

STELLA & CHEWY'S A KIBBLE ABOVE CONTEST

1. **SPONSOR and PRIZE PROVIDER:** Stella & Chewy's 111 W Oakview Parkway Oak Creek, WI 53154 ("Sponsor").

2. **ELIGIBILITY:** To be eligible for the Stella & Chewy's A Kibble Above Contest ("Contest"), at the time of entering you must be: [a] a person legally residing in, and physically located within, the 50 United States, or the District of Columbia [b] 18 years of age or older or the age of majority in your state of primary residence (whichever is older) and [c] not an employee of Sponsor or its/their respective parent, subsidiary, affiliated or successor companies, the advertising, promotional or fulfillment agencies of any of them (individually and collectively, "Entities"), nor a household member or immediate family member of any such employee. "Household members" shall mean people who share the same residence at least three months a year. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. Subject to all applicable federal, state, local and municipal laws and regulations. Void where prohibited.

3. **HOW TO ENTER:** During the period commencing on or about at 8:01 A.M. CT on August 1, 2017 and ending at 11:59 P.M. CT on August 31, 2017 ("Entry Period"), eligible entrants may enter this Contest via Facebook, Twitter or Instagram as more fully described below. For purposes of these Official Rules ("Rules"), all times and days are Central Time and the Sponsor's computer will be the time keeping device for the purposes of this Contest.

To participate in the Contest, you must have an active account on Facebook, Twitter and/or Instagram ("Account"). If you do not have an Account, you can create one. Creating an Account is free. You must accept the Facebook, Twitter and/or Instagram Terms of Use to create an Account and you must be logged in to your Account in order to enter the Contest. Once you have logged into your Account you may enter the Contest by posting an original photo or video along with the story of how you go above and beyond for your dog! Then post that picture/video to Stella & Chewy's Facebook page (<https://www.facebook.com/stellaandchewys>) or to your Twitter or Instagram account with #akibbleabove and tag @stellaandchewys in the post (post must be public to insure entry); doing so creates one (1) "Entry" into the Contest. Limit one (1) Entry per day. In order for an Entry to be valid, your post must be public and viewable by the Sponsor and any comments must be in good taste (see Section 5) and otherwise comply with these Rules. All incomplete or non-conforming entries will be disqualified. The use of Instagram requires a mobile device and therefore message and data rates may apply.

4. **ENTRIES:** By submitting an Entry, you agree that any Entry you make is not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and Sponsor in any way, and that you have no expectation of any review, compensation or consideration of any type (other than the chance to win the Grand Prize or Second Place Prizes described herein). You further agree that your Entry will not contain any content that would infringe or violate any right of a third party including without limitation: (a) copyright, patent, trademark, trade secret or other proprietary or contractual rights. This includes any trademark, trade name or logo of any third party or naming/referencing/depicting a third party (living or dead) without his/her written consent; (b) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (c) any confidentiality obligation.

In addition to the foregoing requirements, Entries may not contain, and Sponsor, in its sole discretion, may disqualify any Entry that: (i) is sexually explicit or suggestive, dangerous, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or

contain nudity; (ii) promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (iii) is obscene or offensive, or endorses any form of hate or hate group; (iv) defames, misrepresents or contains disparaging remarks about Sponsor, or other products, people or companies; (v) contains trademarks, logos or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, or advertises or promotes any brand or product of any kind, without permission, or contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; (vi) contains copyrighted materials owned by others (including music, photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission; (vii) contains materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission; (viii) communicates messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and/or (ix) is in violation of any law or regulation. Entries that do not meet the requirements and specifications listed above and that are otherwise inappropriate, objectionable, or unsuitable for the uses contemplated in these Rules, may be disqualified, as determined by Sponsor in its sole discretion. Once an Entry is submitted, it cannot be modified.

By submitting an Entry, you hereby grant Sponsor and its respective licensees, distributors, agents, representatives and other authorized users, a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable (in whole or part) worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights you own or control to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify, create derivative works based upon, perform and otherwise exploit such Entries, in whole or in part, in all media formats and channels now known or hereafter devised (including on Sponsor's websites, on third party web sites, on Sponsor's broadcast and cable networks and stations, on Sponsor's broadband and wireless platforms, products and services, on physical media, and in theatrical release) for any and all purposes including entertainment, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity.

