

Participation Terms and Conditions for Animal Shelters

A search for the "most deserving" animal shelter as determined by local shelter community and the Program Producers.
Dedicated to Helping Pet Shelters™

Animal Shelter Eligibility: The Animal Shelter Makeover ("Makeover Search") is open to animal shelters that meet the following criteria.

The animal shelter must:

1. be "brick and mortar" business establishments. Rescue groups that use private homes as shelters are not eligible.
2. be actively facilitating adoption on an ongoing basis.
3. be organized under § 501(c) (3) of the Internal Revenue Code and possess a certificate proving current qualification as such; and in good standing.
4. be properly licensed by its city, town or community of residence.

The animal shelter entity and its owners, operators, and managers must not have been convicted or charged with any crime and not involved in any lawsuit against the organization.

Timing: Registration and point accumulation for the Makeover Search begins October 1, 2007 and closes March 31, 2008, in accordance with the Zootoo Shelter Makeover Program. Anticipated approximate date of final winner determination: May 1, 2008.

How to Register: Go to www.zootoo.com/makeover and follow the instructions to submit identifying information about your animal shelter including contact information and your unique Zootoo Shelter Makeover Code. One adult representative shall be specified as the contact for the animal shelter ("Representative").

Promotion: Participating animal shelters ("Participants") accrue points in their respective accounts. By registering for the Makeover Search, Participants automatically are given 100 points. Participants are encouraged to promote their respective shelters. Zootoo House Incorporated ("Program Producers") will sponsor a Web-based Shelter Adoption Program ("Zootoo Shelter Makeover Program") that will permit the general public to select a local (or favorite) animal shelter and accumulate points on its behalf through its activity on the Zootoo Shelter Makeover Program Website. (See www.zootoo.com/makeover for details of Zootoo Shelter Makeover Program). When members of the public participate in the Zootoo Shelter Makeover Program by specifying a preferred animal shelter and taking specific action on the Zootoo Shelter Makeover Program Website, those members of the public can earn additional points on behalf of their adopted animal shelter, which in turn will increase the overall points in that animal shelter's account. Points in this Makeover Search have no value apart from the Program. In the event Participant is disqualified, becomes ineligible for any reason, becomes insolvent or declares bankruptcy, or in any other way no longer is an active participant in the Makeover Search, Program Producers reserve the right to reallocate the points in a manner that is fair and consistent with the Shelter Adoption Program, as determined by the Program Producers in their sole discretion. **MINIMUM POINT**

ACCUMULATION: To qualify as a "Finalist," Participants must accumulate at least 25,000 points.

Qualification as a "Finalist": The Shelter Adoption Program is scheduled to conclude on or about March 31, 2008. At that time, the top twenty (20) Participants, measured in number of points accumulated in their respective accounts, are Finalists, subject to verification of eligibility and compliance with these Terms and Conditions. If fewer than twenty (20) Participants have achieved the Minimum Point Accumulation, as set forth above, the Program Producers, in their sole discretion, may extend the time for point accumulation for up to six (6) months. Notice of such extension shall be placed on the Zootoo Shelter Makeover Program Website. In the event of ties the Participants shall be ranked in order of achieving the tied score. For clarity, if two Participants are tied with the highest number of points, the Participant who reached that point total first shall be ranked first and the Participant who reached that point total second shall be ranked second. The Participant with the second highest (untied) point total shall move down to third place, and so on.

Selection for the Makeover: A panel of judges ("Judges"), including animal shelter management, such as Shelter Planners of America (www.shelterplannersofamerica.com), will make a determination as to the most deserving shelter from among the Finalists. The Judges will also select another Finalist as the runner-up. Once the selected Finalists have been determined and verified for eligibility and compliance with the Terms and Conditions, the Judges' decision shall be final and binding.

