

# Adopt-a-Dog Month Promotion Terms and Conditions

- 1. Eligibility:** The Adopt-a-Dog Month Promotion is open to legal residents/Animal shelters of Louisiana. Employees, officers, directors, agents, and representatives of Dudley DeBosier Injury Lawyers (“Sponsor”), and each of their respective parents, affiliates, subsidiaries, wholesalers, retailers, distributors, suppliers, advertising & promotion agencies (hereafter collectively, the “Released Parties”), and each such individual’s immediate family members (mother, father, sister, brother, child, husband, wife, and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related, are not eligible to participate or win. Void outside Louisiana and where prohibited by law. All applicable federal, state, and local laws apply.
- 2. Nomination Period:** The nomination period for this promotion will begin on 09/14/2020 and will end on 09/25/2020. The nominating will be held on social media. (“Nomination Period”)
- 3. Voting Period:** Voting begins on 10/05/2020 and ends on 10/30/2020 (“Promotion Period”).
- 4. How to Enter a Nomination:** During the Nomination Period, enter by:
  - Online: Visit [Facebook.com/DudleyDeBosier](https://www.facebook.com/DudleyDeBosier) and follow the instructions provided to complete and submit the nomination form to receive one (1) entry.
  - Entries must be received by 11:59:59 PM CT on 09/25/2020 to be eligible. For the purposes of this Promotion, a day is understood to begin at 12:00:00 AM CT and end at 11:59:59 PM CT that same day. Limit one (1) entry per person. Released Parties are not responsible for incomplete, late, garbled, lost, illegible, delayed, misdirected, or stolen entries, purchases, or text messages, failures or malfunctions of phones (including wireless phones/handsets), phone lines, cellular equipment towers, telephone systems, lost entries, text messages, or transmissions, interrupted or unavailable network, server, wireless service provider, or other connections, miscommunications, failed computer hardware or software or technical failures, garbled, misrouted, scrambled transmissions, printing, typographical, or other errors in these Official Rules, in any Promotion-related advertisements, or other materials, or other errors or problems of any kind whether computer, network, cellular, human, electronic, or otherwise relating to or in connection with this Promotion, including, without limitation, any errors or problems which may occur in connection with the administration of the Promotion, the processing of entries or text messages, or in the announcement of the prize. The use of automated or similar devices, including but not limited to

entries submitted using any bot, macro, script, or promotion service (or any other devices intended to automate any aspect of entry) to enter this promotion is prohibited and any entries made through such means are void. Mechanically reproduced entries are void. Released Parties are not responsible for any injury or damage to entrant's or any other person's wireless phone/handset/computer/device related to or resulting from participation in this Promotion. Entrants to the Promotion will be given the option to receive commercial e-mails from Dudley DeBosier; however, eligibility to participate in the Promotion is not dependent upon entrant's consent to receive such e-mails and consenting to receive such e-mails does not impact entrant's chances of winning. By entering this Promotion, entrants give their express permission to be contacted by Sponsor by telephone and/or e-mail for promotional purposes.

**5. How to Vote:** During the Promotional Period, vote by:

- Online: Visit [DudleyDeBosier.com/adoptashelter](http://DudleyDeBosier.com/adoptashelter) and follow the instructions provided to complete and submit one (1) vote per person.
- Entries must be received by 11:59:59 PM CT on 10/30/2020 to be eligible. For the purposes of this Promotion, a day is understood to begin at 12:00:00 AM CT and end at 11:59:59 PM CT that same day. Limit one (1) entry per person. Released Parties are not responsible for incomplete, late, garbled, lost, illegible, delayed, misdirected, or stolen entries, purchases, or text messages, failures or malfunctions of phones (including wireless phones/handsets), phone lines, cellular equipment towers, telephone systems, lost entries, text messages, or transmissions, interrupted or unavailable network, server, wireless service provider, or other connections, miscommunications, failed computer hardware or software or technical failures, garbled, misrouted, scrambled transmissions, printing, typographical, or other errors in these Official Rules, in any Promotion-related advertisements, or other materials, or other errors or problems of any kind whether computer, network, cellular, human, electronic, or otherwise relating to or in connection with this Promotion, including, without limitation, any errors or problems which may occur in connection with the administration of the Promotion, the processing of entries or text messages, or in the announcement of the prize. The use of automated or similar devices, including but not limited to entries submitted using any bot, macro, script, or promotion service (or any other devices intended to automate any aspect of entry) to enter this promotion is prohibited and any entries made through such means are void. Mechanically reproduced entries are void. Released Parties are not responsible for any injury or damage to entrant's or any other person's wireless phone/handset/computer/device related to or resulting from participation in this Promotion. Entrants to the Promotion will be given the option to receive commercial e-mails from Dudley DeBosier; however, eligibility to participate in the Promotion is not dependent upon entrant's consent to receive such e-mails and consenting to receive such e-mails

does not impact entrant's chances of winning. By entering this Promotion, entrants give their express permission to be contacted by Sponsor by telephone and/or e-mail for promotional purposes.

