

**THE BLUE BUFFALO COMPANY
HALLOWEEN COSTUME CONTEST**

OFFICIAL RULES

OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES, THE DISTRICT OF COLUMBIA AND CANADA. ENTRANTS MUST BE AT LEAST EIGHTEEN (18) YEARS OLD AT THE TIME OF ENTRY.

1. **HOW TO ENTER.** The Halloween Costume Contest (the "Contest") begins at 1:00 pm (ET) on **October 9, 2013** and ends on at 12:00 am (ET) on **November 1, 2013** (the "Contest Period"). **To enter, visit the Blue's Buddies website and click the link to visit the Contest entry page.** Once on the entry page, complete the online entry form with your name, address, email address, telephone number and date of birth, and upload your photo. Photo must depict your own dog or cat wearing a Halloween costume. Photo must be in JPG, GIF or PNG format and have a file size no greater than 10 MB. Once a photo is submitted, it cannot be changed or modified.

Photo must include dogs and cats in costume and must not include any human family members or friends. Pet safety and comfort should be considered at all times. Photo must not include unlawful, threatening, libelous, defamatory, indecent, obscene, violent, vulgar, pornographic or profane material, material that violates the intellectual property, privacy or other rights of third parties, or material that otherwise violates these Official Rules in whole or in part. By submitting your photo, you acknowledge and agree that your photo may be posted online on Blue Buffalo's Facebook page and/or on Blue Buffalo's website for fan voting or any other purpose. Any photo that contains humans or is otherwise deemed inappropriate or not suitable will be disqualified at the sole discretion of Sponsor. By entering, you represent and warrant that: the photo is your sole and original creation and has not been copied in whole or in part from any other work; the photo does not violate or infringe any copyright, trademark/tradename or intellectual property right or other property right of any person or entity; and the photo has not been published online or elsewhere or submitted to any competition or other promotion besides this one. Any costs incurred in creating a photo are to be borne by the contestant, and contestants will not be reimbursed by Sponsor or anyone else.

In the event of any dispute regarding the identity of a person submitting an entry, the entry will be deemed submitted by the authorized email account holder, which is defined for purposes of these Official Rules as the natural person who is assigned to an email address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses for the domain associated with the submitted email address. A selected winner may be requested to provide the Sponsor with proof that the selected winner is the authorized account holder of the email address associated with the winning entry. If a dispute cannot be resolved, the entry will be deemed ineligible. **NO PURCHASE NECESSARY.** A purchase will not increase your chances of winning. **VOID WHERE PROHIBITED.**

2. **ELIGIBILITY.** Contest open only to legal residents of the fifty (50) United States, the District of Columbia and Canada who are at least eighteen (18) years old at the time of entry and who own a dog or a cat. Employees of Sponsor, and its affiliates, advertising and promotion agencies, and anyone involved in the development or execution of this promotion,

and the immediate families (parents, spouses, siblings, and children and their spouses) and members of the households of such employees are ineligible.

3. **SELECTION OF WINNERS.**

First Round: All eligible photos received during the Contest Period will be posted online at www.bluesbuddies.com within 3 days of entry (all entries will be moderated) and will remain posted until October 31, 2013 (the "Fan Viewing Period"). Members of the general public will be asked to vote for their favorite photo, according to the following criteria: (1) cuteness of pet; (2) uniqueness & creativity of costume; and (3) overall visual appeal according to the three criteria listed below, during the Fan Viewing Period. The one contestant whose dog photo receives the most votes and the one contestant whose cat photo receives the most votes during the Fan Viewing Period will be deemed the Grand Prize winners, subject to confirmation in accordance with these Official Rules. Each of the criteria will be given equal weight. In the event of a tie, the tie will be broken by the Judges who shall select the photo that best meets criteria # 2. The decisions of the Judges are final and not subject to appeal.

A person must be eighteen (18) years of age or older to vote for photos. Individuals are limited to a maximum of **1 vote per entry per day**. The use of robotic or automatic devices for voting (or use of any other artifice or device to manipulate the voting totals) is prohibited, and Sponsor reserves the right to nullify all such votes and to disqualify from voting the responsible individual. Sponsor may also take other actions that it deems necessary or appropriate.