5. LIMITATIONS: All Entries must be posted by 11:59 P.M. CT on August 31, 2017 to be eligible. In event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person in whose name the Account is registered. Entries by any method other than set forth above are void. Any use of automated or programmed methods of effecting Entry is prohibited. Neither the Entities, Instagram, nor any of their respective officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees") are responsible for Entries from persons residing, or physically located, outside the Territory; Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misdirected, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Rules; or for lost, interrupted or unavailable network, server or other connections; miscommunications; failed phone, computer hardware or software or telephone transmissions; technical failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable emails resulting from any form of active or passive email filtering; insufficient space in your email account to receive email; or other errors of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes; even if caused by the negligence of any of the Releasees. Each of such potential Entries will be disqualified and any attempt by a person to use multiple Accounts to register more than once may result in disqualification at Sponsor's sole discretion. Void where restricted by law and subject to all applicable federal, state,

provincial, territorial, local and municipal laws and regulations. Proof of submission of Entry does not constitute proof of receipt of same. Releasees are not responsible for any changes or unavailability of the Facebook and/or Instagram application that may interfere with the Contest (including any limitations, any restrictions, or any conditions on Sponsor's ability to use Instagram for the Contest as set forth herein) or ability of entrant to timely enter, receive notices or communicate with Sponsor via Facebook and/or Instagram, in which case Sponsor, in its sole discretion, may terminate or modify the Contest.

6. ONE (1) GRAND PRIZE: The winner of the Contest ("Winner") will receive a one year supply of Stella & Chewy's Raw Blend or Raw Coated Kibble up to \$1500 in ARV of Stella & Chewy's Kibble and a custom framed illustration of their dog. Total kibble bags received will be based on the dog's weight, of one dog, using the feeding guidelines on our bag to determine total number of bags and not to exceed \$1500 in ARV of Stella & Chewy's Kibble.

Approximate retail value ("ARV") of the Grand Prize: Depends on size of winner's dog, not to exceed \$1,500.

FIVE (5) SECOND PLACE PRIZES: The winners of the second place prizes ("Winner") will receive six months supply of Stella & Chewy's Raw Blend or Raw Coated Kibble up to \$750 in ARV of Stella & Chewy's Kibble. Total kibble bags received will be based on the dog's weight, of one dog, using the feeding guidelines on our bag to determine total number of bags and not to exceed \$750 in ARV of Stella & Chewy's Kibble.

Approximate retail value ("ARV") of the Second Place Prize: Depends on size of winner's dog, not to exceed \$750.

All elements of the Prizes are determined at the sole discretion of the Sponsor. Winner is not entitled to exchange or transfer prizes or to obtain cash or other substitutes, except Sponsor reserves the right to substitute prize or portions thereof of equal or greater value if a prize listed or any portion thereof is unavailable for any reason.

7. WINNER: On or about September 7, 2017, potential Winner will be selected from among all eligible Entries received. Judging criteria to determine the Grand Prize winner and Second Place Prize winners is based equally on the following criteria: (1) the level of high quality of the photo or video (if video this includes the audio quality as well) (2) the above and beyond nature of story that shows the unique love and care the parents give to their dog (3) the uniqueness and compelling nature of the photo or video.

Sponsor will send the potential Winner a Direct Message to their Account ("**Notification**"). In order to be declared a winner, you must meet the eligibility requirements in Section 2 above. Upon initial Notification by Sponsor, potential Winner must contact Sponsor at the email address or phone number provided by Sponsor and provide Sponsor with their contact information (name, email address, shipping address and/or phone number).

Failure to respond to the Sponsor within two (2) days of Sponsor's first notification attempt, or return of Sponsor's Notification message as undeliverable after two (2) attempts may result in disqualification and the selection of an alternate potential Winner, time permitting. The prize will be awarded, provided it is validly claimed by September 10, 2017, after which Sponsor will make reasonable efforts to select an alternate winner, time permitting. Sponsor is not responsible for changes to the Facebook, Twitter and/or Instagram Direct feature, the Facebook, Twitter and/or Instagram comment function or email functionality issues that may interfere with winner notification. Winner must meet all eligibility requirements. Potential Winner may be required to sign and return to Sponsor, within two (2) days of the date notice is sent, an affidavit of eligibility, and a liability/publicity release (except where prohibited).

