



# DOGPEDIC PAWSITIVELY FABULOUS CONTEST OFFICIAL RULES

The **DogPedic Pawsitively Fabulous Contest** (the "Contest") begins at 12:00 AM Eastern Standard Time (EST) on February 14, 2010 and ends at 11:59 PM CST on December 31, 2010 (the "Contest Period"). Subject to all federal, state, and local laws, regulations, and ordinances. Void outside the United States and where prohibited by law. **Sponsor:** Tristar Products, Inc., 490-492 Route 46 East, Fairfield, NJ 07004.

**1. HOW TO ENTER:** To enter: During the Contest Period, visit [www.dogpediccontest.com](http://www.dogpediccontest.com) and upload one photograph of your dog onto the website and fill out the entry form.

## Photograph Submission Requirements:

Photograph submissions must:

- Be the entrant's original idea (modification of an original work is not an original idea).
- Feature only one (1) dog, which must be owned by the entrant.
- Be in digital form (.jpg preferred).

## Photograph submissions must NOT:

- Contain material which is (or promote activities which are) sexually explicit, obscene, pornographic, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing.
- Include mention or performance of any copyrighted media production including but not limited to music, films, books, television programming, etc., or identifying descriptions of any media property.
- Contain material that violates or infringes another's rights, including but not limited to material that violates privacy, publicity, or intellectual property rights, or that constitutes copyright infringement. Without limiting the foregoing, entries must not include third party trademarks, logos, insignia, location signage, photographs, artwork, or sculptures.
- Include third parties, including but not limited to minors, celebrities and friends, who have not expressly authorized entrant to display their image or likeness in any submitted picture or otherwise use such image or likeness in accordance with these Official Rules.

By entering, each entrant warrants and represents that the entry is original, has not been previously published or won any award, does not contain any material that would defame or otherwise violate or infringe upon the rights of any third party, including patents, copyrights, trademarks or rights of privacy or publicity, and will not violate any federal, state or local laws or ordinances. Sponsor reserves the right in its sole discretion to disqualify any entry that it believes does not comply with these Official Rules or that is not consistent with the spirit or theme of the Contest. All entries become the property of Sponsor when submitted and will not be acknowledged or returned to entrant.

Limit: one (1) entry per person, per email address. Entries must be submitted by the participant. Any attempt by any participant to obtain more than the permitted number of entries by using multiple and/or different identities, forms, registrations, addresses or any other method will void all of that participant's entries and that participant may be disqualified at the discretion of Sponsor. If an entrant submits multiple entries, Sponsor reserves the right to disqualify all the entrant's entries or all but one (1) of the entries. Multiple participants are not permitted to share the same email address. In the event of a dispute as to the identity of an entrant, the authorized account holder of the email address used to enter will be deemed to be the registrant or participant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to provide Sponsor with proof that the claimed winner is the authorized account holder of the email address associated with the winning entry, or forfeit the prize. Entries specifying an invalid, non-working, or inactive email address will be disqualified and ineligible to win. Potential winner is subject to verification before any prize will be awarded. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor.

**2. ELIGIBILITY:** The Contest is open only to individuals who are legal residents of the United States and are at least the age of majority in their jurisdiction of residence as of February 14, 2010. Employees, officers and directors of Tristar Products, Inc. or any of its parents, subsidiaries, affiliates, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional,

fulfillment, and marketing agencies, and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter.

**3. SELECTION OF WINNER AND WINNER VERIFICATION: FIRST ROUND:** Sponsor will display all eligible photograph entries on [www.dogpediccontest.com](http://www.dogpediccontest.com), where members of the public will be able to vote for their favorite photograph during the Contest Period. On or about January 1, 2011, Sponsor will select the ten entrants whose photograph entries received the highest number of votes as the Finalists. In the event of a tie, tied entries will be judged by a panel of judges the Sponsor has selected (the "Judges Panel") and points will be awarded to each tied entry based on the following criteria: how cute your dog is (40 points); dog's personality as reflected in the photograph (30 points); and photo quality and composition (30 points) ("Winner Selection Criteria").

To vote for your favorite photograph entry, visit [www.dogpediccontest.com](http://www.dogpediccontest.com) from 12:00 AM EST on February 14, 2010 to 11:59 PM CST on December 31, 2010, and follow the instructions to cast a vote. Limit one (1) vote per e-mail address. Votes received from any e-mail address in excess of the stated limitation will be void. Entrants are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to prospective voters, as determined by Sponsor in its sole discretion. Use of script, macro or any automated system to vote or with the intent to impair the integrity of the voting process is prohibited and all such votes will be void.

