

**SUBARU® PET HALL OF FAME PROMOTION  
OFFICIAL TERMS AND CONDITIONS**

**NO PURCHASE NECESSARY TO PARTICIPATE**

**OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF  
COLUMBIA WHO ARE AT LEAST 18 YEARS OLD AT THE TIME OF ENTRY**

**VOID IN PUERTO RICO AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

Subaru® Pet Hall of Fame Promotion (“Promotion”) is sponsored by Subaru of America, Inc. (“Sponsor”), 2235 Marlton Pike West, Cherry Hill, NJ 08002.

- 1. ELIGIBILITY:** Each individual must be a legal resident of the 50 United States or the District of Columbia and be at least 18 years old at the time of posting. Void in Puerto Rico, the United States Territories and Possessions, elsewhere, and where prohibited or restricted by law. All federal, state and local laws apply. Participation constitutes individual’s full and unconditional agreement to these Official Terms and Conditions and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to the Promotion.
  
- 2. HOW TO POST:** During the Submission/Voting Phase an eligible individual must logon to <http://pets.subaru.com/hof.html>, enter the information required on the registration form which may include, but is not limited to: his/her first and last name (no initials), e-mail address, ZIP Code, and telephone number (“Registration Information”). After registering, the individual will receive instructions on how to provide a short description/caption and upload a photograph or video to the gallery of the Individual’s pet or upload a photograph or video from the Individual’s Instagram account (collectively, the “Posting”).

By submitting a Posting, each individual agrees that his/her Posting complies with these Official Terms and Conditions, including the Posting Guidelines and Requirements set forth in Section 4 of these Official Terms and Conditions. Each individual also agrees that Sponsor or Administrator may disqualify the individual from the Promotion if Sponsor or Administrator believes, in their sole and absolute discretion, that a Posting fails to comply with these Official Terms and Conditions. If Sponsor or Administrator rejects any Posting, such Posting will not appear in the gallery.

Limit one (1) Posting per calendar day. A calendar day starts at 12:00 AM Eastern Time (“ET”) and ends at 11:59:59 PM ET each calendar day while this Promotion is active.

**By submitting, each individual warrants and represents the following with respect to his/her Posting: (a) the Posting is 100% original and individual’s own creation; (b) the Posting will not infringe on any rights of any third parties; and (c) that individual has not and will not take any action that interferes with the rights granted to Sponsor under these Official Terms and Conditions.**

By submitting a Posting, individual hereby grants permission for the Posting to be posted on the Sponsor’s website or other website for public view during the Promotion and after the end of the Promotion has ended. Further, individual hereby understands and agrees that, at Sponsor’s sole discretion, his/her Posting may be posted to the Website, Sponsor’s Twitter account, or other social media sites associated with the Sponsor. Submitting a Posting

constitutes individual's consent to give Sponsor a royalty-free, irrevocable, perpetual, nonexclusive license to use, reproduce, modify, publish or create derivative works from and display the entry 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, individual will sign any documentation that may be required for Sponsor or its designees to make use of the nonexclusive rights individual is granting to use the Posting. This license expressly includes a right (but not the obligation) for Sponsor to modify Submissions to remove any third party intellectual property.

If an Entrant accesses the Website on his/her mobile device to enter this Promotion, message and data rates may apply. Entrants should consult their wireless service provider regarding its pricing plans. Entrants should review their mobile device's capabilities for specific app instructions.

**3. POSTING GUIDELINES AND REQUIREMENTS:** Each Posting:

- A.** Must be in English;
- B.** Must include an image of the individual's pet;
- C.** Photographs must be in one of the following file formats: .jpg, .jpeg, .gif, .png, and/or .bmp;
- D.** Each photograph file must not exceed 5 MB;
- E.** Videos must be in one of the following file formats: .mov, .mpg, .wmv, .mp4;
- F.** Each Video file must not exceed 50 MB;
- G.** Must be entirely the original work of the individual (not copied, adapted, or reproduced from any other source and not a collaboration with any other person) and must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased (e.g., names, logos, symbols, slogans, submissions that belong to others, Submissions of other people, quotes from other people, or parodies of other people);
- H.** Must not have been submitted previously in a promotion of any kind;
- I.** No watermarks, signatures, or copyright notices may be added to any Posting;
- J.** Must have approval from any persons appearing in the Posting and the individual must be able to provide express written consent of every such person appearing in the Posting to Sponsor and/or Administrator if requested;
- K.** If the photograph or video contains an image of pet not owned by the individual, the individual must be able to provide express written consent of every pet owner whose pet appears in the Posting to Sponsor and/or Administrator if requested;
- L.** Must not disparage Sponsor, Administrator, or any other person or party affiliated with the promotion and administration of this Promotion;
- M.** Must not include personally identifiable information;
- N.** Sponsor discourages use of any logos, brand names or trademarks other than Sponsor's, which Sponsor has granted individual a limited license to use for purposes of this Promotion as set forth in Section 5 of these Official Terms and Conditions. Use of logos, brand names or trademarks may be permitted provided such brand names or logos are not prominently featured. Sponsor reserves the right to disqualify any Posting, if Sponsor believes, in its sole and absolute discretion, that there is any inappropriate use of a logo, brand name, or trademark;
- O.** Must comply with all other Posting Guidelines and Requirements and provisions of these Official Terms and Conditions;

