2019 Purina® Check-R-Board® Days Sweepstakes

Official Rules

1. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCE OF WINNING. SWEEPSTAKES VOID WHERE PROHIBITED. Welcome to the Purina® Check-R-Board® Days Sweepstakes (the “Sweepstakes”). These specifications, terms and conditions relating to the Sweepstakes comprise these Official Sweepstakes Rules (“Rules”) and shall govern and apply to all participation and activity arising out of and relating to the Sweepstakes. Communication with Purina Animal Nutrition LLC (the “Sponsor”) through its Sweepstakes-related web properties shall additionally be governed by the prevailing and posted Privacy Statement, Terms of Use, and other disclosed terms and conditions. In the event of a conflict between the Rules and any other official Sweepstakes-related communications by Sponsor(s), these Rules shall govern. Participant shall review these Rules which, by Participant’s participation and as a condition to claiming, redeeming, and use of any Sweepstakes prize, Participant agrees THESE RULES will govern all aspects of Participant’s relationship with the Sweepstakes and Sponsor(s). These Rules cannot be modified or superseded except by Sponsor(s), in its reasonable discretion, in a written revision to these Rules posted on the official sweeps webpage (www.PurinaMills.com) (“Site”) and, at Sponsor(s)’ sole discretion, other potential official Sweepstakes communication methods reasonably calculated to reach potential, active, or historical Participants.

2. ELIGIBILITY: Sweepstakes entrants must be a legal resident of the fifty (50) United States or the District of Columbia, and the age of majority or older in their state or jurisdiction of residence as of July 1, 2019. Employees, officers and directors of Purina Animal Nutrition LLC (the “Sponsor”), and all of its respective parents, subsidiaries, divisions, affiliates, suppliers, printers, distributors and advertising, promotional and judging agencies, (and their respective IRS dependents, immediate family members [parents, children, siblings and spouse]) and individuals residing in their same household (whether or not related) (collectively, “Sponsor and Sweepstakes Parties”) are not eligible to participate in or win the Sweepstakes (as defined below).

3. TIMING: The Purina® Check-R-Board® Days Sweepstakes is scheduled to begin at 9:00:01 a.m. Eastern Time (ET) on July 1, 2019 and end at 11:59:59 p.m. ET on December 31, 2019 (the “Sweepstakes Period”).

4. HOW TO PARTICIPATE IN THE SWEEPSTAKES: There are two (2) ways to participate in and enter the Sweepstakes: (1) Complete an original official entry form as outlined on the form available at participating Purina retailers. (2) Complete an original official “Digital” entry form available at participating Purina retailers. No purchase necessary to obtain either paper or digital official entry form (whichever is made available at the Purina retail location).

Entries must be submitted on the official entry form and may be submitted in person at participating Purina retailers through December 31, 2019 or mailed to: Check-R-Board® Days
Sweepstakes, P.O. Box 23781, Knoxville, TN 37933. Mailed entries must be postmarked by December 31, 2019 and received by January 11, 2020. No copies or mechanical reproductions will be accepted. There is a limit of one (1) Sweepstakes entry per person, regardless of method of entry, during the entire Sweepstakes Period. All entries become the property of Sponsor and will not be returned.

5. SWEEPSTAKES PRIZES: One (1) Grand Prize: One (1) 2019 Polaris® Ranger 500 (the “Utility Vehicle”), Approximate Retail Value (ARV) $9,499.00. The Utility Vehicle is equipped with standard features and all Utility Vehicle specifications are subject to Sponsor’s complete discretion. Winner must pick up Utility Vehicle from the authorized Polaris® Dealer nearest winner’s residence within thirty (30) days of notice from Sponsor of Utility Vehicle availability. One (1) First Prize: One (1) Trip-for-Two to the Purina Animal Nutrition Center in Gray Summit, Missouri. ARV: Up to three thousand dollars ($3,000). Actual value of the First Prize trip depends on date, time, and city of departure. One (1) Second Prize: Orion® 65 Cooler, ARV $499.00. Grand Prize, First Prize and Second Prize may be referred to as “Prizes.”

PRIZE CONDITIONS: Prizes are awarded “AS IS” with no warranty, representation or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. There are no warranties on the Prizes except as may be offered to the winner by the manufacturer, and winner shall look solely to the manufacturer (and not Sponsor) for any issues or claims. ADDITIONAL SERVICES AND/OR ITEMS MAY BE REQUIRED TO USE THE PRIZE(S), AND THOSE SERVICES AND ITEMS ARE NOT INCLUDED BUT MUST BE PURCHASED OR OTHERWISE OBTAINED AT THE WINNER'S TIME AND EXPENSE IN ORDER TO USE THE PRIZE(S).

