

**ZOOTOO.COM PET SHELTER MAKEOVER II OFFICIAL RULES****NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.****PROGRAM PRODUCERS**

The Zootoo.com Pet Shelter Makeover Program ("Makeover Program") gives participating animal shelters the opportunity to receive a "makeover" worth **up to \$1 million** in cash, services, and in-kind benefits. The makeover will be awarded based upon a combination of several factors: earning points, presenting the best case for receiving the makeover to Zootoo LLC ("Program Producer"), and receiving public votes from America. Points can be earned by the shelters themselves or by individuals acting for the benefit of the shelter. The twenty (20) Semifinalists shelters that earn the most points (subject to a minimum point threshold requirement) will present their case for receiving the makeover to the Program Producer, after which the field will be narrowed to ten (10) Finalists. Then, America will have the opportunity to vote for the shelter it thinks most deserves the makeover. These Official Rules, as well as the Zootoo.com Terms and Conditions, Privacy Policy, and other documents found on the Zootoo.com website from time to time, govern the conduct of participating shelters and members of the public who act on behalf of the shelters for point accrual and/or finalist voting purposes. The Makeover Program is being conducted and administered by the Program Producer, whose decisions are final and binding as to all matters related to the Makeover Program.

**ELIGIBILITY**

**Shelters:** The Makeover Program is open to animal shelters that are:

- Physically located in one of the fifty (50) United States or the District of Columbia (void in Puerto Rico, territories under the control of the United States, and elsewhere);
- "Brick and mortar" business establishments. "Brick and mortar" establishments, for the purpose of the Makeover Program, are defined as shelters permanently operating out of a physical space, where that physical space is either:
  - a. Owned by the shelter entity; or
  - b. Under a long term lease by the shelter entity. "Long-term" means that the shelter is entitled to stay in that location at least until 2011. Leases that expire prior to 2011 but contain an option for extension to at least 2011 at the shelter's sole discretion are permissible.
- Actively facilitating pet adoption on an ongoing basis;
- Organized under § 501(c)(3) of the Internal Revenue Code and possess a certificate proving current qualification as such; and
- Properly licensed by its city, town, or community of residence.

Rescue groups that use private homes as shelters are not eligible. An animal shelter will be **ineligible** to be a Shelter Participant or win any prize in the Makeover Program if:

- The entity has previously been awarded a makeover by the Program Producer, or has won a similar contest or program in the past 10 years;
- The entity and/or its owners, operators, and managers have been convicted of any felony crime at any time since 1998, or
- The entity and/or its owners, operators, and managers are involved in an active lawsuit or administrative proceeding of any kind, at any time during the shelter's involvement in the Makeover Program. This eligibility requirement may be waived if the lawsuit or proceeding is fully resolved on or before the end of the Tour Phase.

Registration of an animal shelter in the Makeover Program must be completed by a representative of the shelter that has been authorized by the shelter's Board of Directors to sign and bind contractually the shelter in all matters related to the Makeover Program. Failure to have this authorization available at the Program Producer's request may result in the shelter being disqualified from the Makeover Program.

**Individuals:** Any individual may become an "affiliate member" of a shelter's webpage on the zootoo.com Website, accumulate points on the shelter's behalf, and/or vote online for the shelter during the Public Voting Phase where America votes. To be eligible to participate, an individual must:

- Register on Zootoo.com and validate his or her email address;
- Be 13 years old or older at the time of registration and a legal resident of the United States (void in Puerto Rico). If you are under the age of majority in your state of residence, you must have your parent/legal guardian's prior express permission to participate; and
- **Not** be an employee, officer, or director of the Program Producer, their affiliated companies, subsidiaries, vendors, their respective advertising and promotion agencies, or a member of any such person's immediate families (defined as parents, siblings, spouses and children) or household.

In addition to the requirements set forth above, in order for an individual to vote online for the shelter during the Public Voting Phase, such individual must have added a profile photo. It is not necessary for an individual to be an affiliate member in order to vote.

**TIMING**

The Makeover Program will proceed in three Phases: (1) Registration and Point Accumulation; (2) Tour; and (3) Public Voting by America.

