



**The PetSafe® Bark for Your Park Contest  
2012 Official Contest Rules**

**Enter your Community in the PetSafe® Bark for Your Park Contest to give your Community a chance to win \$100,000 toward the cost of building or renovating a Community dog park.**

**By entering the PetSafe® Bark for Your Park Contest (the “Contest”), you accept and agree to be bound by these Official Contest Rules. To become a Finalist, your Community must also accept and agree to be bound by these Official Contest Rules.**

**1. No Purchase Necessary:**

**No purchase necessary to enter. A purchase will not increase your Community's chances of winning.**

**2. Sponsor:**

The PetSafe® Bark for Your Park Contest (the “Contest”) is sponsored by Radio Systems Corporation, which has its principal place of business at 10427 PetSafe Way, Knoxville, TN 37932 (the “Sponsor”).

**3. Prize Description:**

At the conclusion of the Contest, Sponsor will award one (1) Community the sum of \$100,000 (the “Grand Prize”) and two (2) Communities the sum of \$25,000 (each, a “Runner-up Prize”). The Grand Prize and the Runner-up Prizes (collectively, the “Prize” or “Prizes”) must be used toward the cost of building or renovating a dog park, in accordance with these Official Contest Rules.

**4. Contest Dates:**

This Contest will begin at 8:00:00 am EDT May 1, 2012 and end at 11:59:59 pm EDT on August 3, 2012 or upon announcement and qualification of the Prize Winners, whichever is later. Entries must be submitted by 5:00 pm EDT on June 13, 2012.

The current Contest schedule is:

May 1, 2012 at 8:00 a.m. EDT	Contest Opens; Entry Period Voting Begins
June 13, 2012 at 5:00 p.m. EDT	Deadline for Submission of Entries; Entry Period Voting Ends
June 15, 2012	Notification of Finalists; Finalist Voting Period Begins
June 29, 2012 at 5:00 p.m. EDT	Deadline for Submission of Finalist Videos
July 31, 2012 at 11:59:59 p.m. EDT	Voting Ends
August 3, 2012 (Tentative)	Announcement of Prize Winners

**5. Entrant Eligibility:**

The Contest is open only to legal residents of the 48 contiguous United States and District of Columbia who have reached the age of majority at the time of entry (each, an “Entrant”). When the word “you” is used in these Official Contest Rules, it means the Entrant. Employees, officers, directors, affiliates, licensees, distributors and fulfillment agencies of the Sponsor, and respective immediate family members (a spouse, sibling, parent, child or grandparent and the spouses of such persons) and other persons living in their same households are not eligible to participate in the Contest.

An Entrant may enter the Contest to nominate and/or vote for his or her Community in accordance with these Official Contest Rules. Only Communities (as hereafter defined) are eligible to win a Prize, and no prize will be awarded to any individual Entrant.

## **6. Community Eligibility:**

The term "Community" as used in these Official Contest Rules means (a) a county, city, municipality or other local governmental unit, legally organized, constituted and existing under state law (a "Local Government") or (b) a non-profit, public benefit organization legally organized and existing under state law which has received tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and which manages or operates park facilities on behalf of a Local Government or which owns, manages and/or operates park facilities which are open to the general public at no charge (an "Eligible Non-profit Organization").

To be eligible to be selected as a Finalist, a Community must agree to accept and be bound by these Official Contest Rules and must submit the following to Sponsor before 5:00 pm EDT on June 13, 2012:

- (i) a verification letter from the land owner where the proposed dog park will be built that confirms the land owner's support for the project;
- (ii) letter(s) from the city or county mayor, city manager, the director of parks and recreation, or other civic leader within the Community that document their support of the proposed dog park and their willingness to complete the project if the Community is chosen as a Prize Winner; and
- (iii) examples of media support, if any, of the proposed dog park, providing web links to local media coverage of the contest showing or promoting the Community's participation.

These submissions may be made to Sponsor via the [petsafe.net/barkforyourpark](http://petsafe.net/barkforyourpark) or [facebook.com/PetSafeBrand](http://facebook.com/PetSafeBrand) websites.

To be eligible to win a Prize, a Community must meet the Community Eligibility Requirements set forth paragraph 7(j) below in addition to the foregoing requirements.

No previous Bark for Your Park contest winner is eligible to become a Finalist or win a Prize.

