

## 2012 Beneful® Dream Dog Park Contest Official Rules

**THIS CONTEST IS INTENDED FOR LEGAL RESIDENTS OF THE 48 CONTIGUOUS UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY. VOID IN AK, HI AND WHERE PROHIBITED. DO NOT ENTER UNLESS YOU MEET THE ELIGIBILITY CRITERIA AND ARE LOCATED IN THE 48 CONTIGUOUS UNITED STATES AT THE TIME OF ENTRY.**

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

- 1. ELIGIBILITY:** The 2012 Beneful® Dream Dog Park Contest ("Contest") is open only to individuals who are legal residents of the 48 contiguous United States and the District of Columbia, who are 18 years of age or older (19 years of age or older if a resident of AL or NE) and who own a dog. Open to amateur photographers and videographers only; professional photographers and videographers (defined as individuals who earn their primary income as a photographer or videographer) are not eligible. The following individuals are not eligible: employees, contractors, directors and officers of Nestlé Purina PetCare Company ("Sponsor"), its parent, subsidiaries and affiliated companies, and the web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Contest (collectively, "Contest Parties"), and the immediate family members (spouse, parent, child, sibling and spouse or "step" of each) of, and those living in the same households as, each such individual. Contest is void in AK, HI and where prohibited.
- 2. OVERVIEW:** The Contest consists of two rounds. In Round 1, entrants submit a photo and an essay. In Round 2, up to 20 Finalists chosen from eligible and approved entries in Round 1 will be invited to submit a video for a chance to win the Grand Prize.
- 3. TO ENTER: NO PURCHASE OR INTERNET SERVICE SUBSCRIPTION IS NECESSARY TO ENTER OR WIN.** Visit the Sponsor's Web Site at [www.BenefulDreamDogPark.com](http://www.BenefulDreamDogPark.com) (the "Web Site") between 12:00:01 p.m. ET on July 12, 2012 and 11:59:59 a.m. ET on August 22, 2012 (the "Entry Period") and follow the online instructions to complete the online entry form and upload a photo of you and your dog that shows how life is better when you are together, along with an essay (collectively, an "Entry") answering the question: "If you had \$500,000 to create a Dream Dog Park where you and your best buddy can play together, what would you do?" All Entries must adhere to the ENTRY REQUIREMENTS specified below.

Limit one Entry per household. **Only one dog** may be featured in each photo. The photo must be one image (not a collage). The dog featured/highlighted in the Entry must be owned by the individual submitting the Entry ("Entrant"). No correspondence about Entries will be entered into, nor will photos or essays be acknowledged or returned. If required information is not included, Entry will be disqualified.

Entries that meet the Conditions of Entry specified below may be posted at [www.BenefulDreamDogPark.com](http://www.BenefulDreamDogPark.com) and other social media sites during the Entry Period. Consumers may have an opportunity to rate each Entry, however ratings are for entertainment purposes only and will have no effect on the selection of Finalists (see section 6 below for details regarding selection of Finalists).

**ENTRY REQUIREMENTS FOR ROUND 1:** Each Entry must include the following:

- **A completed online entry form** including Entrant's name, home address, phone number, e-mail address, and the name, age, and breed of the dog featured in the Entry.
- **An essay** of 250 words or less (one to 250 words) that answers the question: "If you had \$500,000 to create a Dream Dog Park where you and your best buddy can play together, what would you do?" Essay must be written in English.
- **A photo** of the Entrant and his or her dog that shows how life is better when they are together. If the Entrant owns more than one dog, only one dog may be in the photo.

Entries must be received by 11:59:59 a.m. ET on August 22, 2012. The maximum file size for any photo uploaded to the Contest website is 3MB. Photos may be color or black/white and must be submitted in one of the following file formats: .GIF, .JPG, or .PNG. Photo may not include other dogs or people in the background. Photo must be a single photographic image – not a combination or collage of photos/images. Once the entry form is completed and the Entry is uploaded, the Entry is final and may not be modified or edited. Submission of an Entry is also subject to the Nestlé Purina PetCare Company Terms and Conditions for User-Generated Content at: <http://purina.com/general/TermsAndConditionsUserGeneratedContent.aspx>. **Entries which include a photo and essay that fail to strictly adhere to any of the requirements set forth in these Official Rules, including the requirements set forth in this section, as well as the requirements set forth in Section 4 and 5 below and the requirements of the Nestlé Purina PetCare Company Terms and Conditions for User-Generated Content, as determined by Sponsor, Cone LLC and/or the Contest Administrator, in their sole discretion, will be disqualified.**

