

**ORIJEN AMAZING CHALLENGE SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND DC, 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. VOID WHERE PROHIBITED BY LAW.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram. You understand that you are providing your information to Champion Petfoods and not to Instagram. The information you provide will only be used in the event you are selected as the winner. Any questions, comments or complaints regarding the Sweepstakes must be directed to the Champion Petfoods and not to Instagram.

1. **Sweepstakes Period: The ORIJEN Amazing Challenge Sweepstakes (the “Sweepstakes”) begins at 12:00 am Eastern Time (“ET”) on May 4, 2022 and ends 11:59 pm ET on May 13, 2022 (the “Sweepstakes Period”).** The computer network of the Sponsor shall be deemed to be the official Sweepstakes Period clock for the Sweepstakes Period.
2. **Eligibility:** Open to legal residents of the 50 United States and the District of Columbia, who are 18 years of age or older as of date of Entry. Employees, independent contractors (provided that independent contractors acts as service providers), shareholders, directors, officers, members and agents of Champion Petfoods (the “**Sponsor**”), Ketchum, Don Jagoda Associates, Inc., (“**Administrator**”) and their respective affiliates and related companies, including, without limitation, their respective parents, subsidiaries, divisions, suppliers, retailers and advertising, promotional and judging agencies (collectively with Sponsor, Ketchum and Administrator, the “**Released Parties**”), and their immediate family members (legal or common-law spouse, and parents, children, siblings, and the “steps” of each, and their respective legal or common-law spouses, regardless of where they reside) and/or those living in the same household of each, whether or not related, are not eligible to participate or win. Void where prohibited or restricted by law and subject to all applicable federal, state, and local laws.
3. **How To Enter:** During the Sweepstakes Period, look for a joint post from @ORIJENPetfoods and influencer @shawnbooth on @shawnbooth’s Instagram page announcing the Sweepstakes (the “Post”). The Post will ask you to comment on his Post asking “What adventure would you take with your dog if you won \$10,000?”. In addition to your comment with your answer, you must follow @ORIJENPetfoods on Instagram, tag two (2) friends you’d want to go on your dog adventure with and include the hashtags **#ORIJENAmazingChallenge** and **#Sweepstakes** to receive one (1) Entry into the Sweepstakes (the “**Entry**”). Entry is not valid without each step including #ORIJENAmazingChallenge and #Sweepstakes. You must have a public Instagram account. If you do not have an Instagram account, and you would like to create one for free, visit www.instagram.com. **All Entries must comply with the Entry Requirements outlined below and Instagram’s Terms of Service.**

Normal Internet/phone access and data/usage charges imposed by entrants’ online/phone service may apply and are entrants’ sole responsibility.

All Entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of

sending or submission will not be deemed to be proof of receipt by Sponsor. Entries become the property of Sponsor upon receipt and will not be acknowledged. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor.

Limit one (1) Entry per person for the duration of the Sweepstakes. Multiple Entries and automated, script, macro or robotic Entries submitted by individuals will be void. A person cannot use multiple Instagram accounts, email addresses or identities to enter more than once.

Entry must be posted in accordance with the Instagram Terms of Service (<https://Instagram.com/en/tos>). Potential winner may be required to show proof of being the authorized account holder of the Instagram account associated with the Entry, if applicable. The person uploading the Entry will be deemed the entrant (the “**Entrant**”) and such person must comply with these Official Rules. The Entry must be complete to be eligible. Any Entry not in compliance with the above and which does not meet the requirements of these Official Rules will be disqualified. Participation is subject to disqualification of all Entries, if multiple accounts are used by the same person. Entries must be received within the Sweepstakes Period.

Entry Requirements: The Entry, or portion thereof, must not contain obscene, offensive, profane, lewd, defamatory or inappropriate content, or be disparaging to Sponsor, as determined in Sponsor’s sole discretion. Entry must be in keeping with Sponsor’s image, as determined by Sponsor in its sole discretion, nor can it defame or invade publicity rights or privacy rights of any person, living or deceased, or otherwise infringe upon any person’s personal or proprietary rights. Any Entry or portion thereof that is, in the Sponsor’s sole discretion, not in compliance with these Official Rules or is otherwise objectionable, will not be valid and may disqualify the Entrant and any prize won may be forfeited, in the Sponsor’s sole discretion. Entries should not contain any third-party materials or logos (other than ORIEN), or otherwise violate or infringe (or possibly infringe) any copyright, trademark, logo, mark that identifies a brand.

