

**PETCO
HALLOWEEN "MAKE A SCENE" PHOTO CONTEST
OFFICIAL RULES**

OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES
OR THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER.

NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **ELIGIBILITY:** Open only to legal residents of the 50 United States and the District of Columbia who are 18 years of age or older at time of entry. Employees of Petco Animal Supplies, Inc., (the "Sponsor"), their respective parents, affiliates, subsidiaries, advertising and promotion agencies, and webmasters/suppliers and members of the immediate families and persons living in the same household (whether related or not) of such employees are not eligible to enter or win. Void where prohibited.
2. **ENTRY PERIOD/PROGRAM DESCRIPTION:** The Petco Halloween "Make a Scene" Photo Contest ("Promotion" or "Contest") begins at 12:00 am Pacific Time ("PT") on October 1, 2016 and ends at 11:59 pm PT on October 26, 2016 ("Entry Period"). Entrants are to post to Instagram a photo of their costumed pet(s) in a "scene" that matches their pet(s) costume(s) and tag it #HalloweenTogetherContest.
3. **HOW TO ENTER:**
 - 1) Follow @petco on Instagram.
 - 2) Take a photo of your costumed pet(s) in a "scene" that matches your pet(s) costume(s).
 - 3) Be sure your "Photos Are Private" option in your Instagram account settings is set to "OFF".
 - 4) Upload your photo to Instagram and tag it with #HalloweenTogetherContest.

Doing so will earn you one entry into the Contest. You may enter as often as you wish, but each photo must be different. Photos must be uploaded in accordance with the Instagram Terms of Use (<http://instagram.com/about/legal/terms/>). All entries must be received by 11:59 pm PT on October 27, 2015.

Only photos uploaded during the Entry Period will be considered valid entries. Adding the hashtag to photos uploaded prior to the Entry Period will not be eligible for participation in this Contest.

Entries must consist of a photo, not a video. Video entries are not eligible. Entries become the property of Sponsor and will not be acknowledged or returned. Use of any automated system to enter as determined by Sponsor in its sole judgment is prohibited and will result in disqualification at Sponsor's sole discretion. Normal Internet access and usage charges imposed by your online service will apply. If you post updates to or receive updates from your wireless phone, such activity will be subject to the charges pursuant to your wireless service provider's rate plan. You further understand that by participating in the Contest via mobile phone, if you are a potential winner, the Sponsor may contact you via mobile phone, which will be subject to the charges pursuant to your wireless service provider's rate plan. Please consult your wireless service provider for more information. All terms and conditions of Instagram apply. Multiple entrants are not permitted to share the same accounts. In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the natural person who is the "authorized account holder" assigned to the account in question. It is your sole responsibility to notify the Sponsor in writing if you change your account(s).

By submitting an Entry, you represent and warrant that (a) you are the creator of the Entry, (b) the Entry is wholly original, (c) the Entry does not infringe the privacy or publicity rights or any other legal or moral rights of any third party, (d) the Entry has not previously been entered in any other Contest, (e) the Entry has not been previously published in any medium, and (f) you own all rights to your Entry. You further represent and warrant that you have obtained written permission from each person whose name, image or likeness ("Likeness") is included in the Entry, that such person(s) have granted you all necessary rights to use the Likeness as described in these rules, and that you can and will give written copies of such permissions to the Sponsor upon request. If your Entry includes the Likeness of a person who is under the age of 18 or under the age of majority in his/her jurisdiction of residence, whichever is greater (a "Minor"), such grant of rights must include written permission from the Minor's parent or legal guardian, authorizing the use of the Minor's Likeness on behalf of the Minor. Further, if the submitted photo was taken by anyone other than you, you represent and warrant that such person(s) have granted you all rights to the photo, and that you can and will give written copies of such permissions to the Sponsor upon request. Once submitted, an entry may not be changed, altered, modified or deleted. By submitting an Entry, you grant Sponsor and its affiliated companies, and their agents, licensees and assigns the unconditional and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use the Entry or part thereof (with or without using your name) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, royalty, or approval from you or any other party. You agree that, upon request by the Sponsor, you will sign copyright assignments as necessary to assign any and all rights to the photo to Sponsor. By submitting an

Entry, you further agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Releasees (as defined below), or any other person or entity, on the grounds that any use of the Entry, or any derivative works, infringes any of your rights, including, without limitation, copyrights and moral rights. You further acknowledge that Sponsor, its affiliated companies, and their agents, licensees and assigns is in no way obligated to broadcast, publish or use your Entry in any way. Nothing herein shall constitute an employment, joint venture, or partnership relationship between you and the Sponsor or any other Releasees. In no way are you to be construed as the agent or to be acting as the agent of the Sponsor or any other Releasees.

