

**HUMANEPRO
"BASICS DONE BETTER" VIDEO CONTEST
OFFICIAL RULES**

1. Disclosure

NO DONATION, PURCHASE, OR OBLIGATION OF ANY KIND IS NECESSARY TO PARTICIPATE, ENTER, VOTE, OR WIN. A DONATION OR PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT YET WON. THE ODDS OF WINNING DEPEND UPON THE NUMBER OF ENTRIES RECEIVED.

2. Sponsor

The HumanePro "Basics Done Better" Video Contest (the "Contest") is sponsored solely by the Humane Society of the United States (the "HSUS"), 700 Professional Drive, Gaithersburg MD 20879. The Contest is in no way sponsored, endorsed, administered by, or associated with Facebook.

3. Dates

The Contest will be divided into three (3) distinct phases. The entry period begins at 2:00pm Eastern Time ("ET") on February 26, 2021 and ends at 11:59pm ET on March 21, 2021 (the "Entry Period"). Judging begins at 9:00am ET on March 22, 2021 and ends at 6:00pm ET on April 9, 2021 (the "Judging Period"). Public voting begins at 12:00pm ET on April 13, 2021 and ends at 6:00pm ET on April 22, 2021 (the "Voting Period"). The HSUS's computer shall serve as the official timekeeping device for the Contest.

4. Eligibility

The Contest is open only to (a) U.S.-based animal shelters and rescue organizations that are recognized by the Internal Revenue Service ("IRS") as charitable organizations under § 501(c)(3) of the Internal Revenue Code, and (b) U.S.-based official county or municipal animal shelters (collectively, "Shelters"). Shelters that are affiliates, parents, or subsidiaries of the HSUS, Petco Foundation, or any other company involved in the implementation or execution of the Contest are not eligible. Shelters must have access to the internet in order to enter the Contest.

Individuals are not eligible to enter the Contest; all Entries must be submitted by and with the authorization of an eligible Shelter. However, individuals (including a Shelter's staff and volunteers) may be eligible to participate in the Contest as voters, as set forth in Section 7 of these official contest rules (the "Official Rules").

By entering the Contest, Shelters agree to be bound by the Official Rules and the decisions and interpretations of the HSUS, which shall be final and binding in all respects. The final determination of a Shelter's eligibility will be made by the HSUS in its sole discretion. The HSUS may request documentation of a Shelter's status (including, without limitation, the Shelter's IRS exemption determination letter or Form 990 filing) in order to verify such Shelter's eligibility and that failure to provide such documentation may result in the disqualification of the Shelter and any associated Entries.

5. How to Enter the Contest

To enter the Contest, eligible Shelters must visit <https://humanepro.org/expo/basics-done-better-video-contest> ("Contest Website") during the Entry Period and complete all information requested on the Contest entry form ("Entry Form"), which may include, without limitation, the Shelter's name, mailing address, and the name and contact information of the person who will serve as the Shelter's primary contact for purposes of the Contest (the "Shelter Contact"). Eligible Shelters must then follow the provided instructions to upload a video demonstrating an element of animal sheltering basics that they do well and from which others can learn (the "Video Submission"). **All Video Submissions must comply with the Video Submission Requirements set forth in Section 6 of the Official Rules.**

The completed Entry Form and Video Submission together comprise a Shelter's entry to the Contest (each an "Entry" and collectively, the "Entries"). Entries must be received during the Entry Period to be eligible. Limit two (2) Entries per Shelter (the "Entry Limit"). All Entries received in excess of the Entry Limit are void. Any attempt by a Shelter to submit additional Entries by using multiple/different email addresses, accounts, identities, registrations and logins, or any other methods will void all associated Entries, and the Shelter may be disqualified, at the HSUS's sole discretion. In addition, an Entry is void if it is generated using (a) scripts, macros, bots, or other automated software or programs, or (b) other means or practices that are intended to subvert the integrity of the Contest, as determined by the HSUS in its sole discretion.

Shelters must read the Video Submission Requirements and the Official Rules before submitting an Entry and follow directions carefully. Once an Entry is submitted, it cannot be modified or withdrawn. Moreover, all Entries shall become the property of the HSUS when received and will not be acknowledged or returned.