- Sweepstakes Drawing:** The one (1) Grand Prize winner will be selected in a random drawing to be conducted on or about May 17, 2022 from among all eligible Entries received. The random drawing will be conducted by the Administrator, whose decisions are final on all matters relating to the drawing. The odds of winning will depend on the number of eligible Entries received for the Sweepstakes Period. Influencer will update the caption on the Post to indicate that the Sweepstakes has closed and that the winner has been determined.
- Winner Notification and Requirements:** Potential winner will be notified via a Direct Message on Instagram by Sponsor and will be asked to privately provide his/her contact information, including full name and email address (collectively “**Contact Information**”) within the stated deadline included in the notification so that Administrator can then send via email, a Declaration of Compliance, Liability Waiver and, if legally permissible, a Publicity Release and Assignment of Rights (“**Declaration**”) and will be required to digitally sign and electronically submit within five (5) days of notification attempt. All winners must provide Administrator with a valid taxpayer identification number or social security number (as applicable) and are subject to verification by Sponsor and/or Administrator; verification of potential winner is final and binding in all matters related to the Sweepstakes. If the Administrator is unable to reach the potential winner using the method selected, the potential winner fails to reply to any notification within the timeframe specified, is ineligible, or does not wish to accept the prize, he/she/they

will be disqualified. In the event any of the foregoing applies to the potential winner, such potential winner will be disqualified and only in this scenario may an alternate potential winner be selected and notified as stated above. Sponsor shall have no liability for winner's failure to receive notices due to spam, junk e-mail or other privacy/security settings or for winner's provision of incorrect or otherwise non-functioning Contact Information. Sponsor will make three (3) attempts to award prize and, if after three (3) attempts the prize remains unclaimed or the potential winner is not confirmed, the prize may not be awarded in Sponsor's sole discretion. Without limitation, Sponsor reserves the absolute right not to award prize to potential winner (or to require immediate prize return or forfeiture, if applicable) if doing so could bring the Sponsor or any of the Released Parties into public disrepute, scandal or embarrassment, or could negatively reflect on the Sponsor or any Released Parties' business, goodwill or reputation. Sponsor is not responsible for fraudulent calls or emails made to Entrants not by the Sponsor or Administrator. Without limiting the foregoing, the Sponsor disclaims any and all liability for a Prize which is returned as undeliverable mail or otherwise not received by winner. Prize will be delivered within 4-6 weeks after verification. Return of Prize or Prize notification as undeliverable may result in disqualification and alternate selection.

6. **Prize ("Prize") and Approximate Retail Value ("ARV"): One (1) Grand Prize** – \$10,000 awarded as a check. No substitution or transfer of Prize permitted except at the sole discretion of the Sponsor. All federal, state and local taxes, if any, as well as all costs and expenses associated with Prize acceptance and use not specific herein as being provided are the winner's responsibility. Entrants are responsible for all online charges of any internet service or wireless carrier. Sponsor will not replace any lost or stolen check. Only the one (1) Prize stated in these Official Rules is available to be won in the Sweepstakes.
7. **Publicity Grant:** Acceptance of Prize constitutes permission to Released Parties to use winner's name, user name, biographical information, voice, performance, likenesses and other images (including, but not limited to, profile photo) and Entry for advertising and promotional purposes, in any and all media now or hereafter devised, worldwide in perpetuity, without further compensation, notification or permission, except where prohibited by law.
8. **Representations and Warranties.** Winner acknowledges that the Prize is awarded as-is. The Sponsor makes no representations or warranties of any kind, whether express or implied, regarding the Sweepstakes, Prize or any use of the Prize.
9. **Release of Liability:** By participating in this Sweepstakes, each Entrant acknowledges having read these Official Rules and agrees to be bound by (a) these Official Rules; and (b) any decisions of the Sponsor, which are final and binding on all Entrants. WINNER, BY ACCEPTING THE PRIZE, AND ALL ENTRANTS, AS A CONDITION OF ENTRY, AGREE, AS APPLICABLE, TO RELEASE AND HOLD HARMLESS THE RELEASED PARTIES, INSTAGRAM INC. AND EACH OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES AND AFFILIATED COMPANIES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSEES, ASSIGNS, SPONSORS, ADVERTISERS OR SOCIAL MEDIA "INFLUENCERS", PARTNERS, AND AGENCIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER, FOR INJURIES, DEATH, DAMAGES, OR LOSSES TO PERSONS OR PROPERTY WHICH MAY BE SUSTAINED IN CONNECTION WITH SUBMITTING AN ENTRY OR OTHERWISE PARTICIPATING IN ANY ASPECT OF THE SWEEPSTAKES, THE RECEIPT, OWNERSHIP OR USE OF PRIZE AWARDED OR WHILE PREPARING FOR, PARTICIPATING IN OR FROM ANY

PRIZE-RELATED ACTIVITY OR FOR ANY TYPOGRAPHICAL OR OTHER ERROR IN THESE OFFICIAL RULES OR THE ANNOUNCEMENT OR OFFERING OF THE PRIZE.