## **7. How to Play / Description of Contest:**

### **(a) Entry.**

To enter a Community in the Contest, an Entrant must visit the [petsafe.net/barkforyourpark](http://petsafe.net/barkforyourpark) website and complete the entry form online by answering all the questions in the form (an "Entry"). Each Entry must include a complete Entry form including Entrant's name, e-mail address, the name of the Community for which the Entry is submitted and complete answers to all other questions contained in the form. Entrants that have submitted valid Entries are registered to vote in the Contest.

To register to vote in the Contest without submitting an Entry, an Entrant must visit the [petsafe.net/barkforyourpark](http://petsafe.net/barkforyourpark) or [facebook.com/PetSafeBrand](http://facebook.com/PetSafeBrand) website and complete the entry form online by answering all of the questions in the form. An Entrant may register to vote in the Contest at any time before July 31, 2012 at 11:59:59 p.m. EDT.

An Entrant may not enter the Contest using multiple addresses, emails or identities and may not use any other device or artifice to register multiple times or as multiple parties. Any Entrant who attempts to enter multiple times or use multiple identities or who uses any device, false identity or artifice to enter multiple times automatically will be disqualified from the Contest.

All Entries must be received by the Sponsor after 8:00 am EDT on May 1, 2012 and before 5:00 pm EDT on June 13, 2012 ("Entry Period"). Any Entry that is illegible, inaccurate, late or does not otherwise

conform with these Official Contest Rules will be disqualified. Sponsor is not responsible for late or incomplete Entries or for technical problems with the website. If a problem occurs during the transmission process of an Entry, the Entrant should receive an "ERROR" message; however, the Entrant is solely responsible for all electronic submissions, and Sponsor will not be responsible for any submission that is not received due to an incomplete or improper transmission or other technical problems. Sponsor has no obligation to correspond with any Entrant or acknowledge the receipt of any Entry. Sponsor has no obligation to advise Entrant of an incomplete Entry, and any Entry that is incomplete may be disqualified.

**(b) Community Designation.**

In the event multiple Entries are submitted on behalf of overlapping or contiguous Communities or on behalf of multiple Eligible Non-profit Organizations which are in the same general geographic area or overlapping geographic areas (such as a city and a county or an Eligible Non-profit Organization and the city in which it is located), Sponsor, in its sole discretion, may elect to designate which of the nominated Communities will be considered for selection as a Finalist.

**(c) Voting.**

Each Entrant may vote for one or more Communities of the Entrant's choice during the Entry Period. Voting is limited to one vote per Entrant, per day, per Voting site. "Voting site(s)" are defined as [petsafe.net/barkforyourpark](http://petsafe.net/barkforyourpark) and [facebook.com/PetSafeBrand](http://facebook.com/PetSafeBrand). A "day" is defined as a 24 hour interval between 12:00:00 am EDT and 11:59:59 pm EDT. Any Entrant who attempts to vote multiple times or with multiple identities or who uses any device, false identity or artifice to vote multiple times automatically in violation of these Official Contest Rules will be disqualified from the Contest.

**(d) Selection of Finalists.**

At the end of the Entry Period, the nominated Communities that have complied with the requirements set forth in paragraph 6 will be grouped into three (3) categories based on their population size relative to the other nominated Communities, and the five (5) Communities in each of the three (3) size categories that received the highest number of votes during the Entry Period will be declared Finalists (the "Finalists") and will move on to the next phase of the Contest. The fifteen (15) Communities selected as Finalists will be notified of their selection as Finalists on June 15, 2012 or as soon thereafter as practicable. Community population size is determined by the U.S. Census Bureau for the most recent year available.

**(e) Submission of Video by Finalists.**

Each Finalist must submit a video highlighting the Community's enthusiasm for the dog park ("Video" or "Videos"). In the event a Community which is selected as a Finalist fails to satisfy the Community Eligibility Requirements or declines to proceed with the Contest, the Sponsor at the Sponsor's sole discretion reserves the right to select another Finalist, which shall be the Community with the next highest number of votes in the same size category which meets the Community Eligibility Requirements.

The Video may be submitted by the Community or by another person or entity designated by the Chief Executive Officer of the Community to submit the Video on behalf of the Community.

