

## OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MANY WILL ENTER, FEW WILL WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU MUST HAVE PERMISSION FROM YOUR PARENT OR LEGAL GUARDIAN TO ENTER. INTERNET ACCESS AND EMAIL ADDRESS REQUIRED. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS WILL APPLY. VOID WHERE PROHIBITED.

1. Eligibility: AKC National Championship Art Contest (the "Contest") is open to legal residents of Florida, who are enrolled in school (or homeschooled) and are in grades kindergarten through twelve (K – 12) at the time of entry. Employees of American Kennel Club and its affiliated companies ("Contest Entities") as well as the immediate family (spouse, parents, siblings and children) and household members are not eligible to enter. Participation in the Contest constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited by law.
2. Sponsor: The American Kennel Club, Inc., 101 Park Avenue, New York, NY 10178.
3. Contest Description: The Contest begins on September 9<sup>th</sup>, 2019, at 8:00am EDT and ends on November 15<sup>th</sup> 2019 (the "Contest Period") at 12:00pm EDT. Sponsor's computer is the official time-keeping device for this Contest. All entries must be postmarked by November 15<sup>th</sup>, 2019
4. How to Enter: To participate, you will need to create a picture on 8.5" x 11" paper of a dog of your choosing (the "Picture"). The Picture may be created by drawing, painting, mixed media, or digital art. The Picture must be an original picture created by you and must not have been submitted in any other contest or promotion. Your parent or legal guardian ("Parent") must fill out a Student Entry Form, Release and Waiver ("Entry Form"). Your Picture and the Entry Form must be mailed to:

American Kennel Club  
Attn: Public Education Department  
8051 Arco Corporate Drive  
Suite 100  
Raleigh, NC 27617

LIMIT: ONE (1) ENTRY PER PERSON. All entries, once submitted, become the property of Sponsor and will not be acknowledged or returned. Use of any automated system or of multiple accounts to enter the Contest is prohibited and may result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which will be disqualified.

5. Agreement to Official Rules and Policies: By participating, entrants and Parents agree to abide by and be bound by these Official Rules. The decisions of the Sponsor are final and binding in all respects. Winning a prize is contingent upon fulfilling all requirements set forth herein.

6. Winner Determination: The entries will be split up into three (3) grade categories (each, a "Grade Category"): K-5, 6-8 and 9-12. Once all entries have been submitted, they will be judged by a qualified panel of judges (to be selected by Sponsor in its sole discretion) at the conclusion of the Contest Period based on the following judging criteria:

Creativity (40%)

"Fit to the Activities with my dog"

theme (30%)

Quality of Picture (30%)

Each entry will be assigned a score for each judging criteria. The ten (10) Pictures from each Grade Category with the highest scores (the "Finalists") will be displayed at the AKC National Championship, December 14-15 2019, at the Orange County Convention Center in Orlando, FL. By submitting your entry, you and your Parent agree to have your Picture displayed at RDO Day. The one (1) Picture from each Grade Category with the highest score will be deemed the potential winner for that Grade Category (subject to verification and compliance with these Official Rules) (the "Category Winner"). In the event of a tie for a potential Category Winner, the head judge will select the potential Category Winner based on Creativity of the Picture.

7. Winner Requirements: On or about November 25<sup>th</sup>, 2019, Sponsor will send via e-mail a notification to the Parent of the Finalists and Category Winners. Each Parent will be required to take the specified steps provided in the message within forty-eight (48) hours of receiving the win notification. If the Parent of a potential winner of any prize cannot be contacted, fails to respond within the required time period, fails to provide the required documentation/assurances, or does not comply with these Official Rules, the potential winner will be disqualified and forfeits the prize. If a prize is forfeited or returned as undeliverable, Sponsor may award the applicable prize to a runner-up who received the next highest score. Each potential winner's Parent agrees to indemnify Sponsor, Released Parties (as defined in Section 11) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms. Prizes will be mailed to the Parent of the winners within 4 - 6 weeks after end of Contest Period.

8. Prizes: There will be one (1) first place prize in each Grade Category (i.e. three (3) prizes) and prizes for each Finalist (i.e. 30 (30) Finalist prizes).

The first-place prizes are as follows: AKC pencil and \$50 Amazon gift card (Approximate Retail Value ("ARV"): \$52.00).

Finalist Prizes- Ribbon (ARV) \$2.00

Prizes are awarded "as is" with no warranty or guarantee, either express or implied. No substitution, exchange or transfer of prize by any winner is permitted. Prizes cannot be redeemed for cash. Sponsor reserves the right to substitute any prize for one of equal or greater value, at its sole discretion. Each prize winner is responsible for all travel, travel costs, taxes and fees associated with prize receipt and/or use. Limit: one (1) prize per person except Category Winners will receive one (1) first place prize and one (1) Finalist prize.

9. License to Use Entries: By entering the Contest, all entrants and Parents grant an irrevocable, unconditional, perpetual, worldwide, non-exclusive right and license to Sponsor and each of its designees to use entrant's Picture and entrant's first name, age, likeness, prize information, grade, name of school, city and state of residence in connection with the Contest, for advertising, promotional and other purposes, in any manner, in any and all media, now or hereafter devised without further consideration, notification or permission.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. 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 Contest or to be acting in violation of the Official Rules of this or any other Contest or in an inappropriate, unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest 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.

11. Release and Limitations of Liability: By participating in the Contest, each Parent agrees to release and hold the Contest Entities and their respective related companies, parents, subsidiaries, affiliates, and their respective agents and agencies, promotional partners, prize partners, and their respective officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or use of the prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) errors in the administration of the Contest; (e) late, lost, stolen, illegible, inaccurate, delayed, misdirected or undeliverable, posts, email, mail; or (f) 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 Contest. Each Parent further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest and in no event shall the Released Parties be liable for attorney's

fees. Each Parent waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

12. Disputes: Except where prohibited, each entrant and Parent agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded (“Claims”) shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in New York, New York. All Claims, issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York and the federal laws of the United States of America without giving effect to any choice of law or conflict of law rules or provisions, which would cause the application of the laws of any jurisdiction other than New York. Each entrant and Parent agrees that: (1) any and all Claims, judgments and awards shall be limited to actual out-of-pocket costs, but in no event including attorneys' fees, disbursements or court costs; and (2) under no circumstances will entrant and/or Parent be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages, and any other damages, other than for actual out-of-pocket costs.

13. Collection and Use of Personal Information: By entering the Contest, Parents agree to Sponsor’s collection, use and disclosure of entrant’s and parent's personal information as described in Sponsor’s Privacy Statement, located at <http://www.akc.org/about/site/privacystatement.cfm>; and parents agree that personal data submitted with an entry, including but not limited to name, mailing address, phone number and email address may be collected, processed, shared, disclosed, stored, maintained and otherwise used by Sponsor for the purposes of conducting and administering the Contest; for marketing purposes by the Sponsor if entrant has opted-in to receive marketing communication from Sponsor; and for any other purpose outlined in these Official Rules.

14. Winners List: You may request a list of the winners by emailing the AKC Public Education Department at [publiced@akc.org](mailto:publiced@akc.org), with the subject line “AKC Orlando Art Contest,” on or before October 1<sup>st</sup>, 2019.

WHILE THE FIRST-PLACE PRIZE INCLUDES AN AMAZON.COM GIFT CARD, AMAZON.COM IN NO WAY, SHAPE OR FORM ENDORSES THIS CONTEST OR SPONSOR.