Entries will be reviewed by Sponsor for compliance with the entry parameters set forth, and if accepted, may be re-posted by Sponsor. Sponsor reserves the right in its sole discretion to decide if any entry is appropriate for posting or publication and may disqualify any entry at any time in the event it is determined, in the Sponsor's sole discretion that the entry is not appropriate, or, that the contestant has not complied with these Official Rules.

4. **JUDGING:** Entries will be judged by a panel of judges selected by Sponsor to select five winners. Entries will be judged according to the following criteria: a) Creativity, b) Originality, c) Appeal, and d) How well the entry represents the Petco Halloween "Make a Scene" theme. In the event of a tie, the tie will be broken based on the highest Appeal score. The judges' decisions are final and binding. Sponsor reserves the right in its sole discretion not to award a prize if no eligible entries of sufficient quality are received.

5. **PRIZES:** The following prizes will be awarded:
 - (1) Grand Prize will be awarded to the highest overall scoring entry: \$10,000 to be awarded in the form of a check made out to the winner.
 - (1) Second Prize will be awarded to the next highest overall scoring entry: \$3,000 to be awarded in the form of a check made out to the winner.
 - (1) Third Prize will be awarded to the next highest overall scoring entry: \$1,000 to be awarded in the form of a check made out to the winner.
 - (1) Fourth Prize will be awarded to the next highest overall scoring entry: \$500 to be awarded in the form of a check made out to the winner.
 - (1) Fifth Prize will be awarded to the next highest overall scoring entry: \$500 to be awarded in the form of a check made out to the winner.

6. **WINNER NOTIFICATION:** Winners will be contacted through Instagram comment from Petco. To claim prize, each winner will be required to respond to Sponsor's notification within twenty four (24) hours after transmission of the aforementioned message and provide his/her full name, email address, physical mailing address, date of birth, and phone number. Subsequently, each winner will receive additional prize claim instructions by mail and/or email from Promotion Mechanics, Inc., and may be required to complete, sign and return an Affidavit or Declaration of Eligibility/Liability Release, and, where lawful, a Publicity Release. All requested documents must be returned to Sponsor within time period specified at time of prize notification. Prizes are not transferable or refundable and must be accepted as awarded. No other substitutions may be made, except by the Sponsor, who reserves the right to substitute a prize (or component thereof) with another prize (or component thereof) of equal or greater value if the prize is not available for any reason as determined by the Sponsor in its sole discretion. Winners are solely responsible for all applicable federal, state, and local taxes and for any expenses, costs or fees associated with acceptance and/or use of prizes not specified by Sponsor as being included. At the sole discretion of the Sponsor, disqualification, prize forfeiture and the selection of an alternate winner may result from any of the following: **(a)** a potential winner's failure to respond to initial notification within twenty-four (24) hours after its transmission; **(b)** the failure of notification due to deactivation of the potential winner's account(s) prior to receipt of notification; **(c)** potential winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; **(d)** potential winner's failure to complete and return required documents by the date specified in winner's notification; and **(e)** any other non-compliance with these Official Rules.

7. **CONDUCT:** By entering the Contest, Entrants agree to comply with and be bound by these Official Rules. Failure to comply with the Official Rules may result in disqualification from the Contest. Sponsor reserves the right in its sole discretion to disqualify any Entrant it finds to be: (1) tampering or attempting to tamper with the entry process or the operation of the Contest; (2) violating the Official Rules; (3) violating the terms of service, conditions of use or general rules or guidelines of any Sponsor property or service; or (4) acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person or whose acts or deeds (actual or perceived) would or might be deemed detrimental to Sponsor's reputation, as determined by Sponsor in its sole discretion. Any false information provided within the context of the Contest by any Entrant concerning identity, postal address, ownership of right or non-compliance with Official Rules may result in the immediate elimination of the Entrant from

