



Dover Dog Howloween Costume Photo Contest Rules

1. NO PURCHASE NECESSARY TO ENTER OR WIN. The "#doverdoghowloween" ("Contest") is designed to allow entrants 18 years or older to celebrate your pets and dressed in Howloween Costume. Entrants are encouraged to be creative in dressing their pet for Howloween.. The Category Prize Winners will be decided by the most votes received from website visitors. The People's Choice Winner will be decided by the most overall votes received from website visitors.

By participating in this Contest, Entrants agree to be bound by these Official Rules and to the judge's decisions, which are final and binding on all matters relating to the Contest. The Sponsor of this Contest is Dover Dog Howloween, 24 Chestnut St., Dover NH 03820. The Contest will operate as described below, on or about the stated dates:

- **Contest Period (10/1/20 – 10/25/20):** The contest begins at 8:30 a.m. E.D.T. on October 1, 2020 and ends at 11:59 p.m. E.D.T. on October 25, 2020 (the "Contest Period"). The Sponsor reserves the right to extend contest period if at least 30 Photo submissions are not received by submission deadline.
- **Submission Period (10/1/20 – 10/25/20):** Photos are submitted according to the "How to Enter" description in Section 3 of the Official Rules.
- **Public Voting Period (10/1/20 – 10/25/20):** All qualified Photos submissions will be available to view and vote on at the Contest website (<https://www.gogophotocontest.com/ddhcostumecontest>) from 12:00 a.m. E.D.T. on October 1, 2020 until 11:59 p.m. E.D.T. on October 25, 2020 (the "Voting Period"). The Photo with the most "votes" during the Voting Period (as of 11:59 p.m. E.D.T on October 30,2020) will be the People's Choice Winner and each category winner will be announced at the same time.
- One People's Choice Winner and each category winner will be announced on or about October 31, 2020, 8:00pm E.D.T.
- **Notification Period (10/31/20 – 11/7/20):** The Sponsor shall attempt to contact The People's Choice Winner, and category winners as described in Section 5 of the Official Rules.

2. ELIGIBILITY: Contest is open to entrants ("Entrants") who are legal residents of the United States. Void where prohibited.

Entrants must be 18 years of age or older. Employees, managers, contractors, vendors and members of their immediate families, and those living in the same household, who are either making financial or prize contributions are ineligible. This contest is for amateur Photographers only, professionals are prohibited. A professional Photographer is someone who has accepted money, royalties, or some other form of payment for their Photo or Photo editing work.

Each Entrant must be the rightful owner of the E-mail address used to log in and upload the Photo Submission (as described in Section 3, below). In the event of a dispute as to the identity of a winner, the winner will be deemed to be the natural person in whose name the E-mail account is associated with. The

"authorized account holder" is defined as the natural person to whom the E-mail address is assigned by an Internet service provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning E-mail addresses for the domain associated with the submitted E-mail address. Entry constitutes Entrant's certification that he/she meets the eligibility requirements set forth in these official rules. Sponsor reserves the right to verify eligibility of any potential winner. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. HOW TO ENTER: To enter, visit <https://doverdoghowloween.com/ddh-costume-contest/> and upload your photo contest entry. You must completely and accurately submit all required information to enter.

All Submissions must be received by 11:59 p.m. E.D.T. on Friday, October 25, 2020. Sponsor is not responsible for late or unsuccessful attempts to enter. Sponsor reserves the right to allow for minor fluctuations between the Entrant's timing device and the actual runtime of the Submission on the Contest Homepage, based on clear intent to comply with the Official Rules, as determined in the Sponsor's sole discretion. The Entrant should be able to provide on request all appropriate clearances, permissions and releases for the Photo Submission, including releases from the submitting Entrant and any third parties appearing in the Submission. Incomplete, corrupted, untimely, or unintelligible entries will be disqualified. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Contest, Sponsor reserves the right to determine in its sole discretion which entries have satisfied the entry requirements. Entrants may enter only once per category and entries must comply with these Official Rules, including without limitation the Photo Submission Requirements. **ELIGIBLE ENTRANTS MUST SUBMIT THEIR ENTRY IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED.**

Photo Submission Requirements

Photos must:

- Be a maximum of 10mb in size, and be in .jpg file format only.
- Include the hashtag #doverdoghowloween in the title of your photo.
- Be submitted through the contest page at <https://www.gogophotocontest.com/ddhcostumecontest> to be eligible for the #doverdoghowloween Photo Contest.
- Be formatted correctly. Any other formats submitted and/or exceeding the size limit will be disqualified.
- Be the Entrant's original idea (modification of a previously published work shall not be considered an original idea). Entrants should not knowingly copy another's idea, but entries will not be excluded merely because another Entrant has a similar idea.
- No parties other than the costumed dog(s) and owner(s) (if desired).

