

TERMS & CONDITIONS

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

- **1. Eligibility:** This promotion (the "Promotion") is open only to those who sign up at the Promotion's website (www.petvet365.com) and who are 18 years of age as of the date of entry. The Promotion is only open to legal residents of the United States and is void where prohibited by law. Employees of Team Togo, LLC (dba PetVet365) (the "Sponsor") their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers, and their immediate family members and/or those living in the same household of each are not eligible to participate in the Promotion. The Promotion is subject to all applicable federal, state and local laws and regulations. Void where prohibited.
- **2. Agreement to Rules:** By participating, you agree to be fully unconditionally bound by these rules, terms and conditions, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of the Sponsor, as final and binding as it relates to the content. The Promotion is subject to all applicable federal, state, and local laws.
- **3. Promotion Period:** Entries will be accepted online, only while the sign-up is available on the Promotion's website. If Promotion has a deadline for use, Promotion must be claimed and used within the stated time period.
- **4. How to Enter:** The Promotion must be entered by submitting an entry using the online form, or by making an online appointment, on the Promotion's site, as required. The entry must fulfill all Promotion requirements, as specified, to be eligible to win a prize or claim the Promotion. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the Sponsor. You may enter only once and you must fill in the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of the Sponsor.
- **5. Prizes:** Winners will receive the award or giveaway listed on the Promotion's site. Actual/appraised value may differ at the time of giveaway's award than what is advertised. The specifics of the award shall be solely determined by the Sponsor. No cash or other award substitution permitted except at Sponsor's discretion. The award is nontransferable. Any and all award related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of award or transfer/assignment of award to others or request for the cash equivalent by winners is permitted. Acceptance of award constitutes permission for PetVet365 to use recipient's or winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.



- **6. Odds:** If applicable to the Promotion, the odds of winning depend on the number of eligible entries received.
- **7. Winner selection and notification:** If applicable, winners of the Promotion will be selected in a random drawing under the supervision of the Sponsor. Winners will be notified via email at the email address they used to enter the Promotion within five (5) business days following the winner selection. The Sponsor shall have no liability for a recipient's failure to receive notices due to recipient's spam, junk e-mail or other security settings or for recipient's provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within five (5) business days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited, and an alternate winner selected.

The receipt by winner or recipient of the award offered in this Promotion is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER OR RECIPIENT (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN DISQUALIFICATION AS WINNER OR RECIPIENT OF THE PROMOTION AND ALL PRIVILEGES AS WINNER OR RECIPIENT WILL BE IMMEDIATELY TERMINATED.

- **8. Rights Granted by you:** By entering this Promotion, you understand that PetVet365, anyone acting on behalf of PetVet365, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Promotion, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.
- **9. Terms:** PetVet365 reserves the right, in its sole discretion to cancel, terminate, modify, or suspend the Promotion should (in its sole discretion) a virus, bug, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Promotion. In such case, the Sponsor may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. The Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Promotion or website or violates these Terms & Conditions.

The Sponsor has the right, in its sole discretion, to maintain the integrity of the Promotion, to void entries for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by the Promotion's rules; or the use of bots, macros or scripts or other technical means for entering.

Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Promotion may be a violation of criminal and civil laws



and should such an attempt be made, PetVet365 reserves the right to seek damages from any such person to the fullest extent permitted by law.

By entering the Promotion you agree to receive email communication periodically from the Sponsor. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the email communication or by replying to the email asking to be removed from future communications.

- **10. Limitation of Liability:** By entering you agree to release and hold harmless PetVet365, its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Promotion and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.
- 11. Disputes: THIS PROMOTION IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF KENTUCKY, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Promotion, participant agrees that any and all disputes which cannot be resolved between the parties and causes of action arising out of or connected with this Promotion, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Fayette County, Kentucky, and having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Promotion), and participant further waives all rights to have damages multiplied or increased.
- **12. Sponsor**: The Sponsor of the Promotion is PetVet365, PO Box 54408, Lexington, KY 40555.
- **13**. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram, Snapchat, YouTube, Pinterest, LinkedIn, Google, or any other social media or internet company. You understand that you are providing your information to the owner of this promotion and not to Facebook, Twitter, Instagram, Snapchat, YouTube, Pinterest, LinkedIn, Google, or any other social media or internet company.