Sponsor's decisions are final and binding on all aspects of the Contest and are not subject to appeal. Sponsor will attempt to contact the selected Grand Prize Winners by e-mail within **five (5) days** following the end of the Fan Viewing Period. The selected Grand Prize Winner may be required to complete and sign an Affidavit of Eligibility, a Liability Release and, where legal, a Publicity Release, and any other documentation that Sponsor may require, confirming eligibility and compliance with these Official Rules including, but not limited to, confirming the assignment of all rights in the winner's photo to Sponsor and releasing Sponsor from any and all liability relating to the Contest or any prize, and to see to it that Sponsor is in receipt of these documents within ten (10) days of having received the same. If a selected Grand Prize Winner is a minor in his/her state of residence at the time he/she is asked to sign these documents, the minor's parent or legal guardian also will be required to sign these documents. In all cases, Sponsor reserves the right to request proof of residency, age and parenthood or guardianship and/or any other eligibility factors, and a winner will be deemed to have forfeited the prize if Sponsor, in its sole discretion, finds that the proof is unsatisfactory.

If a selected Grand Prize Winner cannot be personally contacted, if any document is returned as non-deliverable, or if a selected Grand Prize Winner fails to return the completed documents and/or fails to comply with any of the requirements of these Official Rules, the prize will be forfeited and the contestant with the next highest number of votes shall be selected and confirmed as the Grand Prize Winner in accordance with these Official Rules.

4. **TWO (2) GRAND PRIZES:** One (1) Dog Grand Prize awarded to the dog with the most votes consisting of a \$500 gift card to a major pet retailer to be used for BLUE dog food or for any other purpose of Dog Grand Prize Winner's choosing. Approximate Retail Value ("ARV") of Dog Grand Prize: \$500. One (1) Cat Grand Prize awarded to the cat with the most votes consisting of a \$350 gift card to a major pet retailer to be used for BLUE cat food or for any other purpose of Cat Grand Prize Winner's choosing. Approximate Retail Value ("ARV") of Cat Grand Prize: \$350.

All expenses not specified in these Official Rules, including, without limitation, taxes and insurance, are solely Grand Prize Winner's responsibility. Grand Prize Winner shall be responsible for all applicable federal, state and local taxes, including, but not limited to, any sales and income taxes. Grand Prize may not be substituted, transferred or redeemed for cash, except by Sponsor, who reserves the right to substitute a similar prize of comparable or greater value in its sole discretion.

5. **OWNERSHIP AND PUBLICITY RIGHTS.** Photos will be retained by Sponsor and will not be returned. By entering the Contest, each contestant represents that he/she owns the photo that he/she submitted, and he/she waives all rights in the photo and assigns all rights, title and interest in and to photo, including, copyrights, to Sponsor. Each contestant acknowledges and agrees that, once submitted, Sponsor owns the photo and Sponsor shall have the exclusive, unrestricted, perpetual, royalty-free, worldwide, freely-assignable and irrevocable right to use, edit, alter, copy, reproduce, license, sell, rent, disclose, display, publish, prepare derivative works from, perform, distribute, exhibit, broadcast, or otherwise exploit the photo, in whole or in part, in any form, media or technology, now known or hereafter developed, including, without limitation, print, broadcast television, radio and the Internet, for any purpose whatsoever, including, but not limited to, advertising, promotion, entertainment and commercial purposes, without any payment to, or further authorization by, the contestant. Although Sponsor has all such exclusive rights of ownership, it is not obligated to exercise these rights. Each contestant further agrees that Sponsor has the unrestricted, irrevocable right, but not the obligation, to use contestant's name, address, photograph, picture, likeness, moving image, voice, biographical material, and personal information, whether in their original form or as altered, edited, lifted or reproduced by Sponsor or its parent companies, subsidiaries, affiliates, agents, contractors and representatives (collectively, a contestant's "Likeness"), in perpetuity throughout the world, whether in connection with the Contest or not, in any and all media for any and all purposes without additional consideration to, or further authorization by, the contestant. By entering the Contest, each contestant represents and warrants that he/she has the right to grant to Sponsor all the rights granted in this Paragraph. By entering this Contest, each contestant further signifies his/her agreement that (i) excepting contestant's enjoyment of the photo in the privacy of his/her home, contestant may not use or permit others to use the photo without obtaining the prior written approval of Sponsor; and (ii) contestant will execute such further documents and instruments and take any further acts as Sponsor may reasonably request in order to effectuate these terms.

