OFFICIAL RULES - Senior Pet Photo Contest

These are the Official Rules for the Nationwide Senior Pet Photo Contest ("Promotion"). The Promotion is sponsored by Nationwide Mutual Insurance Company ("Nationwide"), One Nationwide Plaza, Columbus, Ohio 43215.

No purchase is necessary to enter or win. Making a purchase will not increase the odds of winning.

1. Eligibility.

- **1.1. Open to Legal Residents.** The Promotion is open to legal residents of the fifty United States and the District of Columbia, except where excluded and prohibited by law, who: (a) are 18 years of age or have reached the age of majority in their jurisdiction of residence at the time of entry, whichever is greater, and (b) are legally able to work in the United States. Excluding the state of Washington and Montana. No purchase is necessary.
- 1.2. Nationwide Excluded. Employees and agents of Nationwide, its affiliates, subsidiaries, advertising and promotion agencies, and any entity involved in the development, production, implementation, administration, or fulfillment of the Promotion (collectively referred to as "Promotion Entities") and their immediate family members and/or those living in the same household of such persons, whether related or not, are not eligible to enter the Promotion.
- **1.3. No Other Sponsorship.** The Promotion is not sponsored, endorsed, administered by, or associated with Facebook, Twitter, or Instagram.

2. How to Enter.

2.1. Promotion Period.

The Promotion begins on August 1, 2022 at 12:01 am PST and ends August 31, 2022 at 11:59 pm PST ("Promotion Period").

2.2. Entry.

To enter the Contest, Entrants must, during the Promotion Period, submit a picture of their senior pet for the Senior Pet Photo Contest. The photo must be publicly posted on one of the following webpage:

https://www.nationwidepetconnect.com/seniorpet

2.3. Restrictions.

Limit one (1) entry during the Promotion Period. Nationwide will disqualify anyone found to have submitted multiple entries. In addition, Nationwide will not consider ineligible, illegible, or incomplete submissions or postings on private Facebook, Twitter, Instagram pages.

2.4. Conditions.

Nationwide reserves the right to exclude entries, at their discretion, for reasons, including, but not limited to:

- **a.** violates or encourages any conduct that violates laws or regulations;
- **b.** contains any information or content we deem to be hateful, violent, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane or otherwise objectionable;
- **c.** infringes any third party's Intellectual Property Rights, privacy rights, publicity rights, or other personal or proprietary rights;
- **d.** contains any information or content you do not have a right to make available under any law or contractual or fiduciary relations; or
- **e.** is fraudulent, false, misleading, or deceptive.

2.5. Participant's Consent.

Entry constitutes consent to participate in Promotions and for Nationwide to obtain, use, and transfer the entrant's photo for Promotion administration purposes. By participating in the Promotion and/or accepting any prize, Entrants grant Nationwide permission to use their name,

likenesses, and image in connection with the Promotion for purposes of advertising, publicity, and promotion purposes, without further compensation to the entrant, unless prohibited by law.

2.6. No Withdrawal.

Once submitted, entries cannot be changed or withdrawn from the Promotion.

2.7. Notice of Termination.

Should the Promotion be terminated before the stated expiration date, Nationwide will post a notice at https://www.nationwidepetconnect.com/seniorpet.

3. Winners.

A panel of judges selected by Nationwide will select the winners and announce the results by September 14, 2022. If a winner is not eligible to win or if Nationwide cannot contact the winner after a good faith effort, the prize will be forfeited. Judges will select five (5) winners during the Promotion Period from all eligible entries. Winners will be notified by September 14, 2022.

4. Judging Criteria.

The judging criteria are as follows: [(1) Positive emotion – 25%; (2) Quality photo – 25%; (3) Humorous picture – 25%; (4) Uniqueness of pet name or picture – 25%. All ties will be broken by an alternative judge chosen by Nationwide and reserved for this specific purpose. During the Promotional Period, five (5) winners will be selected from all eligible daily entries by officials selected by Nationwide. All decisions by the judges will be final.

5. Prizes

- (a) Five winners will be selected during the Promotional Period. Winners will receive one (1) \$100 Amazon eGift Card. Approximate value: \$100.00 each. Total ARV: \$500.00.
- (b) **Expenses and Taxes.** Prize winners are responsible for any expenses incurred in connection with the prizes. No substitution or transfer of prizes is permitted, except that Nationwide reserves the right to substitute a prize of equal or greater value if an offered prize is unavailable. All federal, state, and local taxes on prizes are the sole responsibility of the winner. Prize details not set forth herein are the sole discretion of Nationwide.
- (c) **Legal Documents.** If requested, winners must execute and return an Affidavit of Eligibility, Liability Release, and (where legal) Publicity Release within three days of notification. Failure to do so may result in disqualification, forfeiture, or award to an alternate winner.

6. Release.

All entrants agree to release and hold harmless Nationwide, DVM360, , and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's shareholders, officers, directors, employees, members, assigns and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

7. General Rules.

7.1. Applicable Laws. This promotion is governed by and subject to the laws of the United States and the state of Ohio without giving effect to the conflict of laws rules thereof. All federal, state, and local laws and regulations apply. The Contest is void where prohibited by law. The prize winner may receive an IRS 1099 form for the value of their prizes. Entrants agree to be bound by the Official Rules and the judges' decisions, which are final and binding on all matters relating to Promotions.

- **7.2. No Responsibility.** Nationwide, and each of its respective affiliates, subsidiaries, parent corporations, and their respective officers, directors, shareholders, employees, and agents, are not responsible for any incorrect or inaccurate entry information, theft, tampering, destruction, or unauthorized access to, or alteration of entries; printing or other errors; and any entries or mail which are late, lost, delayed, incomplete, misdirected, stolen, mutilated, illegible, postage-due, or any combination of the above.
- **7.3. Nationwide's Rights.** Nationwide can void any entrant's entry who it believes has attempted to tamper with or impair Promotion administration, security, fairness, or proper play. Nationwide reserves the right to modify, suspend or terminate the Promotion if necessary due to circumstances beyond Nationwide's control. If the Promotion is terminated early, the judges will select the winners from all eligible entries received at the time of termination.

8. Governing Law and Disputes.

- **8.1. Governing Law.** This Promotion is governed by and subject to the laws of the United States and the state of Ohio without giving effect to the conflict of laws rules thereof.
- **8.2. Disputes.** Except where prohibited, the entrant agrees that any and all disputes that cannot be resolved between the parties, and all claims and causes of action arising out of or connected with the Promotion or any prize awarded, or the determination of winner shall be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental, or consequential damages or any other damages, including attorneys' fees. Entrant further waives all rights to have damages multiplied or increased.

9. Privacy.

By entering into this Contest, you also agree to Nationwide's use of your personal information as described in the Nationwide Privacy Policy at http://www.petinsurance.com/privacy.aspx.

10. Winner List.

For an Official Prize Winners List (available 30 days after Promotion end date) or a copy of these Official Rules, send a self-addressed, stamped envelope to: Nationwide Senior Pet Photo Contest Official Rules, Nationwide, Pet Marketing Department, One Nationwide Plaza, MC 1-28-101, Columbus, Ohio 43215.

11. Abbreviated Rules.

No purchase is necessary. The Contest begins on 08/01/22 at 12:01am PST and ends on 08/31/22 at 11:59pm PST. Contest open to legal residents of U.S. and except where prohibited by law, who are at least 18. Official Rules located at https://www.nationwidepetconnect.com/seniorpet.