

ORIJEN[™] Sweepstakes Celebrating the Release of Mufasa: The Lion King OFFICIAL RULES



NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING, OPEN TO LEGAL RESIDENTS OF CANADA ONLY, VOID WHERE PROHIBITED BY LAW.

PLEASE READ THESE RULES ("OFFICIAL RULES") BEFORE ENTERING OR OTHERWISE PARTICIPATING IN THE SWEEPSTAKES. BY PARTICIPATING, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THESE OFFICIAL RULES, WHICH FORM A BINDING CONTRACT BETWEEN YOU AND THE SPONSOR.

NOTE: THESE RULES INCLUDE A CLASS ACTION WAIVER AND A DISPUTE RESOLUTION PROCEDURE. ANY CLAIMS YOU MAY HAVE AGAINST US MUST FOLLOW THE DISPUTE RESOLUTION PROCEDURE AND WILL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION. RESOLUTION OF CLAIMS ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JURY TO DECIDE YOUR CLAIMS. AND THAT YOU MAY NOT PROCEED IN A CLASS. CONSOLIDATED. OR REPRESENTATIVE CAPACITY.

1. Sponsor:

The sponsor of the ORIJEN Sweepstakes Celebrating the Release of *Mufasa: The Lion King* (the "Sweepstakes") is Champion Petfoods USA Inc., 363 Centennial Parkway, Suite 300, Louisville, CO 80027 ("Sponsor").

2. Promotional Partner:

Prizes and/or other promotional consideration are provided by ABC, Inc. d/b/a Walt Disney Studios Motion Pictures ("**Disney**"), located at 500 South Buena Vista Street, Burbank, California 91521, (collectively, the "**Promotional Partner**"). Sponsor, together with the Promotional Partners, is collectively referred to herein as the "**Sweepstakes Entities**."

Eligibility:

The Sweepstakes is open only to consumers who, as of the start of the Entry Period (defined below) are legal residents of Canada who have reached the legal age of majority in their respective province of residence.

Employees, officers, and directors of the Sweepstakes Entities or any of their respective parent entities, affiliates, subsidiaries, representatives, agents, consultants, contractors, legal counsel, advertising, public relations, promotional fulfillment, and marketing agencies, as well as members of their immediate family (spouse, parents, siblings, and children) and household members, whether or not legally related, are not eligible to enter or win the Sweepstakes.

The Sweepstakes is subject to all applicable federal, provincial, territorial and local laws and regulations and is void where prohibited.

Participation in the Sweepstakes constitutes Entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements as set forth herein.

An entrant may be disqualified in Sponsor's sole discretion if he/she fails to comply with any term of these Official Rules.

4. Entry Period:

The Sweepstakes begins at 12:01 a.m. Mountain Time on December 1, 2024, and ends at 11:59 p.m. Mountain Time on January 6, 2025 (the "Entry Period"). Entries that are submitted before or after the Entry Period will be disqualified. Sponsor's computer or that of its designee is the official time-keeping device for the Sweepstakes.

5. How to Enter the Sweepstakes:

There are two ways to enter the Sweepstakes. During the Entry Period, eligible individuals may enter the Sweepstakes by:

(1) visiting the Sweepstakes landing page located at www.orijenpetfoods.com/en-CA/orijen-sweepstakes.html or www.orijenpetfoods.com/fr-CA/orijen-sweepstakes.html and entering your name and email address; or

(2) sending a self-addressed, stamped envelope to Sponsor at Champion Petfoods USA Inc., Attn.: ORIJEN Sweepstakes Celebrating the Release of Mufasa: The Lion King Sweepstakes Administrator, #301 1103 95 St NW, Edmonton, AB Canada T6X 0P8, along with your full name, email address, and telephone number.

Eligible entries received during the Entry Period will constitute one entry into the Sweepstakes. Limit: one (1) entry per person. ADDITIONAL ENTRIES SUBMITTED IN EXCESS OF THIS LIMITATION BY THE SAME PERSON WILL BE DISQUALIFIED. Automated or bulk entries or entries submitted by third parties will be disqualified. Any attempt to obtain more than the permitted number of entries by using multiple/different email addresses, accounts, identities, forms, registrations and logins, or any other methods, will void that entrant's entries and result in disqualification.

In the event 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" 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. Sponsor, at its discretion, may require a potential winner to show proof of being the authorized account holder or forfeit the prize.

Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified. Sponsor is not responsible for: (i) lost, late, incomplete, damaged, misdirected, misplaced, stolen, tampered with, deleted, illegible, or invalid entries; (ii) any expenses incurred in the creation and submission of any entry; or (iii) lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of Entry will not be deemed proof of receipt by Sponsor.

Ineligible entries include entries that fail to comply with these Official Rules, as well as those that are, in whole or in part, threatening, abusive, harassing, defamatory, libelous, hateful, embarrassing to another person or entity, deceptive, obscene, invasive of another's privacy, tortious, contain racial slurs, or contain explicit or graphic descriptions or accounts of, sexual acts, or are not within the spirit of the Sweepstakes, as determined by Sponsor in its sole discretion.

6. Winner Selection:

On or about January 13, 2025, Sponsor or its designee will randomly select twenty-five (25) potential winners from all eligible entries received during the Entry Period. The odds of winning depend on the number of eligible entries received.

On or about January 17, 2025, potential winners will be contacted via email and/or telephone using the information submitted at the time of entry in order to administer a time-limited mathematical skill-testing question via email. A potential winner must correctly answer such question in the time limit indicated by the Sponsor. If a potential winner does not respond as instructed within five (5) business days after the date of the first attempt by Sponsor or its designees or if a potential winner fails to correctly answer the time-limited mathematical skill-testing question an alternate potential winner may be selected at random from the non-winning, eligible entries. Sponsor or its designees are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify potential winners.

7. Winner Verification:

Potential winners are subject to verification by Sponsor, including but not limited to verification of the potential winners' identity and eligibility under these Official Rules. An entrant is not a winner of any prize unless and until entrant's eligibility and the potential winning entry have been verified and entrant has been notified that verification is complete.

Receiving a prize is contingent upon compliance with these Official Rules. Potential winners may be required to sign an affidavit, release, and/or appropriate income tax reporting documents in order to receive the prize. Failure to sign and return any such requested affidavit, release, or tax reporting document or to comply with any term or condition of these Official Rules may result in prize winner's disqualification, the forfeiture of his or her interest in the prize, and the award of the prize to a substitute winner selected in accordance with Section 6 above.

8. Prizes:

Twenty-five (25) prize winners will each receive two (2) Reward Codes each valid for one (1) \$15 **eGift Card** (Approximate Retail Value ("**ARV**") of each eGift Card: \$15 CAD) via e-mail, subject to the eGift card details below, and a voucher for one 1.8 kg to 2 kg bag of ORIJEN dry kibble dog food or 1.8 kg bag of ORIJEN dry kibble cat food ("**Voucher**") with an ARV of each Voucher ranging from \$47 CAD to \$57 CAD, depending on winner's choice of prize. The aggregate ARV of all prizes to be awarded is \$1,925 CAD to \$2,175 CAD. All applicable federal, provincial, and local taxes are the responsibility of the winner. Winners are responsible for all online charges of any internet service or wireless carrier.

eGift Card Details: Each winner will receive two (2) Reward Codes each valid for one (1) \$15 eGift Card (ARV of each eGift Card: \$15 CAD) via e-mail. Each Reward Code must be activated to receive eGift Card. Reward Code is void if not activated by 2/16/25. eGift Card does not expire. If lost or stolen, cannot be replaced. No cash value, except as required by law. Not valid with any other offer. Not for resale; void if sold or exchanged. Void where prohibited. Limit 2 Rewards per person. Offer and eGift Card valid only in Canada at specified eGift Card merchant. Use of eGift Card is subject to terms and conditions as set forth by the merchant. Please visit merchant's website for terms and conditions, which are subject to change at merchant's sole discretion. The merchant referenced is not a sponsor of the offer or affiliated with the Sponsor and Activate Rewards, LLC. Any merchant logos are trademarks of and owned by each respective company or its affiliates. Activate Rewards, LLC is not a sponsor or co-sponsor of this Sweepstakes.