The winner will be solely responsible for any additional features, upgrades, or options to the Prizes. The winner is solely responsible for any and all obligations, costs, fees, all federal, state and local taxes, assessments and expenses related to the Prizes, including, but not limited to, sales or income tax, luxury tax, destination charges, registration, license requirements, title and license fees, insurance, tax, gas, maintenance, additional equipment or accessories, and all other costs associated with transporting, claiming, registering, owning, or using the Utility Vehicle. All other costs and expenses not expressly set forth herein are the winner’s sole responsibility.

ARV for all Prizes available in the Sweepstakes is twelve thousand four hundred and ninety-eight dollars ($12,998.00). Limit one (1) prize per person. No cash or other substitution, assignment, or transfer of Prizes is permitted, except that Sponsor reserves the right, but has no obligation, to substitute a prize with another prize of comparable value. Sweepstakes Prizes will be awarded to individual winning participants and should be retained by such individuals only in conformity with these Official Rules.

Travel for First Prize winner must occur between March 1, 2020 and December 31, 2020. Trip consists of: Round trip coach airfare for two (2), one (1) or two (2) hotel rooms for two (2)
nights depending on the nature of the relationship between winner and guest (maximum of four (4) room nights total), one (1) $100 gift card to cover meals, access to the Purina Animal Nutrition Center, transportation at Sponsor’s discretion to and from the airport and to and from the hotel to the Purina Animal Nutrition Center, and any additional events that Sponsor might deem appropriate in its sole discretion. First Prize winner and guest must travel on the same flight itinerary and comply with all security requirements. First Prize winner and guest must have all necessary identification and/or travel documents (e.g. a valid U.S. driver’s license) required for travel within the United States. First Prize winner and guest must travel on dates specified by Sponsor, and in the event the guest is a minor, the guest must be the child or legal ward of the Winner. First Prize winner must accept the prize as stated or prize will be forfeited in its entirety and may be awarded to an alternate winner. Selection of airport, airline, hotel, event seating assignments, and travel dates are at Sponsor’s sole discretion. If the winner’s address is close enough to the Purina Animal Nutrition Center that air travel appears impractical, Sponsor reserves the right in its sole discretion to substitute ground transportation. Sponsor assumes no responsibility for canceled, delayed, suspended or rescheduled events (including airline flights) beyond its control, but Sponsor may, in its sole discretion, reschedule any such events or travel details. All other expenses not specifically mentioned herein are solely the responsibility of First Prize Winner and guest. All travel and accommodations are subject to availability, change and restrictions. First Prize winner and guest will be required to sign a travel/publicity release. The difference between any stated value and actual value will not be awarded to First Prize Winner.

6. DETERMINATION OF WINNERS: All potential winners will be selected by random drawings from among all eligible entries received. The random drawings will be conducted on or about January 30, 2020, and potential winners will be notified by mail on or about February 6, 2020 based on the contact information provided on the official entry form. All drawings will be conducted by the Administrator, Nies, an independent judging organization. Odds of winning depend on the number of eligible entries received. If a potential winner cannot be contacted after the first attempt; if potential winner fails to sign and return the Affidavit of Eligibility and Liability/Publicity Release within the required time period; if potential winner is otherwise ineligible pursuant to these Rules; or if a potential winner cannot receive the prize for any reason, then the potential winner will be deemed to have forfeited the prize. In the event of forfeiture by a potential winner, an alternate potential winner may be selected at random from among the eligible entries received during the Sweepstakes Period.

7. OTHER TERMS AND CONDITIONS: Entrants in the Sweepstakes must comply with all terms and conditions set forth in these Official Rules, and winning is contingent upon fulfilling all such requirements. Entrants agree to be bound by these rules and the decisions of the Sponsor and Administrator. Sweepstakes subject to all applicable federal, state and local laws, and void where prohibited.

Potential Sweepstakes Grand Prize and First Prize winner will be required to sign, have notarized, and return an Affidavit of Eligibility & Liability Release, and where lawful, a Publicity Release, within ten (10) days of notification. Should potential winner fail to comply with these requirements she/he will be disqualified and another potential winner selected in the place of the disqualified person. If any prize or prize notification is returned as non-deliverable, the
potential winner will be disqualified and another potential winner will be selected in the original potential winner’s place. Sponsor has no obligation for reimbursement or replacement of prizes. Traveling companion (or her/his parent/legal guardian should she/he be a minor in her/his state of residence) of the First Prize winner will be required to sign a Travel Liability/Publicity Release prior to departure for the First Prize trip. If traveling companion is a minor, said companion must be accompanied by First Prize winner, which must be companion’s parent or legal guardian, at all times during the prize trip. Winner’s companion cannot be changed after the companion’s Travel Liability/Publicity Release has been received, without approval by Sponsor. Prizes are not transferable or redeemable for cash, and must be accepted as awarded. Winners are responsible for any damage or loss associated with the use or enjoyment of prizes. Winner shall bear all risks of loss or damage to Prize after it has been delivered.

