

## **Pet Supplies Plus Online Offer Exclusive Terms and Conditions**

**1. Eligibility:** Pet Supplies Plus Online Offer Exclusive (the "Promotion") is open only to legal residents of the 50 United States (including DC) who are at least 18 years old at the time of entry and received a notification via email that the Promotion is live. Employees of Sponsor, Administrator, and their parents, subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate families (spouse and parents, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to participate.

**2. Sponsor:** Pet Supplies Plus/U.S.A., Inc., 17197 North Laurel Park Drive, Ste. 402, Livonia, MI 48152. **Administrator:** Quikly, Inc., 1505 Woodward Ave., 4<sup>th</sup> Floor, Detroit, MI 48226.

**3. Timing:** This Promotion begins on September 22, 2022, at 10am ET, and ends on September 26, 2022, at 11:59 p.m. ET or when all offers have been claimed, whichever is earlier. The Administrator's database computer is the official time-keeping device for this Promotion.

**4. How to Participate:** The clock is ticking! If you receive an email inviting you to participate in the promotion, click on the "Claim Now" button in the email. Your speed in responding (clicking the "Claim Now" button) will determine the value of your offer as set forth in section 5.

By participating in the Promotion, you unconditionally accept and agree to comply with and abide by these Terms and Conditions and all decisions of the Sponsor and Administrator, which shall be final and binding in all respects. Participants are not permitted to share the same email, preferred Pet Club membership, or other credentials. Any attempt by any participant to obtain more than one offer by using multiple/different email addresses, club memberships, phone numbers, or any other methods will void that participant's action and that participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification.

### **5. Offers:**

Click "Claim Now" as fast as you can. Here are the offers being awarded by order of the fastest people:

- First 5,000 participants: 25% off online purchase at PetSuppliesPlus.com,
- 5,001 to 12,500 participants: 20% off online purchase at PetSuppliesPlus.com, and
- 12,501 to 22,500 participants: 15% off online purchase at PetSuppliesPlus.com.

The offer will be delivered immediately to you in the form of an offer code that will be presented to you in an onscreen message and you will also have the option of having it emailed to you. No liability is assumed for any notification that is lost, intercepted or not received by a participant for any reason. Participants are responsible for all taxes and fees associated with offer receipt and/or use. The following applies to all offers: Preferred Pet Club members only. May be redeemed at PetSuppliesPlus.com only. One coupon per household. May not be combined with any other offer. Restrictions may apply. No cash value or cash back. Excludes gift cards, Dirty Dog Discount cards and prior purchases. Valid on in-stock items only. Void if altered, reproduced, transferred, sold, or where prohibited by law. Offer may be revoked at any time. Offer expires 9/26/2022. Discount percentages will be deducted after all other eligible discounts are applied but before sales tax. Purchase minimums must be met after all other discounts are applied but before sales tax. Customer is responsible for applicable taxes.

**6. Release:** By participating in the Promotion, participant agrees to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any offer.

**7. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of the Terms and Conditions of this or any other promotion or in an unsportsmanlike or disruptive manner. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

**8. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) late, lost, undeliverable, damaged or stolen mail or electronic communications; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Promotion or receipt or use or misuse of any offer.

**9. Disputes:** THIS PROMOTION AND ITS RULES ARE GOVERNED BY US LAW AND ARE SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THE PROMOTION RULES, OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANTS AND SPONSOR IN CONNECTION WITH THE PROMOTION ARE GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN DETROIT, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE CITY OF DETROIT. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. EXCEPT WHERE PROHIBITED, YOU AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND/OR CAUSES OF ACTION ARISING OUT OF, OR CONNECTED WITH THE PROMOTION OR ANY OFFER SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

**10. Participant's Personal Information:** You agree and acknowledge that the information you provide is subject to Sponsor's Privacy Policy available at <https://www.petsuppliesplus.com/en/Privacy-Policy> and Administrator's Privacy Policy available at <https://www.quikly.com/page/privacy>.