BISSELL PET FOUNDATION

2017 "SUPPORT THE SHELTERS" SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR DONATION NECESSARY TO ENTER. A PURCHASE OR DONATION DOES NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.

These Official rules apply for the **"Support the Shelters"** Sweepstakes ("Sweepstakes") conducted by BISSELL Pet Foundation in conjunction with BISSELL Homecare, Inc., with offices at 2345 Walker Avenue, NW, Grand Rapids, Michigan 49544 (collectively "Sponsor") which will be promoted on bissellpetfoundation.org ("Website") and <u>www.facebook.com/bissellpetfoundation</u> and other social media and with official rules available at bissellpetfoundation.com. The Sweepstakes will start at 4:00 PM Eastern Time ("ET") on May 23, 2017 and will end at 5:00 PM Eastern Time ("ET") on August 1, 2017 ("Sweepstakes Period"). By entering this Sweepstakes, you agree to the Terms in these Official Rules.

- 1. SWEEPSTAKES ENTRANTS AND PRIZE RECIPIENTS MUST BE (i) LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA AND (II) AGED 18 YEARS OR OLDER AT THE TIME OF ENTRY TO BE ELIGIBLE. VOID WHERE PROHIBITED BY LAW. SWEEPSTAKES SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. Employees of Sponsor and their respective parent companies, subsidiaries, affiliates, divisions, and related entities (collectively, the "Released Entities"), and their immediate family members (spouses, parents, siblings, children and their spouses) regardless of where they reside and/or those living in the same household of any such individual (whether or not related) are not eligible to enter or win.
- 2. THERE ARE TWO WAYS TO ENTER: To enter Online: Step 1) visit bissellpetfoundation.org; Step 2) when prompted, answer the short survey questions and provide your name and email address to the Sponsor; Step 3) choose a Nominee from our list of Partners for Pets Shelters for whom you'd like to vote to receive \$30,000 from Sponsor. One vote is equivalent to one (1) Sweeptakes Entry. Only one entry per email address allowed for the entire Sweepstakes Period. To enter via email: During the Sweepstakes Period, email your complete name, street address, city, state, zip code and telephone number to info@bissellpetfoundation.org. Your entry constitutes your consent to participate in this Sweepstakes and your consent for Sponsor to obtain your name, address and other information for delivery of your prize, as well as for other uses by Sponsor as permitted by applicable law. Only one entry per email address allowed for the entire Sweepstakes Period. Entries are the property of Sponsor and will not be acknowledged or returned. Sponsor is not responsible for lost, late, incomplete, misaddressed, postage-due or otherwise misdirected entries that are processed late or incorrectly or lost due to computer or electronic malfunction or other error. Use of any automated device is not valid for entry. Use of or creation of multiple email addresses to gain additional entries may, in the Sponsor's sole discretion, result in disqualification of those entries. Each entrant will be charged standard carrierspecific data plan rates and applicable taxes, depending on the entrant's individual wireless pricing plan for each entry you make on your smartphone by your wireless provider. Other carrier-specific

rates, may also apply, depending on your individual wireless pricing plan, in accordance with your wireless customer agreement. All entries must be received before 5:00PM ET on August 1, 2017.