At the sole discretion of the Sponsor, disqualification and forfeiture of the Grand Prize may result from any of the following: [a] potential Winner's failure to respond to Sponsor within two (2) days of Sponsor's first

notification attempt; [b] the return of Sponsor's notification message as undeliverable after two (2) attempts; [c] potential Winner's failure to provide Sponsor with satisfactory proof of eligibility; [d] potential Winner's failure to validly claim the Grand Prize by September 10, 2017 [e] potential Winner's failure to make his or her post public and viewable by the Sponsor as described above; [f] if a potential Winner is a Canadian resident, failure to correctly answer the Math Question; and [g] any other non-compliance with these Rules.

All taxes are the sole responsibility of the Winner. Winner will receive an IRS Form 1099 reflecting the actual value of the Grand Prize. Awarding of Grand Prize is contingent upon Sponsor's receipt of a validly executed IRS Form W-9.

8. CONDITIONS: By submitting an Entry in this Contest and/or accepting the Grand Prize or Second Place Prize you may win, you agree that: [a] you will abide by and be bound by these Rules and Sponsor's decisions regarding this Contest, which shall be final and binding in all respects; [b] the Entry will not be acknowledged or returned; [c] you release and hold harmless the Releasees and Facebook and Twitter and Instagram from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from participation in this Contest, including without limitation, the Entry process or selection of an Entry, the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of the Prize and/or any interaction with, or downloading of Contest information; [d] the Releasees do not make any representation, warranty or guarantee, express or implied, relating to these Contest or to the Prize; [e] Winner's acceptance of the Prize constitutes the grant to Sponsor and assigns an unconditional right to use Winner's name, address (city and state, province or territory only), voice, likeness, photograph (including without limitation, such Winner's Account profile photo), biographical and Prize information and/or statements about these Contest for any programming, publicity, advertising and promotional purposes without additional compensation, except where prohibited by law; [f] in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism, acts or regulations by Instagram, or other matters beyond the Sponsor's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of these Contest, so that they cannot be conducted as originally planned, Sponsor has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend these Contest; and in such event, to select Winner(s) by such method as Sponsor in its sole discretion shall consider equitable; [g] the Releasees are not responsible for typographical or other errors in the offer or administration of these Contest, including but not limited to: errors in the advertising, Rules, selection and announcement of the Winner(s) and distribution of the Prizes; [h] the Releasees are not responsible for any inability of any Winner to accept or use the Prize for any reason; [i] the Sponsor has the right, at any time and at its sole discretion, to disqualify you, if it suspects you are doing any of the following: (i) tampering or attempting to tamper with the entry process or the operation of these Contest or the Sponsor's Page; (ii) violating the Rules; (iii) violating the terms of service, privacy policy or other terms, conditions of use and/or general rules or guidelines of any Contest property or service; (iv) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, defraud, threaten or harass any other person or (v) for any other good cause as determined solely by the Sponsor; [j] Sponsor has the right to modify the Grand Prize award procedures at its sole discretion; [k] Prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including without limitation any implied warranty of merchantability or fitness for a particular purpose); and [l] any attempt by any individual to damage the Instagram platform or undermine the legitimate operation of this Contest or the Facebook, Twitter and/or Instagram platform is a violation of these Rules as well as criminal and civil laws, in the event Sponsor believes or becomes aware that such an attempt has been, is being, or will

be made, it has the right to seek remedies and damages from any responsible individuals to the fullest extent permitted by law, including without limitation criminal prosecution.

9. **DISPUTES:** Entrant agrees that: (a) any and all disputes, claims and causes of action at law or in equity arising out of or connected with this Contest, or the Prize awarded, other than those concerning the administration of the Contest or the determination of the Winner, 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 entering this Contest, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

10. **RULES & WINNERS' LIST:** For a copy of these Rules (before August 31, 2017) or for the name of Winner (after September 10, 2017) send an email to info@stellaandchewys.com with the subject line: Stella & Chewy's A Kibble Above Contest.

This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or Instagram.