

## PURINA ONE® COUPON PROGRAM

### OFFICIAL TERMS AND CONDITIONS

**OPEN ONLY TO LEGAL RESIDENTS OF CANADA WHO, AS OF TIME OF ENTRY, ARE AT LEAST 18 YEARS OLD OR THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE, WHICHEVER IS OLDER.**

**VOID OUTSIDE OF CANADA AND WHEREVER PROHIBITED OR RESTRICTED BY LAW.**

**VALID ONLY WHILE SUPPLIES LAST.**

1. **ELIGIBILITY:** The Purina One® Coupon Program (the “Offer”) is sponsored by Nestlé Purina Petcare Canada, a division of Nestlé Canada Inc., 2500 Royal Windsor Dr. Mississauga, ON L5J 1K8 (“Sponsor”). The Offer is open only to legal residents of Canada (the “Territory”) who are at least 18 years old or the age of majority in their jurisdiction of residence, whichever is older. Employees, officers and directors of Sponsor and the independent third party agency responsible for the administration of the Offer (“Administrator”) and the parent companies, subsidiaries and affiliated entities of Sponsor and Administrator, and the immediate family members and those living in the same household as those individuals, are not eligible to participate in the Offer. Void outside of the Territory and where prohibited or restricted by law. Individuals who participate in this Offer are collectively referred to herein as “Participants,” “you” and “your.” Administrator reserves the right to request Participants to provide verification of identity and eligibility. Participation constitutes a Participant’s full and unconditional agreement to these Official Terms and Conditions and Sponsor’s and Administrator’s decisions, which are within Sponsor’s and Administrator’s complete discretion, are final and binding in all matters related to the Offer.
2. **THE OFFER PERIOD:** The “Offer Period” begins on October 1, 2020 at 12:00 PM Eastern Time (“ET”) and ends on December 31, 2020 at 11:59:59 PM ET, or while Coupons (defined below in Section 4) remain available, whichever occurs first.
3. **HOW TO PARTICIPATE AND RECEIVE A COUPON:** A Participant must:
  - A. During the Offer Period, a Participant must purchase participating Purina One® PetCare product(s) and show such purchase(s) on a receipt (the “Receipt”).
  - B. During the Offer Period, a Participant must visit [purina.ca/rewards](http://purina.ca/rewards) (“Website”), provide his/her email address, and follow the instructions to register by providing all information requested on the registration form including, but not limited to, complete first and last name (no initials), complete street address (no P.O. Boxes), city, province/territory, postal code (no P.O. boxes) that he/she has read and agrees to be bound by these Official Terms and Conditions.
  - C. While on the Website, the Participant must then upload an image in the Receipt taken (an “Entry”). The image must be .JPEG, .JPG, .PNG, or .GIF format (no PDFs will be accepted) and may not exceed 8 MB. The Receipt must be clearly visible as determined by the Sponsor and/or Administrator in their sole and absolute discretion. A receipt may only be submitted one (1) time during the Offer

Period. If the same receipt is submitted more than one (1) time, the receipt is not valid. Duplicate, mechanical reproductions, digital, altered receipts or unreadable receipts will not be accepted. Receipts submitted in excess of the limits set forth herein will not be accepted.

- D. Once the Participant has uploaded Receipts of participating Purina One® PetCare Products totaling at least Fifty Dollars (CAD \$50), he/she will receive a Coupon as set forth in Section 4 of these Official Terms and Conditions.
- E. Limit one (1) Entry per Participant/telephone number per day during the Offer Period. A day is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET each calendar day during the Offer Period except on October 1, 2020 when a day will begin at 12:00 PM ET and end at 11:59:59 PM ET.
- F. A returning Participant will only be required to enter his/her e-mail address on the Website before uploading a Receipt.
- G. Limit one (1) Coupon per Participant during the entire Offer Period.

**IMPORTANT: Message and data rates may apply if the Entrant is entering on a mobile device.** Not all mobile telephone providers carry the service necessary to participate in this Offer.

- 4. **COUPON DETAILS:** The "Coupon" is a coupon for Twenty Dollars (CAD \$20) offer of the Participant's purchase of Purina One® PetCare products. Upon verification of the Entry (determined by Sponsor in its sole discretion), the Participant will be mailed his/her Coupon within 6-8 weeks to his/her address as set forth when registering for the Offer.

The Coupon is valid for use only at participating retailers. Limit one Coupon per person. Coupons are subject to all terms and restrictions, including any expiration date, printed thereon. Coupons may not be redeemed for cash and will not be replaced if lost, stolen, damaged, or used without the recipient's permission.

Each Participant shall be solely responsible for payment of any and all applicable federal, provincial, territorial, and local taxes for any Coupon received. All other costs and expenses not expressly set forth herein shall be solely the Participant's responsibility. Coupons will only be sent to valid mailing addresses; no P.O. boxes.

