



## OFFICIAL RULES

On January 1, 2021, the MSPCA-Angell (the “MSPCA”) will make available to eligible participants the opportunity to participate in the 2021 Fast and Furriest Virtual Fitness Challenge (the “Event”) to be held from January 1, 2021 to May 31, 2021. Participants who visit the URL for the Event and supply all requested information in a complete and accurate fashion AND raise \$1,000 for the MSPCA between January 1, 2021 and May 31, 2021 (the “Fundraising Period”) will receive one (1) entry into a drawing for a chance to win the prize described below. Participants will receive additional entries for every \$250 raised above \$1,000 during the Fundraising Period according to the **Sweepstakes Entries List** attached as **Exhibit A** in these Official Rules. Maximum of one hundred (100) entries per person.

The drawing will be held at 350 South Huntington Avenue, Boston, Massachusetts 02130 on June 1, 2021 at 12:00pm EDT. The Vice President for Development, or her/his designee, shall be responsible for drawing at random the name of one (1) potential winner.

The potential winner will be notified by phone, mail, and/or email. If a potential winner cannot be reached after ten (10) days from the first notification attempt, or if a participant is found to be ineligible, or if the notification is returned or undeliverable, or if a participant declines “winner” status, that participant will forfeit all rights as the winner, and an alternate winner will be selected. In the event the alternate winner declines the prize, that participant will forfeit all rights as the winner, and the prize may be designated for another MSPCA fundraising Event.

In order to be eligible to participate in the drawing, a participant must, as of the date of entry: (i) be eighteen (18) years of age or older and (ii) be a legal resident of one of the fifty (50) United States or the District of Columbia. Directors, officers and employees of the MSPCA, and persons otherwise affiliated with the MSPCA, are not eligible to win the prize; this includes immediate family members of any of the aforementioned groups. The term “immediate family” includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as “in-laws,” or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related. For the avoidance of doubt, members of the Board of Directors, the Senior Leadership Team, the Event Planning team, and all other employees of the MSPCA are not eligible to win the prize. Ordinary external volunteers of the MSPCA, including Advisory Council Members, and their family members shall be eligible to win the prize.

NO PURCHASE OR DONATION NECESSARY TO ENTER. Void where prohibited. Maximum of one hundred (100) entries per person. The odds of winning depend on the number of valid entries received. Please contact Allie Feiner, Assistant Director of Special Events at the MSPCA at 350 South Huntington Avenue, Boston, Massachusetts 02130 at (617) 541-5043 or via email at [afeiner@mspca.org](mailto:afeiner@mspca.org) to request an entry form (the "Entry Form") if you would like to be entered into the drawing without registering for the Event, participating in the Event, raising funds for the MSPCA, making a donation to the MSPCA, or making a purchase of any kind. Participants who submit a drawing ticket or Entry Form will be entered into a drawing for a chance to win: (i) one (1) original Peloton Bike+ (Plus) including a one-year limited warranty and (ii) in-home delivery and assembly or threshold delivery, if applicable, within Peloton's delivery area (together, the "Prize"). Prize has a fair market value of one thousand, eight hundred ninety-five dollars (\$1,895).

In no event will the MSPCA be obligated to award more than the prize specifically listed in these Official Rules. Prize does not include Peloton accessories, a Peloton subscription, the Peloton Bike, Peloton Tread, the Peloton Tread+ (Plus), or any other Peloton model(s). Winner must live in an area serviced by Peloton Delivery. The Prize will be delivered via Peloton using a traceable method. Delivery times may be longer than normal. Peloton may not be able to deliver Prize to winner's room of choice, depending on location. The Prize may be heavy; it is recommended that two (2) or more people be used to move it. Winner responsible for scheduling. Winner responsible for Prize activation; a valid email address may be required. Winner may be required to provide Peloton with a payment method (such as a credit, charge or debit card number) to subscribe to Peloton. All costs, taxes, expenses and fees associated with any element of the Prize not specifically addressed in these Official Rules are the sole responsibility of the winner. All entries must be complete and filed in accordance with these Official Rules to be eligible. Any participant who enters in any other manner will be declared ineligible. Deadline to enter is May 31, 2021 at 11:59pm EDT. Entries will be accepted on a rolling basis until the MSPCA pauses or closes the submission process.

Prize is non-transferrable, non-refundable, non-negotiable, not redeemable for cash or for re-sale, and no substitution will be allowed. Prize will not be replaced if lost or stolen. The MSPCA may, in its sole discretion, disqualify any participant who is suspected of impropriety or who fails to comply with these Official Rules. Other restrictions may apply. Should the Prize become unavailable to the MSPCA for any reason, the MSPCA reserves the right to substitute an item of equal or lesser/greater value. The winner may be required to sign an affidavit of eligibility, a receipt, a certificate of intent, and/or a waiver form provided by the MSPCA, prior to receipt of the Prize. If a winner fails to return any of these within ten (10) days following such a request, the MSPCA reserves the right to void that winner's entry and to select an alternate winner.