<u>Phase</u>	<u>Beginning Date</u>	<u>Ending Date</u>
Registration and Point Accumulation	September 18, 2008 at 12:00:01 AM Eastern Time ("ET")	March 13, 2009 at 11:59:59 PMET*
Top 20 Semifinalists Announcement	March 17, 2009 at 12:00:00 PM Eastern Daylight Time ("EDT")	
Tour Period	March 14, 2009*	April 5, 2009*
Public Voting	April 13, 2009 at 12:00:01 PM EDT	April 19, 2009 at 11:59:59 PM EDT
Makeover Winner Announcement	On or about April 27, 2009	

\*TIME PERIODS AND DATES SUBJECT TO CHANGE IF TRAVEL CONDITIONS DO NOT PERMIT THE PHASES TO PROCEED AS NOTED, OR IF SUCH CHANGE WILL BEST SERVE THE INTERESTS OF THE MAKEOVER PROGRAM. ALL PARTICIPATING SHELTERS WILL BE INFORMED OF ANY DATE EXTENSIONS.

**REGISTRATION**

**Shelters:** During the Registration and Point Accumulation Phase, visit [www.zootoo.com/makeover](http://www.zootoo.com/makeover) (the "Website") and follow the instructions to submit identifying information about your animal shelter including contact information and your unique Zootoo Shelter Makeover Code. Once an eligible shelter has completed its registration, it will become a "Shelter Participant." Shelters that participated in the 2007-2008 Shelter Makeover Program must visit [zootoo.com](http://zootoo.com) and follow the instructions to confirm their participation in this year's Makeover Program.

**Individuals:** Eligible individuals wishing to participate in the Makeover Program, and earn points for a Shelter Participant, must register on the Website. To register, visit the Website during the Registration and Point Accumulation Phase, complete the required information, and select a shelter to "adopt" by

Effective as of 3/13/2009

becoming an affiliate member. Once registration is submitted, a verification e-mail will be sent. The verification e-mail must be responded to in order to complete registration. Eligible individuals who complete the registration for the Makeover Program are referred to as "Affiliate Members."

Affiliate Members should make their shelter selection with care; once a selection is made and confirmed, Affiliate Members can only request to change it once within 30 days of registration. Notwithstanding the foregoing provisions in this paragraph, if a shelter becomes ineligible for any reason, becomes insolvent or declares bankruptcy, or in any other way no longer is available to participate in the Makeover Program, the Program Producer reserves the right to reallocate the points in a manner that is fair and consistent with the Makeover Program, as determined by the Sponsor in its sole discretion.

Previously Registered Individuals: For Affiliate Members who have previously registered with Zootoo, just log on to zootoo.com and make sure your shelter affiliation is still accurate. Affiliate Members may change affiliation within 30 days from the first log-in after the Makeover Program start date. Limit: Each Shelter Participant may only register once, and each Affiliate Member may only register once. Any attempt by an Affiliate Member to register more than once by using multiple/different email addresses, identities, registrations and logins, or any other methods could result in disqualification from further participation in this or any other Makeover Program, and loss of all points earned by the Affiliate Member for his/her adopted Shelter Participant. Duplicate accounts by shelters are prohibited and will be removed along with all related points.

#### **POINT ACCUMULATION**

Points will be used to determine if a Shelter Participant becomes one of the twenty (20) Semifinalists. Shelter Participants and Affiliate Members may earn points in a variety of ways. Points will be given in accordance with point activity matrix accessed from [www.zootoo.com/makeover](http://www.zootoo.com/makeover). Point activities are subject to change, or new program points can be added, without prior notice by Program Producer, at its sole discretion. Such changes will be posted on [www.zootoo.com/makeover](http://www.zootoo.com/makeover).

Point Accumulation Conditions: Full and complete Point Accumulation restrictions and limitations can be found at [www.zootoo.com/makeover](http://www.zootoo.com/makeover), and are subject to change. Points may be accrued until the close of the Registration and Point Accumulation phase. Points have no value apart from their use in the Makeover Program. All Shelter Participants start at zero points regardless of participation in previous makeover programs.

All content posted to the Website is subject to the Website's Terms and Conditions. Without limiting any restriction set forth on the Website, Affiliate Members may not repost any content that has already been posted on the Website. In the event a Shelter Participant is disqualified, becomes ineligible for any reason, becomes insolvent or declares bankruptcy, or in any other way no longer is an active Shelter Participant in the Makeover Program, the Program Producer reserve the right to reallocate the points in a manner that is fair and consistent with the Shelter Program and the Makeover Program. In the event that an Affiliate Member engages in conduct that violates these Official Rules, the Program Producer reserves the right to disqualify that Affiliate Member, and remove all points, postings, and other materials earned or contributed by that Affiliate Member. At the close of the Registration and Point Accumulation phase, the Shelter Participants with the twenty (20) highest point totals will be named "Semifinalists." **The Shelter Participant with the most points is not a winner.** In the event of a tie for the final Semifinalist spot, the Shelter Participant who achieved the tied score first in time shall be named as a Semifinalist. **MINIMUM POINT ACCUMULATION: To qualify as a "Semifinalist," Shelter Participants must accumulate at least 100,000 points.** If fewer than twenty (20) Shelter Participants have achieved the Minimum Point Accumulation, the Program Producer, in its sole discretion, may extend the time for point accumulation for up to six (6) months.

