Furbaby Friday ("Sweepstakes") 2021 OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND DISTRICT OF COLUMBIA, EXCLUDING RHODE ISLAND. VOID WHERE PROHIBITED.

- 1. ELIGIBILITY: Open only to legal residents of the fifty (50) United States and District of Columbia, EXCLUDING RHODE ISLAND, who are at least 18 years of age and of the age of majority in their state of residence (19 in AL & NE) who are located in the fifty (50) United States (except Rhode Island) or the District of Columbia at the time of entry. The following individuals are not eligible to enter or win a prize: employees, contractors, directors, and officers of BISSELL Pet Foundation, BISSELL Homecare, Inc. (collectively, the "Sponsors"), their parent, subsidiary, and affiliated companies, (collectively, "Sweepstakes Parties"), and the immediate family members (spouse, parent, child, sibling, grandparent, whether biological, adopted, "step", or in-law of each) and those living in the same household of each such person (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Sweepstakes).
- 2. SWEEPSTAKES PERIOD: Sweepstakes begins on September 24, at 3pm Eastern Time ("ET") and ends on 9/25 at 11:59pm ET (the "Sweepstakes Period"). The Website server is the official clock for this Sweepstakes.
- 3. HOW TO ENTER: During the Sweepstakes Period, the Entrant must do all of the following (1) like the BISSELL Pet Foundation social media post inviting entries; (2) Follow Cathy Bissell on Facebook and/or Instagram, (3) Follow and like BISSELL Pet Foundation on Facebook and/or Instagram and (f4) visit the entry website by following the link in the post (the "Website"), and follow the online on-screen instructions to complete the registration form to receive one (1) entry ("Entry") into the Sweepstakes. For an Entry to be valid, the entrant must complete the registration form with all required information. Any incomplete Entries will be considered ineligible. Standard data rates may apply if an entrant accesses the Website from their mobile device, and entrant is solely responsible for any such charges. THE SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK OR INSTAGRAM. YOU UNDERSTAND THAT YOU ARE PROVIDING YOUR INFOMRATION TO THE SPONSOR OF THE SWEEPSTAKES AND NOT TO FACEBOOK OR INSTRAGRAM.

Limit: one (1) Entry per person during the Sweepstakes Period. Standard data rates may apply if the Website is accessed via a mobile device, and entrants are solely responsible for any such charges. Use of email addresses from disposable or temporary email address services, or email forwarding services, is prohibited and any attempt to play using such an email address will be blocked. A valid email address is required to enter. Entrants may not enter with multiple email addresses, nor may entrants use any other device or artifice, whether automated or not, to enter multiple times above the stated limit or as multiple entrants. Any entrant who attempts to enter with multiple email addresses or use any device or artifice, whether automated or not, to enter multiple times may be disqualified and forfeits any and all prizes won, all of which to be determined in Sponsors' sole discretion. Proof of submission is not proof of receipt by Sponsors. In the event of a dispute as to who submitted an Entry, the natural person associated with the email account used for Entry will be considered the entrant, such natural person to be determined by Sponsors in their sole discretion, but only if that person is otherwise eligible to enter the Sweepstakes. By participating, entrants agree to abide by and be bound by these Official Rules and the Sponsors' decisions which are final and binding in all respects. Those who do not follow all of Sponsors' instructions, provide the required information in their Entry, or abide by these official rules may be disqualified.

Entries that are deemed by the Sponsor, in its sole discretion, to be in violation of these Official Rules or to be otherwise infringing, harmful, inappropriate, defamatory, or generally not in keeping with the image of Sponsor, may be rejected and will not be eligible to participate in the Sweepstakes and may be removed from the Website. Submission of an Entry grants Sponsor and its agents non-exclusive, perpetual, irrevocable, world-wide royalty-free license To display, reproduce, distribute, publish, perform, edit, otherwise use the Entry for advertising, donation solicitation, and promotional purposes, including the mention of the winner's name on Sponsor's website(s), Facebook and/or Twitter pages, Instagram and/or Pinterest channels and/or any other social media platforms in connection with this Sweepstakes, and without compensation or consideration to the entrant, whether or not such Entry is selected as a winning Entry. For clarity, Sponsor has the right (but not the obligation) to publish any winners on Sponsor's website(s) and/or social media channels and as Sponsor otherwise so chooses.

