

## The Every Pet Project Terms and Conditions

### 1. Eligibility

The Every Pet Project (the "Program") begins May 6, 2020 at 9:00:00AM Eastern Standard Time ("EST") and ends June 30, 2022, at 11:59:59PM EST ("Program Period"). Participation in the Program is only open to legal residents of the 50 United States (excluding Puerto Rico) and the District of Columbia, who are 13 years of age or older.

### 2. How to Participate

Users may use one of the three (3) methods detailed below to participate:

1. Text "PETS" to 80160 to receive a link to <https://us.virbac.com/everypetproject> (the "Website") during the Program Period. Enter by completely entering your true and correct information on the landing page and corresponding registration form in the required fields (required fields include: Full Name, Individual Email Address, Charity of Choice, Charity of Choice City, Charity of Choice of State, Phone Number, and if you are a veterinary professional). Complete your submission by uploading an image or video of your pet (optional). Users will have the opportunity to share the Program with others via their social media account. Returning users will enter their email address and bypass the full registration form in order to submit another Charity of Choice and/or pet image/video. **Limit of one (1) Entry per person, per email address, per day throughout the Program Period.**
2. Visit <https://us.virbac.com/everypetproject> (the "Website") during the Program Period. Enter by completely entering your true and correct information on the landing page and corresponding registration form in the required fields (required fields include: Full Name, Individual Email Address, Charity of Choice, Charity of Choice City, Charity of Choice of State, Phone Number, and if you are a veterinary professional). Complete your submission by uploading an image or video of your pet (optional). Users will have the opportunity to share the Program with others via their social media account. Returning users will enter their email address and bypass the full registration form in order to submit another Charity of Choice and/or pet image/video. **Limit of one (1) Entry per person, per email address, per day throughout the Program Period.**
3. Participate in a Virbac in-person event. Enter by completely entering your true and correct information at a Virbac-sanctioned event on a corresponding registration form in the required fields (required fields include: Full Name, Individual Email Address, Charity of Choice, Charity of Choice City, Charity of Choice State, Phone Number, and if you are a veterinary professional). Complete your submission by manually filling out a nomination form and turning in the form to a Virbac representative. Virbac will input the manual list of nominations into a spreadsheet for participants to be included into the monthly nominations for the Every Pet Project in the respective month the event was held. Users give permission for their information on the manual registration forms to be used for the express purpose of the Every Pet Project. **Limit of one (1) Entry per person, per email address, per day throughout the Program Period.**

3. **Charity of Choice:** As part of the entry process outlined above in Section 2, participants will be prompted to designate a charity of their choice ("Charity of Choice") that they'd like to enter as part of a sweepstakes drawing (outlined below) ("Charity of Choice Sweepstakes Entry"). You may log in to the Website one (1) time each day throughout the Program Period to submit another

Charity of Choice (Charity of Choice may be the same each day or a different Charity of Choice on subsequent returns). **Limit of one (1) Charity of Choice Sweepstakes Entry per person, per email address, per day throughout the Program Period.**

#### **CHARITY CRITERIA**

- Charity must be US-based and must be in operation for at least 1 year prior to the drawing date as a registered 501(c)3 organization.
- Charity must designate helping pets in need as part of its mission.
- Charity must agree that their name can be used by Virbac in press releases and on the Virbac website as a recipient of the donation that may include use of photographic images or videos of the charity and/or its principals.
- Shelters must be no-kill shelters.

**CHARITY OF CHOICE SWEEPSTAKES DRAWINGS:** Each Charity of Choice Sweepstakes Drawing will be conducted from the Charity of Choice Sweepstakes Entries received during the corresponding Monthly Entry Period to select two (2) potential monthly winners. All eligible non-winning Charity of Choice Sweepstakes Entries from each Monthly Drawing will be rolled into the next Monthly Drawing.

4. **Social Gallery:** Participants will be encouraged to log into their Instagram or Twitter account and post a photo or video showing their pet(s) during the Program Period for a chance to be featured within the gallery on the Website ("Gallery"). For the caption of each posted photo or video use the hashtag "#EveryPetProject" (the "Program Hashtag"). Entrants must have their Instagram or Twitter accounts made public.

To participate through Instagram or Twitter, you must have a valid, public Instagram or Twitter account. Instagram and Twitter accounts are free to create at [www.instagram.com](http://www.instagram.com), or [www.twitter.com](http://www.twitter.com) and you must accept the terms and conditions of Instagram or Twitter upon creating an account. If you opt to use a mobile device to submit a photo or video, data rates may apply to the photo, video, and all other mobile communications, including but not limited to additional photos and videos (if applicable).

By submitting a photo or video, you hereby grant permission for your photo or video to be posted to the Gallery on the Website, if approved, or other websites. You agree that Promotion Parties are not responsible for any unauthorized use of photos or videos by third parties. Promotion Parties do not guarantee the posting of any photo or video. By submitting a photo or video, you represent and warrant that the work submitted is original to you and that neither it nor its contents infringes upon or violates the rights of any third party. If your photo or video includes likenesses of third parties (such as, but not limited to, makeup artist or subject) or contains elements not owned by you (such as, but not limited to, company logos) you must be able to provide legal releases for such use in a form satisfactory to Sponsor or your photo or video will not be posted to the Gallery. Photos or videos may not defame or invade the publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights.