Photos must NOT:

Include third parties, including but not limited to minors, celebrities and friends who have not expressly authorized Entrants to display their image, likeness in any submitted photo or otherwise use such image, likeness or voice in accordance with these Official Rules.

By entering, each Entrant represents and warrants that his or her entry does not and will not defame or otherwise violate the rights of any third party and does not and will not violate any federal, state, or local laws or ordinances. Entrant further represents and warrants that he or she has secured the requisite consent from any third party referenced or appearing in their entries. To the extent that anyone under the age of 18 appears in a photo, entrant represents and warrants that the minor's parents consented to the minor's appearance in the photo and the public display of the photo. Sponsor reserves the right in its sole discretion to disqualify any entry that it believes violates any of the Photo Submission Requirements, does not otherwise comply with these Official Rules, or that is not consistent with the spirit and theme of the Contest. *Entrants will retain copyright in their work, but each Entrant grants to Dover Dog Howloween a non-exclusive, worldwide, perpetual, assignable, royalty-free license to publish, reproduce, distribute, display, perform, create derivative works, transmit or disseminate the Works in all media or platforms*

whether now known or hereafter invented only in association with the "contest" or future promotions for the "contest".

4. VOTING PERIOD: Photos shall be available for viewing and voting starting October 1, 2020 on the Sponsor's website at <https://www.gogophotocontest.com/ddhcostumecontest>. Votes will be tallied through our voting system. Photo votes generated by a script, macro or other automated means will be disqualified. The one (1) eligible Photo with the most "votes" during the Voting Period (12:00 a.m. E.D.T. on 10/25/2020) shall be deemed the People's Choice Winner. The number of "votes" shall be measured by the contest website. In the event of a tie, the Sponsor may extend the voting period an additional 24 hours or designate a 3rd party to decide the winner. All decisions of the Sponsor are final on all aspects of the Contest. Winning Photos may be displayed on various Dover Dog Howloween branded media in relation to the Contest and its promotion, at the sole discretion of Sponsor.

5. WINNER NOTIFICATION AND ANNOUNCEMENT: The potential Grand Prize Winner & Category winners as determined by the votes, will be notified by Phone or E-mail (via the Phone number and E-mail provided on the Photo submission form) on or about October 31, 2020 and will be required to respond (as directed) to the notification attempt. The failure to respond timely to the notification may result in forfeiture of participation in the Contest and, in such case, Sponsor will select an alternate Grand Prize Winner according to the Judges' results. The potential Grand Prize & Category Winners will be required to execute and return a notarized affidavit of eligibility and liability/publicity release (where legally permissible) and other documents required by the Sponsor within a reasonable amount of time, as determined by the Sponsor in its sole discretion. If a potential Grand Prize or Category Winner cannot be reached by Phone or E-mail after the first attempt to contact him or her, or if he or she fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period (if applicable), the potential Grand & Category Prize Winner will be disqualified and an alternate entry will be selected in his or her place from all eligible entries received according to the judging criteria described above. Only one alternate winner selection will be made, after which any remaining prizes will remain unawarded.

6. PRIZES: Winner cannot assign or transfer the prize to another person. No prize substitution or changes are allowed except at the discretion of Sponsor. Prize cannot be substituted or redeemed for cash. All prizes are subject to availability. If a prize or any portion of a prize cannot be awarded due to circumstances beyond the control of Sponsor, a substitute prize may be awarded; provided, however, that if prizes are awarded but unclaimed/forfeited by recipient, prize may not be re-awarded in Sponsor's sole discretion. Other restrictions may apply. Limit one prize per person, per household. Prize is provided "as is" without warranty of any kind. Winner is responsible for any loss of prize or portion of prize after it has been delivered.