#### **TOUR BY PROGRAM PRODUCERS**

The Program Producer, or its designated advisors, will visit each Semifinalist, meet with its personnel, and view the state of the shelter (the "Tour"). The purpose of the Tour is to verify that the Semifinalist is eligible to participate in the Makeover Program and to assess the operational status and relative need of a makeover for each Semifinalist. To do this, Semifinalists must make themselves generally available to the Program Producer and/or its advisors. "Generally available" includes: 1) having its Board of Directors and employees meet with the Program Producer/advisors to answer questions; 2) providing its financial records and business policies (as may be reasonably requested) for review; and 3) executing whatever documents the Program Producer/advisors require. The Program Producer and its advisors will use the Tour to narrow the field of Semifinalists into ten (10) Finalists. Finalists will be chosen by the Program Producer and its advisors based upon their sole determination of which Semifinalists most deserve the makeover. **POINT TOTALS WILL NOT BE A FACTOR in determining the Finalists.** No explanation of or right to appeal this decision will be given. Announcement of the Finalists will take place during the HSUS Animal Sheltering Conference in Las Vegas, NV on April 6<sup>th</sup>/April 7<sup>th</sup>.

#### **PUBLIC VOTES FROM AMERICA**

After the Finalists have been named, their profiles and certain other materials will be uploaded to the Website so that America may vote for the Finalist that best deserves the makeover. The Finalist with the highest number of public votes from America will receive the makeover. In the case of a tie, the Program Producer will select the Makeover Winner, from the tied Finalists, in its sole discretion.

Voting: America will be able to vote for the shelter it believes most deserves the makeover through an online voting process. The Program Producer may announce additional methods by which America will have the opportunity to vote.

Limit: Individuals may cast a maximum of ten (10) votes per individual per day. Use of any software code, automated program, repeater script, or other similar device that allows for repeated voting by anything other than a person will be ignored, and could subject the individual to disqualification, banishment from further participation, and referral to the appropriate authorities for consideration of whether a crime has been committed. The Program Producer will tally votes and announce interim standings on April 15, 2009 and on April 17, 2009. The Program Producer retains the right to invalidate and remove any votes that it, in its sole discretion, determines are in any way in violation of these Official Rules, including, but not limited to, in violation of the limit on number of votes cast per person. Such invalidation may take place after the interim standings have been posted; thus, the interim tally is non-final and subject to validation and change until the Program Producer announces the final, validated results on or about April 27, 2009.

#### **MAKEOVER PRIZE**

The Makeover Program shall award the following prizes: the Makeover Prize, First Prize, Second Prize, Finalist Prizes, Semifinalist Prizes, and the Most Points Award.

- a. Makeover Prize: One (1) Shelter Makeover. The Finalist with the most public votes from America (the "Makeover Winner") receives a makeover worth **up to \$1 million** that can take the form of cash, services, and/or in-kind contributions. Actual value and specifics of the makeover will depend on the condition of the shelter and the judgment of the Program Producer. "Makeover" improvements may or may not include some or all of the

following:

Administrative Offices (remodel and/or additions)	New Floor Finishes
Animal Receiving Rooms (remodel and/or additions)	New Food Storage Area
Architectural Fees	New HVAC
Boutique (Sales Office)	New Heated Flooring for Kennels
Cat Room (remodeling and/or additions)	New Kenneling Gates and Partitions
Cat Viewing Area	New Noise Control Materials
Construction Fees	New Outside Exercise Yards
Dog and Cat Adoption Display Rooms	New Paint
Dog Kennel (remodeling and/or additions)	New Parking Lot
Education and Meeting Room (remodeling and/or additions)	New Signage
Food Donations	New Weather-Tight Guillotine Doors for Dog Kennels
Front Office and Public Reception (remodeling and/or additions)	Permits/License Fees
Fumigation	Pre-Fabricated Puppy Playground
Isolation, Observation & Quarantine Kennels (remodel and/or additions)	Puppy and Small Breed Room (remodeling and/or additions)
Kitten Room (remodeling and/or additions)	Redesign of Grooming Rooms
Landscaping	Redesign of Vet Room
Lighting Fixtures	Security Systems
New Cages	Small Animal Room
New Ceiling Finishes	Spay/Neuter Clinic (remodeling and/or additions)
New Central Power Washing System	Web Presence
New Computers & Shelter Software	Other features decided by the Program Producer
New "Get Acquainted" Rooms	Temporary Animal Relocation
New Kennel Drainage System	

