**Beneful Eat Happy**
**Official Rules**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Beneful Eat Happy (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Nestlé Purina PetCare Company ("Sponsor"), Merkle Inc. ("Administrator"), and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Nestlé Purina PetCare Company, 1 Checkerboard Square, St. Louis, MO 63164. **Administrator**: Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Sweepstakes begins on October 20, 2022 at 12:00 a.m. Eastern Time ("ET"), ends on December 15, 2022 at 11:59 p.m. ET (the "Promotion Period") and consists of a grand prize entry period (the "Grand Prize Entry Period") which coincides with the Promotion Period and eight (8) weekly entry periods (each a "Weekly Entry Period"), as outlined below.

| Entry Period | Start Date at 12:00 a.m. ET | End Date at 11:59 p.m. ET | Mail-In Postmark Date | Mail-In Receive By Date | Approximate Drawing Date/Winner Notification Date |
|---|---|---|---|---|---|
| Weekly 1 | October 20, 2022 | October 26, 2022 | October 26, 2022 | November 2, 2022 | November 8, 2022 |
| Weekly 2 | October 27, 2022 | November 2, 2022 | November 2, 2022 | November 9, 2022 | November 15, 2022 |
| Weekly 3 | November 3, 2022 | November 9, 2022 | November 9, 2022 | November 16, 2022 | November 22, 2022 |
| Weekly 4 | November 10, 2022 | November 16, 2022 | November 16, 2022 | November 23, 2022 | December 6, 2022 |
| Weekly 5 | November 17, 2022 | November 23, 2022 | November 23, 2022 | November 30, 2022 | December 6, 2022 |
| Weekly 6 | November 24, 2022 | November 30, 2022 | November 30, 2022 | December 7, 2022 | December 13, 2022 |
| Weekly 7 | December 1, 2022 | December 7, 2022 | December 7, 2022 | December 14, 2022 | December 20, 2022 |
| Weekly 8 | December 8, 2022 | December 15, 2022 | December 15, 2022 | December 22, 2022 | January 5, 2022 |
| Grand Prize | October 20, 2022 | December 15, 2022 | December 15, 2022 | December 22, 2022 | January 5, 2022 |

Administrator's computer is the official time-keeping device for the Sweepstakes.

**4. How to Enter the Sweepstakes by Making a Qualifying Purchase or through the Alternate Method:**

a. **Make a Purchase:** During the Promotion Period, purchase any Purina® Beneful® dry dog food or Purina® Beneful® Simple Goodness® dog food product(s) in a single transaction ("Qualifying

Purchase"). Be sure to keep your receipt. Take an image of your entire receipt. The receipt image must be clear and legible, include the purchase date and time, and show the Qualifying Purchase, the Qualifying Purchase price and total amount spent. Each receipt can only be uploaded once. Then, visit benefuleathappysweeps.com ("Website") and follow the links and instructions to complete and submit the registration form including a valid email address. Next, follow the instructions to upload the image of your receipt. All receipts will be verified by Merkle's Moderation Team. If the receipt and purchase are approved, you will receive one (1) Sweepstakes entry into the applicable Weekly Entry Period drawing (regardless of the amount of Beneful products purchased on one (1) receipt) and one (1) Sweepstakes entry into the Grand Prize drawing (again, regardless of the amount of Beneful products purchased on one (1) receipt) for a Qualifying Purchase until you reach the overall limit, which is up to four (4) Sweepstakes entries.

b. **Mail-In Method of Entry:** To enter without making a Qualifying Purchase, hand print your name, address, day and evening phone numbers, email address, and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "Beneful Eat Happy," c/o Merkle Inc., P.O. Box 5964, Department 854968, Kalamazoo, MI 49003-5964. You will receive one (1) Sweepstakes entry into the applicable Weekly Entry Period drawing and one (1) Sweepstakes entry into the Grand Prize drawing, until you reach the overall limit, which is up to four (4) Sweepstakes entries. All mail-in entries must be handwritten and must be postmarked by and received by the dates listed in Section 3 above. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Limit: Each entrant may receive up to four (4) Sweepstakes entries during the Promotion Period, regardless of method of entry or combination of methods. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder. All receipts are verified by Merkle's Moderation Team before awarding an entry. Any attempt by entrant to falsify a receipt as proof of purchase will be deemed ineligible.

