

THE PETSMART REDO TATTOO CONTEST – OFFICIAL RULES
NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.
VOID WHERE PROHIBITED BY LAW.

Sponsor & Administrators: The Sponsor of the Contest is PetSmart LLC, 19601 N. 27th Ave, Phoenix, AZ 85027 (“**Sponsor**”). The administrators are Southern Made, 844 Hillwood Blvd, Nashville, TN, 37209 and Porter Novelli, 1200 Westlake Ave N. #1005, Seattle, WA 98109 (Southern Made and Porter Novelli, collectively referred to as “**Administrators**”)

Contest Period: The PetSmart Tattoo Redo Contest (the “**Contest**”) 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 “**Contest 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 Entry (“**Entrant**”). Employees of Sponsor and Administrators and each of their parents, affiliates, subsidiaries, divisions, suppliers, prize suppliers, distributors, and advertising, Contest and judging agencies 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 or win. Void where prohibited by law.

How to Enter: To enter the Contest, visit www.PetSmartTattooRedo.com (the “**Website**”) and complete the on-screen entry form with your first name, last name, phone number, and email address, a photo (“**Photo**”) of your regretful tattoo that you want covered up (“**Tattoo**”) and two descriptions (each 50 words or less) answering the prompts, “What is the #1 reason you regret your tattoo?” and “Tell us about the loyal pet you want a tattoo of!” (collectively, with the Photo and the registration form, the “**Entry**”). 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) Entry per person. Any attempt by any Entrant to obtain more than one Entry by using multiple/different email addresses, identities, registrations and logins, or any other methods will void such Entries and that Entrant may be disqualified. Use of any automated or computer system to participate is prohibited and will result in disqualification.

Entries must be unique and must comply with the “Entry Requirements” set forth below.

Entry Requirements:

- Entry may not feature people in Photo, except for Entrant.
- Current Tattoo must be a single Tattoo on either the arm, shoulder, shoulder blade, or leg.
- Current Tattoo cannot be larger than 5” x 5”.
- Current Tattoo must be fully healed and a minimum of six months or older.
- Current Tattoo submitted must be the Tattoo that will be covered up.
- 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.

- Entry is suitable for display or publication.
- The description must be no longer than fifty (50) words, including required information, and must be in English.
- Each Entry 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 Entry. Entries must not copy or otherwise plagiarize from any source.
- The Entry must not contain content that is known by you to be false, inaccurate or misleading.
- The Entry 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 Entries submitted for this Contest.
- Any clothing shown in an Entry 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 Entry 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 Contest materials or name, address, phone number, or URL address. Entries must not contain advertisements, personal solicitations or commercial solicitations.
- All submitted Entries must be in keeping with Sponsor's image as determined by Sponsor, in its sole discretion, or entry will be disqualified from the Contest. The Entry must not disparage Sponsor, or any persons or organizations associated with Sponsor.
- Entries must not reference any of Sponsor's competitors or competitor's products.
- Any Entry 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 Entry, 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 entering, you understand that your Entry 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 entering, each Entrant warrants and represents that his/her 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 and unfettered 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. No information regarding Entries, other than as otherwise set forth in these Official Rules will be disclosed.

All Entries submitted become the sole property of the Sponsor. Incomplete, corrupted, or untimely Entries are void and will be disqualified. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen or misdirected Entries; 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 Entry. 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. Potential winning Entrant(s) may be required to show proof of being the authorized account holder. Entries specifying an invalid, non-working, or inactive email address will be disqualified and ineligible to win.

All Entries may be reviewed for content; however, such review does not relieve the Entrant from responsibility for compliance with all of these Official Rules. Entries that do not comply with these Official Rules 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 Entries are eligible to take part in this Contest and be considered for a Prize.

By submitting an Entry, each Entrant acknowledges and agrees that Sponsor may obtain many Entries in connection with this Contest and/or other promotions staged and/or sponsored by the Sponsor, and that such Entries may be similar or identical in theme, idea, format or other respects to other Entries submitted in connection with this Contest 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 Entry and/or other works accepted, reviewed and/or used by the Sponsor (or its respective designees) may be similar to his/her Entry, or that any compensation is due to Entrant in connection with such Entry or other works used by Sponsor.

Judging and Winner Determination: All Entries received during the Contest Period will be judged and scored on or about May 31, 2024, by a Sponsor-specified panel of judges, based on the following judging criteria: 25% Creativity and Originality of Entry; 25% Aspects that Impact Covering Tattoo; 25% Emotional Sentiment of Entry; 25% Relevance to Theme.