**ENTRY REQUIREMENTS FOR ROUND 2:** Entrants selected as Finalists (up to 20) (“Finalists”) (see Section 6 below) will be notified on or about September 5, 2012. Finalists will be required to create, narrate and submit a video of up to two minutes in length to be eligible to win the Grand Prize. Any video submitted that is longer than 2 minutes will not be considered and will not be eligible. The video should answer the question: “ If you had \$500,000 to create a Dream Dog Park where you and your best buddy can play together, what would you do?” The video must be narrated by the Finalist and show the Finalist and his/her dog at a local dog park (a dog park is any contained public area where dog owners may allow their dogs to run off leash.) The dog featured in the video must be the same dog featured in the photo submitted in Round 1. The video should show the Finalist’s daily adventure together with his or her dog in the dog park and explain his/her idea(s) to make it even better if he/she won the chance to create his/her dream dog park. The video may be edited to include footage shot by the Finalist from other locations in order to help illustrate the Finalist’s idea(s), but all footage must comply with the Content Requirements and Conditions of Entry below.

**The video requirements are:**

- The video must be narrated by the Finalist and must include his/her dog. If the Finalist owns more than one dog, other dogs may be shown, but only one dog may be featured/highlighted in the video.
- Finalists must submit signed release forms for any identifiable people or dogs in the background of the video. The release forms will be provided to the Finalist within the information packet provided with the congratulations notice which will be sent via mail/email.
- The video must not exceed two minutes in length and must be in English.
- Sponsor will provide Finalists with options for background music, and Finalist may select one (1) piece of music from available selections to include in their video. Only background music provided by the Sponsor will be allowed.
- Finalists will be given instructions for uploading their video online. Videos must be received by 11:59:59 am ET on October 3, 2012. The maximum file size for any video file uploaded to the Contest website is 100MB. Video files must be submitted in one of the following file formats: avi, mov, mpg, or wmv. Once the Finalist video is uploaded, the video is final and may not be modified or edited. Submission of a video is also subject to the Nestlé Purina PetCare Company Terms and Conditions for User-Generated Content at <http://purina.com/general/TermsAndConditionsUserGeneratedContent.aspx>. **Videos that fail to strictly adhere to any of the requirements set forth in these Official Rules, including the requirements set forth in this section, as well as the requirements set forth in Section 4 and 5 below and the requirements of the Nestlé Purina PetCare Company Terms and Conditions for User-Generated Content, as determined by Sponsor, Cone LLC and/or the Contest Administrator, in their sole discretion, will be disqualified.**

Sponsor is not responsible for late or incomplete Entries or late submission of videos. If a problem occurs in the online submission process or in uploading a video Entrant/Finalists should

receive an "Error" message. However, the responsibility to electronically complete the entry process and upload a video is the Entrant's/Finalist's and neither Sponsor nor the Contest Administrator shall be responsible for any photo or essay or video not actually received due to incomplete or improper transmission. Similarly, neither Sponsor nor Contest Administrator has any obligation to advise Entrant of an incomplete Entry or video submission.

In the unfortunate event that the dog featured in Round 1 is not able to be part of the Round 2 video due to illness or other causes beyond the control of the Finalist, Sponsor reserves the right to allow the Finalist to substitute a video featuring another dog owned by the Finalist or a video created using photos and/or previously shot video of the dog featured in Round 1 for the video. Sponsor and Administrator will make the final decision as to whether to allow a substitution and what the Finalist will be allowed to do as a substitute for the video with the original dog.

