

## Duralactin® Giveaway

- 1. Eligibility:** Duralactin® (the “Giveaway”) is open only to residents of the United States of America and its territories who complete the required fields from the web entry form, accessible from a QR code or from a direct link. The Giveaway is void where prohibited by law. Employees of PRN Pharmacal (the “Sponsor”) and their affiliates, subsidiaries, advertising and promotion agencies, suppliers of PRN Pharmacal and their immediate family members are not eligible to participate in the Giveaway. The Giveaway is subject to all applicable federal, state and local gaming laws and regulations of the United States of America and its territories. One entry per person.
- 2. Agreement to Rules:** By participating, you agree to be fully and unconditionally bound by these Rules, and represent and warrant that the entrant meets the eligibility requirements set forth herein.
- 3. Giveaway Period:** Entries will be received via an online web entry form through November 30, 2024.
- 4. How to Enter:** The Giveaway must be entered by scanning the QR code or by clicking the link. Each person may enter only once. Fill out the digital form with required information and ‘Tell us your story of how Duralactin has helped your animal’. You can also upload any pictures or videos, but this is not required to win.

### VIDEO SPECIFICATIONS:

All photo submissions should be in a \_\_\_\_\_ file format.

The videos that you upload must be your sole creative work and must not incorporate ideas or work of any other person or material that would require the consent of a third party in any jurisdiction. The photos must include only your pet, and you. Without limitation, the video must not infringe or violate any trademark, copyright, publicity right, privacy or any other right of any other person or entity, under any applicable law. By submitting an entry, you represent and warrant to Sponsor that the entry and everything depicted in the video are wholly original and do not infringe upon or otherwise violate any right of any person, entity, or any law, rule or regulation. Violation or breach of these representations or warranties may void your entry in Sponsor’s sole discretion and subject you to penalties and damages under applicable law. By participating in the Giveaway and uploading your video, you agree that Sponsor may post your video, image, likeness, copy, or any part thereof on the Site, in its retail stores or any other promotional or media outlets. Sponsor does not guarantee the posting of any video, video clip or still image of such video. You understand that your name, and submission may also be posted on the Site, in its retail stores or any other promotional or media outlets in connection with any Giveaway and used by Sponsor or any of its affiliates for the purpose of demographic studies, marketing research, third party vendor product and service development, contact information and promotions.

By entering any Giveaway, you agree and consent to Sponsor’s collection, use and retention of your submitted video, and personal information as disclosed to Sponsor for all purposes related to such Giveaway and the promotion of products (including, but not limited to, processing and administering entries, sharing an Entrant’s personal information with Sponsor’s service providers and contractors as necessary to conduct and operate any Giveaway, communicating with and promotional product recipient, and advertising, promoting and publicizing any Giveaway and Sponsor’s products in any and all media without further compensation).

All entries become the property of Sponsor and will not be returned or acknowledged. You will take all further acts necessary to effectuate the intent of these Terms & Conditions, including, without limitation, executing and delivering to Sponsor, all such agreements, contracts and any other documents to confirm Sponsor’s ownership of the entries and Giveaway Materials.

**GIVEAWAY VIDEO RESTRICTIONS:** No entry may contain, as determined by Sponsor, in its sole discretion, any content that:

- Is sexually explicit, obscene, suggestive, pornographic, or contains nudity;
- Is violent or derogatory of any ethnic, racial, gender, religious, professional or age group, or endorses any form of hate or hate group;
- Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous;
- Is profane or offensive;
- Defames, misrepresents or contains disparaging remarks about Sponsor, or its products or services or other people, products or companies;
- Contains trademarks, logos or trade dress (such as distinctive packaging or phraseology) owned by any entity;
- Contains copyrighted materials owned by any entity (including photographs and other works of art or images);
- Contains any personal identification, such as personal names, street or email addresses, or phone numbers other than Sponsor;
- Violates or encourages the violation of any law, rule or regulation;
- Contains materials embodying the names, likenesses or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead;
- Promotes any particular political party, agenda or message;
- Depicts animal cruelty; and/or
- Communicates messages or images inconsistent with the positive image and/or goodwill to which Sponsor wishes to associate.

#### **INDEMNIFICATION AND LIMITATION OF LIABILITY**

BY ENTERING THE GIVEAWAY, EACH ENTRANT AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS SPONSOR AND ITS PARENT, AFFILIATE AND SUBSIDIARY COMPANIES, THE RELEVANT SOCIAL MEDIA PLATFORM, ADMINISTRATOR, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM ANY LIABILITY, DAMAGES, LOSSES OR INJURY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THAT ENTRANT'S PARTICIPATION IN THE GIVEAWAY AND THE ACCEPTANCE, USE OR MISUSE OF ANY PROMOTIONAL ITEM THAT MAY BE RECEIVED. SPONSOR AND ITS PARENT, AFFILIATE AND SUBSIDIARY COMPANIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE PROMOTIONAL ITEM. SPONSOR AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH THE GIVEAWAY.

#### **PUBLICITY**

By participating, each Entrant grants Sponsor permission to use his/her name, likeness or comments for publicity purposes without payment of additional consideration, except where prohibited by law.

- 5. Rights Granted by you:** By providing this content you understand that the Sponsor, anyone acting on behalf of the Sponsor or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winning name, image, voice, likeness, or statements about the Giveaway, and biographical and/or clinic related information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.
- 6. Prizes:** A 6-month supply of canine, feline, or equine Duralactin product of the winner's choice will be awarded to **10 dog winners, 10 cat winners, and 10 horse winners**, selected out of entries received. No cash or other prize substitution permitted except at Sponsor's discretion. The Giveaway is nontransferable. Odds of winning vary depending on the number of entries received.
- 7. Winner selection and notification:** The winner of the Giveaway will be selected at random from the entries received in the Sponsor's sole discretion. The winner will be notified via email to the email address they entered for their entry by December 10, 2024.
- 8. Terms:** The Sponsor reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Giveaway should (in its sole discretion) causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Giveaway. In such case, the Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor.

- 9. Disputes:** THIS GIVEAWAY IS GOVERNED BY THE LAWS OF THE STATE OF MISSOURI, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Giveaway, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Giveaway, shall be resolved individually, without resort to any form of class action, exclusively before a court having jurisdiction located in the State of Missouri.
- 10. Privacy Policy:** Sponsor will not sell your information. It will only be used for the purposes set forth in paragraph 5 above.
- 11. Winner List:** To obtain a copy of the winner's names or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: PRN Pharmacal 8809 Ely Road, Pensacola, FL 32514 Attention: Tell Us Your Duralactin Story Giveaway.
- 12. Sponsor:** The Sponsor of the Giveaway is PRN Pharmacal 8809 Ely Road, Pensacola, FL 32514.



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