There will be two rounds of judging:

Round 1 (May 1, 2024 – May 10, 2024) – All Entries will be reviewed by Southern Made and scored based on the judging criteria.

Round 2 (May 11, 2024 – May 31, 2024) – The top 25 Entries from Round 1 will be reviewed by Sponsor, Porter Novelli, and Alium Tattoo Studio, 6031 Washington Blvd, Culver City, CA 90232 (the "**Studio**").

The five Entries with the highest scores, as determined by the judges in Round 2, will be deemed the Prize Winners (“**Winner**” or “**Winners**”), in their sole discretion. In the event of a tie, tied Entries will be re-judged based solely on Emotional Sentiment of Entry. All Winners are subject to verification and decisions of judges/Sponsor are final and binding with respect to all matters relating to this Contest. In no event will the Sponsor be obligated to award more than five Prizes.

Prize and Approximate Retail Value (“ARV”): Five Prizes (ARV of each: \$5,500.00): The Winner will receive one consultation and one realism tattoo coverup session at Studio not to exceed \$2,500 at an event (“**Event**”) that includes a single round trip coach class airfare from the major airport nearest the Winner’s home to Event for the Winner and two nights in a Standard Room hotel accommodation (airfare and hotel accommodations, not to exceed \$3,000). Each Winner will also receive PetSmart Treats Rewards Very Important Pet Parent (“**VIPP**”) Status until 12/31/2025 (collectively, the Event and the VIPP status, the “Prize”). VIPP status does not have a retail value. Treats Rewards membership rules apply. Visit www.petsmart.com/treats for details. If a Winner 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 portion of the Prize. **The ARV of all Prizes in this Contest is \$27,500.**

Prize Conditions: All federal, state, and local income taxes for acceptance and use of the Prize are the sole responsibility of the Winners. Prize is nontransferable, non-assignable, and no substitution or cash redemption is allowed, except that Sponsor reserves the right to award an alternate prize of equal or greater value if the advertised prizes are unavailable. All Prize components and details are in the Sponsor’s sole discretion. Prize is awarded “as is” with no warranty or guarantee, either express or implied by Sponsor. Winners must agree to sign a consent form for the Studio and comply with any and all Studio policies and guidelines. The consultation and Event must take place within three months timeframe of award of the Prize or the Prize will be forfeited. Certain blackout dates and/or restrictions may apply. The consultation is not to exceed one hour. Consultations can be conducted in-person if the Winner is in the greater Los Angeles area, otherwise, the meeting will take place virtually. The Event will not exceed 10 hours in one day. The Winners can select their top two artists out of the available pool of pet tattoo artists provided and Studio will assign one. New design must be a realism pet portrait of a traditional pet with no outlines or fine line tattoos.

In the event a Winner, engages in behavior that (as determined by Sponsor in Sponsor’s sole discretion) is inappropriate or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, or doesn’t comply with Official Rules, Sponsor reserves the right to terminate the Event early and send the Winner home at Winner’s expense with no further compensation or liability of any kind to the Winner (as applicable). In the event that the Event does not take place as scheduled or is cancelled for any reason, including Acts of God, pandemics, acts of terrorism, civil disturbances, work stoppage or any other natural disaster, that portion of the Prize will not be awarded, and no additional substitution or compensation will be provided to the Prize Winners. All other expenses and costs, not expressly listed above, including, but not limited to, transportation, taxes, insurance, telephone charges, room service and laundry services, personal expenses, gratuities, entertainment, transfers, incidental charges, or any other items not specifically described in these Official Rules, any transportation not mentioned within such prize descriptions and all expenses for any of the foregoing are the sole responsibility of the Winners. The Winners irrevocably waive all claims against the Released Parties (defined below) and agree that the Released Parties will have no liability or responsibility and shall be held harmless by

Winners for any claim arising in connection with a potentially heightened risk of exposure to communicable diseases, viruses, bacteria or illnesses (including, without limitation, COVID-19) and the causes thereof, and sickness arising as a result of a Winner participating in the Contest and related activities, wherever, whenever or however the same may occur. Limit one (1) Prize per Entrant.