**(f) Video Requirements.**

Each Video submission must not exceed two minutes in length and should creatively showcase the Community's enthusiasm for the dog park. Video files must be uploaded to Sponsor's website by 5:00 pm EDT on June 29, 2012. Once the Video is submitted to Sponsor, the uploaded Video is final and may not be modified, edited or withdrawn.

By submitting a Video, the Community represents and warrants to Sponsor that the Video:

- (i) is original and has been lawfully created;

- (ii) does not infringe upon the intellectual property rights or privacy rights of any third party;
- (iii) has not been published or previously circulated; and
- (iv) has not been entered in any other contests or won any awards.

Each submission must include a Release and Assignment of Rights (“Release”) from each person involved in the production of the Video, including but not limited to persons appearing in, writing, narrating, filming, directing, editing, and/or producing the Video (a “Video Participant”). Each Video Participant must sign and deliver to Sponsor a Release, in which the person irrevocably assigns and transfers any and all right, title, and interest in the Video, including all intellectual property rights, to the Sponsor for any use Sponsor deems appropriate, including a perpetual royalty-free license to copy, distribute, modify, display, use and perform the Video for promotional and commercial uses. Each Community selected as a Finalist or the submitter or submitters acting on its behalf must represent to Sponsor that it or they collectively own all rights, including copyrights, in the Video and have the right to convey those rights to Sponsor. Music or background music should not be added to the Video unless the work is entirely original. Release forms may be downloaded from the PetSafe® Bark for Your Park Contest Website.

Video must be submitted on-line by 5:00 pm EDT on June 29, 2012. Technical requirements for on-line submission will be provided to the Finalists. Finalists that do not submit a Video or do not meet the Video submission requirements will be disqualified.

**(g) Grand Prize Winner Selection.**

Entrants will have the right to vote for their favorite Finalist from the time the Finalists are announced until 11:59:59 EDT on July 31, 2012 (“Voting Period”). Sponsor reserves the right to extend the Voting Period in its sole discretion.

Voting is limited to one vote per Entrant, per day, per Voting site. “Voting site(s)” are defined as [petsafe.net/barkforyourpark](http://petsafe.net/barkforyourpark) and [facebook.com/PetSafeBrand](http://facebook.com/PetSafeBrand). A “day” is defined as a 24 hour interval between 12:00:00 am EDT and 11:59:59 pm EDT. The use of any automatic voting methods by any Entrant, Community or its supporters will invalidate all votes for such Community.

The fifteen (15) Videos for the Communities that are selected as Finalists will be posted on the PetSafe® Bark for Your Park Contest Website and the PetSafe® fan page on Facebook on July 1, 2012 at 8:00:00 am EDT or as soon thereafter as practicable. At the end of the Voting Period, the Finalist which has received the most Video views will be awarded an additional 1,000 votes to their total number of votes.

From and after the announcement of the Finalists on June 15, 2012, each Entrant will have the ability to generate seven (7) additional votes per week for a Community of their choice by completing a task assigned by the Sponsor on the PetSafe® Bark for Your Park Contest Website. The bonus period will last for six (6) weeks and end on July 28, 2012.

The Finalist which receives the highest number of Votes (hereinafter defined) and which otherwise complies with the Official Contest Rules and meets all Community Eligibility Requirements will be declared the Grand Prize Winner by Sponsor on August 3, 2012 or on such later date as may be announced by Sponsor.

The Finalist which received the second highest number of Votes and which otherwise complies with the Official Contest Rules and meets all Community Eligibility Requirements will be declared a Runner-up Prize Winner by Sponsor on August 3, 2012 or on such later date as may be announced by Sponsor.

Of the remaining Finalists, the Finalist with the highest level of participation (based on the number of Votes received versus the demographic size of the Community) and which otherwise complies with the Official Contest Rules and meets all Community Eligibility Requirements will be declared a Runner-up Prize Winner by Sponsor on August 3, 2012 or on such later date as may be announced by Sponsor.

For purposes of determining the Grand Prize Winner and the Runner-up Prize Winners, "Votes" means the total votes the Community received during the Entry Period plus the total votes the Community received during the Voting Period.

**(h) Award of Grand Prize.**

The Community designated as the Grand Prize Winner will be awarded \$100,000 by Sponsor for use in development and construction of a dog park in the Community, subject to compliance with these Official Contest Rules and satisfaction of all Community Eligibility Requirements.