6. Video Submission Requirements

All Video Submissions must comply with the following requirements (collectively, the "Video Submission Requirements"):

- Video Submissions must be submitted in accordance with these Official Rules. Video Submissions submitted before the Entry Period begins or after it ends or received by mail, email, or any method other than as described in Section 5 of the Official Rules will not be accepted for entry into the Contest.
- Video Submissions must be in English.
- Video Submissions must be no longer than four (4) minutes in length.
- Video Submissions must be in .mp4 format.
- Video Submissions must not exceed 10GB in size.
- Shelter must be the sole owner and copyright holder of the Video Submission including, without limitation, all music, images, video, artwork, or other creative content contained in the Video Submission. Shelter must not have granted exclusive rights to all or part of the Video Submission to any other person or entity. Video Submissions that have been published, are awaiting publication, or have won other contests are not eligible.
- If the name, likeness, or other identifying information of any individual appears in its Video Submission, the Shelter must have obtained prior permission from such

individual (or if such individual is under eighteen (18) years of age, from such individual's parent or legal guardian) to use his/her name, likeness, or other identifying information in the Video Submission.

- Shelter must be the legal owner or permanent caretaker of any animal(s) depicted in the Video Submission, or if Shelter is not the legal owner or permanent caretaker of such animal(s), Shelter must have obtained prior permission from the legal owner or permanent caretaker of the animal(s) to depict the animal(s) in the Video Submission.
- Video Submissions must not contain any material that (a) invades the right of privacy of any individual; (b) infringes any trademark, trade name, trade secret, intellectual property right, or other common law or statutory right; (c) is unlawful, harmful, abusive, harassing, tortious, defamatory, vulgar, obscene, sexually explicit, libelous, hateful, or racially, ethnically, or otherwise objectionable as determined by the HSUS in its sole discretion; (d) violates any applicable local, state, or federal law or regulation; or (e) violates any term or provision of these Official Rules.

The HSUS alone shall determine whether a Video Submission complies with the Video Submission Requirements, and all decisions of the HSUS will be final. If a Video Submission fails to comply with the Video Submission Requirements, as determined by the HSUS in its sole discretion, the HSUS may disqualify such Video Submission. Without limitation, the HSUS also reserves the right, in its sole discretion, to disqualify any Video Submission that reflects negatively upon the HSUS, the Contest, or any other person or entity; is the subject of a notification of potential infringement or violation of law; is otherwise unsuitable for presentation in a public forum; or for any other reason.

By entering the Contest, Shelter represents and warrants that the Video Submission complies with the Video Submission Requirements and agrees to indemnify and hold harmless the HSUS from and against any and all third-party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses arising out of or related to any breach or alleged breach of the foregoing representations and warranties.

By entering the Contest, Shelter hereby grants permission for the Video Submission to be publicly posted on the HSUS's social media accounts or websites, at the HSUS's sole discretion. By entering the Contest, Shelter also grants the HSUS an unlimited, worldwide, royalty-free, irrevocable, perpetual, non-exclusive license and right to publish, use, publicly perform and display the Video Submission, and any derivative works thereof, in whole or in part, in any way, in any and all media, without limitation, and without consideration to the Shelter, for educational/training, promotional, publicity, outreach, and/or marketing purposes.

7. How the Winners Will Be Determined

Round 1: Judging Panel

Following the conclusion of the Entry Period, a panel of five (5) judges comprised of HSUS staff members (the "Judging Panel") will judge all eligible Video Submissions received during the Entry Period based on the following four (4) criteria:

- Accuracy (25%)

- Creativity/Originality (25%)
- Topic Selection (25%)
- Presentation (25%)

Subject to verification of eligibility and compliance with these Official Rules, the Shelters associated with the ten (10) highest scoring Video Submissions, as determined by the Judging Panel, will be deemed finalists (each individually a "Finalist" and collectively, the "Finalists"). Because each Shelter can submit up to two (2) Entries, a Shelter may have up to two (2) Video Submissions within the top ten (10) Video Submissions, in which case the Shelter would be named as a Finalist twice. In the event of a tie that would result in there being more than ten (10) Finalists, the Judging Panel scores for Creativity/Originality will serve as the tiebreaker. If a tie still exists following consideration of the Judging Panel scores for Creativity/Originality, the HSUS will conduct a random drawing of only those Shelters with tied scores to determine who will be deemed a Finalist. If a Finalist is found to be ineligible or to have violated the Official Rules, such Finalist will be disqualified, and the Shelter associated with the next highest scoring Video Submission will be named the Finalist. All decisions of the Judging Panel are final.

Round 2: Public Voting

During the Voting Period, the ten (10) Finalists' Video Submissions will be posted on the [HumanePro Facebook page](#) (the "Facebook Page") in random order. Individuals who are at least eighteen (18) years of age and who are not members of the Judging Panel are eligible to vote in the Contest ("Eligible Voters"). Eligible Voters must have a Facebook account and access to the internet in order to vote in the Contest.