- 3. ELIGIBILITY: Award of the Grand Prize and all cash prizes is limited to eligible Partners For Pets Shelters only. All eligible shelters must be approved by BPF for the Partners For Pets program prior to the conclusion of the Sweepstakes. Each Shelter is only eligible to win one cash prize. SHELTERS IN THE STATES OF NEW YORK AND FLORIDA ARE INELIGIBLE FOR THE GRAND PRIZE. All individual winners must be 18 years or older and a resident of the United States at the time of entry.
- 4. SELECTION OF WINNERS: The Partners for Pets Shelter which receives the most nominations during the Sweepstakes Period will receive a cash prize of \$30,000. This prize award is dependent on the winning shelter agreeing to certain prize use restrictions. Nineteen (19) additional prize winners will be selected on the following schedule: one (1) winner from entrants each Friday during the Sweepstakes Period (for 10 drawings in total) chosen at random from entries to date (previous winners excluded from drawing) and 9 additional winners at the conclusion of the Sweepstakes Period in a random drawing from among all eligible entries (excluding previous winners) received during the Sweepstakes Period. The 9 individual winners selected at the end of the Sweepstakes Period will win a BISSELL product and can nominate a shelter of their choice for a cash prize. There will be a total of nineteen individual and ten shelter winners (individuals receive a product prize and shelters receive cash prizes in the amounts of two \$5,000 winners, two \$2,500 winners and five \$1,000 winners). The weekly random drawings will be conducted on May 26, 2017, June 2, 2017, June 9, 2017, June 16, 2017, June 23, 2017, June 30, 2017, July 7, 2017, July 14, 2017, July 21, 2017 and July 28, 2017 from all entries received as of 3pm ET (excluding previous winners). The final random drawing will be conducted on or about August 2, 2017 by Sponsor whose decisions on all matters relating to this sweepstakes are final and binding in all respects pertaining to this Sweepstakes. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period. Potential prize winners will be notified by email or by telephone number weekly and the potential prize winners from the final random drawing will be notified on or about August 7, 2017. If a prize winner notification is returned as undeliverable, a potential prize winner is ineligible for any reason, or a prize winner declines a prize, the prize will be awarded to an alternate winner in a random drawing from among all remaining eligible entries.
- 5. PRIZES AND THEIR APPROXIMATE RETAIL VALUE ("ARV"): There will be a total of Twenty (20) Winners (one Partners for Pets Shelter with most nominations and nineteen individuals chosen at random and nine additional shelters chosen by the individual winners). The Partners for Pets Shelter with the most nominations during the Sweepstakes Period ("Grand Prize Winner") will received a prize package of \$30,000 cash. All cash prizes are subject to restrictions on spending and may only be used for spay/neuter programs, adoption and facilities in the amounts directed by Sponsor in an award notification. The Shelters winning cash prizes will be asked to report on use of the funds within a year of receiving cash prize. The nineteen Individual Winners chosen at random will each receive a BISSELL product or products from a limited selection up to \$300 (ARV: \$300, no cash value) plus the opportunity to nominate a Partners for Pets Shelter (from the entire list of Partners for Pets Shelters) to receive a cash prize ranging from \$1,000-\$5,000 from Sponsor, as determined by Sponsor. The Total Retail Value of all Prizes is \$5,700 plus \$50,000 cash. Each prize winner will be solely responsible for all federal, state and

local taxes on prizes, as well as any and all costs associated with acceptance and use of the prize. No cash substitution, assignment or transfer of any prize permitted. The ARV of the prizes set forth above represents Sponsor's good faith determination of the retail value thereof, and the actual fair market value, as ultimately determined by Sponsor, is final and binding and cannot be challenged or appealed. In the event the stated ARV of a prize is more than the actual fair market value of the prize, the difference will not be awarded in cash or otherwise.

- 6. CLAIMING PRIZES/RELEASES: Potential Winners (including both Shelters and individuals) will be required to execute and return an Affidavit of Eligibility/Liability and Publicity Release (unless prohibited by law) to Sponsor within fourteen 14 days of notification. Each individual entrant is only eligible to receive one prize. If a potential prize winner fails to comply with the Official Rules and/or to submit required documentation within the designated period, the potential prize winner will be disqualified. In the event a prize winner is disqualified, in the case of a Partners for Pets Shelter winner, the prize will be awarded to the shelter with the second most nominations, in the case of an Individual Winner, an alternate prize winner will be chosen in a random drawing from among all eligible entries. All prizes will be awarded provided they are properly claimed. If any eligible Partners for Pets Shelter becomes ineligible for the Partners for Pets program at any time during the Sweepstakes Period or before the award is made, Sponsor reserves the right, in its sole discretion to remove the shelter from the list shelters eligible for nomination at any time. Any nomination a removed Shelter has will not be distributed to the remaining shelters.
- 7. **INTERNET:** If, for any reason this Sweepstakes is not capable of running as planned due to a an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor or the Released Entities which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor and the Released Entities reserve the right at their sole discretion, to disqualify any individual who tamers with the entry process. Neither the Sponsor nor any of the Released Entities assumes any responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Neither the Sponsor nor any of the Released Entities are responsible for any problems or technical malfunctions of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by the Sponsor or any of the Released Entities due to technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. NEITHER SPONSOR NOR ANY OF THE RELEASED ENTITIES ARE RESPONSIBLE FOR **INCOMPATIBILITY OF ENTRANT'S HARDWARE, SOFTWARE OR BROWSER** TECHNOLOGY WITH SPONSOR'S OR SUCH RELEASED ENTITIES HARDWARE, SOFTWARE, OR BROWSER TECHNOLOGY. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE **OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL** LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR OR AFFECTED RELEASED ENTITY RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER **REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO** THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute to the identity or eligibility of a winner based on an email address, the winner entry will be declared made by the

"Authorized Account Holder" of the email address at the time of entry. "Authorized Account Holder" is defined as the natural person 18 years of age or older who is assigned to an e-mail address by an Internet service provider, on-line service provider, or other organization (e.g., business, education institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor may ask entrant or potential winner to provide Sponsor with proof that such party is the Authorized Account Holder of the email associated with the Entry.

