

## Official Rules for SuperStar Sweepstakes

1. **Eligibility:** The SuperStar sweepstakes is open to legal residents of The United States of America who sign up by following the Official Rules. Entrants must be 18 years of age or older as of their date of entry in this promotion in order to qualify. This sweepstakes is subject to federal, state, and local laws and regulations and void where prohibited by law. NutriSource's employees, its subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, and directors (collectively the "Employees"), as well as members of an Employees' immediate family and/or those living in the same household of Employees are ineligible to participate in the Superstars Sweepstakes.
2. **Sponsorship.** The sponsor is NutriSource, located at 145 1<sup>st</sup> Ave. N, Perham, MN 56573. NutriSource will conduct the sweepstakes substantially as described in these Official Rules.
3. **Agreement to Rules:** By entering this sweepstakes, the Entrant ("You") agrees to abide by the Sponsor's Official Rules and decisions, which are fully and unconditionally binding in all respects. The Sponsor reserve the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor's sole discretion. By entering this sweepstakes, the You represents and warrants that You are eligible to participate based on eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the content of this SuperStar Sweepstakes.
4. **SuperStar Sweepstakes Entry Period:** This promotion begins on 1/3/2023 at 12:00 am Central Time and ends on 1/18/23 at 11:59pm Central Time. To be eligible for the sweepstakes entries must be received within the specified Entry Period.
5. **How to Enter:** Eligible entrants can enter The SuperStar Sweepstakes by completing the following:
  - Follow @Nutrisourcepetfoods on Instagram
  - Post an image of their dog on Instagram based on the prompt "What would your SuperStar do for a treat?"
  - Include the hashtag #superstartreatchallenge and tag the Instagram account @nutrisourcepetfoods on the post
  - Eligible entrants must also include the hashtag #featuremysuperstar for the sponsor to repost their dog on their Instagram page.As a participant, your entry must fully meet all sweepstakes requirements, as specified in the Official Rules, in order to be eligible to win a prize. Participants may only enter the sweepstakes once. Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the Sponsor's sole discretion.
6. **Prizes:** Ten winners of the SuperStar Sweepstakes will receive prizes. One of the ten shall be chosen in a public vote to be awarded a Grand Prize. The Grand Prize consists of a One year supply of NutriSource kibble (Twelve 30# bags, \$540), a case of NutriSource Cans (\$31), 1 case of PureVita Tetrapak's (\$35), 3 pouches of Come-pooch-a (\$21), 5

bags of NS treats (\$20) Total value \$152. The remaining nine entries randomly selected participants will be awarded one bag of SuperStars treats valued at \$3.99. The actual/appraised prize value may differ at the time the prize is awarded. The prize(s) shall be determined solely by the Sponsor. There shall be no cash or other prize substitution permitted except at the Sponsor's discretion. The prize is non-transferable. The Winner(s), upon acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any and all local, state, and federal taxes. The Winner shall not transfer assignment of the prize to others nor shall the Winner request the cash equivalent or prize substitution. By accepting the prize, the selected Winner grants permission for the Sponsor to use the Winner's likeness, entry, and name for purposes of advertising and trade without further compensation unless prohibited by law.

7. Odds: The total number of eligible entries received determines the odds of winning.
8. Selection and Notification of Winner: All eligible entries will be placed in an entry pool where ten will be randomly selected. The Grand Prize Winner will be selected by a public vote through a MailChimp survey under the supervision of the Sponsor. The Sponsor will notify the Grand Prize Winner by Direct Messaging them on Instagram within ten days following Winner(s) selection. The Sponsor is not responsible for nor shall have no liability for Winner(s)'s failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email. Nor shall be Sponsor be liable for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner 1) fails to claim the prize within three days from the time the award notification was sent, 2) is found ineligible, 3) submitted a photo that was not their own, and infringes on the intellectual property rights of another entity, or 4) does not complete and return an executed declaration and release within the specified timeframe, the prize may be forfeited and an alternate Winner may be selected. Receipt of the prize (offered in the SuperStar Sweepstakes) by the Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations. **IF THE WINNER VIOLATES ANY OF THESE OFFICIAL RULES, THE WINNER (AT THE SPONSOR'S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.**
9. Rights Granted by You: By submitting an entry in the form of an Instagram post into this sweepstakes, You understand and agree that the Sponsor, any individual acting on the Sponsor's behalf, and the licensees successors, and assigns of the Sponsor shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your submission, name, photo, portrait, voice, likeness, image, statements about the SuperStar Sweepstakes, and your biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration.
10. Terms & Conditions: In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the SuperStar Sweepstakes should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact

or corrupt the security, fairness, proper conduct, or administration of the SuperStar Sweepstakes. The Sponsor, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. Individuals who tamper with or attempt to tamper with the operation or entry process of the sweepstakes or website or violates these Terms & Conditions will be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the SuperStar Sweepstakes, to void votes for any reason, including, but not limited to: multiple entries from the same user; multiple entries from the same computer beyond the number allowed by the sweepstakes rules; or the use of bots, macros, scripts, or other technical means for entering. Attempts by any entrant to deliberately damage any website or undermine the legitimate operation of the SuperStar Sweepstakes may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

11. **Limitation of Liability:** Your entry into this sweepstakes constitutes Your agreement to release and hold harmless the Sponsor and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the sweepstakes and/or the 1) Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorized intervention in any part of the entry process or the Promotion; 5) electronic error or human error in the Promotion administration or the processing of entries.
12. **Disputes:** THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND MINNESOTA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The Entrant agrees, as a condition of participating in this promotion, that if any disputes cannot be resolved between the Entrant and the Sponsor, and if causes of action arise out of or are connected with this sweepstakes, they shall be individually resolved exclusively before a court located in Minnesota having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this sweepstakes). The participant waives all rights to have damages multiplied or increased.
13. **Winners List:** You may obtain a copy of the Winner's name(s) or a copy of these Official Rules, by sending your request via mail with a stamped, self-addressed envelope to: NutriSource 145 1st Ave N, Perham, MN 56573 Requests must be postmarked no later than 2/28/23.
14. **Social Media:** The sweepstakes hosted by NutriSource is in no way sponsored, endorsed, administered by, or associated with Instagram.

15. By entering the SuperStar Sweepstakes, You, the Entrant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.