**(i) Award of Runner-up Prizes.**

The two Communities designated as a Runner-up Prize Winner will be awarded \$25,000 by Sponsor for use in development and construction of a dog park in the Community, subject to compliance with these Official Contest Rules and satisfaction of all Community Eligibility Requirements.

**(j) Community Eligibility Requirements.** To be eligible to receive a Prize, each Community selected as a Prize Winner must:

- (i) agree in writing to be bound by these Official Contest Rules.
- (ii) provide land for construction and operation of the dog park, the location and suitability of which are subject to Sponsor's reasonable approval.
- (iii) provide a budget for the design and construction of the dog park, which shall be subject to Sponsor's reasonable approval.
- (iv) provide evidence of appropriation or availability of sufficient funds to complete construction of the dog park in accordance with the proposed budget.
- (v) provide a budget for operation of the dog park, which shall be subject to Sponsor's reasonable approval, and commit to maintain and operate the dog park for at least three (3) years from the date the dog park opens to the general public.
- (vi) make the dog park available for use by the general public at no charge, subject to reasonable rules and regulations concerning such use.
- (vii) agree to permanently include Sponsor's name in the name of the dog park and include Sponsor's name and logo in all materials related to the dog park.
- (viii) coordinate the opening of the dog park with Sponsor and participate in promotional activities related to the contest and the dog park as reasonably requested by Sponsor.

**8. Use and Funding of Grand Prize:**

The \$100,000 Grand Prize cannot be used to purchase land and must be used only for direct costs of development and construction of the dog park, such as design fees, permits, site preparation, construction services, building materials, installation of utilities, and other capital expenses related to development and construction of the dog park, which shall be set forth in a project budget and subject to Sponsor's reasonable approval (the "Approved Expenses"). If the cost for constructing the Grand Prize Winner's dog park is less than \$100,000, the remaining funds will be donated by the Sponsor to the tax exempt animal shelter closest to the dog park.

The Grand Prize will be paid and disbursed to the Community in three (3) installments at the following milestones of development and construction of the dog park:

- ⌈ one-third of the funds will be disbursed upon approval by Sponsor of the Community's plan for the project, which shall include the site information, concept plan, plans and specifications, budget, cost estimates and construction timeline;
- ⌈ one-third of the funds will be disbursed upon issuance of all required construction permits and commencement of construction by the Community; and
- ⌈ one-third of the funds will be disbursed at the grand opening of the dog park following completion of construction.

The grand opening of the dog park should take place no later than the Spring of 2015, subject to weather and other factors beyond the Community's control. Sponsor will not be responsible for delays in approvals, construction, planning, or other issues outside of Sponsor's control.

**9. Use and Funding of Runner-up Prizes:**

Each \$25,000 Runner-up Prize can only be used for Approved Expenses and will be paid and disbursed to the Community in one (1) installment upon the following conditions:

- ⌈ approval by Sponsor of the Community's plan for the project, which shall include the site information, concept plan, plans and specifications, budget, cost estimates and construction timeline; and
- ⌈ issuance of all required construction permits and commencement of construction by the Community.

The commencement of construction of the dog park should take place no later than August 31, 2015. If the commencement of construction has not occurred by August 31, 2015, the funds will be donated by the Sponsor to a local tax exempt organization limited to animal shelters, animal welfare groups, animal rescue groups, or animal advocacy groups as decided by the Community's Chief Executive Officer. Sponsor will not be responsible for delays in approvals, construction, planning, or other issues outside of the Sponsor's control.

**10. Advertising and Promotion:**

The Sponsor and each of its respective affiliates, distributors, licensees, suppliers and advertising/promotion agencies (collectively, the "Sponsor Affiliates") shall, except to the extent prohibited by law, have the right and permission to use each Entrant's name, photograph and/or likeness and city/state of residence, and each Community's Video for advertising, promotion, trade and/or any other lawful purpose in any media or format now or hereafter known without further compensation, permission or notification. By entering the Contest, each Entrant grants such rights and permission and agrees to release Sponsor from any and all claims that any advertising produced, presented, and/or prepared by or on behalf of the Sponsor infringes upon the Entrant's rights with regard to any portions or ideas contained in any Entry. Each Community selected as a Finalist grants such rights and permission and agrees to release Sponsor from any and all claims that any advertising produced, presented, and/or prepared by or on behalf of the Sponsor infringes upon the Community's rights with regard to any portions or ideas contained the Video submitted by the Community. This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook.