Makeover: The Judges' selected Participant ("Makeover Winner") receives a makeover for its shelter up to a maximum approximate construction value of one million dollars. Actual makeover value depends on condition of the shelter and judgment of Zootoo House™ Incorporated. The specifics of the makeover are dependent upon the needs of the winning shelter and the analysis of the Judges in the Judges' sole discretion. "Makeover" improvements may or may not include some or all of the following:

Administrative offices remodel and/or additions	New drainage systems for animal rooms and kennels
Animal Receiving Rooms remodeling and/or additions	New floor finishes for animal and public areas
Architectural Fees	New food storage area
Boutique (Sales Office)	New fresh air heating, cooling, ventilation and ducting systems
Cat Room remodeling and/or additions	New heated floor areas for dog kennels
Cat Viewing Area	New kenneling gates and partitions
Construction Fees	New noise control designs and materials for kennels
Dog and Cat Adoption Display Rooms	New outside dog exercise and get-acquainted yards
Dog Kennel remodeling and/or additions	New Paint
Education and Meeting Room remodeling and/or additions	New Parking Lot
Food Donations	New Signage
Front Office and Public Reception remodeling and/or additions	New Storage Room
Fumigation	New weather tight guillotine doors for dog kennels
Isolation, Observation and Quarantine Kennels remodeling and/or additions	Other design features that the Program Producers may approve
Kitten Room remodeling and/or additions	Permits / License Fees
Landscaping	Pre-Fabricated Puppy Playground
Lighting Fixtures	Puppy and Small Breed Room remodeling and/or additions
New cages for cat areas	Redesign Grooming Room
New ceiling finishes for animal and public areas	Redesign Vet Room
New central power washing systems	Security Systems
New central watering systems	Small Animal Room
New computers and shelter software	Spay / Neuter Clinic remodeling and/or additions
New dog and cat get-acquainted rooms	Website Presence

The timing for the makeover shall be in the discretion of the Program Producers, but in no case shall the timing for the makeover be more than one (1) year from the date of winner notification. The Participant that is selected by the Judges to be the runner-up receives \$10,000. The remaining eighteen (18) Finalists receive \$5,000 each. Winning Participants are advised to consult their tax advisors for proper treatment of their prizes, and are responsible exclusively for any reporting or other tax responsibilities.

Responsibilities of Makeover Winner: Winner of Makeover must work with Program Producers cooperatively and accommodate Program Producers and their vendors and representatives to the extent necessary to effectuate the Makeover. By way of illustration, and in no way exhaustive of the ways in which Makeover Winner must accommodate Program Producer, the Makeover Winner must find suitable temporary housing for its pets **at Makeover Winner's cost** to the extent Program Producer, in its discretion, determines that it is necessary to move the pets during renovations. Failure of the winning shelter, its employees, officers, directors, and owners, to cooperate with the Program Producers in every respect constitutes grounds for disqualification. In the event of disqualification of the Makeover Winner, Program Producers may demote the Makeover Winner to the status of "runner-up" and elevate the runner-up to the position of Makeover Winner. If the Makeover Winner acts in such an uncooperative manner as to endanger the Zootoo Shelter Makeover Program itself, the Program Producers, in their sole discretion, may disqualify the Makeover winner from receiving any prize whatsoever.

Requirements of Participation:

