

## Official Rules for the 2019 Direct General National Pet Month Sweepstakes

### NO PURCHASE OR QUOTE NECESSARY.

### A PURCHASE OR QUOTE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. Eligibility:** The Sweepstakes is open only to legal residents of Alabama, Arkansas, Florida, Georgia, Illinois, Louisiana, Mississippi, Missouri, North Carolina, South Carolina, Tennessee, Texas, and Virginia who are at least eighteen (18) years old. Employees of Direct Administration, Inc. ("Sponsor"), Sponsor's affiliates, their advertising or promotional agencies, as well as the immediate family (spouse, parents, siblings, and children) and household members of those employees, are not eligible to enter.
- 2. Entry Period:** The Sweepstakes begins at 12:01 AM CT on May 1, 2019 and ends at 11:59 PM CT on May 31, 2019 (the "Entry Period"). Entries submitted before or after the Entry Period will not be eligible. Sponsor's computer is the official time-keeping device for the Sweepstakes.
- 3. How to Enter:** You may enter the Sweepstakes in one of the following ways: (1) Follow the link(s) to our Pet Month Sweepstakes page, complete the entry form and upload a photo of your pet; or (2) Hand print your name, complete address, email address, and/or phone number and sweepstakes name on a 3½" x 5" postcard and mail it to the Sponsor's address exactly as listed in section 13 below. A postcard entry form must be completed in its entirety and post-marked no later than May 31, 2019 to be valid. Entries will not be acknowledged. No correspondence or contact other than that specified in these Official Rules will be accepted as an entry in the Sweepstakes. Make sure your entry is family-friendly, that it does not violate any copyrights or other third party rights or applicable social media or website terms and conditions. There is a limit of one (1) entry per person, and you may not use multiple e-mail addresses to enter. The use of an agency or any automated system to enter is prohibited. Sponsor reserves the exclusive right to disqualify any entries received through prohibited methods or that are otherwise noncompliant. Sponsor reserves the right to edit or remove any Entry for any reason. By entering, you indicate your full agreement to these Official Rules and Sponsor's decisions regarding the Sweepstakes, which are final and binding. Winning a prize is contingent upon fulfilling all requirements in these Official Rules.
- 4. Rights to Entries:** By submitting an entry, you irrevocably grant Sponsor, its agents, licensees, and assigns the unconditional and perpetual (non-exclusive) right and permission to copyright, reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use the photo as-is or as-edited (with or without using your name) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from you or any other party.
- 5. Drawing:** On or about June 3, 2019, Sponsor will select Two (2) potential winners in a random drawing of all valid entries received. Sponsor will attempt to contact the winners by using the e-mail or telephone number provided at time of entry. If no response from potential is received within forty-eight hours, Sponsor will select another potential winner. The odds of being selected depend on the number of entries received.
- 6. Prize:** Two (2) winners will each receive a **\$125 PetSmart® gift card**. A winner is responsible for paying any applicable income taxes and any and all other costs and expenses not listed above. Any prize details not specified above will be determined by Sponsor, in its sole discretion. A prize may not be transferred and must be accepted as awarded. A winner may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason.
- 7. Requirements of Potential Winners:** Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release. If a potential winner is a minor, his/her parent or legal guardian will be required to sign the documents on his/her behalf. If a potential winner fails to sign and return these documents within the required time period, an alternate potential winner may be selected in his/her place in a random drawing of all remaining entries received. Only three (3) alternate potential winners may be contacted.
- 8. General Conditions:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes; or (b) award the prizes at random from among the eligible entries received up to the time of the impairment; or (c) terminate the Sweepstakes. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Sweepstakes, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof

of receipt of that communication. In the event of a dispute as to the owner of an online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the owner. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited.

9. **Release and Limitations of Liability:** By entering, you agree to release and hold harmless Sponsor, its parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the “Released Parties”) from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of entries; or (f) injury or damage to persons or property. You further agree that in any cause of action, the Released Parties’ liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney’s fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
10. **Privacy and Publicity:** Any information you provide when you enter the Sweepstakes will be used in accordance with Sponsor’s [Privacy Policy](#). Except where prohibited, participation in the Sweepstakes constitutes your consent to Sponsor’s use of your name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.
11. **Disputes:** You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Tennessee. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of Tennessee, without giving effect to any choice of law or conflict of law rules (whether of Tennessee or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Tennessee.
12. **Sponsor:** The Sweepstakes is sponsored by Direct Administration, Inc., 1281 Murfreesboro Road, Nashville, TN 37217. PetSmart, Inc. is not a sponsor of this Sweepstakes.
13. **Results:** For the name of the winner, please send a self-addressed stamped envelope to Direct Administration, Inc., 1281 Murfreesboro Road, Nashville, TN 37217, Attn: Sweepstakes Sponsor-Marketing Dept. Requests must be received within 30 days after the Sweepstakes end date.