**5. How to Enter the Sweepstakes by Participating in the Augmented Reality Filter Experience*:** During the Promotion Period, visit benefuleathappysweeps.com (again, "Website") and follow the links and instructions to complete and submit the registration form including a valid email address. Next, interact with the augmented reality filter experience (in accordance with the provisions listed below*) by taking a photo of you and your dog(s) and clicking the submit button, and you will earn one (1) Sweepstakes entry into the applicable Weekly Entry Period drawing and one (1) Sweepstakes entry into the Grand Prize drawing. Once reviewed and approved by the Merkle Moderation Team, your photo may be featured in the online gallery.

Permissions: Entrant must have permission from any recognizable individuals who appear in the Submission to use their names and likenesses in the Submission and to grant the rights set forth herein. Minors may only be included in the Submission if entrant is their parent or legal guardian. If requested, entrant must be able to provide such permissions or proof in a form acceptable to Sponsor.

Content Restrictions:

- The Submission must be your original work;
- The Submission must not convey any claims of Sponsor's products or services that would be deemed unsubstantiated or deceptive if made by Sponsor;

- The Submission must not contain material that violates or infringes another's rights, including but not limited privacy, publicity or intellectual property rights, or that constitutes copyright infringement and therefore must not contain brand names or trademarks other than those owned by Sponsor; The Submission must not contain content created by a third party, such as images or artwork;
- The Submission must not disparage Sponsor, or any other person or party;
- The Submission must not contain material that is inappropriate, offensive, indecent, obscene, sexually explicit, tortious, defamatory, slanderous or libelous;
- Your Submission must not make references to or include: alcohol, illegal drugs, tobacco, or firearms/weapons, any activities that are or appear to be dangerous, or any political agenda;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- The Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.
- Because Nestlé Purina PetCare Company promotes the compassionate care of all pets, Submissions showing or describing unsafe situations or not exemplifying responsible pet ownership, in Sponsor's sole discretion, will not be considered for the viewing gallery.

Limit: Each entrant may receive up to two (2) Sweepstakes entries, via this method of entry, during the Promotion Period by participating in the Augmented Reality Filter Experience. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

**Be sure to be aware of your surroundings while using the augmented reality services of the experience. You agree that such use is at your own risk and that you will not use the services to violate any applicable law or regulation. You agree that in conjunction with your use of the augmented reality services you will not make available any unlawful, inappropriate, or commercial content.*

*In using the augmented reality services, you agree to maintain safe and appropriate contact with other players and other people in the real world. You will not harass threaten or otherwise violate the legal rights of others. You will not trespass and will not otherwise engage in any activity that may result in personal injury, death, property damage, nuisance, or liability of any kind.*

*You agree to release and hold harmless Sponsor, Administrator, and their respective parents, subsidiaries, affiliates, promotional partners, prize partners, agents and agencies, and the officers, directors and employees of them (collectively, the "Released Parties") from and against any and all losses, liability, illness, injury, claim or cause of action, including, but not limited to, personal injury, death, property damage, nuisance, or liability of any kind, arising out of use of the augmented reality services.*

**Sponsor's Use of Submissions:** Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be

required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

**6. How to Enter the Sweepstakes by Participating in Social Share:**

a. Twitter Share: After you register or log into the Website, follow the links and instructions to share a message about the Sweepstakes on Twitter. By doing so, you will receive one (1) Sweepstakes entry into the applicable Weekly Entry Period drawing and one (1) Sweepstakes entry into the Grand Prize drawing.
b. Facebook Referral: After you register or log into the Website, follow the links and instructions share a message about the Promotion on your Facebook wall. The post will contain a unique link to the Promotion. If a friend subsequently enters the Sweepstakes through the unique link, you will receive one (1) Sweepstakes entry into the applicable Weekly Entry Period drawing and one (1) Sweepstakes entry into the Grand Prize drawing.