**REQUIREMENTS OF PHOTOS AND VIDEOS:** Photos and videos posted on Instagram or Twitter with the Program Hashtags during the Program Period may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- Is sexually explicit; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional, or age group; profane or pornographic; contains nudity;
- Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;

- Is obscene or offensive; endorses any form of hate or hate group;
- Appears to duplicate any other submitted Entries;
- Defames, misrepresents, or contains disparaging remarks about other people or companies;
- Contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission;
- Contains any personal identification, such as license plate numbers, personal names, e-mail addresses, or street addresses;
- Contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies, or other media), without permission;
- Contains any individual other than the entrant and/or any materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without providing legal releases for such use in a form satisfactory to sponsor;
- Contains look-alikes of celebrities or other public or private figures, living or dead;
- Communicates messages or images inconsistent with the positive images and/or good will to which sponsor wishes to associate; and/or
- Violates any law.

#### 5. **Text Messaging (SMS) Terms and Restrictions**

Standard Message and Data Rates may apply. By texting “PETS” to 80160, you consent to receive one-time automated text messages to the number you provided. The text message you send is your electronic signature agreeing to these terms and to giving electronic written consent to receive automated text messages. ***Carrier specific charges for text messages may apply, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement.*** SMS may not be available for all service providers or for all handsets. Cellular phone carrier’s instructions for text messaging may be different. Check your phone capabilities for specific instructions. Program Sponsor makes no guarantee that any particular wireless service provider will participate. Check with your service provider for details. By selecting to participate via text messaging, the Participant grants permission to the Program Sponsor to notify them via return text message and must agree to accept all applicable charges associated therewith. Wireless service providers may charge Participant for each text message, including any error message that is sent and received in connection with the Program, based on the applicable wireless service plan. Participant is responsible for all applicable fees and taxes associated with submitting a receipt using SMS messaging. Program Sponsor, in their sole discretion, may add or delete a cellular carrier at any time, without notice.

#### 6. **Your Consent**

By texting you grant permission and consent to Virbac Corporation to respond via return text message and must agree to accept all applicable charges associated therewith. Wireless service providers may charge entrants for each text message, including any error message that is sent and received in connection with the offer, based on the applicable wireless service plan. The participant is responsible for all applicable fees and taxes associated with SMS messaging. Virbac Corporation in their sole discretion may add or delete a cellular carrier at any time, without notice. Virbac Corporation is not responsible for any malfunction or inconvenience that may occur.

All requests become the property of Released Parties and will not be returned. Program is void where taxed, prohibited, or restricted by law. Fraudulent submission could result in federal prosecution under mail fraud rules and regulations. By participating in the Program, you agree (i) to release, discharge, indemnify, and hold harmless Virbac Corporation and their respective parent, subsidiaries, affiliates, retailers, and advertising and promotion agencies, and all of their respective officers, directors, shareholders, employees, and agents (collectively, “Released

Parties”) from any liability or damages which may arise out of participation in the Program or out of the acceptance, use, misuse, or possession of any product or service attained through this Program. All applicable federal, state, and local laws and regulations apply. Released Parties are not responsible for late, lost, incomplete, illegible, delayed, inaccurate, garbled, undelivered, misdirected requests, email, texts, or mail, or other errors or problems of any kind relating to or in connection with the Program, whether printing, typographical, technical, computer, network, human, mechanical, electronic, or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Program or in any Program-related materials. Persons found tampering with or abusing any aspect of this Program, who are acting in a disruptive or unsportsmanlike manner or who are otherwise not in compliance with these terms, as solely determined by Released Parties will not be eligible. Released Parties are not responsible for injury or damage to participants' or to any other person's computer or mobile device related to or resulting from participating in this Program.

#### **7. Privacy Policy**

Any personally identifiable information collected from Participant during participation in the Program will be collected by Program Sponsor or their agents, and used by Program Sponsor and their respective affiliated companies and agents for administration and fulfillment of this Program as described in these Terms and Conditions, and in accordance with Program Sponsor's Privacy Policy as stated at <https://us.virbac.com/home/privacy-policy.html>.

#### **8. Sponsor**

Virbac Corporation, 1301 Solena Blvd, Bldg. 2, Suite 2400, Westlake, TX 76262

Sponsor reserves the right to terminate, suspend, cancel or modify the Program if for any reason this Program is not capable of running as planned due to any reason, including infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes that may corrupt or impair the integrity, fairness or proper play of the Program. Promotion Parties are not responsible or liable for any events that may cause errors and/or the Program to be stopped, including but not limited to 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, nor are they responsible for any problems or technical malfunction of any telephone, network or telephone lines, computer on-line systems, servers, or cable, satellite, or Internet Service Providers, computer equipment, software or any other failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to yours or any other person's computer relating to or resulting from participation in this Program or downloading any materials in this Program.