- b. **First Runner Up Prize:** One award of \$50,000 will be given to the Shelter that receives the 2<sup>nd</sup> highest number of public votes from America.
- c. **Second Runner Up Prize:** One award of \$25,000 will be given to the Shelter that receives the 3<sup>rd</sup> highest number of public votes from America.
- d. **Finalist Prizes:** The seven Finalists who are not selected as the Makeover Winner, 1<sup>st</sup> Runner Up, or 2<sup>nd</sup> Runner Up will receive \$10,000 each.
- e. **Semifinalist Prizes:** The ten Semifinalists that are not selected as Finalists will receive \$5,000 each.
- f. **Most Points Award:** One award of \$10,000 given to the Semifinalist who earns the most points during the Point Accumulation Phase. This prize is awarded separate from and in addition to the Makeover, First, and Second Prizes. Therefore, any Shelter Participant may win the Most Points Award, regardless of their selection as a Finalist or Prize winner.

**General Prize Conditions:** Prize winners are advised to consult their tax advisors for proper treatment of their prizes, and are responsible exclusively for any reporting or other tax responsibilities. All prizes are non-transferable and no substitution will be made except as provided herein at the Program Producer's discretion. Winner of the Makeover will not receive any cash or cash equivalent – all Program Producer-approved invoices for goods delivered and services rendered will be paid directly by the Program Producer. The timing for the makeover shall be in the discretion of the Program Producer, but in no case shall the timing for the makeover be more than one (1) year from the date of winner notification. All other prizes will be paid in cash or cash equivalents, as determined by the Program Producer, and may be paid in lump sums or over a period of time not to exceed one (1) year from selection as a prize winner.

**RESPONSIBILITIES OF MAKEOVER WINNER**

Makeover Winner must work with the Program Producer cooperatively and must accommodate the Program Producer and its vendors and representatives to the extent necessary to effectuate the makeover. The first and second runner up must also work cooperatively with the Program Producer. By way of illustration, and in no way exhaustive of the ways in which Makeover Winner must accommodate the Program Producer, the Makeover Winner must work with the Program Producer to find suitable temporary housing for its pets to the extent the Program Producer, in its discretion, determines that it is necessary to move the pets during renovations. Failure of the Makeover Winner, its employees, officers, directors, and owners to cooperate with the Program Producer in every respect constitutes grounds for disqualification. In the event of disqualification of the Makeover Winner, the Program Producer may demote the Makeover Winner to the status of first runner up and elevate the first runner up to the position of Makeover Winner. If the Makeover Winner acts in such an uncooperative or disruptive manner so as to endanger the Makeover Program itself, the Program Producer may disqualify the Makeover Winner from receiving any prize whatsoever. If the Makeover Winner is disqualified, only the First Runner Up will be elevated in terms of prize received. No other prize winners will be elevated unless the Program Producer decides to do so.

**ACKNOWLEDGEMENTS, REPRESENTATIONS AND WARRANTIES**

**Shelter Participants:** Shelter Participants represent and warrant that all information provided in the registration process is true, complete, and correct, and acknowledge that if any of the information provided to the Program Producer is found to be false or incomplete, this will be grounds for disqualification of that Shelter Participant. Shelter Participants represent and warrant that its animal shelter is in no way connected with Zootoo LLC or any of its advisors. 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 Zootoo LLC and/or its advisors.

Effective as of 3/13/2009

**Affiliate Members:** Affiliate Members represent and warrant that all materials they submit in connection with the Makeover Program, including without limitation any copyrightable works (collective, the "Materials"), are original works wholly owned by the submitting Affiliate Member, and that no other party has any right, title, or interest in the Materials. Furthermore, all Materials are true, accurate, not defamatory, and represent the actual opinion of the submitting Affiliate Member.

**All participants (Shelter Participants and Affiliate Members):** All participants acknowledge the following:

1. The specifics of the Makeover shall be finally determined by the Program Producer in its sole discretion;
2. The timing of the Makeover Program, as described above, is subject to change if the Program Producer determines that the change will serve the best interests of the Makeover Program; and
3. Points accumulated during the Makeover Program have no value and will not entitle the Shelter Participant to anything other than what is stated in these Official Rules. Point totals do not carry over to subsequent Makeover Programs.

#### **PUBLICITY/COPYRIGHT**

For the purposes of this section, Zootoo LLC shall include any licensee, assignee, parent, subsidiary, or affiliate entity and each of their respective employees, contractors, agents, officers and directors.

