## **Bovilis Vision Vaccine Sweepstakes**

## NO PURCHASE IS NECESSARY TO ENTER OR WIN.

**1. Eligibility:** Sweepstakes (the "Sweepstakes") is open only to those who enter the sweepstakes by completing the entry form and who are twenty-one (21) years of age as of the date of entry. The Sweepstakes is only open to legal residents of one of the 50 United States or the District of Columbia and is void where prohibited by law. Employees of Merck Animal Health (the "Sponsor") its affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

**2. Agreement to Rules:** By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of the Sponsor, as final and binding as it relates to the content.

**3. Sweepstakes Period:** Entries will only be accepted via program website starting on or about January 1<sup>st</sup> 2023 and ending December 31<sup>st</sup> 2023.

**4. How to Enter:** The Sweepstakes must be entered by submitting an entry using the sweepstakes website. The first step is to opt into Merck communication to enter the sweepstakes for one entry. Each additional bottle of Bovilis Vision branded vaccines you purchase and submit an invoice for on the sweepstakes website will give you that many additional entries into the sweepstakes. The entry must fulfill all sweepstakes requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the Sponsor. You may enter only once per opt-in and then enter additional times per bottle of Vision branded vaccines purchased during the sweepstakes time period, and you must fill in the information requested. You may not enter more times than indicated by using multiple email addresses or identities.

**5. Prizes:** Winner(s) (Twelve Total Winners) will receive one (1) prize of a Custom Greeley Cowboy Hat and a custom carrier credit at Greeley Hat Company in Greeley Colorado case valued at approximately \$1400. Actual/appraised value may differ at time of prize award. No cash or other prize substitution permitted except at Sponsor's discretion. The prize is nontransferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. [An IRS Form 1099 will be issued in each winner's name where indicated]. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for the Sponsor to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

**7. Winner selection and notification:** Winners of the Sweepstakes will be selected in a random drawing under the supervision of the Sponsor. Winners will be notified via email to the email address they entered on the Sweepstakes entry form. The Sponsor shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If



the selected winner cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited, and an alternate winner selected.

The receipt by winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Rights Granted by you:** By entering this content you understand that the Sponsor, anyone acting on behalf of the Sponsor, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the world, your entry, including, without limitation, the entry and winner's name as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

**9. Terms:** The Sponsor reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes at any time.

**10. Limitation of Liability:** By entering you agree to release and hold harmless the Sponsor and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant's participation in the sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof.

**11. Disputes:** THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF NEW JERSEY, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes which cannot be resolved between the parties and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New Jersey having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

**12. Privacy Policy**: Information submitted with an entry is subject to the Privacy Policy stated on the Sponsor's Web Site. To read the Privacy Policy visit: <u>https://www.msdprivacy.com/us/en/index.html</u>

**13**. **Winners List:** To obtain a copy of the winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to2 Giralda Farms, Madison, NJ 07940. Vermont residents may omit return postage.

**14. Sponsor**: The Sponsor of the Sweepstakes is Merck Animal Health, 2 Giralda Farms, Madison, NJ 07940.

