

***Beef Up Your Summer***  
**Sweepstakes Official Rules**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

You are providing your information to the Sponsor and the Administrator. The information you provide will only be used for the purpose of administering this Sweepstakes and per the privacy policy of the Sponsor  
<http://www.bigheartpet.com/privacy.aspx>.

**1. Eligibility:** The Beef Up Your Summer ("**Sweepstakes**") is open only to legal residents of the 50 United States and the District of Columbia, eighteen (18) years of age or older. Employees, officers, directors and agents of Big Heart Pet Brands® ("**Sponsor**"), and Cohen-Friedberg Associates, LLC, ("**Administrator**") and their respective parents, subsidiaries, affiliate and member companies and advertising and promotion agencies and prize suppliers (collectively, "**Released Parties**"), as well as the immediate family (spouse, and parents, siblings, and children and their respective spouses, regardless of where they reside) and household members of each such employee, whether or not related, are not eligible. Subject to all applicable federal, state, and local laws, and regulations. Void where prohibited.

**2. Sponsor and Administrator:** **Sponsor:** Big Heart Pet Brands, One Maritime Plaza, San Francisco, CA 94111. **Administrator:** Cohen-Friedberg Associates, LLC, Framingham, MA 01702.

**3. Agreement to Official Rules:** Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and legally binding in all respects.

**4. Timing:** Sweepstakes begins Monday, June 13, 2016 at 12:01:00 a.m. Eastern Daylight Time ("EDT") and ends Friday, July 8, 2016 at 11:59:59 p.m. EDT ("**Sweepstakes Period**"). Administrator's computer server is the official time-keeping device for Sweepstakes.

**5. Prizes & Approximate Retail Value ("ARV"):** Only the prizes listed below will be awarded in this Sweepstakes.

**(1) Party Animal Prize Pack:** a year's supply of Pup-Peroni® dog snacks, awarded as twelve 25 oz. bags, a selection of dog toys and other dog-related items ARV: \$359.00

**(1) Luxury Lap Dog Prize Pack:** a year's supply of Pup-Peroni® dog snacks, awarded as twelve 25 oz. bags, a selection of dog toys and other dog-related items ARV: \$336.00

**(1) Action Packed Pup Prize Pack:** a year's supply of Pup-Peroni® dog snacks, awarded as twelve 25 oz. bags, a selection of dog toys and other dog-related items ARV: \$343.00

**(1) Popular Pooch Prize Pack:** a year's supply of Pup-Peroni® dog snacks, awarded as twelve 25 oz. bags, a selection of dog toys and other dog-related items ARV: \$347.00

**(1) Beef Fanatic Prize Pack:** a year's supply of Pup-Peroni® dog snacks, awarded as twelve 25 oz. bags, a selection of dog toys and other dog-related items ARV: \$320.00

Approximate retail value of all prizes \$1,705.00.

Sponsor will not replace any lost, mutilated, undeliverable, returned, refused or stolen prizes. Prizes are non-transferable, non-refundable, and no substitutions will be made except as provided herein, in the Sponsor's sole discretion. Prizes are not redeemable for cash. Sponsor reserves the right to substitute a particular prize for one of comparable or greater value. Winners are responsible for any and all applicable local, state, and/or federal taxes. Limit 1 prize per person/email address/household.

**Odds:** Odds of winning depend on the number of eligible entries received in each prize category during the Sweepstakes Period.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSORS HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

**6. How to Enter:** During the Sweepstakes Period visit [beefupsummer.pupperoni.com](http://beefupsummer.pupperoni.com), then answer all of the Beef Up Summer Quiz questions ("Quiz"). After completing the Quiz, enter your email address and first and last name, and check the box agreeing to these Official Rules. Results of your Quiz will be revealed and based on those results you will receive an entry in to the drawing for the associated prize.

**LIMIT:** One (1) entry per person over the Sweepstakes Period.

Entries in excess of any stated limitation and entries generated by script, macro or other automated means or any means that subvert the entry process will be void. All entries become the property of Sponsor.