To vote, Eligible Voters must visit the Facebook Page during the Voting Period, view the Finalists' Video Submissions, and vote by "liking" their favorite Video Submission. Eligible Voters may vote for more than one Video Submission by "liking" multiple Video Submissions; however, each Eligible Voter may vote for a particular Video Submission only once during the Voting Period (the "Voting Limit"). All votes received in excess of the Voting Limit are void. Any attempt by an Eligible Voter to submit additional votes by using multiple/different email addresses, accounts, identities, registrations and logins, or any other methods will void all associated votes. In addition, a vote is void if it is generated using (a) scripts, macros, bots, or other automated software or programs, or (b) other means or practices which are intended to subvert the integrity of the voting process, as determined by the HSUS in its sole discretion. Moreover, if a Shelter or any of a Shelter's employees or volunteers is found to have encouraged others to engage in behaviors that are intended to subvert the integrity of the Contest (including, without limitation, offering payment or other consideration in exchange for votes or asking Eligible Voters to exceed the Voting Limit), such Shelter may be disqualified, at the HSUS's sole discretion.

By participating in the Contest by voting, Eligible Voters agree to be bound by the Official Rules and the decisions and interpretations of the HSUS, which shall be final and binding in all respects.

Tabulation of Winners

At the end of the Voting Period, the HSUS will tally the total eligible votes received by each Video Submission during the Voting Period. Subject to verification of

eligibility and compliance with these Official Rules, the Finalist whose Video Submission received the highest number of eligible votes will be deemed the "First Place Winner," the Finalist whose Video Submission received the second highest number eligible votes will be deemed the "Second Place Winner," and the Finalist whose Video Submission received the third highest number of eligible votes will be deemed the "Third Place Winner," and so on until all ten (10) winners (collectively, the "Popular Vote Winners") are named. In the event of a tie, the overall Judging Panel scores for each Video Submission will serve as the tiebreaker. If a tie still exists following consideration of the Judging Panel scores, the Judging Panel score for Creativity/Originality will be serve as the tiebreaker.

In addition to the Popular Vote Winners, the Finalist whose Video Submission receives the highest overall score from the Judging Panel in Round 1 will be named the "Judges' Choice Winner." A Finalist may be named both the Judges' Choice Winner and one of the Popular Vote Winners. In the event of a tie for the highest Judging Panel score, the Judging Panel scores for Creativity/Originality will serve as the tiebreaker.

The Popular Vote Winners and the Judges' Choice Winner are each individually referred to as a "Winner" and collectively as the "Winners."

8. Prizes

Each Winner will receive the corresponding prize set forth below (each a "Prize" and collectively, the "Prizes").

Winner	Prize	Approximate Retail Value ("ARV") of Prize
1 st Place Winner	\$3,000 grant from the HSUS and two (2) individual registrations for Animal Care Expo 2022	\$3,558
2 nd Place Winner	\$2,500 grant from the HSUS and two (2) individual registrations for Animal Care Expo 2022	\$3,058
3 rd Place Winner	\$2,000 grant from the HSUS and two (2) individual registrations for Animal Care Expo 2022	\$2,558
4 th Place Winner	\$500 Amazon.com gift card	\$500
5 th Place Winner	\$500 Amazon.com gift card	\$500
6 th Place Winner	\$500 Amazon.com gift card	\$500
7 th Place Winner	\$250 Amazon.com gift card	\$250
8 th Place Winner	\$250 Amazon.com gift card	\$250
9 th Place Winner	\$250 Amazon.com gift card	\$250
10 th Place Winner	\$250 Amazon.com gift card	\$250
Judges' Choice Winner	\$2,000 in grant funds from the HSUS	\$2,000

All Prizes shall be awarded according to the terms and conditions set forth in Sections 9-10 below. The total ARV of all Prizes in the Contest is \$13,674.

9. Prize Terms and Restrictions.

Prizes are not transferable. No substitution of Prizes is permitted except at the sole discretion of the HSUS, and the HSUS reserves the right to substitute a Prize or any portion thereof with another Prize of equal or greater value if a Prize becomes unavailable for any reason. No cash prizes will be awarded. The actual retail value of a Prize may vary. Winners will not receive the difference between the actual retail value of a Prize and the Prize's ARV. Any federal, state, or local taxes on Prizes and any expenses related to the acceptance and/or use of the Prizes not specified herein as being awarded are the responsibility of the associated Winner.

10. Winner Notification/Prize Claims

The HSUS will announce the Winners live at Animal Care Expo 2021 on April 23, 2021. Winners will also be notified by email to the Shelter Contact no later than April 26, 2021. Winners do not need to be present at Animal Care Expo 2021 to win.