6. **GENERAL TERMS AND CONDITIONS.** Contest subject to all applicable Federal, state and local laws and regulations. Sponsor reserves the right, in its sole discretion, to withdraw, suspend or amend this Contest in any way, at any time, and without notice if for any reason this Contest is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest. Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry or voting process, and to select a winner from among

all eligible, non-suspect entries received as of the action requiring such termination. By entering the Contest, each contestant agrees to release, indemnify and hold harmless Sponsor, Facebook and all others involved in the development, execution and administration of this Contest and each of their respective parent companies, subsidiaries, affiliates, representatives and agents and each of their respective owners, shareholders, agents, officers, directors, employees and representatives (collectively, the "Releasees"), from any and all liability arising in any way from the Contest, the receipt, use or misuse of a prize or parts thereof, contestant's production and submission of his/her photo and the Releasees' review and use of the photo or his/her Likeness, or any parts thereof, including, without limitation, liability (i) for death, personal injury and property damage; (ii) to any other persons, including, without limitation, liability arising from any claim relating to the breach or alleged breach of the representations and warranties contestant is making in connection with contestant's photo; (iii) by virtue of any blurring, distortion, alteration or optical illusion that may occur, whether intentional or otherwise, in connection with the exercise of Sponsor's rights hereunder; and (iv) for any similarities between contestant's photo and future Sponsor products, programs, marketing materials or advertisements. By entering the Contest, each contestant irrevocably agrees in all cases to waive any right that he/she may have to inspect and/or approve Sponsor's use of his/her Likeness and/or photo or any related finished product or copy that may be used in connection with the same. Releasees assume no responsibility for (i) lost, late, stolen, illegible, incomplete, damaged, misdirected, misplaced or mutilated entries; (ii) malfunctioning computers or cameras; (iii) lost, interrupted or unavailable network, server or other connections, miscommunications, failed telephone or computer hardware or software transmissions or technical failures, or incomplete, delayed or garbled transmissions; or (iv) other errors or problems of any kind, whether mechanical, electronic, human or otherwise. If Sponsor determines that there is any suspected or actual tampering with the Contest, or if technical difficulties compromise the integrity of the Contest, Sponsor reserves the right, in its sole discretion, to void any entries that appear to have been submitted fraudulently or to cancel or modify the Contest, in whole or in part. Incomplete entries will be disqualified. In all cases, Sponsor reserves the right to confirm a contestant's eligibility to win a prize and Sponsor may require proof of age and residency and the contestant will be disqualified if Sponsor, in its sole discretion, finds the proof unsatisfactory. Sponsor further reserves the right to disqualify any contestant whose behavior, past or present, Sponsor, in its sole discretion, deems to be inappropriate, a threat or danger to others and/or an embarrassment to Sponsor. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

7. **DISPUTES/GOVERNING LAW.** Any claims arising out of the Contest shall be governed solely by United States law and may be brought only in a federal or state court located in Connecticut. If any provisions of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

8. **DATA COLLECTION.** Sponsor, not Facebook, collects personal information from you when you enter the Contest. See Sponsor's privacy policy at <http://www.bluesbuddies.com/privacy> for information about how personal information may be used.

9. **OFFICIAL RULES/WINNERS LIST.** For the name of the Grand Prize Winner or for a copy of these Official Rules, send a self-addressed, stamped envelope (VT residents may omit

return postage) to: Blue Buffalo Halloween Costume Contest Rules/Winners List Request (as applicable), P.O. Box 770, Wilton, CT 06897. Requests must be received by **November 30, 2013**.

10. **SPONSOR.** This Contest is sponsored by The Blue Buffalo Company, P.O. Box 770, Wilton, CT 06897. This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook.