

**APC, LLC CONTEST  
Official Rules**

**NO PURCHASE REQUIRED. A PURCHASE WILL NOT AFFECT YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED AND SUBJECT TO ALL LAWS.**

**ELIGIBILITY:** The APC, LLC Contest (the "Promotion") is only open to legal residents of the United States who are at least 18 years of age at the time of entry. Employees, officers and directors of APC, LLC and its parent, affiliate and subsidiary companies, retailers, advertising, promotion and judging agencies, webmasters/suppliers, and members of their immediate families (children, parents (whether biological, adoptive, step or in-law), siblings and spouses of each) and persons residing in the same household (whether or not related) are not eligible to participate. By entering, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which are final and binding regarding all matters pertaining to the Promotion.

**HOW TO ENTER THE CONTEST: Limit one entry per person and email address.** Between the promotion begin date and the promotion end date, provide the required fields as well as follow all directions to enter. You will be required to submit your name, email address, mailing address and to agree to these Official Rules and all other terms and conditions specified on the Website: [www.apcpet.com](http://www.apcpet.com). Multiple entrants are not permitted to share the same email address. In the event of a dispute regarding the identity of entrant, the authorized account holder of the email address used to register will be deemed to be the entrant or player. 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. Potential winners may be required to show proof of being the authorized account holder. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant will be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, illegible, invalid, incomplete, unintelligible, stolen or misdirected entries or correspondence.

Once an entry is submitted it cannot be changed in any way and becomes the sole property of the Sponsor and neither it nor related correspondence or inquiries will be acknowledged or returned.

Each entrant warrants and represents the submission complies with each of the following restrictions and requirements.

**SUBMISSION RESTRICTIONS AND REQUIREMENTS:**

- Must reside in the United States

Entrants who do not comply with these or any other terms or conditions of the Official Rules will be entirely disqualified. Any entry which Sponsor, in its sole opinion, deems to be inappropriate for publication for any reason will not be considered, and the entrant submitting that entry will be entirely disqualified. By entering, each entrant grants to Sponsor full permission to post his/her photograph, name and city of residence on the Website.

**CONTEST VOTING:** Once the winner is notified by e-mail on or about 30 days of promotion begin date and may be required to complete, sign, and return an Affidavit of Eligibility, a Liability Release and, where lawful, a Publicity Release within seven days of the receipt of the Prize Notification and documents. If documents are not timely returned, or if a notification is returned as non-deliverable, or if the prize winner is found to be ineligible or not in compliance with these Official Rules, that prize winner will be disqualified and an alternate selected.

THE WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, AND THEIR ELIGIBILITY AND COMPLIANCE WITH THESE OFFICIAL RULES HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

**CONTEST PRIZE:** The winning entrant will receive the following prize(s) as promoted on the website: Woof Pupsicle Starter Pack, Pupsicle Refill Packs: Allergy Support, All-In-1 Health, Calming. The prize is valued at \$115.

**GENERAL CONDITIONS:** Winner consents to the use of their photo, name, likeness and biographical information for use in worldwide advertising, promotion and/or publicity, without compensation or right of review or approval where not prohibited. Further, they agree: (a) to release, discharge, indemnify and hold Sponsor, and its respective affiliate, subsidiary and related companies, retailers, advertising and promotion agencies, and all of their respective employees, officers and directors, representatives and agents and judges (collectively and individually the "Releasers"), harmless from and against any and all liability, claims, action, or proceedings, losses, injuries and damages of any kind (whether due to negligence or otherwise), including personal injury, death, and/or property damage, and/or breach or failure of any representation or warranty, and/or infringement of any third party's Intellectual Property rights (including, but not limited to, copyright, trademark/trade name, and/or infringement of rights of publicity or privacy, defamation, slander, or libel, or portrayal in a false light) arising, in whole or in part, directly or indirectly, from entrant's acceptance, possession, use or misuse of any prize or their participation in any aspect of the Promotion, or any Promotion related activity and to Sponsor's (or those acting pursuant to Sponsor's authority) use of winner's name, biographical information, photograph, voice and/or likeness, related prize information, entry (each or all of which Sponsor may change, modify or edit, or use alone, together or with other works, and/or use in a distorted, illusory or composite form) for advertising, promotion and/or publicity purposes.

Entrants also agree not to release any publicity or other materials on their own or through someone else regarding any aspect of their participation, including winning a prize, in the Promotion without the prior written consent of the Sponsor, which Sponsor may withhold in its sole discretion.