**SECOND ROUND:** Between January 1, 2011 and January 15, 2011, the Finalists' photograph entries will be judged by the Judges Panel based on the Winner Selection Criteria described above. The Finalist whose photograph entry receives the highest cumulative points awarded by the Judges Panel will be selected as the Grand Prize Winner. In the event of a tie, the tied entries will be re-judged by the Judges Panel based on the following criteria: how cute your dog is (50 points); and dog's personality as reflected in the photograph (50 points).

Sponsor will attempt to notify the potential Grand Prize Winner by telephone, email, or mail within seven (7) days of being selected. If the potential Grand Prize Winner does not respond within seven (7) days after the first attempt to contact him/her, or the prize notification is returned as undeliverable, the potential Grand Prize Winner will be deemed to have forfeited the prize, and Sponsor will select the Finalist whose photograph has the next highest cumulative points awarded by the Judges Panel as an alternate potential Grand Prize Winner in place of the disqualified potential Grand Prize Winner. Alternate potential Grand Prize Winner must satisfy all eligibility requirements. Winning a prize is contingent upon fulfilling all requirements set forth herein. Except where prohibited, potential Grand Prize Winner will be required to complete and return an affidavit of eligibility and liability/publicity release along with an Assignment of Intellectual Property Rights for the Entry (the "Affidavit/Release") within seven (7) days of being notified. If a potential Grand Prize Winner fails to sign and return the Affidavit/Release within the required time period, or is unavailable to accept the prize within the time period specified by Sponsor, that potential Grand Prize Winner will be deemed to have forfeited the prize, and Sponsor will select the Finalist whose photograph has the next highest cumulative points awarded by the Judges Panel as an alternate potential winner. Noncompliance with the foregoing, failure to abide by these Official Rules, or return of the prize notification as non-deliverable may result in disqualification and naming of an alternate potential Grand Prize Winner in accordance with the Winner Selection Criteria described above. Only three (3) alternate Grand Prize Winners will be selected through this process, after which the applicable prize will remain un-awarded. Only eligible Entries for which all required documentation has been provided will be judged and awarded prizes.

EACH POTENTIAL FINALIST/WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. AN ENTRANT IS NOT A FINALIST OR WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

**4. PRIZES AND PRIZE RESTRICTIONS:** One (1) Grand Prize will be awarded. The Grand Prize consists of (1) an invitation to have your dog appear on a version of the Dog Pedic product package and the Dog Pedic website, including round-trip coach class airfare for two people and the winning dog from major airport closest to winner's home to New Jersey, standard double-occupancy accommodations for two nights/three days, three full meals per day, and transportation to and from the airport and the photo shoot; (2) \$10,000 (to be paid the form of a check); and (3) a custom-made, personalized Dog Pedic bed. Approximate retail value of Grand Prize: \$13,500; Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein are the responsibility solely of winner. Prize cannot be

substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. Sponsor will not replace any lost or stolen prizes or components of a prize. Prize cannot be used in conjunction with any other promotion or offer. Limit one (1) prize per person, per household. Winner will be issued a 1099 tax form for the appropriate retail value of prize.

**5. GENERAL CONDITIONS:** This Contest is governed by the laws of the United States. This Contest is void outside the United States and where prohibited. If, for any reason, the Contest is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and/or (a) cancel or terminate the Contest (or any portion thereof); (b) modify the Contest or suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; or (c) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections, telephone transmission problems; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**WARNING:** ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process and/or the legitimate operation of the Contest; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person.

**6. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each entrant understands and acknowledges that the Sponsor has wide access to ideas, designs, and other materials, and that new ideas are constantly being submitted to it or being developed by its own employees. Each entrant also acknowledges that many ideas may be competitive with, similar or identical to the photograph that the entrant submitted in connection with this Contest (referred to in this section as "Photo Entry") and/or each other in theme, idea, 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 and no additional consideration will be provided for the Entry or ideas contained therein, except as provided under these Terms and Conditions. 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 Photo Entry. 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 Photo Entry 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 enjoy the production, distribution, exhibition or other exploitation of the Photo Entry or any material based on or allegedly based on the Photo Entry, 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.

**7. RELEASES AND LIMITATIONS OF LIABILITY:** By participating in this Contest, entrants agree that Sponsor and its parents, affiliates, subsidiaries, franchisees, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, and their respective officers, directors, employees, representatives and agents (the "Released Parties") are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. 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.

