

Rules

Official 2024 ACS Second Chance Cider Label Photo Contest Rules

ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. Eligibility

The 2024 ACS Second Chance Cider Label Photo Contest (the Contest) is open to legal residents of the fifty (50) United States and the District of Columbia who are at least sixteen (16) years old at the time of entry. The Contest is subject to federal, state, and local laws and regulations.

2. Sponsor

The contest is sponsored by Animal Care Sanctuary. Sponsors include New Leaf Cider Co.

3. Agreement to Official Rules

Participation in the Contest constitutes entrants' full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

4. Contest Period

The Submission Period starts at 8:00:00 AM (Eastern Time) on May 20, 2024 and ends at 11:59 PM (Eastern Time) on July 19, 2024. The Voting Period starts at 8:00:00 AM (Eastern Time) on May 20, 2024 and ends at 11:59pm PM (Eastern Time) on July 19, 2024.

The Submission Period and the Voting Period combined constitute the Contest Period. Entries that are submitted before or after the Submission Period will be disqualified.

Submissions will be accepted for the duration of the Submission Period through online submissions only.

5. How to Enter

Enter online by visiting our website (animalcaresanctuary.org/RescueBrew) and following the directions provided to complete the entry information and submit it. Submissions are accepted during the Submission Period only. A \$10 donation is requested to enter a pet in the contest. Only pictures of dogs and cats may be submitted.

The same pet can be entered into the contest multiple times, but votes will not be combined across multiple entries of the same pet. You can enter more than one pet in the contest. Any entrant with multiple pets in the image will be asked to provide an alternative image or be disqualified from the contest. Any entrant with people in the image will be asked to provide an alternative image or be disqualified from the contest.

An artist's rendering of the contest winner's image will be published on a beer can label. You must have a version of your entry saved with the following requirements to be acceptable for rendering:

- 150 dpi (300 dpi preferred)
- At least 4 inches in height or width
- Files size should be clear, clean, and in focus.
- All entered photos should meet these requirements. If you are a winner and your photo does not meet these requirements, you will be asked to supply a photo that does meet these requirements. If you are unable to supply any photo that meets these requirements, you will forfeit your prize to the next entry receiving the most votes.

6. Voting

Each \$5 donation counts as 1 vote. **We encourage you to share the contest link to family and friends and encourage them to vote for your favorite contestant's photo.** Votes may be cast during the Voting Period only.

All donations for votes are non-refundable and not tax deductible (there was a vote in exchange for the donation). Entries and donations must be made via the online contest page. Donations and photo entries for this online contest that are submitted via other means (snail mail, in-person or main website donation page) will be accepted as donations but not applied toward the contest. Contest payments online are through a secure site.

7. Judging

THE DOG AND CAT WITH THE MOST VOTES WILL AUTOMATICALLY WIN. IN THE CASE OF A TIE-BREAKER, THREE ACS and SPONSOR SELECTED JUDGES WILL CHOOSE THE WINNER.

The Contest Sponsor and ACS will appoint a judging panel to consist of one representative from ACS and two representatives of the Sponsor. The judging panel, at its sole discretion, will pick the Grand Prize-winning entry Spokesdog and Spokescat, from the finalists who have an equal amount of votes, to appear on the 2024 ACS Second Chance Cider labels. The finalists are the three entrants with the most votes of all dogs and all cats.

8. Prize Awarding

We will notify the finalists at the conclusion of the voting period on or before, July 22, 2024. If the potential winners cannot be contacted within three (3) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place from the next non-winning, eligible top vote-getter.

9. Winner Notification

The Grand Prize winners will be notified on or before July 22, 2024, and will be announced during our "Second Chance Cider" event at New Leaf on August 3, 2024. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner among the remaining eligible entries. Prizes involving the production of beer can label artwork will be fulfilled approximately 2 weeks after the conclusion of the contest.

10. Prizes

Grand Prize (There are 2 Grand Prize winners.) - The Grand Prize winner Spokedog and Spokedcat will be selected by earning the highest number of votes in the contest. The Grand Prize winners will have their entry image and pet's name featured on the cider can labels for the 2024 ACS Second Chance Cider. The Second Chance Cider is a limited small batch production by New Leaf Cider of Binghamton, NY. *The Grand Prize winners will each receive a gift basket containing Second Chance Cider, dog/cat treats, apparel and more.*

The Grand Prize Winning Dog and Grand Prize Winning Cat labels and beer will be revealed live at the launch event, at New Leaf in August 3, 2024.

11. General Conditions

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the contest and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The 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 Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

12. Release and Limitations of Liability

By participating in the Contest, entrants hereby grant Animal Care Sanctuary and New Leaf Cider Co. permission to use submitted photographs, video, or other digital media ("photo") in any and all of its promotional materials, and publications, including web-based publications, without payment or other consideration. Entrants understand that all photos become the property of Animal Care Sanctuary and New Leaf Cider Co. and will not be returned. Entrants irrevocably authorize Animal Care Sanctuary and New Leaf Cider Co. to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, entrants waive any right to inspect or approve the finished product wherein the submitted photo appears.

Additionally, the entrant waives any right to royalties or other compensation arising or related to the use of the photos.

By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest,

including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application the processing of entries application downloads or in any Contest-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, and in no event shall the Entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

13. Disputes

Except where prohibited, each entrant agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Vermont. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, the entrant's rights, and obligations, or the rights and obligations of the Sponsor in connection with the contest, shall be governed by, and construed in accordance with, the laws of New York, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Pennsylvania.

14. Privacy

Information collected from entrants is subject to Sponsor's privacy policy.

Prizes

The Grand Prize-winning dog and the Grand Prize-winning cat will have their entry image and pet's name featured on the Second Chance Cider labels for the ACS and New Leaf Cider. The cider is a limited small batch production by New Leaf's 2024 Second Chance cider, in addition to the finalist prizes. Each case of cider is valued at approximately \$XXX.

Grand Prize:

The Grand Prize winning dog and the Grand Prize winning cat that receives the most votes in the online photo contest will automatically be announced as the winner. One winning dog and one winning cat will have an artist rendering of their image appear on the new release of the 2024Second

Chance cider this Summer. The Second Chance cider is a limited small batch production by **New Leaf Cider**.

Prizes Awarding

Animal Care Sanctuary will attempt to notify the top three finalist dog families and the top three finalist cat families via telephone or email on or about July 22, 2024. If the potential winners cannot be contacted within three (3) days after the date of the first attempt to contact him/her, ACS may select an alternate potential winner in his/her place from the next non-winning, eligible top vote-getter. The dog and cat winners will be revealed at the Second Chance Cider launch event at New Leaf Cider on August 3, 2024.

Winner Notification

The Grand Prize winners will be notified on or around July 22, 2024. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner among the remaining eligible entries. Prizes involving the production of cider can label artwork will be fulfilled approximately 2 weeks after the conclusion of the contest.