

**PETSMART TREATS REWARD NO REGRET TATTOO PROGRAM
OFFICIAL TERMS & CONDITIONS**

BY PARTICIPATING IN THIS PROGRAM DURING THE PROGRAM PERIOD, YOU AGREE TO THESE OFFICIAL TERMS AND CONDITIONS, WHICH ARE A CONTRACT. SO READ THEM CAREFULLY BEFORE PARTICIPATING. NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR ODDS OF RECEIVING A REWARD. VOID WHERE PROHIBITED BY LAW.

Program Period: The PetSmart Treats Rewards No Regret Tattoo Program (the “**Program**”) begins at 12:00 p.m. Eastern Time (“**ET**”) on April 9, 2024 and ends at 11:59 p.m. ET on April 30, 2024 (the “**Program Period**”).

Eligibility: Open to legal residents of the 50 United States and D.C. who are 18 years of age or older and the age of majority in their jurisdiction of residence as of the date of participation (“**Entrant**”). Employees of PetSmart LLC (the “**Sponsor**”), their affiliates, subsidiaries, divisions, (“**Sponsor**”) and each of their respective employees, shareholders, directors, officers, members, assigns and agents and their immediate family members and/or those living in the same household of each are not eligible to participate.

How to Participate: To participate in the Program, visit www.PetSmartTattooRedo.com (the “**Website**”) and complete the on-screen registration form with your first name, last name, phone number, and email address, a photo (“**Photo**”) of your tattoo (“**Tattoo**”) and a description (50 words or less) answering the prompt, “Tell us about your loyal pet tattoo!” (collectively, with the Photo and the registration form, the “**Submission**”). You must be a current Treats Rewards member and use your contact information associated with your Treats Rewards membership. Pet should be a traditional pet as described in Sponsor’s In-Store pet policy found here: <https://www.petsmart.com/help/about-petsmart-H0013b.html>.

There is a limit of one (1) Submission per person and 20,000 Rewards total. Submissions must be unique and must comply with the “**Submission Requirements**” set forth below.

Submission Requirements:

- Submission may not feature people in Photo, except for Entrant.
- Tattoo must be a single Tattoo.
- Photo cannot display breasts, buttocks, or genitals and Tattoo cannot be on breasts, buttocks, or genitals.
- Tattoos must not contain material that is inappropriate, indecent (including, but not limited to, nudity, or pornography), profane, obscene, hateful, tortious, defamatory, slanderous, libelous (including words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group), violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), or illegal.
- Submission is suitable for display or publication.
- The description must be no longer than fifty (50) words and must be in English.
- Each Submission must include one (1) Photo.
- Photos must be no larger than 10MB and must be submitted in one of the following formats: JPEG, PNG, GIF.
- If Photos were taken by a professional photographer, Entrant must obtain the rights to the Photo from the photographer in order to submit such content.

- Entrant must have all rights to the Submission. Submissions must not copy or otherwise plagiarize from any source.
- The Submission must not contain content that is known by you to be false, inaccurate or misleading.
- The Submission must not contain any content that infringes or may infringe third party rights, including, without limitation, any copyright, name, trademark, logo, trade dress, or other personal or proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity or make reference to any commercial/corporate advertising (including but not limited to corporate logos, brand names, charities, slogans, political, or religious statements), or be otherwise objectionable. Without limiting the generality of the foregoing, publicly displayed and publicly accessible Sponsor content, materials, or products are permitted to be displayed in Submissions submitted for this Program.
- Any clothing shown in an Submission should not contain any visible logos, drawings, cartoons, phrases, trademarks or other third-party content or materials (but showing publicly displayed or publicly accessible Sponsor content, material, and products as described above is permitted).
- The Submission must not include any representation of celebrities, athletes, musicians, or any other third-party (public or private), include any anti-social, political or religious groups, any commercial solicitation or Program materials or name, address, phone number, or URL address. Submissions must not contain advertisements, personal solicitations or commercial solicitations.
- All submitted Submissions must be in keeping with Sponsor's image as determined by Sponsor, in its sole discretion, or Submission will be disqualified from the Program. The Submission must not disparage Sponsor, or any persons or organizations associated with Sponsor.
- Submissions must not reference any of Sponsor's competitors or competitor's products.
- Any Submission deemed inappropriate or unsuitable, in Sponsor's sole discretion, will be disqualified.

Each Entrant grants to Sponsor a worldwide, royalty-free, perpetual, non-exclusive right and license to copy, distribute, and display each submitted Submission, in any media, and with right to use, copy, modify, edit, and create derivative works therefrom, and agrees to execute documents confirming such right and license at Sponsor's reasonable request. By participating, you understand that your Submission will be screened by the Sponsor and may be posted online to a gallery or featured in Sponsor's social media channels or other advertising, in Sponsor's sole discretion, to be viewed by members of the general public for public viewing. By participating, each Entrant warrants and represents that his/her Submission is original, 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 and unfettered discretion to disqualify any Submission that it believes does not comply with these Official Terms & Conditions or that is not consistent with the spirit or theme of the Program. No information regarding Submissions, other than as otherwise set forth in these Official Terms & Conditions will be disclosed.