Any valuation of the Prize stated above is based on available information provided to the MSPCA, and the value of any Prize awarded to a winner may be reported for tax purposes as required by law. The winner is solely responsible for reporting and paying

any and all applicable taxes related to the Prize and for paying any expenses associated with a prize which is not specifically provided for in these Official Rules. The winner must provide the MSPCA with valid identification and a valid taxpayer identification number or social security number before the prize will be awarded. Any person winning over \$600 in prizes from the MSPCA will receive an IRS Form 1099 shortly following the end of the calendar year and a copy of such form will be filed with the IRS. Any person winning over \$5,000 or more in prizes from the MSPCA must pay the applicable taxes to the MSPCA before any prize will be awarded, per IRS regulations.

To the extent permitted by law, winner's acceptance of the Prize constitutes irrevocable consent for the MSPCA to use the participant's name, photograph, post, and/or likeness in any promotional activities connected with the Event or other promotional activities without limitation, review, approval or further compensation. Participants must release, indemnify, hold harmless and discharge the MSPCA and its subsidiaries and affiliates from all liability arising out of participation in the Event, the drawing, and from receipt and use of the Prize.

By participating in the drawing described above, participants agree to abide by all terms of these Official Rules and all decisions of the MSPCA, made in its sole discretion, which decisions shall be final. The MSPCA will interpret these Official Rules and will resolve any disputes, conflicting claims or ambiguities concerning the rules or the drawing, and the MSPCA's decisions concerning such disputes shall be final.

All participants, their heirs, executors and administrators, waive, release and forever discharge the MSPCA, all sponsoring entities, their respective trustees, directors, officers, employees, and agents, from all claims of liability, damages and rights of action whatever nature or description, in equity or at law, present and future, that may arise out of or relate to participation in the drawing, including the use of any prize.

The MSPCA is not responsible for lost or stolen prizes, incorrect or inaccurate transcription of entry information, for any human error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, theft or destruction or unauthorized access to, or alteration of, entries, for line failures or other failures of any telephone network, server, providers, computer equipment, software or any combination thereof, for inability to access any web site or online service or any other error or malfunction, or for late, lost, illegible, misdirected or incomplete entries which may limit a participant's ability to participate in the drawing. The MSPCA is not responsible for technical, hardware or software failures of any kind, lost or unavailable network connections or failed, incomplete, garbled or delayed transmissions. If, for any reason, the drawing is not capable of running as planned, including infection by computer virus, bug, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the MSPCA, which threaten or corrupt or adversely affect the administration, security, fairness, integrity, or proper conduct of the drawing, the MSPCA reserves the right, in its sole discretion, to cancel, terminate or suspend the drawing. CAUTION: ANY ATTEMPT BY A PARTICIPANT TO

DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE DRAWING MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATEMPT BE MADE, THE MSPCA WILL DISQUALIFY SUCH PARTICIPANT AND RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.

The drawing is governed by the laws of the Commonwealth of Massachusetts. By participating in the drawing, each participant consents to the exclusive jurisdiction of the courts located in Suffolk County, Massachusetts, for resolution of all disputes.

The identify of the winner may be obtained by sending a self-addressed, stamped envelope to Allie Feiner, Assistant Director of Special Events at the MPSCA at 350 South Huntington Avenue, Boston, Massachusetts 02130 after the winner is announced.

The MSPCA is the sponsor of this Contest. The MSPCA is located at 350 South Huntington Avenue, Boston, Massachusetts 02130.

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**EXHIBIT A**  
**SWEEPSTAKES ENTRIES LIST**

Amount Raised	# of Entries
\$ 1,000	1
\$ 1,250	2
\$ 1,500	3
\$ 1,750	4
\$ 2,000	6
\$ 2,250	7
\$ 2,500	8
\$ 2,750	9
\$ 3,000	12
\$ 3,250	13
\$ 3,500	14
\$ 3,750	15
\$ 4,000	19
\$ 4,250	20
\$ 4,500	21
\$ 4,750	22
\$ 5,000	27
\$ 5,250	28
\$ 5,500	29
\$ 5,750	30
\$ 6,000	36
\$ 6,250	37
\$ 6,500	38
\$ 6,750	39
\$ 7,000	46

**EXHIBIT A (CONTINUED)**  
**SWEEPSTAKES ENTRIES LIST**

Amount Raised	# of Entries
\$ 7,250	47
\$ 7,500	48
\$ 7,750	49
\$ 8,000	57
\$ 8,250	58
\$ 8,500	59
\$ 8,750	60
\$ 9,000	69
\$ 9,250	70
\$ 9,500	71
\$ 9,750	72
\$ 10,000	100

Maximum of one hundred (100) entries per person.