7. RIGHTS IN SUBMISSIONS: In consideration of Entrant's Photo being reviewed and evaluated for this Contest, each Entrant hereby grants to the Sponsor, its employees and assignees, the exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display such Photo, or any portion thereof, in any media now known or hereafter devised including, but not limited to all forms of Internet and wireless protocol. Each Entrant authorizes the Sponsor and any entities affiliated or in privity with the Sponsor to utilize, for eternity and in any manner they see fit, the Photo submitted to Sponsor, and to make derivative works from such materials **solely in connection with promoting the Contest** (i.e., to create promotional materials). Each Entrant releases the Sponsor, and their assignees and licensees, from any and all claims or liability (now known or hereafter arising), including but not limited to any claims for defense and/or indemnity, in connection therewith. Each Entrant agrees and acknowledges that participation in the Contest, including, without limitation, the Entrant's decision to provide the Entrant's submission to Sponsor for purposes of the Contest, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between Sponsor and Entrant, does not place the Sponsor in a position that is any different from the position held by members of the general public with regard to elements of the Entrant's Photo submission, and that the only contracts, express or implied, between the Sponsor and Entrant are as set forth in these Official Rules and the release forms. The Grand & Category Prize Winners may be required to complete and execute additional documents and have third parties execute Sponsor's documents in connection with the rights granted to Sponsor as a condition of prize acceptance. In addition, by participating in the Contest and submitting a Photo, each Entrant hereby grants permission (except where prohibited by law) for the Sponsor to use Entrant's Photo, name, likeness, voice, quotes, comments, photograph and/or image for the sole purpose of

advertising & promoting the Contest without further notice, permission, compensation or consideration in any and all media now known or hereafter developed throughout the universe, unless prohibited by law. Except as required by law or permitted pursuant to these Contest Official Rules, the Sponsor will not share an Entrant's information with any third parties.

8. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: Each Entrant understands and acknowledges that the Sponsor has wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each Entrant also acknowledges that many ideas or stories may be competitive with, similar or identical to the Submission and/or each other in theme, idea, plot, format or other respects. Each Entrant acknowledges and agrees that such Entrant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material. Each Entrant acknowledges and agrees that the Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission. Finally, each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Photo or any other production based on or allegedly based on the Submission, and the Entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

9. RIGHTS OF SPONSOR / DISCLAIMER OF LIABILITY: Sponsor shall have the right and sole discretion to edit, to refuse to display, or cease to display any Photo whatsoever which it finds to be in violation of these Official Rules, or which it finds in its sole discretion to be otherwise objectionable for any reason, including with respect to Sponsor's standards and practices and other policies. Sponsor also reserves the right to replace the Grand & Category Prize Winner's Photo with the Photo of an alternate eligible Entrant in accordance with these Official Rules if such Photo and/or Entrant is withdrawn from or removed from the Contest for any reason, including without limitation, Entrant's failure to have Sponsor's documents executed by third parties. Sponsor also reserves the right, in their sole discretion, to terminate the Contest for any reason in the event that there is an error, malfunction, problem or other cause which impacts the operation, administration or security of the Contest or the Sponsor and, in such situation, to select the winner(s) from the eligible Entries received prior to the action taken or in such manner as deemed fair and appropriate by Sponsor. The opinions expressed in the Photos are not necessarily (and in some cases not at all) those of the Sponsor. The Sponsor is not responsible for any materials provided by Entrants which are deemed harmful or offensive to others or for any harm incurred as a result of the Photo's creation. The Sponsor is not responsible in any way for any injury, loss or damage which occurs as a result of an opinion expressed or information provided in the Photos transmitted on the website. The Sponsor makes no warranties, express or implied, as to the content or the accuracy or reliability of any information or statements contained in the Photos. All statements and opinions made by Entrants are those of such Entrants only, and the Sponsor neither endorses nor shall be held responsible for the reliability or accuracy of same. Sponsor is not responsible for the content or practices of third-party websites that may be linked to the Contest Homepage. This site may also be linked to websites operated by companies affiliated with Sponsor. Visitors to those sites should refer to each site's separate privacy policies and practices.

10. WARRANTY: It is an express condition of submission and eligibility that each Entrant warrants and represents that Entrant's Photo is solely owned by Entrant and solely created by Entrant for the purpose of entering this Contest, and that no other party has any rights or interest in the Photos. Entrant further represents and warrants that the Photos and any use thereof by the Sponsor or any partners, subsidiaries and affiliates in connection with Contest programming, advertising, promotion of the Contest and publicity, shall not infringe upon any statutory or common law intellectual property right (including, without limitation, any copyright) under U.S. and international laws and shall not constitute a defamation, or invasion of the right of privacy or publicity, or infringement of any other right of any kind of any third party.