#### **4. CONTENT REQUIREMENTS (Rounds 1 and 2):**

Entrants may capture the Round 1 photo and Finalists may capture the Round 2 video themselves, or Entrant/Finalists may have another person capture the photo or video provided that person is not a professional photographer and/or videographer. If someone other than the Entrant has captured the photo, the Entrant must have permission from that person to submit the photo or video and Entrant must be able to obtain a signed release from the photographer/videographer upon the request of Sponsor. The dog featured/highlighted in the Entry and video must be owned by the Entrant/Finalist and live in the same household as Entrant/Finalist. Because Nestlé Purina PetCare Company promotes the compassionate care of all pets, essays, photos and/or videos depicting or describing animals in unsafe conditions or not exemplifying responsible pet ownership, in Sponsor's sole discretion, will not be considered.

**No images of logos or mentions/images of branded products, other than those of the Beneful® brand, are allowed in the photo, essay or video.** Only mentions/images of Beneful® brand logos or products are allowed in the essay and/or photo submitted during Round 1 or the video submitted in Round 2. Any essay, photo and/or video that contains any other mentions/images of any other logos or branded products, including other Purina® brand products will be ineligible. Judging in Round 1 or Round 2 of the Contest will not be influenced by the inclusion or exclusion of the Beneful® brand logo, name or products in the essay, photo or video.

**5. CONDITIONS OF ENTRY (Rounds 1 and 2):** Entrant warrants and represents that the essay and photo submission for Round 1 and Finalist warrants and represents that the video submission for Round 2:

- (a) is original to the Entrant/Finalist (essay only; photo or video may be captured by someone other than the Entrant/Finalist if the Entrant/Finalist obtained permission to submit the photo or video, as set forth below) and has been legally created;
- (b) does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party;
- (c) has not been entered in previous contests (including a previous Beneful® Dream Dog Park Contest) or won previous awards;
- (d) has not been published or distributed previously in any media.

Entrant/Finalist warrants that he/she is the owner of the dog featured in the photo and video submission. If Entrant is selected as a Finalist, the Entrant/Finalist acknowledges and agrees that the Entrant/Finalist will execute an Affidavit of Eligibility and Release and Assignment of Rights, in which he/she will irrevocably assign and transfer to the Sponsor any and all rights, title and interest in each element of the Entry (photo and essay from Round 1 and video from Round 2), including, without limitation, all copyrights, and waive all moral rights in those works.

By submitting an Entry and/or video, Entrant/Finalist represents that he/she owns all rights to each element, including, without limitation, the copyrights in the photo, essay and/or video. By submitting an essay, photo and/or video, Entrants/Finalists grant permission for use, submission and publication to Sponsor. If someone other than the Entrant/Finalist captured the photo or video, Entrant/Finalist further represents that

he/she has obtained an assignment of rights from the third party that captured the photo and/or video. Entrant/Finalist also acknowledges that he/she may be required to obtain a written assignment of rights to the materials produced by such individual. Sponsor's determination as to whether the photo or video violates the rights of any third party is final.

Each Entrant/Finalist irrevocably grants Sponsor and its affiliates, legal representatives, assigns, agents and licensees, the unconditional and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), each element of the Entrant's/Finalist's Entry and/or video, including, but not limited to, use of the Entrant's/Finalist's name, likeness, photograph or video (collectively, "Likeness"), and/or statements regarding his/her participation in this Contest (with or without using the Entrant's/Finalist's name) in any and all media without limitation as to time or territory, and without additional compensation or approval from the Entrant/Finalist or any other party. Entrant/Finalist waives intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the Sponsor's use of any element of the Entry or video, and agrees not to sue or assert any claim against the Sponsor for the use of any element of the Entry or video or Entrant's/Finalist's Likeness or statements.

Entrant/Finalist agrees to indemnify and hold Sponsor, its agencies and Contest Parties and their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "Indemnitees"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Indemnitees due to or arising out of the use of any element of Entrant's/Finalist's Entry or video, or the Entrant's/Finalist's conduct in submitting an Entry or creating a video or otherwise in connection with this Contest, including but not limited to claims for trademark infringement, copyright infringement, violation of an individual's right of publicity or right of privacy, or defamation. Entrant/Finalist further agrees to release Sponsor from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringes Entrant's/Finalist's rights with regard to any elements or ideas contained in any element of the Entry or video.

## **6. SELECTION OF WINNERS:**

**Round 1:** Entries will be judged by a qualified panel of judges ("Judges") who will evaluate each Entry based on the following judging criteria:

- (#1) Creativity of the idea(s) to inspire more opportunities to play with your dog at your neighborhood dog park (60%);
- (#2) Feasibility of bringing the idea to life (20%); and
- (#3) Effectively demonstrates how life is better together with your dog (20%).