BY SUBMITTING AN ENTRY AND/OR ACCEPTING PRIZE, EACH ENTRANT (AND WINNER WHERE APPLICABLE) REPRESENTS AND WARRANTS THAT HE/SHE HAS ALL RIGHT, TITLE, AND INTEREST NECESSARY TO GRANT THE SPONSOR THE RELEVANT RIGHTS DESCRIBED ABOVE AND AGREES TO INDEMNIFY AND HOLD SPONSOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS TO THE CONTRARY. ALL DECISIONS OF SPONSOR ARE FINAL.

Privacy Policy: Information submitted in connection with this Sweepstakes is governed by Sponsors' Privacy Policy (available at https://www.bissell.com/privacy-policy.html).

- 4. DRAWING AND ODDS OF WINNING: 1 potential Grand Prize winner (the "Winner") will be selected in a random drawing from among all eligible Entries received during the Sweepstakes Period. Odds of winning depend on the number of eligible Entries received. The drawing will be conducted on or about September 28 by Sponsor. Sponsors' and/or administrator's decisions shall be final and binding on all matters relating to the Sweepstakes.
- 5. PRIZES AND APPROXIMATE RETAIL VALUES ("ARVs")

[1 Prize: each Grand Prize consists of the BISSELL products detailed below, [\$12, BISSELL Pet Foundation Dog Leash and Collar] ARV: Leash - \$12, Collar - \$10.

Total ARV of all Prizes in the Sweepstakes: [\$22]

- 6. PRIZE RESTRICTIONS: Limit one (1) prize per person/household. Prizes are non-transferable and no cash redemption or prize substitution permitted, except at the sole discretion of the Sponsors. Sponsors reserve the right, in their sole discretion, to substitute a prize with one of equal or greater value for any reason. Only the advertised number of prizes will be awarded. All claimed prizes will be awarded. All costs and expenses associated with prize acceptance and use not specifically provided herein are the responsibility of the Winner(s). The ARV of all prizes is as of date of printing of these Sweepstakes official rules and any difference between the stated ARV herein and actual value at the time the prize is awarded will not be awarded. Sponsors do not make, nor in any manner will Sponsors be responsible or liable for, any warranty(ies), representation(s), or guarantee(s), express or implied, in fact or in law, relative to the prizes including but not limited to their quality, fitness for purpose, or condition. All product and brand images are trademarks or registered trademarks of their respective owners, which may or may not be Sponsors or affiliated with this Sweepstakes. All prize details shall be determined by Sponsors in their sole discretion.
- 7. PRIZE NOTIFICATION: Winners will be subject to verification. Potential Winner will be sent a winner notification, on or about September 28, to the email address supplied in Entry informing them of winning a Prize and will be required to respond via email within (48) hours to confirm his/her/their acceptance of the prize. Upon Sponsors' receipt of the potential Winner's return email, of the potential Prize Winner may will be required to verify his/her/their eligibility by completing, signing, notarizing, and returning an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release (granting the use of the Prize Winner's name and city/state for advertising/publicity purposes, without further compensation), a

U.S. tax form W-9, and supply a copy of their Driver's License or government-issued I.D within five (5) business days of traceable email receipt, or prize may be forfeited and an alternate potential Prize Winner may be contacted. The Prize will be forfeited, and an alternate potential winner may be contacted, regardless of whether or not the potential Winners name has already been publicly announced, if: (1) a prize notification is unclaimed or returned as undeliverable; (2) if notification email is not received and returned in a timely manner for any reason including because of spam filters; (3) if any prize correspondence is not returned within the required time period; or (4) if a potential Winner declines the prize (or any portion thereof) for any reason, or is found to be ineligible or noncompliant with these official rules. Sponsors are not responsible for any change of email/mailing address and/or telephone number of entrants..

<u>Prize Delivery</u>: Prize will be shipped to the address provided at the time of verification within 6-8 weeks after verification of Winner.