11. INDEMNITY: The Contest may also be promoted by a third party or parties (each a "Promotional Partner," collectively "Promotional Partners"). Entrant shall indemnify and hold harmless the Sponsor, any Promotional Partners, and each of their respective parents, affiliates, successors, assigns and licensees, and each of their respective employees, shareholders, officers, directors, agents and representatives from and

against any and all liability, claims, loss, damage, injury or expense, including reasonable attorneys' fees, arising in connection with any third party action arising out of a breach or allegation which if true would constitute a breach, of any of Entrant's representations, warranties or obligations herein.

12. RELEASE AND LIMITATION OF LIABILITY: By participating, each Entrant agrees that the Sponsor, employees, vendors, representatives, parent companies, affiliates, subsidiaries and legal advisers, and each of their respective employees, shareholders, officers, and directors ("Released Parties") are not responsible or liable for, and shall be released and held harmless from: (i) late, lost, delayed, damaged, incomplete, illegible, unintelligible, misdirected or otherwise undeliverable mail, postage-due notices, release forms, affidavits or other correspondence; (ii) telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind; (iii) any condition caused by events beyond the control of the Sponsor that may cause the Contest to be disrupted or corrupted; (iv) any printing, human, typographical or other errors or ambiguities in (or involving) any materials associated with the Contest; (v) any and all losses, damages, rights, claims and action of any kind in connection with or resulting from participation in the Contest; (vi) acceptance, possession, or use of any prize, including without limitation, personal injury, death and property damage arising there from; and (vii) claims based on publicity rights, defamation or invasion of privacy. Sponsor reserves the right, in its sole discretion, to suspend or cancel the Contest at any time for any reason, including, without limitation, if a computer virus, bug or other technical problem corrupts the administration, security, or proper conduct of the Contest, strikes, lock-outs, acts of God, technical difficulties, and other events not within the reasonable control of Sponsor.

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES, OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY OR PARTICIPATION IN THIS CONTEST OR IN ANY CONTEST-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO TRAVEL CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE CONTEST HOMEPAGE AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

14. GENERAL TERMS AND CONDITIONS: New Hampshire law governs this Contest. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest, or the rights and obligations of Entrants and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New Hampshire, without giving effect to any choice of law or conflict of law rules or provisions (whether of N.H. or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Hampshire. In the event of a claim or dispute, Entrants' sole remedy shall be limited to their remedy at law for damages, if any, and Entrants shall not have the right to in any way enjoin or restrain the distribution, advertising, publicizing or other exploitation (in any form of media) of the Contest Homepage, the Contest, and/or any intellectual property owned or licensed by the Sponsor or their respective companies, subsidiaries, employees, and affiliated entities. Sponsor reserves the right, at its sole discretion, to prohibit any Entrant from participating in the Contest or to disqualify any individual it finds, in its sole determination, to be tampering with the entry process or the operation of the Contest; to be attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any other unfair playing practices; to be acting in violation of the Official Rules; or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass

any other person. Sponsor may suspend or discontinue the Contest if, in its sole opinion, there is any actual or suspected tampering of the Contest, or any other malfunction, event or activity that may affect the integrity of the Contest. SPONSOR SHALL NOT BE OBLIGATED TO AWARD ANY PRIZE THAT RELATES TO OR ARISES OUT OF IMPROPER OR MISTAKEN PRIZE NOTIFICATION, OPERATION OR FUNCTION OF THIS CONTEST.

15. PRIVACY POLICY: By entering the Contest, you grant Dover Dog Howloween permission to share your E-mail address and any other personally identifiable information with any co-sponsor *solely for the purpose of administration and prize fulfillment*. Dover Dog Howloween will not sell, rent, transfer or otherwise disclose your personal data to any third party other than as described above herein or in the privacy policy.

16: SPONSOR: Dover Dog Howloween, 24 Chestnut St., Dover NH 03820

17. OFFICIAL RULES AND WINNERS LIST: For a written copy of the Official Rules, send a self-addressed, stamped envelope for receipt by October 1, 2020, to: Dover Dog Howloween, (C/O Sit.Stay.Smile. Pet Photography) 24 Chestnut St., Dover NH 03820. For a list of winners, available after October 31 2020, send a self-addressed, stamped envelope for receipt by November 7, 2020, to: Dover Dog Howloween, 24 Chestnut St., Dover NH 03820. Requests received without a self-addressed, stamped envelope will not be fulfilled.