For purposes of this Contest, "feasibility" is defined as the proposed dog park design being within the size and scope of a standard dog park and within the cost of the \$500,000 budget, as well as the design being safe and appropriate for dogs. Round 1 judging will be completed on or about September 5, 2012. Up to twenty (20) of the highest scoring Entries will be designated as the Finalists. In the event of a tie for the 20th Finalist spot, the tie will be broken based on the highest score in the first Judging Criteria, continuing thereafter to each Judging Criteria in order, as needed to break the tie.

**Round 2:** Up to twenty Finalists' videos will be revealed on the Beneful Web Site on or about October 10, 2012. The Finalists' videos will be posted for the public to vote for their favorite video at [www.BenefulDreamDogPark.com](http://www.BenefulDreamDogPark.com) starting on or about October 10, 2012 at 12:00:01 pm ET and ending on November 7, 2012 at 11:59:59 am ET ("Voting Period"). **Limit one (1) vote per person, per day. A "Day" is defined as the 24 hours between 12:00:00 am ET and 11:59:59 pm ET throughout the Voting Period. The**

**public voting will be tallied as a numbered rank between 1 and 20 with the video that receives the most votes receiving 20 points, and the video that receives the least votes receiving 1 point. A panel of judges will also judge the Finalist videos on the same judging criteria listed above:**

- (#1) Creativity of the idea(s) to inspire more opportunities to play with your dog at your neighborhood dog park (60%);
- (#2) Feasibility of bringing the idea to life (20%); and
- (#3) Effectively demonstrates how life is better together with your dog (20%).

The public voting rank will account for 20% of the final score and the judges scores will account for 80% of the total score. The Finalist with the highest combined score will be declared the Grand Prize winner and the remaining nineteen (or less) Finalists will be declared the Runner-Up Winners. In the unlikely event that voting results in a tie, the Entry with the highest score based on the official judges scoring from the First Round will be declared the winner.

A Finalist may encourage family and friends to vote for his or her Entry, but a Finalist may not attempt to induce others to vote for his or her Entry through the use of any incentive, sweepstakes or other promotion. Any use of automatic voting methods by any party will void all such votes and will result in the Finalist's video in question being declared ineligible and disqualified from the Contest. Any attempt by a Finalist and/or his/her family or friends or community to vote more than one time per day using multiple names and/or email addresses, "bot" technology and/or any other fraudulent mechanism, as determined by Sponsor in its sole discretion, shall give Sponsor the right to disqualify the Finalist in Sponsor's reasonable discretion.

## **7. PRIZES:**

**ONE (1) GRAND PRIZE:** The Grand Prize winner will receive \$10,000 cash and a one (1) year supply of Beneful® brand dry dog food for one (1) dog, awarded as 16 manufacturer's coupons (up to \$19.99 each) which may be redeemed for one (1) 15.5 lb or smaller package of Purina® Beneful® brand Dog Food any variety. Approximate retail value: \$10,319.84.

Sponsor will also award a dog park makeover valued at up to \$500,000, which will be awarded as an in-kind donation to an existing dog park in or near the Grand Prize winner's area (provided an existing and suitable dog park exists), chosen entirely at the discretion of the Sponsor. The dog park may be the dog park featured in the winner's Entry and/or video or it could be another dog park in the winner's area. **The dog park featured in the Entry and/or video may be considered for the dog park makeover, but Sponsor will determine the dog park that will receive the makeover in Sponsor's sole discretion. The dog park receiving the makeover will be either a public dog park or a non-profit dog park with federal tax exempt status.** If no suitable, existing dog park exists in the Grand Prize winner's area, Sponsor will select a dog park in another area to receive the makeover. The in-kind donation will include design, construction and project administration services, all necessary permits, building supplies and materials, and all other elements relating to the renovation of the dog park. If the design and renovation of the dog park costs less than \$500,000, the remaining balance will **not** be awarded to the dog park either as an in kind or cash donation. The \$500,000 award will not be used to purchase land for a new dog park, but may be used, at the Sponsor's discretion, in part to add land to an existing dog park if the design plans require additional space.