**Copyright:** By posting anything to the Makeover Program Website, Shelter Participants and Affiliate Members transfer and assign all right, title, and interest (including, without limitation, all copyrights) in and to those materials to Zootoo LLC. This includes any video, photograph, song, essay, recording, or combination thereof. Shelter Participants and Affiliate Members specifically acknowledge and consent to this total transfer of ownership. Furthermore, Shelter Participants and Affiliate Members will provide to Zootoo LLC any assistance needed to have the transfer and assignment effectuated (including the signing forms to that effect). If you do not consent to this transfer of ownership, please do not post anything to the Website. If you think any content posted to the Website infringes your intellectual property rights, please visit <http://www.zootoo.com/termsandconditions>.

**Right of Publicity:** Except where prohibited, participation in the Makeover Program and selection as a Prize Winner, Finalist, and/or Semifinalist constitutes Shelter Participant's (including all Officers, Directors, and employees' thereof) consent to Zootoo to the use of voices, actions, likenesses, names, appearances, biographical materials about employees, officers, directors, and owners of the animal shelter, and any information contained in or derived from the Makeover Program (collectively "Likenesses") of any Shelter Participant's officers, director, or employees, for promotional or commercial purposes in any media, worldwide, without further payment or consideration. "Use" includes, without limitation, recording, capturing, modifying, editing, using as the basis for a derivative work, broadcasting, reproducing, performing, displaying, or otherwise making use of any Likeness of Materials as the basis for a television show, in advertisements, promotions, publicity, marketing, merchandising, or in any other manner that would be consistent with the purposes of the Makeover Program.

#### **LIMITATIONS OF LIABILITY**

Zootoo LLC, its officers, directors, members, employees, agents, heirs, assigns, and licensees (collectively, the "Released Parties") are not responsible for: (1) any incorrect or inaccurate information, whether caused by Shelter Participants and Affiliate Members; (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 Makeover Program; (4) technical or human error which may occur in the administration of the Makeover Program, the accumulation of points, and/or the voting system; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the Shelter Participant and/or Affiliate Member's involvement in the Makeover Program or receipt or use or misuse of any prize. No more than the stated number of prizes will be awarded. The Program Producer shall not be held liable or responsible to the Shelter Participant for failure or delay in fulfilling or performing any obligations in these Official Rules to the extent and for so long as such failure or delay is caused by or results from causes beyond the Program Producer's reasonable control.

#### **RELEASE**

By receipt of any prize, a winning Shelter Participant agrees to release and hold harmless 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 Makeover Program or receipt or use or misuse of any prize. All participants (Shelter Participants and Affiliate Members) hereby release, holds harmless and indemnify the Released Parties and any television station or channel, cable network, or satellite network that exhibits the Makeover Program, the other Shelter Participants in the Makeover Program, the advertisers and sponsors connected with the Makeover Program, each of their respective parents, subsidiaries and affiliated companies, all other persons and entities connected with or engaged in connection with the Makeover Program, and each of their respective officers, directors, agents, representatives, employees, contractors, successors, assignees, and licensees 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, participation in the Makeover Program.

#### **GENERAL CONDITIONS**

The Program Producer reserves the right to cancel, suspend and/or modify the Makeover Program, or any part of it, if any fraud, technical failures or any other factor beyond the Program Producer's reasonable control impairs the integrity or proper functioning of the Makeover Program. The Program Producer reserves the right to disqualify any participant (Shelter Participant or Affiliate Member) it finds to be tampering with the entry process or the operation of the Makeover Program, to be acting in violation of these Official Rules, or to be acting in a manner that is considered by the Program Producer to be unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Makeover Program may be a violation of criminal and civil law, and, should such an attempt be made, the Program Producer reserves the right to seek damages from any such person to the fullest extent permitted by law. The Program Producer's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

#### **DISPUTE RESOLUTION/GOVERNING LAW**

As a condition of participating in this Makeover Program, all participants (Shelter Participants and Affiliate Members) agree that (1) any and all disputes, claims, and causes of action arising out of or connected with this Makeover Program shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of New Jersey or the appropriate New Jersey State Court located in Hudson

Effective as of 3/13/2009

County, New Jersey; (2) any and all claims, judgments and rewards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Makeover Program, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules, or the rights and obligations of Shelter Participant, Affiliate Member, and/or the Program Producer in connection with the Makeover Program, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New Jersey, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

**SEPARABILITY**

If any provision of these Official Rules is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Official Rules, which will otherwise remain in full force and effect.

**PERSONAL INFORMATION**

Information collected is subject to the Program Producer's Privacy Policy, located at [www.zootoo.com/privacy](http://www.zootoo.com/privacy).