Limit: Each entrant may receive up to two (2) Sweepstakes entries, via these methods of entry, during the Promotion Period by participating in Social Share. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

**7. Prize Drawings:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the appliable Entry Period, on or around the dates listed in Section 3 above. *Non-winning Weekly Entry Period entries will carry over into any subsequent Weekly Entry Period.* The potential winners will be notified by email. The potential Grand Prize winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") which must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. Potential Weekly Entry Period winners may be required to provide their name, home mailing address (P.O. Boxes may not be permitted), and date of birth to confirm eligibility and for purposes of prize fulfillment within five (5) days of the date notice or attempted notice is sent, in order to claim his/her/their prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits his/her/the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that the potential Grand Prize winner is disqualified for any reason or forfeits the prize, Sponsor will award the prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Unclaimed Weekly Entry Period prizes will not be awarded. Weekly Entry Period prizes will be awarded 8-10 weeks after the conclusion of the Sweepstakes.

**8. Prizes:**

| Entry Period | Prize Description | Number of Winners | Approximate Retail Value (“ARV”) |
|---|---|---|---|
| Weekly 1 | Beneful Branded Dog Bowl | 25 | $21.65 |

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| Weekly 2 | Beneful Branded Dog Canister | 25 | $19.99 |
| Weekly 3 | Beneful Branded Dog Towel | 25 | $24.99 |
| Weekly 4 | Beneful Branded Food Mat | 25 | $20.10 |
| Weekly 5 | Beneful Branded Dog Bowl | 25 | $21.65 |
| Weekly 6 | Beneful Branded Dog Canister | 25 | $19.99 |
| Weekly 7 | Beneful Branded Towel | 25 | $24.99 |
| Weekly 8 | Beneful Branded Food Mat | 25 | $20.10 |
| Grand Prize | A trip for winner, one (1) guest and his/her/their dog to a city within the U.S. that has a pet-friendly State or National Park of the winner's choice. Trip package includes round trip, coach-class air transportation for two (2) with roundtrip air travel in cabin for small pet from a major airport near winner's home (determined by Sponsor in its sole discretion); five (5) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy) and full-size rental car for length of stay. TAX GROSS UP PAYMENT: Sponsor will also provide winner a single cash payment in the form of a corporate check, which is intended to assist the winner with any federal, state, or other tax obligations related to the Grand Prize (the "Tax Gross-Up Payment"). The Tax Gross-Up Payment will be $5,314.00. **The Grand Prize winner's actual tax liabilities related to the Grand Prize could exceed the Tax Gross-Up Payment. The Grand Prize winner is solely responsible for all applicable federal, state, or other tax obligations related to the Grand Prize. Sponsor will not provide any further assistance toward the winner's tax obligations.** If winner does not meet requirements for rental car, that portion of the prize will be forfeited in its entirety. Winner must complete the trip within one (1) year from the drawing date or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes, | 1 | $16,846.00. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. |

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| | pet-travel related fees or other expenses are the responsibility solely of winner. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure and releases and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, travel companion must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if any event is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Winner agrees that his/her/their dog will not travel in an airplane cargo for any portion of the travel (and must provide proof of any required and requested vaccination(s) records, paperwork, releases, as determined by Sponsor in its sole discretion). If dog does not meet airline restrictions for travel in the airplane cabin, winner has the choice of traveling without their dog. Or winner can choose to drive with their dog. If the winner chooses to drive with his/her/their dog, car rental and travel expenses will be covered in lieu of airfare as determined by the Sponsor. The winner can select to visit a pet-friendly State or National Park in their local region, and will receive a driving stipend for a total range of between 700-900 miles. The winner also has the choice to redeem Grand Prize in the form of cash, to the equivalent of $16,846.00 | | |

For All Prizes: Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a Weekly Entry Period , prize depend on the number of eligible entries received during the applicable Weekly Entry Period. Odds of winning the Grand Prize depend on the number of eligible entries received during the Promotion Period. Limit: One (1) Weekly Entry Period prize and one (1) Grand Prize per person. Total ARV of all prizes: $21,182.50.

**9. Release:** By receipt of any prize, winners agree to release and hold harmless the Released Parties (as defined above) 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 Sweepstakes or receipt or use or misuse of any prize.

**10. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**11. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves 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 Official Rules shall not constitute a waiver of that provision.

**12. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (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 Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**13. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**14. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy https://www.purina.com/privacy-policy.

**15. Winner List:** For a winner list, click here. The winner list will be posted after winner confirmation is complete.

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