6. **Winner Selection/Odds.** Adopt-a-Dog Month Promotion shelter winner will be contacted on 11/02/2020 from all eligible votes received. The winner will be notified by e-mail and/or telephone number. If Sponsor does not hear from winner within 24 hours of notification, the sponsor reserves the right to select next in line as winner. In the event of a dispute as to the identity of any entrant, entrant will be deemed as follows: Online: Entrant will be deemed the person named on the applicable entry form. Proof (to Sponsor's satisfaction) of being the primary account holder may be required by Sponsor. The Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrants' e-mail accounts to receive e-mail messages. The Released Parties are not responsible for false, incorrect, changed, incomplete or illegible contact information. The shelter with the most votes will receive \$4,444 (Four Thousand-Four Hundred and Forty-Four dollars) to support the adoption of their dogs.
7. **Miscellaneous:** No transfer, assignment, cash redemption, or substitution of prize (or portion thereof) except by Sponsor, who reserves the right to substitute a prize(s) with one of comparable or greater value (except as otherwise provided above), at its sole discretion. Grand Prize winner may be required to execute and return an Affidavit of Eligibility, Liability Release, and (where legal) Publicity Release and any other documents required by Sponsor within five (5) days of date of notification. Non-compliance with the foregoing, with these Official Rules, or return of prize notification as non-deliverable may result in disqualification and, at Sponsor's discretion and time permitting, awarding of prize to an alternate winner. Entrants agree, by entering, that 1) Sponsor and its designees may use (unless prohibited by law), entrant's name, city and state of residence, photograph, any recording (voice, film, or video), and/or likeness for advertising, trade, and/or any other purposes in any media now or hereafter known throughout the world in perpetuity, without further compensation, permission, or notification; 2) Sponsor reserves the right to conduct a background check and entry in the Promotion constitutes entrant's permission for Sponsor to conduct such background check, provided that, to the extent additional authorization is necessary under law, entrants shall authorize such check. Sponsor reserves the right (at its sole discretion) to disqualify any entrant based on the results of the background check or failure of the entrant to properly authorize such check; and 3) the Released Parties shall have no liability and will be held harmless by entrant for any claim, action, liability, loss, injury, or damage to entrant or any other person or entity, including, without limitation, personal injury or death to entrant or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use, or misuse of the prize and any travel or travel-related activity thereto or participation in this Promotion. Sponsor reserves the right, in its sole discretion, to modify,

suspend, and/or terminate this Promotion (or portion thereof) for any reason, including should virus, bugs, non-authorized human intervention, or other causes corrupt or impair the administration, security, fairness, or proper play of the Promotion and, in the case of termination, at its discretion, select the winner from eligible non-suspect entries received prior to the event that required such termination. **CAUTION:** Any attempt to deliberately damage the website or undermine the legitimate operation of this Promotion is a violation of criminal and civil laws and should such an attempt be made; the Sponsor reserves the right to seek any and all remedies available from any such person(s) responsible for the attempt to the fullest extent permitted by law.

- **Arbitration:** Except where prohibited by law, as a condition of participating in this Promotion, entrant agrees that 1) any and all disputes and causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association (“AAA”) and held at the AAA regional office nearest the entrant; 2) the Federal Arbitration Act shall govern the interpretation, enforcement, and all proceedings at such arbitration; and 3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, or consequential damages, or any other damages, including attorneys’ fees, other than entrant’s actual out-of-pocket expenses (e.g., costs associated with participating in this Promotion), and entrant further waives all rights to have damages multiplied or increased.
  - **Choice of Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the substantive laws of the State of Louisiana, USA.
8. **Winner’s Name:** Winner will be contacted on Monday, 11/02/2020 and announced on our Facebook page on Tuesday, 11/03/2020. For the name of the winner, visit [Facebook.com/DudleyDeBosier](https://www.facebook.com/DudleyDeBosier)
9. **Sponsor:** Dudley DeBosier Injury Lawyers, 1075 Government Street, Baton Rouge, LA 70802