

# Rules of the Prize Draw “Chewy 2022”

## Article I: Organization

YUMMYPETS - SPF, registered under the number 56050049800095, registered offices at 22 rue Vital Carles 33000 Bordeaux France, is the official organiser of the competition “Chewy 2022” (Prize Draw) commencing 1 October 2022 and ending 30 November 2022. The draw of the contest will be held on 2 December 2022.

## Article II: Participation

Participation in the Prize Draw requires no purchase and is open to all persons (with the exception of employees and representatives of the organizing company, its partners, and subcontractors, as well as advisors or family members) at least 13 years of age living in the United States of America with access to an Internet connection and a valid email address (the Participant/s). Participation of a minor must be done under the responsibility and authorization of a legal representative or guardian as determined under the law of the United States of America. Participation is limited to one entry per household (same family name, same address) over the Prize Draw period. Participation is strictly nominative and the Participant may not submit an entry on behalf of another person. Proof of identity or home address may be requested at any time during the Prize Draw period. Any incomplete or illegible entry submitted after the deadline or via another means other than the one provided will be deemed null and void.

## Article III: Terms

To participate in the Prize Draw, Participants are required to create a Yummypets account or enter via logging in to their existing Yummypets account to submit an entry. All Participants must enter the Prize Draw via the page <https://play.yummypets.com/chewy2022>. The Participant will be required to identify him or her self, as well as that of their pet, through the creation of a (or signing in of an existing) Yummypets account - by providing their sex, first and last name, email, password. The Participant must accept Yummypets' terms and conditions. Upon clicking submit, the Participant will see a confirmation of entry form and thus be automatically entered into the prize draw. By entering, the Participant will be eligible to win 1 of the 25 [chewy.Com](#) eGift Card on offer - worth \$100 each.

## Article IV: Prizes

- From 1<sup>st</sup> to 25<sup>th</sup> prize : \$100 Chewy.com eGift Cards (depending on the user preference)  
Total prize draw value of \$2500

## Article V: Selecting and announcing prize winners

Winners will be chosen at random after the end of the contest - on Friday 2nd December. A total of 25 \$100 Chewy eGift Cards will be awarded to 25 people. Winners will be announced on Yummypets social media accounts, as well as by confirmation email from YUMMYPETS - SPF. Failure of the Participant to respond to the confirmation email within 7 days will render their entry void and the prize forfeited to another Participant. A new winner will then be drawn at random by YUMMYPETS - SPF. Prizes are non-exchangeable, non-transferable, and are not redeemable for cash or other prizes. YUMMYPETS - SPF retains the right to carry out an identity check of each winner and/or on their address (postal address and/or Internet). Any identity or address information provided that is found to be false will render that Participant ineligible to enter and win, and their prize will be forfeited.

## Article VI: Legal Registration

Legal registration is made via [www.reglement.net](http://www.reglement.net) to SELARL 812 - HUISSIERS, Associate bailiffs, 80, Boulevard de la Reine, 78000 Versailles. YUMMYPETS - SPF reserves the right at any time to modify or discontinue, temporarily or permanently, this Prize Draw with or without prior notice, in respect of the conditions stated, and publish said changes online. Amendments are registered with the SELARL bailiffs associated depositary of the regulations before their publication. Any

amendment will take effect the moment it is published online and all Participants, by participation in the Prize Draw, will have automatically accepted same. Any Participant who rejects an amendment must cease participation in the Prize Draw. A full copy of the Prize Draw rules are sent free of charge to any person making the request in writing, and before the Prize Draw end date, to the following address: [leo@yummypets.com](mailto:leo@yummypets.com). The full set of rules can also be viewed on the Prize Draw <https://play.yummypets.com/chewy2022>.

### **Article VII: Reimbursement of gaming expenses**

Given that in the current state of service and technology offerings, some Internet Service Providers offer free or flat-rate Internet access, it is expressly agreed that any access to the Prize Draw website made on a free or flat-rate basis (especially such as cable connection, ADSL) shall not give rise to any reimbursement, to the extent that the subscription to the provider's service is in this case entered into by the user for their use of the Internet in general and that the Participant connects to the internet to participate in the site does not cause any additional fees or charges.

### **Article VIII: Connection and use**

Participation in this Prize Draw implies knowledge and acceptance of the characteristics and limitations of the Internet, the lack of protection of certain data against possible diversions or hacking, and risks of contamination by possible viruses circulating on the network. YUMMYPETS - SPF declines any direct or indirect responsibility in case of misuse or incidents related to the use of the chosen computer, access to the Internet, maintenance or malfunction of the Prize Draw servers, the telephone line or any other technical connection, or submitting Prize Draw entries to an incorrect or incomplete address.