All elements of the Prize must be redeemed at the same time, and no changes will be permitted after conformation. Specific travel dates and arrangements are subject to Event and travel restrictions. Reservations are subject to availability. Travel dates are subject to Administrator approval. Hotel is Administrator's selection. The maximum value of the Prize set forth above represents the Sponsor's good faith determination of the maximum ARV thereof, and the actual fair market value, as ultimately determined the Sponsor, cannot be challenged, or appealed. The Winner will receive from the Administrator an IRS Form 1099 (or similar) in the amount of the Prize. ARV of Prize may vary depending upon the points of departure, and/or airline fare fluctuations; any difference between stated ARV and final ARV of Prize will not be awarded. Once issued, travel tickets are nontransferable and may not be reissued once travel has commenced. Open tickets may not be issued, and stopovers are not permitted. Travel arrangements must be made through Administrator. Sponsor will not replace any lost, mutilated, or stolen tickets. Winner agrees to comply with all hotel rules and requirement.

Winner by entering the Event acknowledges they are entering an area where photography, audio and video recording may occur. Winner's presence at the Event constitutes consent to be photographed, filmed, and/or otherwise recorded and to the release, publication, exhibition, or reproduction of any and all recorded media of Winner's appearance, voice, and name for any purpose whatsoever in perpetuity in connection with the Event and its initiatives, including, by way of example only, use on websites, in social media, and advertising. By entering the Event, Winner waives and releases any claims Winner may have related to the use of recorded media of Winner at the Event, including, without limitation, any right to inspect or approve the photo, video or audio recording of Winner, any claims for invasion of privacy, violation of the right of publicity, defamation, and copyright infringement or for any fees for use of such record media. Winner understands that all photography, filming and/or recording will be done in reliance on this consent. If Winner does not agree to the foregoing, please do not accept the Prize.

Winner Notification/Verification: The potential Winners will be notified by an email from the Administrator (on Sponsor's behalf) within one to two business days following the Winner Determination. Winners will then be required to complete a Declaration of Eligibility, Release of Liability and a Publicity Release, and Assignment of Rights (where legal and as applicable) ("**Prize Documents**") and return Prize Documents via email as instructed within five days of attempted notification or prize may be forfeited and an alternate Winner may be selected. Winner must consent to filming and photos. If a potential Winner does not reply within three days, an alternate Winner may be selected and notified as set forth herein. Treats Rewards membership status upgrade will be updated Winners' accounts within three to four weeks after Winner confirmation. Administrator will make up to three attempts to award a Prize to an alternate Winner and if after three attempts to contact alternates no Prize Winner is confirmed that prize will go unawarded. Noncompliance with this Winner Notification/Verification/Prize Redemption process may result in disqualification and an alternate eligible entrant may be selected. **Sponsor and their Administrators assume no responsibility for undeliverable prize notification for any reason.** Sponsor/Administrator assume no responsibility for undeliverable prize notification resulting from any form of active or passive filtering by any Entrant's email account or email settings or for insufficient space in an Entrant's email account to receive emails. Return of any prize or prize notification as

undeliverable may result in disqualification and alternate Winner may be selected (as outlined above). Potential Winners are subject to verification by Sponsor or Administrator, and verification of potential Winner is final and binding in all matters related to the Contest.

General Rules: By participating in this Contest, Entrants/Winners agree to be bound by these Official Rules and the decisions of the Sponsor. All applicable laws and regulations apply. Entrants and Winners hereby hold the Sponsor and its Administrators, and each of their 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 Entry/prize components and Entrants/Winners waive any right to inspect or approve uses of their Entry by Sponsor in connection with the Contest or to be compensated for any such uses. Participating in the Contest constitutes permission to the Sponsor to use an Entrant’s/Winner’s name, address, and likeness and Entry in connection with the administration of the Contest only and as otherwise required by law. Participation in the Event carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The undersigned expressly assumes all risks associated with, resulting from or arising in connection with their participation in or presence at the Event, including, without limitation, any risk of bodily injury, death, or property damage arising out of or related to the Event, whether caused by ordinary negligence or otherwise. THE UNDERSIGNED ASSERTS AND ACKNOWLEDGES THAT THEIR PARTICIPATION IS VOLUNTARY AND THAT THEY KNOWINGLY ASSUME ALL SUCH RISKS. 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 entering or downloading materials or software in connection with the Contest. You hereby represent and warrant that you have read these Official Rules 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 Contest 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 CONTEST 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 CONTEST JURISDICTION; (3) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS CONTEST 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 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 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 Contest will be used by Sponsor and its agents for purposes of the proper administration and fulfillment of the Contest as described in

these Official Rules, and in accordance with Sponsor's Privacy Policy, posted at <https://www.petsmart.com/help/privacy-policy-H0011.html> and as allowed by law.

Winners List: For the name of the Winners (available after June 5, 2024), send a self-addressed stamped envelope to: PetSmart Tattoo Redo Contest Winner PO Box 90130, Nashville, TN 37209, for Sponsor's receipt no later than July 31, 2024.