All/any taxes, fees and surcharges on prizes are the sole responsibility of winner. All other expenses on the receipt and use of the Prize not specifically mentioned herein are solely the responsibility of the Winners. Any portion of a prize not accepted by winner will be forfeited. By accepting the prize, winners (and First Prize traveling companion) agree, and consent to the Sponsor’s (and those acting under the Sponsor's authority) use and posting of the winner’s (and First Prize traveling companion’s) name, picture/portrait, likeness, voice and/or any/all submitted materials for advertising and promotional purposes without limitation, further consideration, or further compensation except where prohibited by law. BY PARTICIPATING IN THE SWEEPSTAKES, ENTRANTS, WINNERS (AND FIRST PRIZE TRAVELING COMPANION) AGREE THAT THE SPONSOR, ITS SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTION AGENCIES, AND ALL OF THE SPONSOR'S OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, WILL HAVE NO LIABILITY WHATSOEVER FOR ANY LIABILITY FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE(S) OR PARTICIPATION IN THIS SWEEPSTAKES OR PARTICIPATION IN ANY PROMOTION OR PRIZE RELATED ACTIVITY.

By participating in the Sweepstakes, entrants, winners (and First Prize Traveling Companion) agree to forever and irrevocably agree to release, defend, indemnify and hold harmless Sponsor from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys’ fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, the entrant’s entry, participation or inability to participate in the Promotion; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) typographical or printing errors in these Official Rules; (d) acceptance, receipt, delivery of, possession, defects in, use, nonuse, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the Prize(s); (e) change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including, but not limited to, acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or
actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, civil disturbance, insurrection, riot or other cause beyond Sponsor's control, or as otherwise permitted in these Official Rules; (f) any interruptions in or postponement, cancellation or modification of the Sweepstakes; (g) human error; (h) incorrect or inaccurate transcription, receipt or transmission entry (including, without limitation, registration information or any parts thereof).

Also, by participating, participants understand that Sponsor will use participant's name, address, email address and other personal information as provided in the entry for the purpose of administrating the Sweepstakes, and may be used to provide participants with information and offers that Sponsor sends to mailing list enrollees. From time to time, based on the interests participants have indicated on the entry form, Sponsor or the sponsoring Purina retailer may send participants information and offers from Sponsor's marketing partners. Participants will be given the opportunity to opt-out of future mailings and emails at any time. For Sponsor's complete Privacy Policy, visit https://www.landolakesinc.com/Privacy-Policy.

8. MISCELLANEOUS: All entries become the sole property of Sponsor and none will be returned. In the event of a dispute over person(s) responsible for an entry, the disputed entries will be deemed to belong to, and made by the authorized account holder of the email address from which the entry was originally submitted. The "authorized account holder" is deemed the natural person who is assigned to an email address by an Internet access provider, service provider or other online organization that is responsible for assigning email addresses for the domain associated with the submitted email address. A potential winner may be required to provide Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning entry.

If for any reason the Sweepstakes is not capable of running as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, device, failure of any email or entry to be received by Sponsor due to technical problems or traffic congestion on the Internet or at any web site, any combination thereof, or otherwise, including any injury or damage to entrant's or any other person's computer related to or resulting from participation, uploading or downloading any materials in the Sweepstakes. Sponsor is not responsible for late, inaccurate, lost, damaged, illegible, incomplete, stolen, postage due or misdirected entries. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY
BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

9. DISPUTE RESOLUTION & INDEMNIFICATION: Except where prohibited, by participating in this Sweepstakes, participant agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of participant(s) and Sponsor, shall be governed by and construed exclusively in accordance with the laws of the State of Minnesota without giving effect to any principles of conflicts of law of any jurisdiction and that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating, but in no event attorneys’ fees; and (c) under no circumstances will any participant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

10. WINNERS LIST: A complete list of Sweepstakes winners will be available by sending a stamped self-addressed envelope after February 25, 2020 to: Purina Check-R-Board Days Sweepstakes Winners, P.O. Box 23781, Knoxville, TN 37933.

11. SPONSOR: Purina Animal Nutrition LLC, 1080 County Road F West, Shoreview, Minnesota, 55126.