1. If selected as a Finalist, Participant must make its animal shelter generally available to the Judges and others, including, without limitation, consultants and real estate experts. Participant also agrees to make its board of directors reasonably available to the Judges and to provide financial records and business policies to the Judges as requested by the Judges solely for the purposes of determining who shall be the Makeover Winner and the runner-up.
2. If selected as a Finalist or Winner, the Participant must execute all waivers and release agreements required by Program Producers.
3. Winner agrees to make its facilities available to Program Producers for the makeover process.
4. Participant represents and warrants that all information provided in the registration process is true, complete, and correct, and acknowledges that if any of the information provided to Program Producers is found to be false or incomplete, this will be grounds for disqualification of Participant.
5. Representative represents and warrants that all information provided in the registration process is true, complete, and correct, and acknowledges that if any of the information provided to Program Producers is found to be false or incomplete, this will be grounds for disqualification of Participant.
6. Participants acknowledge that the Judges may or may not select them as the Winner regardless of how they rank among the Finalists. The Judges' decisions are final in all respects.
7. Participants represent and warrant that:
 - a. Its animal shelter is in no way connected with Zootoo House™ Incorporated, Zootoo LLC., Shelter Planners of America ("Interested Parties"); and
 - b. No employee, officer, director, or owner of their animal shelter (nor any spouse, immediate family or household member of such employee, officer, director or owner) is an employee, officer or director of the Interested Parties.
8. Participant consents to the recording, use and reuse by Program Producer and any licensee, assignee, parent, subsidiary, or affiliate entity and each of their respective employees, contractors, agents, officers and directors (collectively "Releasees") of the voice, actions, likeness, name, appearance, biographical material about employees, officers, directors, and owners of the animal shelter, and any information contained in or derived from the registration process (collectively "Likenesses"). Such Likenesses may be edited, altered or modified by Program Producer or any of the Releasees in their sole discretion, in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with the Program, including, without limitation, in advertisements, promotions, publicity, marketing, merchandising or in any other manner.
9. Participant agrees that the Releasees exclusively own all right, title, and interest (including, without limitation, all copyrights) in and to any copyrightable works made by any of the Releasees as well as any other materials that Participant may have provided or may provide in connection with the Makeover ("Materials") including, without limitation, the right to edit, alter or modify the Materials and to use all or part of the Materials in any manner and in any and all media now known or hereafter devised worldwide, in perpetuity.
10. Participant releases, holds harmless, and indemnifies Releasees from any and all liability arising out of their recording or use of the Likenesses and/or the Materials. Participant agrees not to make any claim against Releasees as a result of the recording or use of any Likeness and/or the Materials (including, without limitation, any claim) that such use defames the animal shelter or anyone connected with the animal shelter associated with the Participant.
11. Participant, to the maximum extent permitted by law, hereby releases, holds harmless and indemnifies the Releasees and any television station or channel, cable network, satellite network or interactive media that exhibits the Makeover Search, the other Participants in the Makeover Search, the advertisers connected with the Makeover Search, each of their respective parents, subsidiaries and affiliated companies, all other persons and entities connected with or engaged in connection with the Makeover Search, and each of their respective officers, directors, agents, representatives, employees, contractors, successors, assignees, and licensees (herein the "Additional Released Parties") from any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind (including, without limitation, attorneys' fees) arising out of, resulting from, or by reason of, my application for or participation on or in connection with the Makeover Search, including, without limitation, my participation in the participant selection process of the Makeover Search, any exploitation of the Makeover Search or the appearance of the Participant's animal shelter in connection with the Makeover Search, the failure of the Judges to select Participant as a Finalist or Winner, or the cancellation of the Makeover Search.
12. As a condition of participating in this Makeover Search, Participant agrees that (1) any and all disputes, claims and causes of action arising out of or connected with this Makeover Search shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of NJ or the appropriate NJ State Court located in Hudson County, NJ; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Makeover Search, but in no event attorneys' fees; and (3) under no circumstances will Participant be permitted to seek recovery for, and Participant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and waives any and all rights to have damages multiplied or otherwise increased.
13. All issues and questions concerning the construction, validity, interpretation and enforceability of the Terms and Conditions, or the rights and obligations of Participant and Program Producer in connection with the Makeover Search, shall be governed by, and construed in accordance with, the laws of the State of NJ, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of NJ, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of NJ.
14. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.
15. Program Producer shall not be held liable or responsible to the Participant for failure or delay in fulfilling or performing any obligations in these Terms and Conditions to the extent and for so long as such failure or delay is caused by or results from causes beyond Program Producer's reasonable control.