

**THE PETSMART MERRICK BBQ SWEEPSTAKES**  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.**

**OPEN ONLY TO ELIGIBLE LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES, THE DISTRICT OF COLUMBIA, AND CANADA (EXCLUDING QUEBEC) WHO ARE AT LEAST EIGHTEEN (18) YEARS OLD OR THE AGE OF MAJORITY IN THEIR PLACE, PROVINCE OR TERRITORY OF RESIDENCE AT THE TIME OF ENTRY.**

**VOID IN QUEBEC AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

The Petsmart Merrick BBQ Sweepstakes ("Promotion") is sponsored by Merrick Petcare, Inc. ("Sponsor"), 101 SE 11th Ave Amarillo, TX 79101, and is administered by Prize Logic, LLC ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033, USA.

- 1. PROMOTION TIMING:** The Promotion begins on May 1, 2020 at 12:00 PM (noon) Eastern Time ("ET") and ends on July 31, 2020 at 11:59:59 PM ET ("Promotion Period"). The Administrator's computer is the Promotions' official clock.
- 2. ELIGIBILITY:** The Promotion is offered only to legal residents of the fifty (50) United States, the District of Columbia, and Canada (excluding Quebec) who are at least eighteen (18) years of age or the age of majority in their place, province or territory of residence at the time of entry. Employees, officers, directors, representatives, and agents of Sponsor, Administrator, PetSmart, Inc., and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Promotion Entities") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All applicable federal, state, provincial, territorial, and local laws and regulations apply. Void in Quebec and where prohibited or restricted by law. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. For purposes of the Promotion, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address.
- 3. HOW TO ENTER THE PROMOTION:** During the Promotion Period, an eligible entrant may visit MerrickBBQ.com ("Website") and enter his/her email address. If it is the entrant's first visit to the Website, then he/she must complete and submit the registration form by providing the information requested by Sponsor including, but not limited to: complete first and last name, street address (P.O. Boxes are not permitted), city, state/province/territory, ZIP/Postal Code, daytime phone number, date of birth, and agree to these Official Rules. Upon subsequent visits, entrant will only need to enter his/her email address. After submitting the required information, entrant will automatically receive one (1) entry into the first prize drawing ("First Prize Drawing"). Limit: One (1) First Prize Drawing entry per person during the Promotion Period.

**Grand Prize Drawing Entries:** There are two (2) ways to earn additional entries into the grand prize drawing ("Grand Prize Drawing"):

**A. Make A Purchase:** During the Promotion Period, an eligible entrant may purchase any participating Merrick product from a participating PetSmart (“Qualifying Purchase”). Participating Merrick products include: Merrick® Slow-Cooked BBQ Carolina Style Sausage Recipe 12.7oz (UPC 2 280828405 5), Merrick® Slow-Cooked BBQ Kansas City Style Pork Recipe 12.7oz (UPC 2 280828401 7), Merrick® Slow-Cooked BBQ Memphis Style Chicken Recipe 12.7oz (UPC 2 280828403 1), and Merrick® Slow-Cooked BBQ Texas Style Beef Recipe 12.7oz (UPC 280828400 0). Entrant must visit the Website and follow the links and instructions to complete and submit the registration form if entrant has not already registered. The entrant must then follow the on-screen prompts and upload a photograph of the original receipt showing the Qualifying Purchase. It is recommended that entrant first print his/her name on the original register receipt; sign and date the receipt; and circle the qualifying product on the receipt before uploading the receipt. The file must be in .JPEG, .JPG, .PNG, or .GIF format (no PDFs will be accepted) and may not exceed 8 MB. Receipts must be submitted by 11:59:59 PM ET on July 31, 2020 to be valid. It is strongly recommended that the entrant maintain possession of the original or photocopy. The entrant should not give a receipt to any store employee. Upon approval of receipt, an entrant will receive one (1) entry into the Grand Prize Drawing. There is a limit of one (1) unique receipt upload per day during the Promotion Period. Each receipt may include no more than ten (10) participating products. An entrant may not submit the same receipt more than one (1) time. Duplicated receipts will not be accepted. Receipts must be readable. Mechanical reproductions, altered receipts or unreadable receipts will not be accepted. Receipts submitted in excess of the limits set forth herein will not be accepted.

**B. Enter Without Making a Purchase:** To enter without a purchase, an eligible entrant may visit <https://alternatemethodofentry.com/013450> and complete and submit the registration form. Then follow the links and instructions to save the registration form as a PDF with the barcode present. Then email the PDF to [AlternateEntry@prizelogic.com](mailto:AlternateEntry@prizelogic.com) by July 31, 2020 at 11:59:59 PM ET. An entry via this method is worth ten (10) entries. An entrant may enter one (1) time via this method.

Grand Prize Drawing Limit: Regardless of method of entry, an entrant may receive ten (10) Grand Prize Drawing entries per day during the Promotion Period. A “day” is defined as starting at 12:00 AM (midnight) ET and ending at 11:59:59 PM ET on each calendar day during the Promotion Period, except on May 1, 2020 when the day will start at 12:00 PM (noon) ET and end at 11:59:59 PM ET. An entrant will receive no more than the stated number of entries during the Promotion Period. If more than the stated number of entries is received from the same person, telephone number and/or e-mail address on any given day during the Promotion Period, the entries may, at the Sponsor’s sole discretion, be disqualified.

