

2022 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, 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. These Rules cannot be modified or superseded except by Sponsor, in its reasonable discretion, in a written revision to these Rules posted on the official sweepstakes webpage (www.PurinaMills.com) ("Site") and, at Sponsor 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 at the time of entry. 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) 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 February 1, 2022 and end at 11:59:59 p.m. ET on December 31, 2022 (the "Sweepstakes Period").

4. HOW TO PARTICIPATE IN THE SWEEPSTAKES: There are two (2) ways to participate in and enter the Sweepstakes: **(1) In-Store Entry:** Complete an original official entry form as outlined on the form available at participating Purina retailers or complete an original official "Digital" entry form available at participating Purina retailers ("In-Store Entry") to receive one (1) entry into the Sweepstakes. Entrant must be physically present at a participating retailer when completing and submitting the official entry form. No purchase necessary to obtain either paper or digital official entry form (whichever is made available at the Purina retail location). Purina store locator available at <https://www.purinamills.com/where-to-buy-animal-feed?navid=where-to-buy>. Entries must be submitted on the official entry form and must be submitted in person at participating Purina retailers through December 31, 2022; OR **(2) Mail-In Entry:** Entrants may enter by mail by hand-writing his/her complete name (no initials), valid e-mail address, street address (P.O. Boxes not accepted), city, state, ZIP code, telephone number, and date of birth (MM/DD/YYYY) on a 3½"x5" card and mail it with sufficient postage to: Check-R-Board® Days Sweepstakes, P.O. Box 23781, Knoxville, TN 37933 ("Mail-In Entry") to receive one (1) entry into the Sweepstakes. All Mail-In Entries must be postmarked no later than January 31, 2023 and received on or before February 7, 2023 in order to be eligible. Mail-In Entries must be legibly hand-written. No copies or mechanical reproductions will be accepted. In-Store Entry and Mail-In Entry collectively referred to herein as "Entry" or "Entries". There is a limit of one (1) 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: Fifty (50) Grand Prizes: There are fifty (50) Grand Prizes available to be won. Each Grand Prize includes one (1) \$250 Purina e-gift card. Approximate Retail Value (ARV) of the Grand Prize: \$250 each. Total ARV of all prizes available to be won: \$12,500.

6. 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. Gift cards are not redeemable for cash and will not be replaced if lost or stolen. Gift card usage is subject to the issuing company's complete terms and conditions, including expiration dates. 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. All other costs and expenses not expressly set forth herein are the winner's sole responsibility. 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.

6. DETERMINATION OF WINNERS: All potential winners will be selected in a random drawing from among all eligible Entries received. The random drawing will be conducted on or about February 1, 2023, and potential winners will be notified by email and/or phone on or about February 8, 2023 based on the contact information provided on the official entry form. All drawings will be conducted by the Administrator, US Sweepstakes and Fulfillment Co., 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 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 remaining 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 Grand Prize winner will be notified by email and will be requested to confirm his/her shipping address within 48 hours of such notification. Should potential winner fail to comply with these requirements she/he will be disqualified and another potential winner may be 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. 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 agree, and consent to the Sponsor's (and those acting under the Sponsor's authority) use and posting of the winner'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 AND WINNERS 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 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 receipt or use of the Prize(s); (e) change in the pricing (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, pandemic, 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 of 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 administering the Sweepstakes, and may be used to provide participants with information and offers that Sponsor sends to mailing list enrollees. As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, including Sweepstakes Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. 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.landlakesinc.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 have been made by the authorized account holder of the email address provided with the Entry. 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. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect Entries or individuals from the Sweepstakes and any sweepstakes it sponsors and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize at random from among the eligible, non-suspect Entries received up to the time of the impairment. 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 1, 2023 (no later than March 1, 2023) to: 2022 Purina Check-R-Board Days Sweepstakes Winners, P.O. Box 23781, Knoxville, TN 37933.

11. **SPONSOR:** Purina Animal Nutrition LLC, 4000 Lexington Ave N, Arden Hills, MN 55126.