- 8. GENERAL: By entering this Sweepstakes, entrants and prize winners: (1) agree to be bound by these Official Rules; (2) agree to release Sponsor, any prize provider, and the Released Entities from any and all liability for any loss, harm, damages, costs or expenses, including without limitation property damage, personal injury and/or death arising out of participating in this Sweepstakes, or the acceptance, possession, use or misuse of any prize and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery; and (3) consent to the use of his/her name, voice, picture and likeness for advertising and promotional purposes in any medium throughout the world in perpetuity without additional compensation unless prohibited by law, and (4) acknowledge that Sponsor, any prize provider, and the Released Entities have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition, or fitness for a particular purpose. Sponsor may discontinue this Sweepstakes at any time. Sponsor may terminate any Sweepstakes or decide to modify it in any manner that it deems fair and equitable to participants if it becomes aware of any occurrence that would materially affect the Sweepstakes' security and fairness. Sponsor may prohibit individuals from participating in the Sweepstakes and disgualify entries if they (1) attempt to enter the Sweepstakes through any means other than as described in these Official Rules, including, but not limited to, entering under more than one (1) email address or creating multiple email addresses to enter, (2) attempt to disrupt the Sweepstakes or circumvent the terms and conditions of these Official Rules in any way (3) repeatedly show a disregard for the Sweepstakes Official Rules or act (a) in an unsportsmanlike manner, or (b) with the intent to annoy, abuse, threaten, harass any other entrant or Sponsor. Sponsor's decisions with respect to the Sweepstakes are final.
- 9. LIABILITY AND RELEASE: By participating in this Sweepstakes entrants agree to release and hold harmless Sponsor, any prize provider, and the Released Entities from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt of any prize hereunder, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of entries; or (e) injury or death to a person(s) or damage to property which may be result, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or entrants receipt, acceptance, use and/or enjoyment of any prize. In no event shall the Sponsor, any prize provider, or the Released Entities be liable for attorney fees. Entrant waives the right to claim any damages whatsoever, including, but no limited to, punitive, consequential, direct, or indirect damages. Sponsor or prize provider, and the Released Entities reserve the right to correct any typographical, clerical, or printing errors in any Sweepstakes materials. Sponsor, any prize provider, and the Released Entities are not responsible for any typographical or other error in the printing of this Sweepstakes, the administration of the Sweepstakes or in the announcement of prize winner(s), including such error as may give an erroneous indication that a prize has been won. In the event the Sponsor, any prize

provider or the Released Entities are prevented from continuing with this Sweepstakes, or the integrity and/or feasibility of the Sweepstakes is undermined by any event including, but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute, strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, provincial, or local government law, order or regulation, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's, or any prize provider's or the Released Entities' control (each a "Force Majure" event) the Sponsor, any prize provider, and the Released Entities shall have the right, in their sole discretion, to abbreviate, modify, suspend cancel or terminate the Sweepstakes without notice or further obligation. If the Sponsor, any prize provider, or the Released Entities, in their discretion, elect to abbreviate, cancel, or terminate the Sweepstakes as a result of a Force Majure event, the Sponsor, any prize provider and the Released Entities reserve the right, but shall have no obligation, to award the prizes from among all valid Entries received up to the time of such Force Majure event.

- 10. USE OF INFORMATION: The information that you provide in connection with the Sweepstakes may be used for Sponsor's internal purpose and to send you information about Sponsor's products and special promotions, but will not be provided to third parties, except as necessary for the administration of the Sweepstakes or as required by law or legal process. Entry constitutes permission to post winners' names on Website and to use each winner's name, hometown and/or likeness for purposes of advertising and promotion without further compensation unless prohibited by law. For additional information about Sponsor's Privacy Policy go to https://www.bissell.com/privacy-policy. If you no longer wish to receive emails from Sponsor, please send an email to <u>info@bissellpetfoundation.org</u> with the word REMOVE in the subject line.
- 11. WINNERS LIST/OFFICIAL RULES: To obtain the names of the Winners (available after September 30, 2017) or a copy of the Official Rules, send a self-addressed, stamped #10 envelope to: Support The Shelters Sweepstakes, BISSELL Pet Foundation, 2345 Walker Avenue NW, Grand Rapids, Michigan 49544. Please specify "Official Rules" or "Winners List". VT residents do not need to affix return postage.
- 12. MISCELLANEOUS: The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity of any other provision. In the event that any provision of the Official Rules or the Affidavit 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. When terms such as "may" are used in these Official Rules, Sponsor has the sole and absolute discretion. 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 in any Sweepstakes-related materials, privacy policy or terms of use on the website and/or these Official Rules, the Official Rules shall prevail, govern, and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

HAVE A QUESTION? Write to us at <u>BISSELL Pet Foundation</u>, 2345 Walker Avenue, NW, Grand Rapids, Michigan 49544.