**7. Winner Requirements:** Acceptance of prize shall constitute winner's irrevocable agreement and consent to Sponsor's and its designees' use of winner's name, city, state, likeness, photo, avatar, and/or prize information in connection with this Sweepstakes for promotional, advertising or other purposes, in any manner, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

**8. Drawing and Notification:** There will be five (5) unique drawings to select one (1) winner in each of the five prize categories. Potential winners will be randomly selected by the Administrator from all eligible entries received per prize category, on or about Thursday, July 14, 2016. Conduct of the Sweepstakes and the drawings are under the supervision of the Administrator. Potential winners are subject to verification and compliance with the Official Rules, random drawing prizes will be sent to the address provided at the time of entry. Sponsor shall have no liability for any notification (if any) or delivery that is lost, intercepted, returned, refused or not received for any reason. If prize is returned as unclaimed or undeliverable, such potential winner will forfeit prize and at Sponsor's discretion, an alternate potential winner may be selected from eligible entries remaining in that prize pool category. If any potential winner is found to be ineligible, or if has not complied with these Official Rules or declines a prize for any reason, such potential winner will be disqualified and at Sponsor's discretion, an alternate potential winner may be selected from eligible entries remaining in that prize pool category.

**9. Release of Liability / Conditions of Participation.**

A. Transmission of Information. Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in this Sweepstakes; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or this Sweepstakes; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of this Sweepstakes, the uploading, the processing or random selection of entries, the announcement of the prizes or in any Sweepstakes-related materials; (5) late, lost, garbled, misdirected, inaccurate, incorrect, undeliverable, damaged or stolen entries or mail; (6) costs associated with claiming or redeeming the prizes; nor (7) loss or damages resulting from an entrant's connection to the internet via any of the websites contained herein. Released Parties are not responsible for any incorrect, mistranscribed, misdirected or undeliverable entries, E-mail transmissions, incorrect announcements of any kind, or for any technical problems of any kind, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Sponsor assumes no responsibility for late, lost, incomplete, inaccurate or damaged entries, or undeliverable E-mails resulting from any form of active or passive E-mail filtering by a user's Internet service provider and/or E-mail client or for insufficient space in user's E-mail account to receive E-mail. Sponsor does not accept responsibility for any damage (whether material or non-material) caused to entrants, to their computer equipment or to data which is stored on them, or to their personal, professional or commercial activities. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor or Administrator.

B. Fraud; Reservation of Rights. Sponsor reserves the right to cancel, suspend, and/or modify this Sweepstakes, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of this Sweepstakes, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine winners from among all non-suspect, eligible entries received up to time of such action or as otherwise deemed fair and appropriate by Sponsor.

Administrator, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of this Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries. The preceding in no way precludes Sponsor from taking other actions against such individuals so as to protect its rights. Sponsor's failure to enforce any provision of these Official Rules in a given circumstance does not constitute the waiver of such provision.

C. Release and Indemnity. By participating, entrant indemnifies, releases and agrees to hold harmless the Released Parties, their parents, affiliates, members and subsidiaries, and other entities involved in the development / production / administration of the Sweepstakes, and the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the above organizations, from any and all liability for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, arising from participating in the Sweepstakes, any Sweepstakes-related activity and/or acceptance, receipt, possession or use/misuse of any prize and for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery.

**10. FORCE MAJEURE.** If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned by reason of computer virus, bug, system malfunction, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion, terrorism or threats of terrorism, governmental regulation or any other causes beyond the control of Sponsor which, in its sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes (or any part thereof), Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and conduct the Sweepstakes selecting the prize winner(s) for the Sweepstakes Period drawing from among all eligible entries received for such Sweepstakes Period drawing prior to the action taken by Sponsor or otherwise in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Sponsor in its sole discretion. Notice of such action by Sponsor will be posted on the official Sponsor's Facebook page.

**11. DISPUTE RESOLUTION/GOVERNING LAW.** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court in California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) unless otherwise prohibited, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the state of California, without giving effect to any choice of law or conflict of law rules (whether of

the District of Columbia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of California.

**12. Winners List:** For winners list (available after 7/28/16), send a stamped self-addressed envelope to: *Beef Up Your Summer Sweepstakes Winners*, PO Box 2312, Framingham, MA 01703-2312, for receipt by 7/28/16.

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