<u>Taxes:</u> Winners are solely responsible for any taxes on any prize(s) received, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize regardless of whether or not such prize, in whole or in part, is used.

- 8. GENERAL CONDITIONS: INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION. If the Sweepstakes is not capable of running as planned for any reason, including without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsors reserve the right, at its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process, and/or to cancel, modify, or terminate the Sweepstakes. In the event of cancellation, Sponsors will award the prizes in a drawing from among all eligible, non-suspect Entries received prior to cancellation. In the event that any Entry is confirmed to have been erroneously deleted, lost, or destroyed, entrant's sole remedy shall be another entry into the Sweepstakes.
- 9. LIMITATIONS OF LIABILITY AND RELEASE: As a condition of entering Sweepstakes, entrants acknowledge and agree, and agree to confirm in writing if requested, that no liability or responsibility is assumed by Sponsors or Sweepstakes Parties (collectively, "Releases"), and entrant agrees to release Releasees from any and all liability, loss, or damage resulting from entrant's participation in, attempt to participate in, or download of any information in connection with entrants participation in the Sweepstakes and/or any acceptance, possession, receipt, and/or use/misuse of any prize. Additionally, by participating, entrants acknowledge and agree, and agree to confirm in writing if requested, that no responsibility or liability is assumed by the releasees for technical problems or technical malfunction, including, without limitation, those arising in connection with any of the following occurrences that may affect the operation of the Sweepstakes: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless, or internet connectivity, or other online communication problems; errors or limitations of any internet service providers, servers, hosts, or providers; garbled, jumbled, or faulty data transmissions; failure of any email transmissions to be sent to or received; lost, late, delayed, or intercepted email transmissions; inaccessibility of Website in whole or in part for any reason; traffic congestion on the internet or Website; unauthorized human or non-human intervention in the operation of the Sweepstakes, including without limitation, unauthorized tampering, hacking, theft, virus, bug, worm; or destruction of any aspect of the Sweepstakes. Sponsors are not responsible for any typographical errors in the announcement of any prize or these official rules, or any inaccurate or incorrect data contained on promotional materials or on Website. Use of Website is at entrant's own risk. Releasees are not responsible for any personal injury or property damage or any other losses of any kind that may be sustained to entrant's, or any other person's, computer equipment resulting from participation in the Sweepstakes, use of Website, or the download of any information from Website, or any other loss related to entrant's participation in the Sweepstakes or receipt of any prize. Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section

1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

10. BINDING ARBITRATION: Any controversy or claim arising out of or relating to the Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Michigan law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsors will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable, or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsors shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THIS SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

- 11. PUBLICITY: Except in Tennessee, and where prohibited by law, by accepting a prize, Winners grant permission for Sponsors and those acting under their authority to use their name and address (city and state), for advertising and/or publicity purposes, in any and all media (including posting on Website) now known or hereinafter invented, without territorial or time limitations, and without further notice and additional compensation. If selected as a Winner, the Winner's information may also be included in a publicly available Winner's list.
- 12. GOVERNING LAW & JURISDICTION: All issues and questions concerning the construction, validity, interpretation, and enforceability of these official rules, entrant's rights and obligations, or the rights and obligations of the Sponsors in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules thereof. By entering, entrants consent to the jurisdiction and venue of the federal, state, and local courts located in Kent County, Michigan for the resolution of all matters or proceedings which are not subject to arbitration as set forth in Section 10 of these official rules and agree that any and all such disputes shall be resolved exclusively in those courts. Sponsors' failure to enforce any term of these official rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.
- **13. WINNERS LIST:** For the name of the Winner, available after September 28, send a separate self-addressed stamped (#10) envelope to BISSELL Pet Foundation [NAME OF SWEEPSTAKES], 2345 Walker Avenue NW, Grand Rapids, Michigan 49544 to be received no later than six weeks after the end of the Sweepstakes Period.
- **14. SPONORS AND ADMINISTRATORS:** This Sweepstakes is sponsored by BISSELL Pet Foundation 2345 Walker Avenue NW, Grand Rapids, MI 49544.