### **Article IX: Disputes and responsibilities**

Participation in this Prize Draw implies the full and unreserved acceptance of the rules in their entirety. If one or more provisions of these rules are declared void or inapplicable, all other clauses will retain their full force and scope. Any inaccurate or false statement, or any fraud, will result in the disqualification of the Participant. YUMMYPETS - SPF will settle, at its discretion, any dispute relating to the Prize Draw and its rules. Telephone or written requests concerning the interpretation or the application of these rules will not be answered, nor will requests regarding the mechanisms or the terms of the game, or the list of winners. Disputes must be sent by registered letter together with delivery confirmation and signature within 1 month of the results announcement being disputed. YUMMYPETS - SPF reserves the right, if the circumstances require, to shorten, prolong, modify or cancel the Prize Draw in accordance with Article VI; it can not be held liable for this. YUMMYPETS - SPF may also cancel or suspend all or part of the Prize Draw if fraudulent activity has occurred in any form whatsoever, including and with respect to technical matters in relation to Prize Draw participation. In this case, YUMMYPETS - SPF reserves the right to withhold a prize to the perpetrator or perpetrators and/or prosecute said person/s of such fraud before the relevant justice system.

This Prize Draw is hosted by the Yummypets website whose data are stored at Claranet located at 8, rue du Faubourg du Temple 75011 Paris FRANCE. Each Participant must respect the conditions of use of the Yummypets website. The Participant also acknowledges being informed of its general terms, conditions of use and privacy policy, all of which can be consulted directly on the Yummypets website. Yummypets' Head Office is located at 22 rue Vital Carles 33000 Bordeaux. YUMMYPETS - SPF assumes no responsibility for the content and use of the Yummypets website. All personal data collected during the Prize Draw are intended for YUMMYPETS - SPF only.

### **Article: X Distribution of prizes**

With acceptance of their prize, the winner authorizes YUMMYPETS - SPF to use their first and last names in any publicly promoted material relating to the Prize Draw without such use giving rise to any consideration other than the prize for a maximum duration of 1 years. YUMMYPETS - SPF can not be held responsible for delays, losses, damages, or lack of readability of the prizes during transmission due to Chewy information systems. Winners waive any claim to YUMMYPETS - SPF for any damages resulting from or caused by the acceptance and/or use of the prize.

### **Article XI: Proof agreement**

Except in the case of obvious errors, it is expressly agreed between the Participant and YUMMYPETS - SPF that the information gathered by YUMMYPETS - SPF's computer systems and files from the Prize Draw shall prevail in any dispute pertaining to the connectivity and computer processing of said information.

#### **Article XII: Law and jurisdiction**

Participants are subject to French regulations applicable to games and competitions. Any dispute that can not be resolved amicably will be submitted to the relevant court designated according to the Code of Civil Procedure.

#### **Article XIII: Data protection and freedom of information**

To participate in the Prize Draw, it is mandatory for Participants to create a new Yummypets account, or sign-in to an existing one. The personal information collected in the context of this Prize Draw is processed in accordance with the Data Protection Act No. 78-17 of January 6, 1978 (modified) and European Regulation No. 2016/679 on the protection of personal data (GDPR). By submitting the Prize Draw entry form, the Participant authorizes YUMMYPETS - SPF to collect the following personal data: first and last name, email, password and his / her favorite online petshop.

In accordance with the "Data Processing and Liberties" Act n° 78-17 of January 6th, 1978 (modified), Participants can request their personal data contained on the Yummypets website to be amended, extracted or deleted by writing to the customer services department at 22 rue Vital Carles, 33000 Bordeaux or at the following email address: [data@yummypets.com](mailto:data@yummypets.com). Information recorded by YUMMYPETS - SPF for the purposes of the competition are reserved solely for the organization's use. All personal data will be retained for a period of 12 months after which they will be deleted. YUMMYPETS - SPF undertakes not to sell, rent, assign or give access to the data to third parties without having previously received the consent of the Participant/s, unless obliged to do so for a legitimate purpose (e.g. legal obligation, dispute against fraud or abuse, exercise or defence of legal claims, etc.). In case of an unresolved complaint, directly made with YUMMYPETS - SPF, Participants can contact the CNIL (<https://www.cnil.fr/fr/plaintes>).

#### **Article XIV: Literary and artistic property rights**

In accordance with the laws governing literary and artistic property rights, the reproduction and representation of all or part of the elements that make up this Prize Draw are strictly prohibited. Brands mentioned are registered trademarks of their respective owners.