

Meijer 2014 Tricks for Treats Halloween Pet Photo Contest

OFFICIAL RULES

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

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.
You are providing information to Meijer, Inc. and not to Facebook

1. HOW TO ENTER: The Meijer 2014 Tricks for Treat Halloween Contest (the “**Contest**”) begins at 12:01 AM EDT on 10/01/2014 and ends at 11:59 P.M. EDT on 10/31/2014, (the “**Contest Period**”). Winner Selection will take place 11/3/2014 through 11/7/2014, (the “**Winner Selection Period**”). During the Contest Period, go to www.facebook.com/meijer (the “**Website**”) and complete the following actions to enter:

- (a) “Like” the Meijer Facebook page. Navigate to the “Trick for Treats” Tab. Click the “Like” button, if you haven’t already, to unlock the Contest entry form;
- (b) Follow the on-screen instructions, including providing your address, city, state zip code and email address, share a Halloween pet photo and submit a Contest entry;
- (c) Limit one (1) entry per person, per day. Each entry by an entrant must be a unique photo. Duplicate entries by a single entrant will be voided. Entries submitted will become the property of Sponsor.

All entries must be received during the Contest Period. Entering the Contest does not make you an automatic winner. Sponsor is not responsible for late, incomplete, invalid, unintelligible, illegible entries, and such entries will be disqualified. Entrants will be selected and Prizes will be awarded in accordance with Sections 2, 4 and 5 below. Email socialsupport@meijer.com for customer support regarding this Contest. Sponsor reserves the right to cancel, suspend and/or modify the Contest at any time.

Submission of an entry grants Sponsor the right to publish, use, adapt, edit and/or modify the photo submitted with the entry in any way, in any and all media, without limitation, and without consideration to the entrant.

2. ENTRY REQUIREMENTS: All submissions must reflect the entrant’s originality, creativity and appropriateness to the Contest theme. In addition to any instructions/requirements that are provided on the Website, each entry must meet the following requirements, (the “**Requirements**”):

- (a) Entry must be an original work and does not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity.
- (b) It must not be or include content which is derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, indecent, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Contest
- (c) It must not contain any content, material or element that displays any third party advertising, slogan, logo or otherwise indicates a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Contest, as determined by Sponsor, in its sole discretion.
- (d) It must not reference any person, group, or organizations without their written permission.
- (e) It cannot contain any content, element, or material that violates a third party’s intellectual property rights, including but not limited to copyrights, trademarks, patents, trade

secrets, logos, contact and licensing rights, rights of publicity or privacy, moral rights, or any other intellectual property rights.

Entries and winners that do not meet these Requirements or otherwise comply with these Official Rules will be disqualified as determined by Sponsor and Judges (as defined in Section 5 below) in their sole discretion.

3. **ELIGIBILITY:** You must be a legal resident of the United States living in Illinois, Indiana, Kentucky, Michigan or Ohio and 18 years of age or older at time of entry. Employees of Meijer Great Lakes Limited Partnership, Avanti Press, Inc., Mars Petcare and their parent, subsidiaries, affiliates, representatives or agencies, and their immediate families or persons residing in the same household of such employees, (collectively “**Sponsor & Others**”) and other individuals/entities associated with this Contest, are not eligible to enter or win. This Contest is void where prohibited or restricted by law and is subject to all applicable federal, state and local laws.

4. **PRIZE, ODDS OF WINNING PRIZE and APPROXIMATE RETAIL VALUE (“ARV”):** The prizes (each, a “**Prize**” collectively, “**Prizes**”) for this Contest consist of the following: **ONE (1) GRAND PRIZE:** your pet photo becomes an Avanti greeting card, sold exclusively at Meijer in 2015 (limited 1,000 pc.) plus receive 100 personal copies with envelopes (within 6 to 8 weeks) (ARV: \$3,839), PEDIGREE® or TEMPTATIONS® Brand Pet Treats for a Year (awarded as 12 vouchers, each redeemable at Meijer for \$20 of PEDIGREE® Brand or TEMPTATIONS® Brand Treats, that expire on 12/31/2015), a \$50 Meijer gift card, and Avanti Swag Collection, (ARV: \$4228). **ONE (1) FIRST PRIZE:** Free Prints from Meijer Photo Department for a year. Defined as: One hundred (100) - 4”x6” prints per month (\$15 value per month (\$.15/print), (ARV: \$180); One (1) - 8”x10” single image print per month (\$2.84 value per month); One (1) \$50 Meijer Gift Card provided by Pedigree; Avanti Swag Collection, ARV:\$264.08. **ONE (1) SECOND PRIZE:** One (1) \$50 Meijer Gift Card, a photo bundle, including one (1) – 16”x20” single panel canvas, one (1) – 8”x10” single image print, and one (1) – 5”x7” mounted print (ARV: \$98.76). **ONE (1) THIRD PRIZE:** One (1) \$50 Meijer Gift Card provided by Pedigree, one (1) year's worth of Avanti greeting cards (ARV: \$1,325). Total ARV for all Prizes: \$5,915.84. Other than shipping of the Prizes (which will be paid for by Sponsor) all other costs associated with the Prizes not specified or mentioned and all applicable federal state and local taxes are the sole responsibility of each winner. Odds of winning depend on the number of eligible entries received from all methods combined. A purchase will not increase your chances of winning. Meijer gift cards must be used in compliance with their terms and conditions as stated at meijer.com/content/content_leftnav_manual.jsp?pageName=giftcard_terms. No transfer of Prize, Prize substitution or cash equivalent of Prize is permitted, except at Sponsor’s sole discretion, and then only for a prize of equal or greater value. The Sponsor & Others make no warranty, representation or guarantee, express or implied, in fact or in law, relative to the use of the Prizes including, without limitation, quality, merchantability and fitness for a particular purpose

5. **WINNER SELECTION:** During the Winner Selection Period, the Grand Prize will be awarded to the eligible entry with the highest overall score; the First Prize will be awarded to the eligible entry with the second highest overall score; the Second Prize will be awarded to the eligible entry with the third highest overall score; and the Third Prize will be awarded to the eligible entry with the fourth highest overall score.