All Submissions submitted become the sole property of the Sponsor. Incomplete, corrupted, or untimely Submissions are void and will be disqualified. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen or misdirected Submissions; lost, interrupted, or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user's mobile device/computer equipment (software or hardware), or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. Proof of submission will not be deemed to be proof of receipt by Sponsor. In the event of a dispute as

to the identity of an Entrant, the authorized account holder of the email address inputted on the Submission. 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 (which may include an employer) responsible for assigning email addresses for the domain associated with the submitted address. Entrant(s) may be required to show proof of being the authorized account holder. Submissions specifying an invalid, non-working, or inactive email address will be disqualified.

All Submissions may be reviewed for content; however, such review does not relieve the Entrant from responsibility for compliance with all of these Official Terms & Conditions. Submissions that do not comply with these Official Terms & Conditions or that otherwise contain prohibited, or inappropriate contents as determined by Sponsor, in its sole discretion, will be disqualified and will not be considered for any Prize. Sponsor in its sole and absolute discretion, makes the final determination as to which Submissions are eligible to take part in this Program and be considered for a Prize.

By submitting an Submission, each Entrant acknowledges and agrees that Sponsor may obtain many Submissions in connection with this Program and/or other promotions staged and/or sponsored by the Sponsor, and that such Submissions may be similar or identical in theme, idea, format or other respects to other Submissions submitted in connection with this Program and/or other promotions sponsored by the Sponsor or submitted for other reasons or other materials developed by the Sponsor. Entrant waives any and all claims Entrant may have had, may have, and/or may have in the future, that any Submission and/or other works accepted, reviewed and/or used by the Sponsor (or its respective designees) may be similar to his/her Submission, or that any compensation is due to Entrant in connection with such Submission or other works used by Sponsor.

Reward: The first 20,000 Entrants will each receive PetSmart Treats Rewards Very Important Pet Parent ("**VIPP**") Status ("**Reward**") until 12/31/2025. VIPP status does not have a retail value. Treats Rewards membership rules apply. Visit www.petsmart.com/treats for details. If an Entrant is not a PetSmart Treats Member, they will be required to sign up for free at <https://www.petsmart.com/treats-rewards.html> prior to receipt of the PetSmart Treats Rewards VIPP membership status. Upgrade will be effected in your Treats Rewards account on or before May 31, 2024.

Odds: Odds of receiving a Reward depending on the number of Submissions.

General Conditions: By participating in this Program, Entrants agree to be bound by these Official Terms & Conditions and the decisions of the Sponsor. All applicable laws and regulations apply. Entrants hereby hold the Sponsor, and its respective officers, directors, members, managers, employees, agents, representatives, successors and assigns (collectively, the "**Released Parties**") harmless from and against any third-party claim arising from use of any Submission components and Entrants waive any right to inspect or approve uses of their Submission by Sponsor in connection with the Program or to be compensated for any such uses. Participating in the Program constitutes permission to the Sponsor to use an Entrant's name, address, and likeness and Submission in connection with the administration of the Program only and as otherwise required by law. The Sponsor and its agencies assume no responsibility for any injury or damage to Entrant's or to any other person's computer or web-enabled device relating to or resulting from participating or downloading materials or software in connection with the Program. You hereby represent and warrant that you have read these Official Terms & Conditions and are fully familiar with their contents and agree to be bound by them. The Sponsor is not responsible for any typographical or other error in the printing of the Program materials or the offering or announcement of the prizes.

Disputes: ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROGRAM OR ANY PRIZES AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE APPROPRIATE STATE OR FEDERAL COURT LOCATED IN ARIZONA; (2) ENTRANT HEREBY WAIVES HIS/HER RIGHT TO PROGRAM JURISDICTION; (3) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH PARTICIPATING IN THIS PROGRAM BUT IN NO EVENT ATTORNEYS' FEES; AND (4) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Terms & Conditions, or the rights and obligations of the Entrant and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the state of Arizona, without giving effect to any choice of law or conflict of law rules (whether of the state of Arizona or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Arizona.

Privacy: Any personally identifiable information collected during your participation in this Program will be used by Sponsor and its agents for purposes of the proper administration and fulfillment of the Program as described in these Official Terms & Conditions, and in accordance with Sponsor's Privacy Policy, posted at <https://www.petsmart.com/help/privacy-policy-H0011.html> and as allowed by law.

Sponsor & Administrators: The Sponsor and Administrator of the Program is PetSmart LLC, 19601 N. 27th Ave, Phoenix, AZ 85027.