

ACVO 2021 Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

These Official Rules govern VCA Animal Hospital, Inc.'s ("**Sponsor**") "**ACVO 2021**" Sweepstakes (the "**Sweepstakes**"). The Sweepstakes is subject to all applicable federal, state and local laws. Odds of winning depend on the total number of eligible Entries (defined below) received.

SWEEPSTAKES PERIOD: The Sweepstakes begins at 12:00 a.m. Pacific Time on September 23, 2021 and ends at 11:59 p.m. Pacific Time on October 3, 2021 (the "**Sweepstakes Period**"). All times in the Sweepstakes refer to Pacific Time.

ELIGIBILITY: The Sweepstakes is open and offered only to legal residents of the contiguous United States, who are 18 years of age and older and have reached the age of majority in their state of residence at the start of the Sweepstakes Period. Entrants must have a valid U.S. Social Security Number or a valid U.S. personal tax identification number. Employees and directors of Sponsor and its respective subsidiaries and affiliated companies, advertising, promotion, or production agencies, web masters and web suppliers (and their respective IRS dependents, immediate family members and individuals residing in their same household) are not eligible to participate. Void in Alaska, Hawaii and where prohibited by law. All applicable federal, state and local laws apply. By participating, all Entrants agree to be bound by these Official Rules.

TO ENTER: During the Sweepstakes Period, all eligible participants may enter the Sweepstakes by going to <http://vcaavco.com> to access the online entry form for the Sweepstakes. By successfully transmitting a completed online entry form during the Sweepstakes Period as directed, you will be entered in the Sweepstakes. All information submitted online by entrants is subject to, and will be treated in a manner consistent with, Sponsor's Terms and Conditions (accessible at <http://www.vcahospitals.com/terms-and-conditions>) and Privacy Policy (accessible at <http://www.vcahospitals.com/privacy-policy>). Entrants must fully complete and submit all non-optional data requested on the entry form to be eligible. Incomplete and/or inaccurate entries are void. All online entries must include a valid email address for the entrant.

LIMIT: Limit one (1) Entry per person/email address during the Sweepstakes Period, regardless of method of entry. All Entries must be submitted prior to 11:59 p.m. Pacific Time on October 3, 2021. Sponsor's computer shall be the official timekeeper for all matters related to this Contest. All Entries shall be property of Sponsor upon submission. Multiple Entries received from any person or email address beyond the limit will void all such additional Entries. Any use of micro, automatic, programmed, robotic, or like entry methods will void all such entries by such methods, and Entrants using such methods will be disqualified. In case of a dispute over the identity of an Entrant, the authorized account holder of the email address used to enter will be deemed to be the Entrant. The "authorized account holder" of an email address is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

WINNER SELECTION AND NOTIFICATION: Following conclusion of the Sweepstakes Period, a random drawing will be conducted on or about 3:00 p.m. Pacific Time, on October 4, 2021, by employees or representatives of Sponsor who will randomly select one (1) potential prize winner (the "**Winner**") from among all eligible Entries received during the Sweepstakes Period. Sponsor will contact the Winner via email after the conclusion of the Sweepstakes. The Winner is required to respond to Sponsor's email within five (5) days of notification to claim the Prize. **SPONSOR WILL NOT BE RESPONSIBLE FOR THE WINNER'S FAILURE TO RESPOND WITHIN THE REQUISITE TIMEFRAME.** The Winner may be required to execute and return an affidavit of eligibility, release of liability, and, except where

prohibited, publicity release (collectively, “**Sweepstakes Documents**”) within five (5) days of such notification. Noncompliance within this time period will result in disqualification, and, at Sponsor’s sole discretion, an alternate Winner may be selected from the remaining eligible Entries.

PRIZES: The Winner will receive one (1) Folding Electric Bike. The approximate retail value of the Prize is \$899. Odds of winning the Prize will be determined by the number of eligible Entries received. All fees, federal, state and other taxes, costs and expenses relating to the use, acceptance and possession of the Prize are the sole responsibility of the Winner.

Sponsor will determine all details of the Prize in its sole discretion. Sponsor will furnish an Internal Revenue Service Form 1099 to Winner for the total approximate retail value of the Prize for the tax year in which the Prize was won. Sponsor reserves the right to substitute a similar Prize (or Prize element) of comparable or greater value in its sole discretion. All fees, federal, state and other taxes, costs and expenses relating to the use, acceptance and possession of the Prize are the sole responsibility of the Winner. The Prize cannot be transferred by Winner or redeemed for cash and is valid only for the items detailed above, with no substitution of Prize by Winner.

PUBLICITY: Entry in the Sweepstakes constitutes permission (except where prohibited by law) to use Entrant’s name, city, state, likeness, image, and/or voice for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval.