All eligible entries will be judged by a panel of judges selected by Sponsor (collectively, the “**Judges**”) and will be judged equally on the following criteria (collectively, the “**Criteria**”): originality, creativity, and appropriateness to Contest theme.

In the event of a tie, the entry with the highest score in the “creativity” criteria will be chosen as a winner of the tie. If there is still a tie, the entry with the highest score in the “originality” criteria will be chosen as the winner of the tie. If a winner or winning entry fails to meet the Requirements of these Rules or is otherwise ineligible, the next highest scoring entry will be deemed a winner (as applicable). Winners will be sent an email notification. Limit one (1) Prize per person and per household. Each potential winner will be required to sign and return a notarized Affidavit of Eligibility/Compliance (including, without limitation, providing his/her respective Social Security Number for tax purposes) and a Liability/Publicity Release, as

allowed by state law, by the return date specified in the prize notification letter. If any required documents are not returned within the required number of days, or if mail is returned to Sponsor, Sponsor will have the right to select an alternate winner.

6. **RELEASE:** All entrants agree to release the Sponsor & Others and Facebook from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses of any kind to persons and property, including any accident, loss, injury or death resulting from entry into the Contest and/or occurring or in any way related to the Prizes.

7. **LIMITATIONS OF LIABILITY.** Entrant agrees that Sponsor & Others and Facebook are not responsible or liable for and entrant hereby releases Sponsor & Others and Facebook from any claims arising from: (1) incorrect or inaccurate transcription of entry information or late, lost, stolen, illegible, incomplete, misdirected, or entries received through impermissible or illegitimate channels, all of which will be disqualified; (2) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer, network, hardware or software; (3) the unavailability or inaccessibility of any service; (4) unauthorized human intervention in any part of the entry process or the Contest; (5) electronic or human error which may occur in the administration of the Contest or the processing of entries; or (6) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or from downloading any material from Sponsor's Website(s), regardless of whether the material was prepared by any Sponsor, or a third party, and regardless of whether the material is connected to a Sponsor's Website by a hypertext link.

8. **PRIVACY:** Sponsor's use and collection of information provided by entrants (including information provided on the entry form) is subject to Sponsor's privacy policy, a copy of which can be found at: meijer.com/Privacy_Security.cms (the "**Privacy Policy**"). By entering this Contest you consent to that collection and use in accordance with the Privacy Policy. If you do not agree to this Privacy Policy you should not enter.

9. **GENERAL CONDITIONS: NO PURCHASE IS NECESSARY TO WIN A PRIZE.** Contest entries will be declared to be made by the Authorized Account Holder of the Facebook account used to enter and will be deemed to be the entrant. The Authorized Account Holder is defined as the natural person who is assigned to a username by Facebook.com. Participants must enter using only a Facebook.com account subscribed to and registered in his/her name. The potential winner may be required to provide Sponsor with proof that he/she is the authorized account holder of the user name/Facebook account associated with the winning entry. Sponsor reserves the right, in its sole discretion, to prohibit the participation of an individual if fraud, use of robotic, automatic, programmed or like entry methods, or tampering is suspected, or if the individual fails to comply with any requirement of participation or in an unsportsmanlike or disruptive manner as stated herein or with any provision in these Official Rules. If for any reason the Contest is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other cause beyond the control of Sponsor that corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor may, in its sole discretion, substitute prizes, amend the rules, or discontinue the Contest at any time with or without notice; such changes will apply to all entries received prior to or after the change. Entrants agree to be bound by these Official Rules and the decisions of the Sponsor. **INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW.** Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Once submitted, entries become the exclusive property of the Sponsor and will not be acknowledged or returned. The winners, in accepting their Prizes, consent to the use of their names, addresses (city, state), photographs, recipes, and likenesses for purposes of advertising, trade and promoting in any and all media on behalf of the Sponsor, without further compensation, except where prohibited by law. If you have entered online and you would like your e-mail address removed from the Sponsor's e-mail list, go to meijer.com/user/unsubscribe.jsp and click on "Unsubscribe". Please allow up to 10 days to be removed.

10. **GOVERNING LAW & VENUE:** The courts in Kent County, Michigan will have sole jurisdiction of any controversies regarding the Contest and the laws of the state of Michigan shall govern without regard to choice of law provisions. Each entrant waives any and all objections to jurisdiction and hereby irrevocably submits to the venue of those courts within Kent County, Michigan.

11. **WINNERS LIST:** A winners list can be requested between 11/10/2014 and 12/5/2014 by sending a self-addressed, stamped envelope to: Meijer 2014 Tricks for Treat Contest, Winners List Request, P.O. Box 1752, Grand Rapids, MI 49501 – 1863.

12. **SPONSOR:** Meijer Great Lakes Limited Partnership, 2929 Walker Ave., Grand Rapids MI 49544