**IMPORTANT:** If you participate via your wireless phone, message and data rates may apply. Please consult your wireless-service provider regarding its message and data pricing plans.

**4. RANDOM DRAWING:** On or about August 3, 2020, Administrator will select twenty (20) potential grand prize winners from among all eligible entries received in the Grand Prize Drawing and twenty-five (25) potential first prize winners from among all eligible entries received in the First Prize Drawing during the Promotion Period. Each winner is deemed to be a potential winner, pending verification of the entrant’s eligibility and compliance with these Official Rules as determined by Sponsor or Administrator, at their sole and absolute discretion. Canadian residents will be required to correctly

answer a timed mathematical skill-testing question as further described in Section 6 before being declared a potential winner.

**5. PRIZES, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING:**

**A. Grand Prizes (20):** Each grand prize is a premium barbeque grill (make and model determined by Sponsor in its sole discretion) (each a “Grand Prize”). The ARV of each Grand Prize is \$500 USD / \$704.74 CAD. No more than twenty (20) Grand Prizes will be awarded in the Promotion. Total ARV of all Grand Prizes: \$10,000 USD / \$14,094.85 CAD.

**B. First Prizes (25):** Each first prize is a Petsmart gift card (each a “First Prize”). The ARV of each First Prize is \$100 USD / \$140.95 CAD. No more than twenty-five (25) First Prizes will be awarded in the Promotion. Total ARV of all First Prizes: \$2,500 USD / \$3,523.71 CAD.

**C. Total ARV:** The total ARV of the prize available in this Promotion is \$12,500 USD / \$17,618.55 CAD\*

\* All currency conversions based on listed exchange rate as of March 17, 2020.

**D. Odds of Winning:** The odds of winning a Grand Prize depend on the number of eligible entries received for the Grand Prize Drawing during the Promotion Period. Odds of winning a First Prize depend on the number of eligible entries received for the First Prize Drawing during the Promotion Period.

**E. General:** There is a limit of one (1) prize per person. Terms and conditions of gift cards apply. In no event will more than twenty (20) Grand Prizes and twenty-five (25) First Prizes, be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received.

**6. HOW TO CLAIM A PRIZE:** Each potential winner will be notified via e-mail by Sponsor or its authorized designee at the e-mail address provided at the time of entry. If a potential winner is a Canadian resident, before being declared a winner, he/she will be required to correctly answer a timed mathematical skill-testing questions without assistance, which will be provided with the email notification or the prize will be forfeited. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept the prize, or in the event that a potential winner fails to correctly complete the skill-testing question, within the deadline, the prize may be forfeited, and in the Sponsor’s sole discretion, the forfeited prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded.

ALL FEDERAL, STATE, PROVINCIAL, TERRITORIAL, AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF THE PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNERS.

Sponsor will attempt to notify the potential winner as set forth above, but Sponsor is not responsible for any undelivered emails, including without limitation e-mails that are not received because of a winner’s privacy or spam filter settings which may divert any Promotion e-mail, including any winner notification e-mail, to a spam or junk folder. The right to receive a prize is non-assignable, non-transferable and no prize substitution or exchange will be allowed, except by Sponsor, who reserves

the right to substitute a prize of equal or greater value in case of unavailability of the prize or force majeure, at Sponsor's sole and absolute discretion. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Prizes will be mailed to winners approximately 6 – 8 weeks from verification of winner's eligibility. Promotion Entities shall not be held responsible for any delays in awarding a prize for any reason.

- 7. LIMITATION OF LIABILITY:** By participating in this Promotion, entrants agree that the Promotion Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Promotion; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Promotion and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Promotion Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Promotion, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Promotion, including, but not limited to, any Promotion-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Promotion; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more than the stated number of prizes be awarded. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than

the stated number of prizes to be awarded according to these Official Rules, the intended prizes will be awarded in a random drawing from among all verified prize claims received.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE PRIZES, IS 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.

- 8. DISPUTES:** THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTION PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.
- 9. PRIVACY:** Sponsor's Privacy Policy is available at <https://www.merrickpetcare.com/privacy-policy/>.
- 10. PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a prize, each entrant agrees to allow the Sponsor and/or the Sponsor's designee the perpetual right to use his/her name, address (city and state/province), biographical information, photos, picture, portrait, likeness, voice, and/or statements regarding the Promotion and/or Sponsor for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including, but not limited to, live television, worldwide, on the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
- 11. GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Promotion; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Promotion. Any attempted form of participation in this Promotion other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Promotion will void any attempted participation effected by such methods

and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE 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.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.

**12. WINNER LIST:** For a copy of the winners list, interested individuals should mail a self-addressed stamped business envelope to: Winners List – The Merrick Petsmart BBQ Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325, USA. Winner List requests must be received no later than September 30, 2020.

Customer Service inquiries may be made at [Contact Us](#).

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