**REPRESENTATIONS, WARRANTIES AND INDEMNITIES:** Each Entrant represents and warrants that they (a) are 18 years or older and have the full right, power, and authority to enter into this Agreement; (b) can fully and lawfully perform their obligations hereunder and grant the rights set forth in this Agreement; (c) will comply fully with all terms of these Official Rules; (d) the Photo they submit and the exercise of Sponsor's rights in and to the Photo hereunder, do not and will not violate, misappropriate or infringe any third party's intellectual property rights, including but not limited to trademark rights, copyrights, moral rights and privacy or publicity rights; (e) possess all rights necessary for the Sponsor's reproduction, distribution, transmission, public performance, public display, and other exploitation of the Photo as permitted hereunder; (f) that all factual statements and information submitted for the Promotion are accurate, truthful and not misleading; and (g) that the Photo which they submit is original to and created by themselves.

By entering the Promotion, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion shall be governed by, and construed in accordance with the laws of the State of Iowa, without giving effect to any choice of law or conflict of law rules.

**Limitations of Liability:** Releasees are not responsible for typographical errors in these Official Rules or Promotion-related advertising, or promotional materials, lost, late, damaged, stolen, separated, incomplete, illegible, misdirected or non-delivered entries; or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website or other connections availability, accessibility or traffic congestion, or miscommunications, or failed computer, network, telephone, satellite, or cable hardware, software or lines, or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions, or computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information. Releasees are not responsible for any incorrect or inaccurate information, including but not limited to typographical errors, whether caused by Website users, or by any equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of Website. Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process or operation of the Promotion or Website who may be acting in violation of the terms of the Website or to be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. Releasees are not responsible for injury or damage to participants' or any other person's computer related to or resulting from participating in the Promotion or downloading or copying materials from or use of Website. If, for any reason, the Promotion is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failure or any other causes which, in the sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend all or any part of the Promotion, and determine the winner from entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. Notice of termination will be provided on the Website. Any attempt to deliberately damage the Website or undermine the legitimate operation of the Promotion is unlawful and subject to legal action by Sponsor or its agents, Releasees are not responsible for fraudulent communications made to entrants not by any third party.

The information entrants provide when registering for the Promotion will be subject to the Privacy Policy set forth on the Website.

By participating, Entrants agree that in no event will Sponsor or any of the other Released Parties be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of Entrant's access to and use of the Website, or the downloading from and/or printing material downloaded from said Website. Without limiting the foregoing, everything on the Website is provided "as is" without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Information submitted in connection with the Promotion becomes the property of Sponsor and may not be acknowledged or returned.

In the event the Sponsor is prevented from continuing with this Promotion, or the integrity and/or feasibility of the Promotion is corrupted in any manner due to fraud or other occurrences or is undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared) terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court of jurisdiction, or other cause not reasonably within the Sponsor's control (each a "Force Majeure" event), Sponsor may, in its sole discretion, abbreviate, modify, suspend, cancel or terminate the Promotion without notice or further obligation. If Sponsor elects to abbreviate the Promotion as a result of a Force Majeure event, Sponsor has the right, but not the obligation, to award the prize from among all valid and eligible entries received up to the time of such Force Majeure event. All entries are the property of the Sponsor and will not be returned.

**IN NO EVENT WILL RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANTS' ACCESS TO AND USE OF THE WEBSITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.**

**ARBITRATION/CHOICE OF LAW:** Any disputes that may arise related to or in connection with this Promotion, shall be governed in all respects by the laws of the State of Iowa without regard to the conflicts of laws principles of any jurisdiction. Except where prohibited, Entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, including but not limited to any prize awarded or the determination of the winners, shall be resolved individually, without resort to any form of class action or other litigation, and exclusively by final and binding arbitration pursuant to the Rules of the American Arbitration Association, then effective, and held at the AAA regional office nearest the Sponsor's legal residence; (b) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (c) judgment upon such arbitration award may be entered in any court having jurisdiction and (d) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this promotion but in no event attorney's fees; and (e) under no circumstances will participants be permitted to obtain awards for punitive, incidental, consequential or any other damages, other than for the actual out-of-pocket costs mentioned above.

**WINNERS LIST:** Prize winners will be notified via email on or about November 4, 2024. While we do not plan to publicly post a winners list, participants may request the names of the winners by contacting us directly.

**SPONSOR:** APC, LLC., 2425 SE Oak Tree Court, Ankeny, IA 50021

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