Each Winner will be required to complete and sign an affidavit of eligibility and liability release, a W-9, and, where legal, a publicity release, all of which must be returned within fourteen (14) days of attempted prize notification or the Winner's Prize will be forfeited and, at the HSUS's sole discretion, may awarded to an alternate Winner. In addition, Winners whose Prizes include a grant of funds from the HSUS will be required to execute a grant agreement and provide an accounting for the use of those funds to the HSUS, as set forth in the grant agreement.

In the event that a Winner is unable to accept a Prize, the Prize will be forfeited and awarded to an alternate Winner. Further, in the event of noncompliance with these Official Rules, or if a Prize or Prize notification is unclaimed or returned as undeliverable, the Prize will be forfeited and, at the HSUS's sole discretion, may be awarded to an alternate Winner.

By accepting a Prize, a Winner consents to the HSUS's use of Winner's name, photographs, likenesses, trademarks, statements, and any other information contained in Winner's Entry for Contest-related, promotional, and other purposes in perpetuity in all media now known or hereafter developed worldwide, without notice, review or approval, and without additional compensation, except where prohibited by law.

By accepting a Prize, a Winner acknowledges compliance with these Official Rules and agrees to release and hold harmless the HSUS, Petco Foundation, Facebook, and each of their respective affiliates, officers, directors, employees, independent contractors, representatives, and agents ("Releasees") from and against any claim or cause of action arising out of the receipt, redemption, or use of any Prize, including any injuries or damages of any kind sustained in connection with the use, acceptance, possession, or awarding of any Prize.

RELEASEES MAKE NO WARRANTY, REPRESENTATION, OR GUARANTEE, WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF ANY PRIZE OR ANY PORTION THEREOF.

11. Limitation of Liability

By participating in the Contest, each Shelter and Eligible Voter agrees that the Releasees are not responsible for printing, typographical, human or other errors of any kind in any Contest-related materials or for stolen, lost, late, misdirected, damaged, returned, postage due, separated, undelivered, incomplete, unintelligible, or illegible Entries or votes. Releasees are also not responsible for malfunctions of electronic equipment, computer hardware, or software or other technical problems related to the Contest Website, Facebook Page, or any other website, including, without limitation, any injury or damage to any computer or computer equipment related to or resulting from participation in the Contest.

By participating in the Contest, each Shelter and Eligible Voter agrees (a) to waive all rights to bring any claim, action or proceeding against any of the Releasees in connection with the Contest; and (b) to forever and irrevocably agree to release and hold harmless each of the Releasees from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with such Shelter's or Eligible Voter's participation in the Contest.

If, for any reason, the Contest is not capable of running as planned, or infection by computer viruses, bugs, or tampering, unauthorized intervention, fraud, actions of participants, technical failures, or any other causes corrupt or infect the administration, security, fairness, integrity, or proper conduct of the Contest, the HSUS reserves the right, at its sole discretion, to (i) disqualify any votes, Entries, or Shelters, and/or (ii) cancel, terminate, modify, or suspend the Contest and, at its sole discretion, award the Prizes from among all eligible non-suspect Entries validly received prior to the action requiring such modification. Persons found to be tampering with or abusing any aspect of the Contest, as determined solely by the HSUS, will be disqualified along with any and all associated Entries and/or votes. Further, any attempt to deliberately damage or undermine the legitimate operation of the Contest Website may also be in violation of criminal and civil laws. Should such an attempt be made, the HSUS reserves the right to seek remedies and damages (including attorney's fees) from any such individual to the fullest extent of the law, including criminal prosecution. By participating in the Contest, each Shelter and Eligible Voter agrees that the Contest is governed only by the laws of the District of Columbia for the resolution of all claims and disputes, without regard to its conflict of laws principles.

12. Privacy

Information submitted in connection with the Contest will be treated in accordance with these Official Rules and the HSUS's privacy policy (the "Privacy Policy"), which may be amended from time to time and which is currently available at <http://www.humanesociety.org/privacy.html>. If there is any conflict between these Official Rules and the Privacy Policy, the terms and conditions of the Official Rules shall prevail. **Notwithstanding anything to the contrary contained herein, by participating in the Contest, each Shelter and Eligible Voter consents to the**

HSUS's use of any information submitted in connection with the Contest as may be required to administer the Contest and deliver the Prizes.

13. List of Winners

For the names of the Winners, please send your request and a stamped, self-addressed envelope to:

HumanePro "Basics Done Better" Video Contest
c/o The Humane Society of the United States
700 Professional Drive
Gaithersburg, MD 20879
Attn: Bryant Taylor, Law Enforcement Training Center

Requests must be received by May 31, 2021.