

## Contest Rules

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

### 1. Eligibility

Shape of Happiness Film Festival Contest (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 old at the time of entry. Entrants must have an account with YouTube, LLC ("YouTube"), which is free of charge. Employees of Pet Ventures Inc. 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.

### 2. Sponsor

The Contest is sponsored by Pet Ventures Inc. ("Sponsor"), located at 8155 Lankershim Blvd, N. Hollywood, California 91605.

### 3. Agreement to Contest Rules

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

### 4. Contest Period

The Contest begins on January 21, 2019 at 12:01am Pacific Time and ends on April 30, 2019 at 11:59pm Pacific Time (the "Contest Period"). Entries that are submitted before or after the Contest Period will be disqualified.

### 5. How to Enter

The sole method of entry is by visiting this website -- <https://gleam.io/IveOo/pet-n-shape-film-festival> -- and following the directions provided.

To enter, eligible individuals (see "Eligibility" section above for eligibility requirements) must follow the following steps.

- a. Create a video about how you and your dog envision the concept of "sharing happiness", that is, the way you and your dog interact, play, and share the happiness of life. The video should be a story about you and your dog, dogs interacting with each other, or just simply, being happy;
- b. Connect to your personal YouTube account and make sure it is set to "public" so that your video is viewable; and
- c. Upload the video to your own YouTube account using the hashtag #shapeofhappiness (the "Hashtag").

Eligible individuals must complete all steps described above, including using the Hashtag, and comply with all specifications described below to submit a valid submission video (a "Submission", and collectively, "Submissions") into the Contest.

Submission Specifications:

- Your video must be no longer than 75 seconds in length.
- The story should feature at least one dog.
- The video may be scripted or non-scripted.

- Your story can be told with or without dialogue.

By uploading your video to your YouTube account and entering your submission at <https://gleam.io/lVeOo/pet-n-shape-film-festival>, you represent and warrant that your Submission conforms to these Contest Rules and the YouTube [Terms of Service](#). Sponsor may disqualify you from the Contest, at its sole discretion, if Sponsor believes that your Submission does not adhere to these Contest Rules and the YouTube [Community Guidelines](#). Physical copies of the Submissions received by Sponsor will not be returned and will become the property of Sponsor. Submissions generated by automated means, including script and/or macro, are void and will be disqualified. The person who creates the Submission will be regarded as the Contest entrant (“Entrant”).

Limit three (3) entries per person for the duration of the Contest Period. Entries received from any person in excess of the stated limitation will be void.

## **6. Submission Materials**

Submissions may only be submitted by the owner of the Submission. Anonymous submissions will not be considered. All Submissions must be the original creation of the Entrant; Entrant must hold all rights to the Submission, including the copyright or a valid license to all content in the Submission.

Ownership of the underlying intellectual property of the Submission will remain with Entrant, except that Entrant grants Sponsor the right to publish, reprint, reproduce, distribute, display and/or exhibit Entrant’s Submission for advertising, marketing, publicity and promotional purposes on Sponsor’s website, social media or any other platform or venue without notification or further compensation. Entrant also grants Sponsor the right to use his/her name for advertising, marketing, publicity and promotional purposes without notification or further compensation.

Content Restrictions: The Submission cannot contain material that violates or infringes the rights of others, including, but not limited to, privacy, publicity, or intellectual property rights (including copyright, trademark, and patent rights). In this regard, the Submission cannot contain copyrighted music, images, footage, artwork, or videos, unless such content is owned or properly licensed by Entrant; the Submission cannot contain any trademarks, logos, or brand names; the Submission cannot defame or invade the privacy rights of any person, living or deceased; the Submission cannot contain degrading, derogatory, insulting, slanderous, or libelous materials; the Submission cannot contain inappropriate, indecent, filthy, obscene, hateful, or discriminatory materials, as determined in Sponsor’s sole discretion; and the Submission cannot contain unlawful or illegal materials or materials contrary to the laws or regulations in the jurisdiction in which the Submission was created.

## **7. Judging**

Beginning on or around May 1, 2019, a team of judges composed of Sponsor employees will evaluate all qualifying entries and select the winners based on the number of points accumulated by each Entrant using the following criteria (collectively, the “Judging Criteria”): Creativity (33 points); originality (33 points); embodiment of the “shape of happiness” (communicating the concept of “sharing happiness”) (34 points). The one (1) Grand Prize winner, the five (5) Second Prize winners, and the twenty (20) Third Prize winners (each a “Winner”, and collectively, the “Winners”) will be the twenty six (26) individuals who receive the highest overall scores. In the event of a tie between or among Submissions, an additional judge will re-evaluate the tied Submissions by applying the Judging Criteria to select the Winners. The decision of the judges will be final and binding in all regards. Sponsor reserves the right to modify or extend the Contest Period or not to award any portion of the prize in the event an insufficient number of qualifying entries are received during the Contest Period or for any other reason, as determined by Sponsor in its sole discretion.

## **8. Winner Notification**

The Winners will be notified by email on or about May 15, 2019. Each potential winner (parent/legal guardian if a minor in his/her state of residence) 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 Winner fails to submit the Declaration of Compliance within the required time period, or if a prize

is returned as undeliverable, the Winner forfeits his/her prize. If a Winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance on the potential winner's behalf and fulfill any other requirements imposed on a Winner set forth herein. Winners must continue to comply with all terms and conditions of these Contest Rules, and winning is contingent upon fulfilling all requirements. In the event that a Winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate Winner from among all remaining qualifying entries. Prizes will be fulfilled approximately eight to ten (8-10) weeks after the conclusion of the Contest.

#### **9. Prizes**

The Grand Prize Winner will receive One Thousand U.S. Dollars (\$1,000) and the opportunity to have his/her Submission featured on Sponsor's website and social media. Five (5) Second Prize Winners will each receive Two Hundred U.S. Dollars (\$200) and the opportunity to have his/her Submission featured on Sponsor's website and social media accounts. Twenty (20) Third Prize Winners will receive a Pet 'n Shape Box of Happiness, containing an assortment of Pet 'n Shape treats and chews (retail value \$25), and the opportunity to have his/her Submission featured on Sponsor's website and social media accounts. No substitution, assignment or transfer of a prize is allowed except with Sponsor's permission or where required by law. THE WINNERS ARE SOLELY RESPONSIBLE FOR ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE.

#### **10. 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 Contest Rules or (b) terminate the Contest and, in the event of termination, award the prizes from among the qualifying, 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 Contest Rules or in an unsportsmanlike or 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 attorneys' fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by Sponsor to enforce any provision of these Contest Rules will not constitute a waiver of that provision.

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

By participating in the Contest, Entrant agrees to release and hold harmless Sponsor, and its 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 any prize, 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 winners, the cancellation or postponement of the event, 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 Entrant's participation in the Contest or acceptance, receipt or misuse of the prizes. 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, not

to exceed \$10, and in no event will 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.

**12. Disputes**

Except where prohibited, Entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded will be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules, Entrant's rights and obligations, or the rights and obligations of Sponsor in connection with the Contest, will 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.

**13. Privacy**

Information collected from Entrant is subject to sponsor's privacy policy.

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, YOUTUBE.