means, including, without limitation, offering prizes, payments or other inducements to members of the public (including, without limitation, offering to trade votes), as determined by Sponsor in its sole discretion, and all associated votes may be void and such Entrants disqualified.
- 9. **PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"): Grand Prize (1):** USD \$20,000, awarded as a check and a trophy. The ARV of the Grand Prize is USD \$20,150. **First Prize (1):** USD \$5,000, awarded as a check and a trophy. The ARV of the First Prize is USD \$5,150. **Professional's Choice Prize (1):** USD \$10,000, awarded as a check and a trophy.



The ARV of the Professional's Choice Prize is USD \$10,150. Category Prizes (5-1 per category): A trophy. The ARV of each Category Prize is \$150. Prizes will be awarded to the Organizations associated with winning Entrants. All taxes related to the prizes are the sole responsibility of the Organization. No transfer or substitution will be permitted, except at the sole discretion of the Sponsor. Acceptance of prize constitutes permission for the Sponsor and its agencies to use winners' names (and winning Entrants' names) and/or likenesses for purposes of advertising and trade without further compensation, unless prohibited by law.

10. LIMITATIONS OF LIABILITY; RELEASE: Indemnitees and the Released Parties (as described below) are not responsible for late, incomplete, misdirected, inaccessible Entries, Internet connections or email; or for any computer, telephone, wireless, satellite, cable, network, electronic, Internet or phone hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/website/use net/accessibility, availability, or traffic congestion, Internet contact, or any technical error, or program errors or malfunctions or unauthorized human intervention, or the incorrect or inaccurate capture of Entry or other information, or the failure to capture, or loss of, any such information, or for any human error, technical error or other error of any kind in connection with the offering or operation of the Contest. The Indemnitees and the Released Parties are not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Contest and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website (or any other website). If for any reason the Contest is not capable of running as planned (in whole or in part), as solely determined by Sponsor, including but not limited to by infection by computer virus, bugs, tampering, unauthorized intervention, fraud or technical failures that can corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest (in whole or in part). In such event, Sponsor shall judge the Entries received prior to cancellation based on the judging criteria applicable per category above and (if voting is also cancelled), award the prizes in a manner which is fair, appropriate and consistent with the spirit of these Official Rules, as determined by Sponsor in its sole discretion. The right is reserved by Sponsor to disqualify any individual found, at its sole discretion, to be tampering with the entry process or the operation of the Contest or website, to be acting in violation of the Official Rules, or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Indemnitees and the Released Parties are not responsible for any injury or damage to Entrant's or any other person's computer/mobile phone or device related to or resulting from participation in or downloading (or uploading) any materials from this Contest. Entrants further agree not to knowingly damage or cause interruption of the Contest and/or prevent others from participating in the Contest. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE OR AN INDIVIDUAL OTHERWISE ATTEMPTS TO DEFRAUD SPONSOR, SPONSOR MAY DISQUALIFY ANY ENTRANT MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW. By submitting an Entry, to the fullest extent permitted by applicable law, each Entrant releases and agrees to hold harmless each of the Indemnitees and all other companies involved in the development, operation or marketing of the Contest or the provision of any prize or any component of any prize, and the successors and assigns of each of the foregoing, and each of their respective the directors, officers, employees, shareholders, members, successors, assigns and agents of each of the foregoing (the "Released Parties") from and against any and all claims, causes of action and liabilities of any kind that the Entrant ever had, now has or might in the future have arising out of or relating to the Contest, participation in the Contest, the acceptance, receipt or use of prizes or any component thereof and/or any use of the Entrant's/Organization's name, likeness, voice and/or biographical information, any statement attributed to the Entrant/Organization and/or any Entry or any component thereof, including without limitation any and all claims, causes of action and liabilities, including those (a) relating to any personal injury, death or property damage or loss sustained by any Entrant or any other person, (b) based upon any allegation of violation of the right of privacy or



publicity, copyright infringement, misappropriation, defamation or violation of any other personal or proprietary right or (c) or based upon any allegation of a violation of any law, rule or regulation relating to personal information or data security. Each Entrant agrees not to assert any such claim or cause of action against any of the Released Parties.

11. **ADDITIONAL CONDITIONS:** By participating, Entrants agree to be bound by and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. By participating in this Contest, Entrant agrees to release and hold harmless Indemnitees and the Released Parties from any and all actions, claims, injury, loss or damage (whether due to negligence or otherwise) to person(s), including death, and property or breach or failure or any representation of warranty arising in any manner, directly or indirectly, from participation in this Contest and/or from the acceptance, misuse or use of a prize.

SPONSOR MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF THE PRIZES, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 12. **DISPUTES:** The Contest and the Official Rules shall be exclusively governed by and construed in accordance with the laws of the State of Kansas in the United States, without regard to conflicts of law provisions. Entrants submit to exclusive personal jurisdiction in Kansas in the United States and agree that any dispute shall be brought in the state courts located in Johnson County Kansas or federal courts located in Kansas City, Kansas, USA. You agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with the Contest or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Kansas in the United States; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorney's fees; and (c) notwithstanding the foregoing, you waive the right to claim any damages, whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages.
- 13. **SPONSOR/ADMINISTRATOR:** The Sponsor of the Contest is Hill's Pet Nutrition, Inc., P.O. Box 148, Topeka, KS 66601 USA. The Administrator of the Contest is Don Jagoda Associates, Inc., 100 Marcus Drive, Melville, New York 11747 USA.
- 14. **WINNERS:** For the winners list, available after November 30, 2025 for a period of at least 30 days, send a stamped, self-addressed envelope (or for Canadian requests, send a 3" x 5" paper with your name and complete address) to: The Association's Wagsies Video Awards sponsored by Hill's Pet Nutrition Winners, Dept. EH, P.O. Box 7760, Melville, NY 11775-7760 USA.