- P. Must not contain, facilitate, reference, or use material that is dangerous, fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Q. Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
  - i. any cruelty to or mistreatment in any way of animals;
  - ii. gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
  - iii. the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
  - iv. the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- R. Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- S. Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- T. Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Posting is created or otherwise promotes any unlawful, illegal, unsafe, dangerous or reckless behavior.

**NOTE:** If any Posting fails to comply with any of these Posting Guidelines and Requirements or any other provisions of these Official Terms and Conditions, Sponsor reserves the right, in its sole discretion, to disqualify the individual and the Posting will not be eligible to win.

- 4. SPONSOR'S IP AND GENERAL POSTING TERMS:** Sponsor grants individual a limited, revocable, non-sublicensable license to use Sponsor's name, product, trademarks and logos (collectively, "Sponsor's IP") for the sole purpose of participating in this Promotion. Individuals are not permitted to make any further use of Sponsor's IP for any purpose whatsoever. In addition, individual recognize that all rights, title, and interest in Sponsor's IP shall vest exclusively to the Sponsor, and individual agrees that he or she has not and will not take any action that might harm or adversely affect such rights. No right, title, or interest in and to the Sponsor's IP except for the limited license granted to individual in these Official Terms and Conditions is transferred or created. Each individual further acknowledges and agrees that Sponsor's IP rights are valid and enforceable, and that individual shall do nothing to challenge the validity or enforceability of Sponsor's IP in any forum. individual agree that the use of Sponsor's IP is permitted only for the purpose of making a Posting in this Promotion, and that any use of Sponsor's IP (whether in the Posting or otherwise) beyond this scope infringes the rights of Sponsor and will result in irreparable harm to Sponsor.

Each individual retains ownership of his/her Posting. Each individual hereby grants to Sponsor and its affiliated companies and designated agents a non-exclusive, transferable, perpetual, irrevocable, royalty free, unconditional, fully paid license and right to post and to make, have made, use, copy, reproduce, modify, and create derivative works of any materials provided by the individual with the individual's Posting or otherwise through the Promotion ("Promotion Materials"), (b) to publicly perform or display, import, broadcast or transmit, distribute (directly and indirectly) license, offer to sell and sell, rent, lease, or lend copies of the materials (and derivative works thereof), and (c) to sublicense to third parties the foregoing rights, including

the right to sublicense to further third parties. Additionally each individual consents to the use of the name, statements, photographs, videos, voice recordings and likenesses of himself/herself and any other person appearing in the Promotion Materials for publicity purposes, as well as any other purpose associated with the Promotion.

Once a Posting is submitted into the Promotion, any such posting will be deemed made at the direction of the individual within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. EACH INDIVIDUAL REPRESENTS, UNDERSTANDS AND ACKNOWLEDGES THAT HE/SHE WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY IN EXCHANGE FOR GRANTING SPONSOR THE NON-EXCLUSIVE LICENSE RIGHTS OR FOR ANY SUBSEQUENT USE OF SUCH POSTING BY SPONSOR. If requested, individual will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights individual is granting to use the Posting.

- 5. LIMITATION OF LIABILITY:** By participating in this Promotion, individual agree that the Sponsor, independent agency administering this Promotion (“Administrator”), Carmichael Lynch, Subaru Dealers, Subaru region/field teams, and each of their respective parent and affiliate companies, and companies involved in the implementation and execution of the Promotion (the “Promotion Entities”), and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents (“Released Parties”) are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable email notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/website/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any website’s users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any Promotion-related website(s). The Released Parties shall not be responsible or liable for Submissions that are submitted by any automated computer, program, mechanism or device, for any Submissions in excess of the stated limit or for Submissions that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Terms and Conditions, and all such Submissions may, in Sponsor’s sole discretion, be disqualified.

If, for any reason, a Posting is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as a Posting in the Promotion, the individual’s sole remedy is to enter the Promotion again to receive another Posting. If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of Winners in a manner it deems fair and reasonable including the selection of the Winners from among eligible Submissions received prior to such cancellation, termination, modification or suspension.