CONDITIONS: By entering the Sweepstakes, each Entrant agrees on behalf of Entrant and Entrant’s heirs, executors, and administrators: (a) to release and hold harmless Sponsor, its parents, affiliates, subsidiaries, and advertising and promotion agencies, and their officers, directors, representatives, agents, and employees (collectively, “**Released Parties**”) from any liability for any loss, harm, damages, costs, or expenses, including without limitation resulting from any illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such Entrant’s participation in the Sweepstakes or any Sweepstakes-related activity, or the acceptance, possession, use, or misuse of any prize, and claims based on publicity rights, defamation, invasion of privacy, and merchandise delivery; (b) to indemnify Released Parties from any and all liability resulting or arising from the Sweepstakes; (c) that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize; (d) if selected as a Winner, to the posting of such Entrant’s name on the Sponsor’s website and the use by Sponsor of such Entrant’s name, voice, image, and/or likeness for publicity, promotional, and advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, and, upon request, to the giving of consent, in writing, to such use; and (e) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Sweepstakes itself, and to be bound by all decisions of Sponsor, which are binding and final. Failure to comply with these conditions may result in disqualification from the Sweepstakes, and/or forfeit of the Prize, at Sponsor’s sole discretion.

LIMITATIONS OF LIABILITY: The Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, wireless, telephone equipment, electronic, computer, hardware, or software malfunctions of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or via mobile telephone transmission or any combination thereof. No responsibility is assumed for any injury or damage to any Entrant’s or any other person’s computer/mobile device related to or resulting from downloading any materials in the Sweepstakes, for any unavailability of telephone lines, connections, or cellular telephone service, or for any other technical malfunctions that may interfere with any Entrant’s attempt to enter. Any attempt to deliberately damage any service or website or to undermine the legitimate operations of the Sweepstakes may be a violation of

civil or criminal laws, and Sponsor reserves the right to disqualify and seek damages from any such person to the fullest extent of the law. Sponsor reserves the right to modify, suspend or terminate the Sweepstakes in the event that it becomes necessary due to circumstances beyond Sponsor's control. THE CONTEST AND PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZES OR ACCESS TO OR USE OF THE CONTEST OR INFORMATION RELATING TO ANY OF THE FOREGOING.

INTELLECTUAL PROPERTY: All intellectual property used by the Sponsor in connection with the promotion and/or administration of the Sweepstakes, including, without limitation, all trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned (or licensed, as the case may be) by the Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any such intellectual property without the express written consent of its owner is strictly prohibited.

ADDITIONAL TERMS: Sponsor reserves the right to permanently disqualify from any promotion any person they believe has intentionally violated these Official Rules. Any attempt to deliberately damage the Sweepstakes or the operation thereof is unlawful and subject to legal action by Sponsor, who may seek damages to the fullest extent permitted by law. The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, epidemic, pandemic, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsor (excepting compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of these Official Rules.

Sponsor reserves the right to cancel, modify, suspend or terminate the Sweepstakes or any element thereof (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules). In the event of cancellation, modification, or suspension, Sponsor reserves the right to select the Winner in a random drawing from among all eligible, non-suspect Entries received prior to the time of the event warranting such cancellation, modification, or suspension. Sponsor may prohibit any Entrant or potential Entrant from participating in the Sweepstakes, if such Entrant or potential Entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other Entrant, Sponsor, its parents, affiliates, subsidiaries, and advertising and promotion agencies, or their respective officers, directors, representatives, agents, and employees; or behaves in any other disruptive manner (as determined by Sponsor in its sole discretion). Sponsor reserves the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

DISPUTES: THE CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN LOS ANGELES COUNTY, CALIFORNIA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED IN ACCORDANCE WITH THE RULES FOR COMMERCIAL ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION IN EFFECT AT THE TIME SUCH ARBITRATION IS INITIATED. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEYS' FEES OR OTHER

SUCH RELATED COSTS OF BRINGING A CLAIM, OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

PRIZE WINNER ANNOUNCEMENTS: For the name of the Winner (available after October 4, 2021) or a copy of these Official Rules, send a self-addressed, stamped envelope to: VCA's ACVO 2021 Sweepstakes, WINNER or OFFICIAL RULES (please specify), 12401 W Olympic Blvd, Los Angeles, CA 90064, Attn: Legal Department. Requests received after November 30, 2021 will not be honored.

SPONSOR: The Sweepstakes is sponsored by VCA Animal Hospitals, Inc., 12401 W. Olympic Blvd, Los Angeles, CA 90064.

©2019 VCA Animal Hospitals, Inc. All Rights Reserved.