

Puppy Star Christmas

Program Official Rules (“Official Rules”)

RECEIVE A FREE BRANDED PET FEEDING MAT BY SUBMITTING THE UPC CODE PRINTED OUTSIDE OF PARTICIPATING DOGSTER PRODUCTS DURING THE PROGRAM PERIOD. VOID WHERE PROHIBITED BY LAW OR REGULATION. A PERSON MUST BE 18 YEARS OF AGE OR OLDER AND A LEGAL RESIDENT OF THE 50 UNITED STATES TO PARTICIPATE.

PROGRAMMING:

The Program offer begins on Monday, October 1, 2018 at 12:01 a.m. Eastern Time (“ET”) and ends on Tuesday, December 25, 2018 (while supplies last and whichever occurs first) (the “**Program Period**”). Participation in the Program does not constitute participation in any other promotion, special offer, contest, event or sweepstakes. By participating in the Program, each person unconditionally accepts and agrees to comply with and abide by these terms and conditions (the “**T&Cs**”) and the decisions of J&J Snack Foods Corp, 6000 Central Highway, Pennsauken, NJ 08109 and Air Bud Entertainment, 22525 Pacific Coast Highway, Malibu, CA 90265 (collectively the “**Sponsors**”) and APISource, Inc., 4471 Nicole Drive, Lanham, MD 20706 (the “**Administrator**”) whose decisions shall be final and legally binding in all respects. Consumers requesting the mats will receive a postcard with a savings offer from Dogsters.

EXCLUSIONS:

Employees, officers, and directors of Sponsors, APISource, Inc., participating retail stores and its advertising agencies, Administrator, and each of their respective directors, officers, shareholders, and employees, affiliates, subsidiaries, distributors, and agents, including but not limited to their respective advertising and promotion agencies, and each of their affiliated companies, subsidiaries, licensees, distributors, dealers, sales representatives, retailers, printers, individuals engaged in the development, production or distribution of materials, and any and all other companies associated with the promotion agents (collectively, the “**Program Entities**”) may not participate in the Program. Participation constitutes each person’s full and unconditional agreement to these T&Cs. Receiving a free Pet Feeding Mat is contingent upon fulfilling all requirements set forth in these T&Cs.

PET FEEDING MAT OFFER:

Receive a free branded Pet Feeding Mat with Dogsters Ice Cream logo, Air Bud Entertainment logo and Puppy Star Christmas artwork. Pet feeding mat is made from vinyl. Place pet bowls on top of mat to keep spills off the floor! Approximate retail value of each Pet Feeding Mat is \$4.50.

TO RECEIVE A PET FEEDING MAT:

- ✓ Visit a participating retail store and purchase a box Dogsters Ice Cream Style Treats for Dogs, either Peanut Butter & Cheese or Minte Kissably Fresh flavor during the Program Period.
- ✓ Visit www.airbud.com/dogsters and submit the following:

- ✓ Upload a photo of the Dogsters UPC code found on the outside of the box (either Peanut Butter or Minte Kissably Fresh flavor), enter your valid email address (valid one time use only)
- ✓ and submit.
- ✓ LIMIT: One (1) Free Pet Feeding Mat (while supplies last) per household.

GENERAL CONDITIONS:

By participating in this Program, each person affirms that they have read and agree to these T&Cs. Sponsors reserve the right to cancel, suspend and/or modify this Program, or any part of it, at any time, if any fraud, technical failure or any other factor beyond Sponsors reasonable control impairs the integrity or proper functioning of this Program, as determined by the Sponsors. Sponsors reserve the right, in its sole discretion, to exclude any individual it finds to be tampering with the participation process or the operation of this Program or to be acting in violation of these T&Cs or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of this Program may be a violation of criminal law, and should an attempt be made, Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these T&Cs shall not constitute a waiver of that provision.

BY PARTICIPATING IN THIS PROGRAM EACH PERSON: (1) RELEASES, DISCHARGES AND AGREES TO INDEMNIFY AND HOLD HARMLESS SPONSORS, PROGRAM ENTITIES, AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AGENTS, LIMITED LIABILITY AND AFFILIATED COMPANIES AND ADVERTISING AND PROMOTION AGENCIES, AND EACH OF THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, AGENTS AND ASSIGNS, (COLLECTIVELY, THE "RELEASED PARTIES") FROM LIABILITY OF ANY KIND OR NATURE FOR ANY LOSS, CLAIMS, DAMAGES, OR INJURIES OF ANY KIND INCLUDING DEATH RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY FROM THE PERSON'S PARTICIPATION IN THIS PROGRAM.

Sponsors are not responsible for: (1) any incorrect or inaccurate information in connection with this Program, whether caused by the participating person, printing errors or by any of the equipment or programming associated with or utilized in this Program; (2) unauthorized human intervention in any part of the participation process of this Program; (4) technical or human error which may occur in the administration of this Program; or (5) any injury or damage to persons or property/pet which may be caused, directly or indirectly, in whole or in part, from a person's participation in this Program.

Participants agree that Program Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact or in law, with respect to any Pet Feeding Mat, including, without limitation, to such Pet Feeding Mat's quality or fitness for a particular purpose. Sponsor makes no warranties, and disclaims any and all warranties, express or implied, concerning any Pet Feeding Mat furnished in connection with the Program. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PET FEEDING MAT'S ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSORS HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

DISPUTES:

Each participating individual agrees that any and all disputes, claims and causes of action arising out of or connected with this Program shall be resolved individually without resort to any form of class action, and by the United States District Court for the State of California and, by participating, each participating person expressly consents to the personal jurisdiction of such courts and waives any right of change of venue or like right. All issues and questions concerning the construction, validity, interpretation and enforceability of these T&Cs, or the rights and obligations of each participating individual and Sponsor's in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

BY PARTICIPATING IN THIS EVENT, EACH PERSON HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS PROGRAM.

The use of any name or trademark in connection with the Program or the Pet Feeding Mat is solely for the purpose of describing such Program or Pet Feeding Mat, and is not intended to suggest any affiliation or sponsorship.