Upon selection of the dog park that will receive the renovations, Sponsor and various representatives of Sponsor, including a Dream Design Team chosen by Sponsor, will work on the design for the dog park. The winner's ideas will be considered in the design element phase; however, the winner's ideas are not guaranteed to become part of the renovations. The unveiling of the park renovation will take place in the Spring of 2013 if all elements of the planning and building phases go as scheduled. Sponsor will not be responsible for delays in planning, approval, building or other issues out of its control.

**NINETEEN (19) RUNNER-UP PRIZES:** Each Runner-Up will receive a one year supply of Beneful® brand dry dog food for one (1) dog, awarded as 16 manufacturers coupons (up to \$19.99 each) which may be redeemed for one (1) 15.5 lb. or smaller package of Purina® Beneful® brand Dog Food any variety. Approximate Retail Value: \$319.84/each. Limit one prize per person/household.

**8. GENERAL CONDITIONS:** Finalists are subject to verification, including without limitation, verification of eligibility and compliance with these Official Rules. Potential Finalists will be required to irrevocably assign and transfer to Sponsor any and all rights, title and interest in his/her Entry and video, including, without limitation, all copyrights, and agree to waive all moral rights in that Entry and video. Finalists will be required to complete, sign and return an Affidavit of Eligibility, Liability Release, Copyright Assignment and, where lawful, a Publicity Release. All completed documents must be returned to Sponsor within 7 days of the date notice was sent or Finalist status will be forfeited and an alternate Finalist may be selected. **Finalist or Winner status must be kept confidential until publicly revealed by Sponsor. Failure to comply may result in disqualification.** The Grand Prize winner and Runner-Up Prize winners may also be required to sign additional documents, as deemed necessary by Sponsor in its sole discretion. Grand Prize winner and Runner-Up Prize winners are solely responsible for any taxes on their respective individual prizes. No substitution of prizes is offered, except at the sole discretion of the Sponsor. Prizes are non-transferable. If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion to cancel, modify or terminate the Contest. Further, Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest; (b) violating the Official Rules; or (c) acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to require Grand Prize winner and/or runner-up Prize winners to submit to a confidential background check to confirm eligibility as a condition of awarding the prize to help ensure that the use of any such person in advertising or publicity for the Contest will not bring Sponsor or Contest Parties into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest as determined by Sponsor in its sole discretion. Entrants/Finalists agree that the Sponsor has the sole right to decide all matters and disputes arising from this Contest and that all decisions of Sponsor are final and binding. This Contest is governed by the laws of the state of Missouri, and by entering Entrants/Finalists agree that all claims or disputes must be resolved exclusively in the federal or state courts in St. Louis, Missouri.

**9. LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by Sponsor or Contest Parties resulting from any user's participation in or attempt to participate in the Contest or ability or inability to upload or download any information in connection with participating in the Contest. No responsibility or liability is assumed by the Sponsor or Contest Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or the Web Site; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. Sponsor and Contest Parties are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Web Site. Use of the Web Site is at user's own risk. Sponsor and the Contest Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's

computer equipment resulting from participation in the Contest, use of the Web Site or the download of any information from the Web Site. By participating in the Contest, the Entrant releases Sponsor and Contest Parties from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Contest. By accepting a prize in the Contest, Winners agree that the Sponsor and Contest Parties shall not be liable for any loss or injury resulting from participation in the Contest, acceptance or use of any prize. Sponsor and Contest Parties are not liable in the event that any portion of the Contest or scheduled commercial broadcast is cancelled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event").

**10. Winners List:** For a list of the Grand Prize and Runner-Up Prize Winners, visit [benefuldreamdogpark.com](http://benefuldreamdogpark.com) or send a self addressed, stamped, #10 envelope to: 2012 Beneful Dream Dog Park Contest Winners List, Dept. HH, P.O. Box 5700, Clinton, IA 52736-5700. Requests must be received by October 31, 2012.

**11. Sponsor:** Nestlé Purina PetCare Company, Checkerboard Square, St. Louis, MO 63164.

**Contest Administrator:** Promotion Fulfillment Center, 311 21<sup>st</sup> St., Camanche, IA 52730.