By submitting the Promotion, each individual agrees: (i) to be bound by these Official Terms and Conditions and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Promotion, including but not limited to any Promotion-related activity or element thereof, and the individual's Submissions, participation or inability to participate in the Promotion, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, and (c) typographical or printing errors in these Official Terms and Conditions or any Promotion materials, (d) any interruptions in or postponement, cancellation or modification of the Promotion, (e) human error, (f) incorrect or inaccurate transcription, receipt or transmission of any part of any Posting (including, without limitation, the registration information or any parts thereof), (g) any technical malfunctions or unavailability of any website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an individual, (h) interruption or inability to access the Promotion, any other Promotion-related websites or any online service via the Internet due to hardware or software compatibility problems, (i) any damage to individual's (or any third person's) equipment used to access the Promotion and/or its contents related to or resulting from any part of the Promotion, (j) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (k) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged Submissions, (l) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, or (m) the negligence or willful misconduct by individual.

- 6. DISPUTES: THIS PROMOTION IS 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 THE COUNTY OF OAKLAND, 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 THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA 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 OAKLAND COUNTY, MICHIGAN. 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 ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION ACCRUED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

Further, individual hereby waive all rights, to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or

otherwise), other than for actual out-of-pocket costs; and (ii) have damages multiplied or otherwise increased. Individuals agrees that the rights and obligations of any individual and/or Promotion Entities and/or any other party shall be resolved individually, without resort to any form of class action.

- 7. PRIVACY POLICY:** Any personally identifiable information collected during an individual's participation in the Promotion will be collected by Sponsor or designee and used by Sponsor, its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Promotion as described in these Official Terms and Conditions and in accordance with Sponsor's Privacy Policy as stated at <http://www.subaru.com/company/privacy.html>.
- 8. PUBLICITY RIGHTS:** By participating in the Promotion, each individual agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his/her name, biographical information, photos, videos, and/or likeness, and statements for Promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
- 9. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each individual hereby acknowledges and agrees that the relationship between the individual and the Promotion Entities is not a confidential, fiduciary or other special relationship, and that the individual's decision to provide the individual's Posting to Sponsor for purposes of the Promotion does not place the Promotion Entities in a position that is any different from the position held by members of the general public with regard to elements of the individual's Posting. Each individual understands and acknowledges that the Promotion Entities have wide access to ideas, stories, designs and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each individual also acknowledges that many ideas, photos or videos may be competitive with, similar or identical to the Posting and/or each other in theme, idea, format or other respects. Each individual acknowledges and agrees that such individual will not be entitled to any compensation as a result of any Promotion Entity's use of any such similar or identical material. Each individual acknowledges and agrees that the Promotion Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Posting. Finally, each individual acknowledges that, with respect to any claim by individual relating to or arising out of a Promotion Entity's actual or alleged exploitation or use of any Posting or other material submitted in connection with the Promotion, the damage, if any, thereby caused to the applicable individual will not be irreparable or otherwise sufficient to entitle such individual to seek injunctive or other equitable relief and individual's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.
- 10. NO OBLIGATION TO USE:** Sponsor shall have no obligation (express or implied) to use any Posting, or to otherwise exploit any Posting or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of any Posting for any reason, with or without legal justification or excuse, and individual shall not be entitled to any damages or other relief by reason thereof.
- 11. DATES & DEADLINES/ANTICIPATED NUMBER OF INDIVIDUAL:** Because of the unique nature and scope of the Promotion, Sponsor reserves the right, in addition to those other rights

reserved herein, to modify any date(s) or deadline(s) set forth in these Official Terms and Conditions or otherwise governing the Promotion. Sponsor cannot accurately predict the number of individual who will participate in the Promotion.

**12. FURTHER DOCUMENTATION:** If Sponsor shall desire to secure additional assignments, certificates of engagement for the Posting or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Terms and Conditions, then each individual agrees to sign the same upon Sponsor's request therefor.

**13. GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Promotion, to be acting in violation of these Official Terms and Conditions or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Promotion. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Terms and Conditions or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Official Terms and Conditions will not affect the validity or enforceability of any other provision. Sponsor's and/or Administrator's interpretation of these Official Terms and Conditions is final and binding in all matters related to the Promotion. Sponsor's failure to enforce any term of these Official Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Submissions and/or materials submitted will not be returned. In the event of any conflict with any Promotion details contained in these Official Terms and Conditions and Promotion details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Terms and Conditions shall prevail.

**Sponsor:** Subaru of America, Inc., 2235 Marlton Pike West, Cherry Hill, NJ 08002.

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