

## **PASADENA HUMANE 12 DAYS, 12 WAYS CONTEST RULES**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A VOLUNTARY DONATION WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED BY LAW.

### **1. Eligibility**

12 Days, 12 Ways (the "Contest") is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age at the time of entry. Employees of Pasadena Humane and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations.

### **2. Sponsor**

The Contest is sponsored by Pasadena Humane, a California non-profit corporation located at 361 S. Raymond Ave., Pasadena, California 91105 ("Sponsor").

### **3. Agreement to Official Rules**

Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

### **4. Contest Period**

**The Contest begins on December 09, 2020 at 9:00 a.m. PST and ends on December 20, 2020 at 11:59 p.m. PST (the "Contest Period").** Entries that are submitted before or after the Contest Period will be disqualified. Submissions will be accepted for the duration of the Contest using any of the following methods:

Online

### **5. How to Enter**

The method of entry will be available by visiting our website ([pasadenahumane.org](http://pasadenahumane.org)) and following the directions provided to fill out the entry information, and submit.

Limit one (1) entry per person, per email address, and per household for the duration of the Contest Period, regardless of method of entry. Entries received from any person, e-mail

address, or household in excess of the stated limitation will be void. All entries become the property of Sponsor and will not be acknowledged or returned.

## **6. Prize Drawing**

On or about December 21, 2020, the Sponsor will select potential winners in a random drawing from among all eligible entries received. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential winner via email on or about December 21, 2020. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries.

## **7. Winner Notification**

The potential winners will be notified by email. Each potential Grand and First Prize winner will be required to complete, electronically sign and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted or fails to submit the Declaration of Compliance within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits prize. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Contest.

## **8. Prizes**

Prizes: Grand Prize (1 winner) Digital illustration of one pet of your choice + opportunity to have your pet featured on a new line of Pasadena Humane merch; \$50 gift certificate to the online Pasadena Humane Merch Store; Free 30 minute zoom behavior consultation with Pasadena Humane staff; Swag Bag

Runner Up (2): \$25 gift certificate to the online Pasadena Humane Merch Store; Free 30-minute zoom behavior consultation with Pasadena Humane staff; Swag Bag filled with goodies including a 2021 Pasadena Humane calendar, hand sanitizer, Shelter Shop coupon and more!

All entries: 20% off coupon to the Shelter Shop; Pasadena Humane calendar (must pick up at the Shelter Shop, while supplies last)

## **9. General Conditions**

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, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, 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 or (b) terminate the Contest and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. 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 a disruptive manner. Any attempt by any person to damage the website or 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 (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

#### **10. Release and Limitations of Liability**

By participating in the Contest, entrants agree to defend, release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any Contest-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether

caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

#### **11. Disputes**

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by submission to arbitration before the American Arbitration Association in accordance with its applicable Arbitration Rules regarding similar disputes and judgment upon any award rendered may be entered in any court having jurisdiction thereof. The arbitrability of any dispute hereunder shall be determined by the arbitrator. The determination of the arbitrator shall be final and binding on the parties hereto and not appealable, except as otherwise provided by California Code of Civil Procedure §§1285, et seq. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of California, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than California.

#### **12. Privacy**

Any personally identifiable information collected during an Entrant's participation in the Contest is subject to Sponsor's privacy policy, located at <https://pasadenahumane.org/privacy-policy/>.

#### **13. Use; Licensing**

Any information, photos, intellectual property or other submissions for the Contest sent by Entrant to the Sponsor or posted by Entrant on or through the Sponsor's sites, apps or social media shall be deemed not to be confidential or secret, and may be used by the Sponsor in any manner. Each Entrant retains ownership of its entry. By submitting an Entry, Entrant grants to the Sponsor and its sublicensees, successors and assigns a non-exclusive, transferable, perpetual, worldwide, irrevocable, unconditional, royalty free right and license, (a) to post, make, have made, use, copy, reproduce, modify and create the Entry and derivative works of the Entry and any materials provided by the Entrant with its Entry or otherwise through the Contest (collectively, "Entrant Materials"), (b) to print, publish, perform, display, import, broadcast, transmit, distribute and use, in any and all media now known or hereafter developed, the Entry and Entrant Materials (and derivative works thereof), the Entrant's name, as well as names, portraits, pictures, statements, photographs, videos, voice, likeness, image, compositions, musical performances, instrumental recordings and biographical information of any person

appearing in the Entry and Entrant Materials, and (c) to sublicense to third parties any or all of the foregoing rights, for any purpose, without any compensation, notice, review or consent. Entrants must have written permission from all individuals appearing in or mentioned in the Entry-related posting to use of their name, voice, performances, image and likeness.