the Contest. Sponsor further reserves the right to disqualify any entry that it believes in its sole and unfettered discretion infringes upon or violates the rights of any third party, or does not comply with the Official Rules. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, MOBILE SITE OR SERVICE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- 8. ENTRY REQUIREMENTS:** By submitting an Entry, you represent and warrant that your Entry: (a) is not violent, derogatory, obscene or offensive (as determined by Sponsor and Administrator in their sole discretion); (b) does not invade the publicity or privacy rights, defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies; (c) does not infringe any third party's intellectual property or privacy rights, or contain any personal identification, such as license plate numbers, e-mail addresses or street addresses; (d) does not contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without such person's explicit advance permission; and (e) is not in violation of any law. Sponsor's determination as to whether any Entry violates the above is final and in Sponsor's sole discretion. Entries that do not include all required information and do not adhere to the foregoing and following requirements will be considered void.
- 9. GENERAL CONDITIONS:** Limit one prize per person. This Contest is subject to all federal, state and local laws and regulations. Contest rules are subject to change without notice. Sponsor will have no liability or further obligation to a winner other than to supply the prize. In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; (b) award prize from among the eligible Entries received up to the time of the impairment; or (c) to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. If, due to a human, typographical, mechanical or other error, the number of potential winners notified is greater than the listed number of prizes, such listed number of prizes will be awarded in a random drawing from among all eligible entrants who submit a legitimate prize claim. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event that Sponsor is prevented from continuing with the Contest, or the integrity and/or feasibility of the Contest is severely undermined by any event beyond the Sponsor's control, including but not limited to fire; flood; epidemic; earthquake; explosion; labor dispute; strike; act of God; terrorist threat or activity; any federal, state, or local governmental law, order, or regulation; order of any court or jurisdiction; or other cause not reasonably within Sponsor's control (each a "Force Majeure" event), Sponsor will have the right, in its sole discretion, to abbreviate, modify, suspend, cancel, or terminate the Contest without further obligation. If Sponsor, in its sole discretion, elects to abbreviate the Contest as a result of a Force Majeure event, Sponsor reserves the right, but not the obligation, to award prize from among all the eligible entries received up to the date of such Force Majeure event. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Contest in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Contest is compromised, without liability to any Entrant.
- 10. RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Contest, Entrants agree to release and hold harmless the Sponsor, Instagram, their respective parent companies, subsidiaries, divisions, affiliates, suppliers, brokers, printers, distributors and advertising, promotional and judging agencies, and any other entities affiliated with the administration of the Contest, together with the respective officers, directors, employees, and agents of each (collectively, the "Releasees") from and against any claim or cause of action arising out of participation in the Contest or receipt or use/misuse of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors or any errors made in the advertisement of the Contest; (d) errors in the administration of the Contest or the processing of entries; (e) changes to Instagram policies and procedures that may interfere with the operation of the Contest; (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt of any prize; (g) if a winner, the use of name and/or photograph for advertising and publicity purposes without compensation (unless prohibited by law) and Entrant further agrees to execute specific consents to such use if asked to do so, and to the announcement of his or her name, city and state; and/or (h) any representation, warranty or guaranty, in whole or in part, in law or in fact, that the Releasees may have made relative to the prize or otherwise. Entrants further agree that in any cause of action, the Releasees' liability will be limited to the cost of entering and participating in the Contest, and in no event shall the Releasees be liable for attorney's fees. Entrants waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Without limiting the foregoing, the Contest, all prizes, and all materials

provided on or through any Contest-related website are provided "as is" without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

- 11. INDEMNIFICATION:** You agree to indemnify and hold the Releasees 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 Releasees due to or arising out of your Entry, or your conduct in creating an Entry or otherwise in connection with the 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.

- 12. PUBLICITY:** By submitting an Entry, you grant to Sponsor and its affiliated companies and agents, licensees and assigns, the right, except where prohibited by law, to use your name, likeness, picture, address (city and state), voice, biographical information, Entry (including the submitted photo) and written or oral statements, for advertising and promotional purposes in promoting or publicizing Sponsor, its affiliated companies, and the products or services of each, in any and all media without limitation as to time or territory, without compensation unless required by law. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your name, picture, likeness, address (city and state), biographical information, or Entry (including the submitted photo).

- 13. PRIVACY:** Information submitted in connection with the Contest will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), currently located at www.Petco.com provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail.

- 14. ARBITRATION/CHOICE OF LAW:** Except where prohibited, entrants (and entrant's parent/legal guardian if entrant is a minor) agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or any prize awarded, or the determination of the winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective, and (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages (other than for actual out-of-pocket expenses), and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and/or Releasees in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without regard for conflicts of law doctrine of any jurisdiction, and all proceedings shall take place in State of California.

- 15. WINNERS LIST:** For a list of winners, mail a self-addressed, stamped envelope to be received by 10/31/16 to:
Petco 2016 Halloween "Make a Scene" Contest Winners, PMI Station, P.O. Box, 750, Southbury, CT 06488-0750.

Sponsor: Petco Animal Supplies, Inc., 10850 Via Frontera, San Diego CA 92127.

Administrator: Promotion Mechanics, Inc., 87 South Main Street, Newtown, CT 06470.

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