

**Ainsworth Pet Nutrition Furever HOME Sweepstakes (“Sweepstakes”)  
2017 OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.** THIS SWEEPSTAKES IS INTENDED FOR THE UNITED STATES. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. VOID WHERE PROHIBITED. SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

1. **ELIGIBILITY:** Open to legal residents of the fifty (50) United States and the District of Columbia (D.C.) who are 18 years of age or older and who have reached the legal age of majority in their state of residence (19 in Alabama and Nebraska). The following individuals are not eligible to enter or win a prize: employees, contractors, directors, and officers of Ainsworth Pet Nutrition, LLC (“Sponsor”), its parent, subsidiary and affiliated companies, and the web design, advertising, fulfillment, legal, administrative, and sweepstakes agencies involved in the administration, development, fulfillment, and execution of this Sweepstakes (collectively, “Sweepstakes Parties”), and the immediate family members (spouse, parent, child, sibling, grandparent, and spouse or “step” 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). Void where prohibited.
2. **SWEEPSTAKES PERIOD:** Sweepstakes begins on October 1, 2017 at 12:00:00 a.m. Eastern Time (“ET”) and ends on October 31, 2017 at 11:59:59 p.m. ET (the “Sweepstakes Period”).
3. **TO ENTER:** There are two methods of entry for this Sweepstakes: online, and without purchase, by mail. No other method of entry will be accepted.

**To Enter Online:** Purchase any Sponsor Nutrish®-only product during the Sweepstakes Period, then visit [www.nutrishforeverhome.com](http://www.nutrishforeverhome.com) (the “Website”) during the Sweepstakes Period and follow the on-screen instructions to complete the registration form with your contact information, including email address. Then upload a digital photo of your original purchase receipt (no photocopies or reproductions accepted) with the Sponsor product(s) circled to receive one (1) entry into the Sweepstakes. To be eligible, the digital photo of the original purchase receipt must be in either JPEG, PNG or GIFF digital formats, and must be under 5 MB in size. Data rates and usage fees may apply when accessing the Website via a mobile device, and entrants are solely responsible for any such data charges and usage fees.

**To Enter without Purchase, by Mail:** To enter by mail and without a purchase, hand-print the following information legibly on a 3½” by 5” card: first and last name, full mailing address (no PO boxes), daytime phone number, date of birth, and email address. Mail your completed card in an envelope with proper postage to: Ainsworth Furever HOME Sweepstakes, P.O. Box 1094, Elmhurst, IL 60126, postmarked by October 31, 2017 and received by November 7, 2017 in order to receive one (1) entry into the Sweepstakes. All of the above-listed information is required for the mail-in entry to be valid. No mechanical reproductions of entries allowed. Sponsor is not responsible for lost,

late, illegible, misdirected, mutilated, incomplete, or postage-due mail/entries. Entries become the property of Sponsor and will not be returned.

**Limit one (1) entry per person/per product receipt/per email address, regardless of the method of entry. Automated means of entry are prohibited and any use of automated devices will cause disqualification.** Use of email addresses from disposable or temporary email address services, or email forwarding services, is prohibited and any attempt to enter using such an email address will be blocked. An email address is required to enter. Only fully completed entries are eligible. Entrants may not enter with multiple email addresses nor may entrants use any other device or artifice to enter multiple times above the stated limit or as multiple entrants. Any entrant who attempts to enter with multiple email addresses or uses any device or artifice to enter multiple times will be disqualified and forfeits any and all prizes won, in Sponsor's sole discretion. Proof of submission is not proof of receipt by Sponsor. 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, 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 Sponsor's decisions.

Privacy Policy: All information submitted in connection with this Sweepstakes is governed by Sponsor's Privacy Policy (available at <https://nutrish.com/privacy-policy>)

- 4. DRAWING AND ODDS OF WINNING:** One (1) potential Grand Prize winner and three (3) potential First Prize winners will be selected in a random drawing from all eligible Sweepstakes entries received during the Sweepstakes Period. Odds of winning a prize shall depend on the number of eligible Sweepstakes entries received. Drawing will be conducted on or about November 8, 2017, from all eligible Sweepstakes Entries received, by a Sponsor representative, whose decisions shall be final and binding on all matters relating to the Sweepstakes. Subject to verification of eligibility and compliance with the terms of these Official Rules, the potential winners will be declared the official winners of the Sweepstakes.
- 5. PRIZES AND APPROXIMATE RETAIL VALUES ("ARVs"):**

**ONE (1) GRAND PRIZE:** \$25,000, awarded in the form a check made payable to the winner, and either: (a) one (1) year worth of Nutrish® dry dog food (awarded as twenty-four (24) coupons (2 per month)), each coupon good for one (1) 11-14 lb bag of Sponsor Nutrish® brand dry dog food; or (b) one (1) year worth of Nutrish® dry cat food (awarded as twenty-four (24) coupons (2 per month)), each coupon good for one (1) 3-6 lb bag of Sponsor Nutrish® brand dry cat food. ARV for Nutrish® dry dog food is \$25,623.76, and ARV for Nutrish® dry cat food is \$25,467.76.