- 5. **LIMITATIONS OF LIABILITY:** Officers, directors, agents and employees of the Sponsor, Administrator, and each of their respective parent companies, subsidiaries, franchisees, affiliated entities, and each of their respective advertising, promotion and web design agencies, independent contractors (all such individuals and entities collectively referred to herein as "Offer Entities") are not responsible for: (i) interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer transmissions or jumbled, scrambled or misdirected registrations or orders, or transmissions, or for phone, electrical, network, computer hardware or software or program malfunctions, failures or difficulties or for other errors, omissions, interruptions, or deletions of any kind whether human, mechanical or electronic or for any damage to any person's computer related to participating in the Offer; (ii) illegible, unintelligible, postage due, misdirected, delayed, undelivered, damaged, late Entries, Coupons, or incorrect or inaccurate registration or order information, whether caused by Internet users

or programming associated with or utilized in the Offer or by any technical or human errors that may occur in the administration of the Offer; or (iii) for any typographical errors in any Offer-related materials. All registrations and all elements thereof will become the property of Sponsor and will not be acknowledged or returned. If in the judgment of Sponsor, the Offer is compromised by viruses, bugs, non-authorized human intervention or other causes, which in Sponsor's judgment, may corrupt the administration, security, or fairness of the Offer, Sponsor reserves the right, in its sole discretion, to modify, discontinue, suspend or terminate the Offer. **OFFER ENTITIES MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT REGARDING THE OFFER.**

6. **RELEASE:** Offer Entities expressly disclaim any responsibility, and each agrees to hold Offer Entities harmless from all liability for any costs, claims, damages or any other injury (whether due to negligence or otherwise), disability or loss to any person or property (including, without limitation, death or violation of any personal rights such as right of publicity/privacy, libel or slander) due in whole or in part, directly or indirectly, to participation in the Offer, the delivery and/or subsequent acceptance of, use or misuse of any Coupon, or any Offer related activity. Offer Entities are not responsible for any loss (financial or otherwise), liability, injury (including death) or damage to persons or property, which may be caused directly or indirectly, in whole or in part, by the Activation of, use or misuse of any Offer related product, or Coupon. Offer Entities further assume no liability either for the cancellation, modification or premature conclusion of the Offer for any reason, including but not limited to, through the acts or defaults of any company or person providing any Offer or due to weather, fire, strike, acts of war or terrorism, or any other condition beyond its control.
  
7. **DISPUTES: THIS OFFER 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 OAKAND 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 THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA 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 ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR OFFER ENTITY 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 OF THE TIME THE CAUSE OF ACTION ACCRUED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.** If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or

otherwise conflicts with the AAA Official Terms and Conditions, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein.

FOR QUEBEC RESIDENTS ONLY: ANY DISPUTE RESPECTING THE CONDUCT OR ORGANIZATION OF A PUBLICITY CONTEST MAY BE SUBMITTED TO THE RÉGIE DES ALCOOLS, DES COURSES ET DES JEUX DU QUEBEC FOR A RULING. ANY LITIGATION RESPECTING THE PROVING OF A COUPON MAYBE SUBMITTED TO THE RÉGIE ONLY FOR THE SOLE PURPOSE OF HELPING THE PARTIES REACH A SETTLEMENT.

8. **PRIVACY POLICY:** Any personally identifiable information collected during a Participant's participation in this Offer will be collected by Sponsor or its agent and used by Sponsor, its affiliates, agents, and marketers for purposes of the proper administration of the Offer and fulfillment of the Offer as described in these Official Terms and Conditions and otherwise in accordance with Sponsor's Privacy Policy as stated at <https://www.purina.com/privacy-policy>.
  
9. **GENERAL CONDITIONS:** Participants waive any right to claim ambiguity in these Official Terms and Conditions. All federal, provincial, territorial and local laws and regulations apply. Federal, provincial, territorial and local taxes, if any, are the sole responsibility of Participant. Sponsor reserves the right to cancel, modify, or suspend the Offer or any element thereof, subject to approval of the Régie des alcools, des courses et des jeux in Quebec (including, without limitation, these Official Terms and Conditions), without prior notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Terms and Conditions). This Offer is not available to clubs, organizations or groups. Sponsor reserves the right, to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Offer; to be acting in violation of these Official Terms and Conditions; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Offer. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Offer will void any attempted participation effected by such methods and the result in the individual utilizing the same to be ineligible to participate in the Offer. All registrations and/or materials submitted become the property of Sponsor and will not be returned. Offer Entities are not responsible for any lost, late, illegible, undeliverable/undelivered Entries, or Coupons. In the event of any conflict with any Offer details contained in these Official Terms and Conditions and Offer details contained in Offer materials (including but not limited to point of sale, television, and print advertising, promotional packaging, and other promotion media), the details of the Offer as set forth in these Official Terms and Conditions shall prevail.

**Sponsor:** Nestlé Purina PetCare Canada, a division of Nestlé Canada Inc, 2500 Royal Windsor Drive Mississauga, ON L5J 1K8

Customer service inquires may be made at [Contact Us](#).

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