**11. Privacy:**

Personally identifiable information for each Entrant will not be sold or otherwise transferred to unaffiliated third parties but may be used by the Sponsor to contact Entrants in the future with offers and announcements that the Sponsor feel may be of interest. If an Entrant does not wish to be contacted by the Sponsor, the Entrant should opt-out of such contact by sending written notice to PetSafe Marketing – Opt Out; 10427 PetSafe Way; Knoxville, TN 37932.

The names and Community affiliation of Entrants may be announced publicly in connection with the announcement of any Finalists or Prize Winners and in connection with the on-line posting on Facebook of any Finalist Videos. Videos and other information posted on Facebook will be subject to Facebook's privacy policies.

**12. Limitation of Liability:**

**THE SPONSOR AND SPONSOR AFFILIATES EXPRESSLY DISCLAIM, SHALL HAVE NO LIABILITY AND SHALL BE HELD HARMLESS FROM AND AGAINST ANY LIABILITY, LOSS, INJURY OR DEATH TO ENTRANT OR ANY OTHER PARTY,**

INCLUDING WITHOUT LIMITATION DAMAGE TO PERSONAL OR REAL PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY REASON OF THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE (INCLUDING ANY TRAVEL OR PRIZE ACTIVITY RELATED THERETO) OR SUCH PARTY'S PARTICIPATION IN THIS CONTEST. ENTRANTS AND COMMUNITIES FURTHER ACKNOWLEDGE THAT NEITHER SPONSOR OR SPONSOR'S AFFILIATES HAS MADE OR IS IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY RIGHT OR PRIZE, INCLUDING, BUT NOT LIMITED TO, THE VALUE, QUALITY, CONDITION OR FITNESS OF ANY PRIZE, OTHER THAN THE DOLLAR AMOUNT OF THE PRIZES. ALL PRIZES ARE PROVIDED "AS IS" AND SPONSOR DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED WITH RESPECT THERETO.

**13. Miscellaneous:**

(a) Each Entrant and Community agree to indemnify and hold Sponsor and Sponsor's Affiliates, including but not limited to Facebook, (collectively, "Indemnitee") harmless from any and all claims, damages, expenses, costs including attorney's fees, and liabilities, including settlements brought or asserted by any third party against the Indemnitee, due to or arising out of or in any way related to the participation of the Entrant or the Community in this Contest.

(b) SPONSOR RESERVES THE RIGHT TO PROSECUTE AND/OR SEEK DAMAGES FROM ANY PERSON(S) THAT DAMAGES OR UNDERMINES THE LEGITIMATE OPERATION OF THE CONTEST TO THE FULLEST EXTENT PERMITTED BY LAW.

(c) Sponsor reserves the right, without prior notice and at any time, to terminate the Contest, in whole or in part, or modify or suspend the Contest, if it determines, in its sole discretion, that the Contest is in any way impaired or corrupted or that fraud or technical problems, failures or malfunctions have destroyed or undermined the proper play, integrity, and/or feasibility of the Contest.

(d) All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Contest Rules or the rights and obligations of the participant or Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state, provincial or federal laws. Exclusive jurisdiction and venue for any action arising out of or relating to the Contest shall be in the state or federal courts of record located in Knox County, Tennessee. By submitting an Entry, the Entrant hereby agrees to submit to the exclusive jurisdiction and venue of such courts for all purposes in connection with these Official Contest Rules and the Contest.

(e) The decision of the Sponsor as to all other matters related to the Contest is final and unappealable.

(f) The odds of winning depend upon the number of qualified Entries and votes received. The value of the Grand Prize is \$100,000 and the value of each Runner-up Prize is \$25,000. No other prizes will be awarded.

(g) VOID WHERE PROHIBITED BY LAW.

**14. Prize Winners:**

To obtain the name of the official Prize Winners, send a self-addressed stamped envelope to PetSafe Bark for Your Park Contest – Winner Names; 10427 PetSafe Way; Knoxville, TN 37932 after the Contest or visit the Sponsor's website at [petsafe.net/barkforyourpark](http://petsafe.net/barkforyourpark).