**THREE (3) FIRST PRIZES:** \$5,000, awarded in the form a check made payable to the winner, and either: (a) one (1) year worth of Nutrish® dry dog food (awarded as twenty-four (24) coupons (2 per month)), each coupon good for one (1) 11-14 lb bag of Sponsor Nutrish® brand dry dog food; or (b) one (1) year worth of Nutrish® dry cat food (awarded as twenty-four (24) coupons (2 per month)), each coupon good for one (1) 3-6 lb bag of Sponsor Nutrish® brand dry cat food. ARV for Nutrish® dry dog food is \$5,623.76 each, and ARV for Nutrish® dry cat food is \$5,467.76 each.

**TOTAL ARV OF ALL PRIZES IN THIS SWEEPSTAKES NOT TO EXCEED: \$42,495.04 if all Nutrish® dry dog food, or \$41,871.04 if all Nutrish® dry cat food.**

- 6. PRIZE RESTRICTIONS: Limit one (1) prize per person/per household.** Winners are solely responsible for any and all applicable federal, state, and local taxes on their respective prizes (including income and withholding taxes) and any and all expenses relating to the acceptance of and use of prize not herein specified. Prizes are non-transferable, non-assignable and no cash redemption or prize substitution shall be permitted, except at the sole discretion of the Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right in its sole discretion to substitute a prize in whole or in part with one of equal or greater value. All costs and expenses associated with prize acceptance and use not specifically provided herein are the sole responsibility of each winner.
- 7. WINNER NOTIFICATION AND PRIZE CLAIM:** Potential winners are subject to verification, including verification of age. Potential winners will be notified by a traceable form of mail/email on or about November 10, 2017. Each potential winner will be required to verify his/her eligibility by completing, signing, notarizing, and returning an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release (granting the use of the winner's name, city/state, likeness, or photograph by Sponsor for advertising/publicity purposes, without further compensation), and a U.S. IRS W-9 form, all within five (5) business days of traceable mail/email receipt, or such prize may be forfeited and an alternate potential winner may be contacted.

A prize may be forfeited and an alternate winner may be contacted if: (1) a prize notification or prize is unclaimed or returned as undeliverable; (2) if any prize correspondence is not returned within the required time period; (3) or, if a potential winner is found to be ineligible or noncompliant with these Official Rules. Sponsor is not responsible for any change of email address, phone number or mailing address of any entrant.

Taxes: Winners are solely responsible for any taxes on the prizes they receive. Each winner will be issued an IRS Form 1099 reporting the value of their prize. **As a condition of winning**, each potential winner will be required to complete an IRS W-9 Tax Form and will be required to furnish his/her social security number or tax identification number for the sole purpose of preparation of any tax forms as required by law.

- 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, SPONSOR RESERVES 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, Sponsor reserves the right, at its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process, and to cancel, modify, or terminate the Sweepstakes. In the event of cancellation, Sponsor will award the prizes in a random drawing from among all eligible, non-suspect entries received prior to cancellation. In the event that an 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:** No liability or responsibility is assumed by Sponsor or Sweepstakes Parties (collectively, "Releasees") resulting from user's participation in, attempt to participate in, or download of any information in connection with participating in the Sweepstakes. 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 the 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. Sponsor is not responsible for any typographical errors in the announcement of the prize or these Official Rules, or any inaccurate or incorrect data contained on promotional materials or on the Website. Use of Website is at user'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 user's or any other person's computer equipment/mobile phone resulting from participation in the Sweepstakes, use of the Website or the download of any information from the Website, or any other loss related to user's participation in the Sweepstakes or receipt of any prize. As a condition of entering, entrants agree to release Sponsor and Sweepstakes Parties from any and all liability, loss, or damage incurred with respect to entrant's participation in the Sweepstakes and the awarding, receipt, possession, and/or use or misuse of any prize.

**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 Pennsylvania 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, Sponsor 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 Sponsor 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 Sponsor and those acting under its authority to use their name, and address (city and state), photograph, voice and/or likeness, 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 to and without additional compensation. If you are selected as a winner, your 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, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania without giving effect to any choice of law or conflict of law rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 10 of these Official Rules. By entering, you consent to the jurisdiction and venue of the federal, state and local courts located in Crawford County, PA for the resolution of all disputes, and agree that any and all disputes shall be resolved exclusively in those courts. Sponsor's 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 REQUEST:** For a list of the winners, send a self-addressed, stamped envelope, for receipt to: Ainsworth Pet Nutrition Furever HOME Sweepstakes Winners

List Request/Rules Request, P.O. Box 1095, Elmhurst, IL 60126. Requests must be received by December 1, 2017.

**14. SPONSOR:** Ainsworth Pet Nutrition, LLC, 984 Water St, Meadville, PA 16335.