<u>Voucher Details</u>: Each winner will receive a Voucher via Canada Post mail at the mailing address provided by the winner at the time of winner verification. Each Voucher will expire on December 31, 2025. Each voucher may be redeemed only by purchasing one 1.8 kg to 2 kg bag of ORIJEN dry kibble dog food or 1.8 kg bag of ORIJEN dry kibble cat food in-store through specialty retailers that carry ORIJEN Dog and Cat Food Products in Canada. A Voucher cannot be combined with any other offer, may not be reproduced, and is void if transferred to any person, firm or group prior to store redemption. There is a limit of one Voucher per purchase. Vouchers are not subject to doubling. Any price difference between ORIJEN product selected by winner and maximum voucher value will not be refunded. Additional terms and conditions set forth on the Voucher may apply.

Failure to collect or properly claim any of the potential prizes in accordance with these Official Rules will result in forfeiture of the prize. If forfeited for any reason, winner will not receive any other prize substitution or compensation, and the prize will remain the property of Sponsor and will not be awarded. Prizes are non-transferable and may not be transferred, substituted, redeemed or exchanged for cash or any other prize except as provided herein. Sponsor reserves the right to substitute prize with one of comparable or greater value, at its sole discretion.

9. Release of Claims:

BY PARTICIPATING IN THE SWEEPSTAKES AND RECEIPT OF ANY PRIZE, EACH WINNER AGREES, FOR THEMSELVES AND FOR THEIR HEIRS, EXECUTORS AND ADMINISTRATOR(S), TO RELEASE, DEFEND, AND HOLD HARMLESS THE SWEEPSTAKES ENTITIES, INSTAGRAM, INC., AND META PLATFORMS, INC. AND EACH OF THEIR RESPECTIVE DIRECT OR INDIRECT PARENT, SUBSIDIARY, AFFILIATE, AND RELATED ENTITIES AND ADVERTISING AND PROMOTIONAL AGENCIES AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, LIABILITY, INJURY, DAMAGES, CLAIM OR CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, DIRECTLY OR INDIRECTLY, ARISING OUT OF PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT, POSSESSION, USE OR MISUSE OF ANY PRIZE (INCLUDING ANY TRAVEL OR ANY SUCH ACTIVITIES RELATED THERETO).

10. Indemnification:

To the maximum extent permitted by law, each entrant agrees to defend, indemnify, and hold harmless the Released Parties from and against any and all claims, actions, suits, or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from (i) any misrepresentation made by entrant or the breach of any representation or warranty made by entrant in connection with the Sweepstakes or acceptance or receipt of any prize; or (ii) any non-compliance by the entrant with these Official Rules or any other rules or guidelines provided by Sponsor in connection with the Sweepstakes.

11. Publicity:

Except where prohibited, participation in the Sweepstakes and acceptance of any prize constitutes winner's consent to Sponsor's and its authorized sublicensees' use of winner's name, likeness, photograph, voice, statements and/or hometown and/or state for promotional purposes worldwide, in perpetuity, in any and all media, manner, and formats now known or hereafter devised, without further payment or consideration.

12. General Conditions:

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, widespread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to modify the prize offered herein and to award the prize at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

13. Limitations of Liability:

THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY ANY ENTRANT, PRINTING ERRORS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE 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 THE SWEEPSTAKES; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE SWEEPSTAKES OR THE PROCESSING OF ENTRIES; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. IF FOR ANY REASON AN ENTRANT'S ENTRY IS CONFIRMED TO HAVE BEEN ERRONEOUSLY DELETED, LOST, OR OTHERWISE DESTROYED OR CORRUPTED, ENTRANT'S SOLE REMEDY IS ANOTHER ENTRY, IF POSSIBLE. NO MORE THAN THE STATED NUMBER OF PRIZES WILL BE AWARDED. IN THE EVENT THAT PRODUCTION, TECHNICAL, SEEDING, PROGRAMMING OR ANY OTHER REASONS CAUSE MORE THAN STATED NUMBER OF PRIZES AS SET FORTH IN THESE OFFICAL RULES TO BE AVAILABLE AND/OR CLAIMED, SPONSOR RESERVES THE RIGHT TO AWARD ONLY THE STATED NUMBER OF PRIZES BY A RANDOM DRAWING AMONG ALL LEGITIMATE, UNAWARDED, ELIGIBLE PRIZE CLAIMS.