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. BY PARTICIPATING IN THIS CONTEST, PARTICIPANTS AGREE THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY INTERNET SITE ASSOCIATED WITH THE CONTEST OR SPONSOR, OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY SUCH SITE.

EXCEPT WHERE PROHIBITED BY LAW, WINNER GRANTS TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR) AND ALL OTHER RELEASED PARTIES AND

THOSE ACTING PURSUANT TO SPONSOR'S AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO IN DOG PEDIC PROMOTIONAL MATERIALS, ON THE DOG PEDIC WEB SITE, AND ON THE DOG PEDIC PRODUCT PACKAGE, AND ON THE WORLD WIDE WEB, AT ANY TIME OR TIMES, WINNER'S HIS OR HER DOG'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, AND BIOGRAPHICAL INFORMATION FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION. By submitting an entry, entrant agrees that Sponsor shall own any entry, communications or submissions, creative suggestions, ideas, notes, concepts or other materials ("Submissions") that entrant may submit to Sponsor in connection with this Contest, including all rights embodied therein, with the exception of personally identifiable information, such as name and contact information. SUCH SUBMISSIONS SHALL BE DEEMED TO BE NON-CONFIDENTIAL AND NON-PROPRIETARY AND SPONSOR SHALL HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO SUCH SUBMISSIONS AND SHALL BE FREE TO EDIT, EXPLOIT, MODIFY, PUBLISH, REPRODUCE, USE, DISCLOSE, DISSEMINATE AND DISTRIBUTE THE SUBMISSIONS TO OTHERS WITHOUT LIMITATION IN ANY AND ALL MEDIA NOW KNOWN OR NOT CURRENTLY KNOWN, THROUGHOUT THE WORLD IN PERPETUITY FOR ANY PURPOSE WITHOUT COMPENSATION, PERMISSION OR NOTIFICATION TO ENTRANT OR ANY THIRD PARTY. ENTRANT HEREBY GRANTS SPONSOR A ROYALTY FREE, IRREVOCABLE, AND WORLDWIDE, IN PERPETUITY LICENSE TO USE THE SUBMISSIONS IN ANY FORM OR FORMAT AND TO MODIFY THE SAME, AND ACKNOWLEDGES AND AGREES THAT IF SPONSOR DOES USE THE SUBMISSIONS ENTRANT SHALL NOT BE ENTITLED TO ANY CREDIT, CONSIDERATION, NOTICE OR PAYMENTS OF ANY KIND. ENTRANT WAIVES ANY MORAL RIGHTS HE OR SHE MAY HAVE TO THE SUBMISSIONS, AND AGREES THAT IF SPONSOR ELECTS TO USE SUBMISSIONS FOR ANY PURPOSE, ALL RIGHTS UNDER COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS WHICH MAY RESULT FROM THAT RELATING TO ENTRANT'S SUBMISSIONS OR FROM USE OF THE SAME BY SPONSOR SHALL BE THE SOLE PROPERTY OF SPONSOR. ENTRANT FURTHER AGREES THAT IF SPONSOR ELECTS TO USE ENTRANT'S SUBMISSIONS, ENTRANT WILL EXECUTE ANY DOCUMENTS REQUESTED BY SPONSOR REGARDING THIS ASSIGNMENT. IF ANY USE BY SPONSOR OF THE SUBMISSIONS CAUSES IT TO BE LIABLE TO ANY THIRD PARTY, ENTRANT AGREES TO INDEMNIFY SPONSOR, ITS AGENTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVE AND ALL RELATED PARTIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH IT INCURS AS A RESULT OF ITS USE OF THE SUBMISSIONS.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING ANY WEBSITE ASSOCIATED WITH THE CONTEST 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.

**8. CHOICE OF LAW:** This Contest is governed by the laws of the State of New Jersey and the laws of the United States of America, as applicable, without regard to conflict of law doctrine. By entering the Contest, all participants agree to be subject to jurisdiction in the Federal and State courts of New Jersey and agree that all disputes relating in any way to this Contest must be resolved in the Federal and State courts of New Jersey. Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate Federal and State courts of New Jersey; (2) any and all claims, judgment, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to any choice of law or conflict of laws rules (whether of the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.

**9. PRIVACY:** Information collected from entrants is not subject to any privacy policy.

**10. OFFICIAL RULES/WINNERS LIST:** For a copy of the Official Rules and/or a list of winners, available for 90 days after selection of winners, mail your request with a self-addressed, stamped envelope to: Tristar products, 490-492 Route 46 East, Fairfield, New Jersey 07004; or visit [www.Tristarproductsinc.com](http://www.Tristarproductsinc.com).

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