Released Parties are not responsible for lost, late, misdirected, corrupted, incomplete, undelivered, inaccurate, delayed, garbled or damaged Entries, posts, direct messages, emails or other communications of any kind. Released Parties are not responsible for typographical errors, technical, mechanical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender, by any of the equipment or programming associated with or utilized in the Sweepstakes which may limit the ability to participate, or by any human error which may occur in the processing of the Entries, the announcement of the Prize, or administration of the Sweepstakes.

Without limiting the foregoing, Released Parties are further not responsible for (or does not have any obligation towards):

- (a) a potential winner or winner who is unable to claim, accept, or utilize the Prize;
- (b) any computer, electronic or Internet hardware or software malfunctions, failures, interruptions, delays, connections, or availability, or service provider/Internet/website accessibility, availability, or traffic congestion;
- (c) unauthorized human intervention;
- (d) incorrect or inaccurate Contact Information, or the failure to capture, or loss of, any Contact Information;
- (e) any act of God, equipment failure, terrorist acts, earthquake, fire, flood, war, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), transportation interruption of any kind, work slow-down or shortage, pandemic, civil disturbance, or any other cause beyond the Sponsor's sole control;
- (f) any action, regulation, order, or request by any governmental or quasi-governmental entities (whether or not they prove to be valid); or
- (g) any injury or damage, whether personal or property, to any entrant's or to any person's computer or device related to or resulting from participating in these Sweepstakes and/or accepting the Prize.

If, for any reason, an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry into the Sweepstakes, the entrant's sole remedy is to submit another entry provided that the Sweepstakes Period has not expired.

10. **General Rules:** In the event of a dispute as to the identity of an Entrant, the authorized account holder of the email account associated with the Instagram account, will be deemed to be the Entrant and must comply with these Official Rules. "Authorized account holder" of the email account is defined as the natural person who is assigned to the email account by an internet service provider, or other organization (*e.g.*, business, educational institution, etc.) that is responsible for assigning email addresses. Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Sweepstakes; violates these Official Rules; acts in an unsportsmanlike or disruptive manner; or acts with intent to annoy, abuse, threaten or harass any other person; and void all associated Entries. Sponsor reserves the right to cancel, terminate, suspend, or modify the Sweepstakes if it cannot be completed as planned for any reason, including infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or corruption of any sort. In such event, Sponsor will award the Prize in a random drawing from among all eligible Entries received prior to cancellation or as otherwise deemed fair

and appropriate by Sponsor. AS A CONDITION OF ENTERING IN THE SWEEPSTAKES, ENTRANT AGREES THAT: 1) UNDER NO CIRCUMSTANCE WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, OTHER THAN FOR OUT-OF-POCKET EXPENSES, NOT TO EXCEED ONE HUNDRED DOLLARS (\$100.00); 2) ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, OR PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND 3) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARD SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT ATTORNEYS' FEES. THE ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

11. **Disputes; Governing Law.** The Entrants waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Louisville in the State of Kentucky.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KENTUCKY WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the Entrants irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of Jefferson in the State of Kentucky. The Entrants agree not to raise the defense of forum non conveniens.

12. **Privacy:** Entrants' personal information may be used by the Sponsor in accordance with its privacy policy, <https://championpetfoods.com/en/privacy-policy.html/>. Please refer to the Sponsor's privacy policy for important information regarding the collection, use and disclosure of personal information by the Sponsor.
13. **Winner List:** For the name of the winner, available after June 6, 2022, send a self-addressed, stamped envelope, by July 29, 2022, to: ORIEN Amazing Challenge Sweepstakes Winner, 100 Marcus Dr. Attn: JA, Melville, NY 11747.
14. **Sponsor/Administrator:** The Sponsor of the Sweepstakes is Champion Petfoods USA Inc., 909 Walnut Street (2nd Floor), Boulder, CO, USA 80302.