14. Disclaimer of Warranties:

RELEASED ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, IN REGARD TO THIS SWEEPSTAKES OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES AND/OR DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

15. Disputes; Choice of Law & Forum:

Except where prohibited, entrant agrees that: (1) any and all claims, judgments and awards arising out of or connected with this Sweepstakes or any prize awarded shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, not to exceed one hundred dollars (\$100), but in no event attorneys' fees; and (2) 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, not to exceed one hundred dollars (\$100), and any and all rights to have damages multiplied or otherwise increased. You and Sponsor agree that if there is any controversy, claim, or action arising out of or connected with this Sweepstakes, these Official Rules, or any prize awarded ("Dispute"), both parties shall first try in good faith to settle such Dispute by providing written notice to the other party describing the facts and circumstances of the Dispute (each, a "Dispute Notice") and allowing the receiving party thirty (30) days in which to respond to or settle the Dispute. All Dispute Notices must: (1) be personally signed by the party sending the Dispute Notice; (2) include that party's name, physical address, and email address; (3) describe with specificity the nature and basis of the Dispute and include any supporting documentation; and (4) set forth the alleged damage and harm suffered and the specific relief sought with a calculation for it. Each Dispute Notice is limited to a single Dispute between you and Sponsor. As such, your Dispute and the Disputes of other parties may not be combined into a single Notice. Sponsor will send a Dispute Notice to you at the email address included in your Entry. You may send a Dispute Notice to Sponsor at Champion Petfoods USA Inc., Attn.: Legal Department, 363 Centennial Parkway, Suite 300, Louisville, CO 80027.

Both you and Sponsor agree that the foregoing dispute resolution procedure (the "Informal Resolution Procedure") is a condition precedent that must be satisfied before initiating any litigation against the other party.

ANY CLAIMS YOU MAY HAVE AGAINST US MUST FOLLOW THE INFORMAL RESOLUTION PROCEDURE AS SET FORTH ABOVE AND WILL BE RESOLVED ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF CLASS ACTION. RESOLUTION OF CLAIMS ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY.

IF ANY DISPUTE CANNOT BE RESOLVED BY THE INFORMAL RESOLUTION PROCEDURE, YOU AGREE TO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE PROVINCE OF ALBERTA IN THE CITY OF EDMONTON IN RELATION TO SUCH DISPUTE.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, or a Dispute, shall be governed by, and construed in accordance with, the laws of the Province of Alberta, Canada, and the federal laws of Canada applicable therein, without regard to any conflicts of law provisions, and the form and venue for all such matters shall be Edmonton, Alberta, Canada. Notwithstanding the foregoing or anything else in these Official Rules to the contrary, any and all disputes, claims and causes of action arising out of or connected with the intellectual property of Disney, shall be resolved individually, without resort to any form of class action, shall be governed and construed in accordance with the laws of the State of California, United States of America, and in the event of any dispute, all entrants irrevocably consent to the jurisdiction of the state and federal courts located in Los Angeles, California, United States of America, to resolve such disputes.

IN THE EVENT OF ANY CONFLICT WITH ANY SWEEPSTAKES DETAILS CONTAINED IN THESE OFFICIAL RULES AND SWEEPSTAKES DETAILS CONTAINED IN ANY SWEEPSTAKES MATERIALS (INCLUDING BUT NOT LIMITED TO ELECTRONIC, DIGITAL, AND SOCIAL MEDIA), THE DETAILS OF THE SWEEPSTAKES AS SET FORTH IN THESE OFFICIAL RULES SHALL PREVAIL.

16. Entrant's Personal Information:

Information collected from Entrants is subject to the Sponsor's Privacy Policy: https://www.mars.com/privacy.

17. Winners List:

The identity of the winners (name and province) or a copy of these Official Rules will be made available on request to anyone that mails a written request to the Sponsor at Champion Petfoods USA Inc., Attn.: ORIJEN Sweepstakes Celebrating the Release of *Mufasa: The Lion King* Administrator, 363 Centennial Parkway, Suite 300, Louisville, CO 80027. The winners' list will be available within ten (10) weeks of the closing date of the Entry Period.

18. No Instagram Association:

The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram, Inc. or Meta Platforms, Inc. Information is being provided to the Sweepstakes Entities, not to Instagram, Inc. or Meta Platforms, Inc. Any questions, comments or complaints regarding the Sweepstakes must be directed to the Sponsor and not to Instagram, Inc. or Meta Platforms, Inc. Your participation in this Sweepstakes must at all times comply with all applicable Instagram, Inc. and Meta Platforms, Inc. terms of service. In the event of any violation of such terms of service, the Sponsor may, in its sole and absolute discretion, disqualify you from the Sweepstakes.