

# Subaru Gear Dog Photo Contest

## Contest Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN CONTEST.**

**Eligibility:** Subaru Gear Dog Photo Contest (“Contest”) is open only to legal residents of the 50 United States and District of Columbia who are 18 years of age or older and own a Subaru vehicle and a registered, licensed, vaccinated and healthy pet dog prior to December 22, 2011 (each, an “Entrant”). Entrants must have a valid U.S. Social Security Number and/or a valid U.S. personal tax identification number. Entrant’s dog must have proof of registration and valid veterinary paperwork and Entrant must have the legal right and ability to give broad permission for Subaru of America, Inc., to use the photo of his/her dog and/or must have secured, prior to entry, the written permission of any person and/or dog owner other than Entrant in order to grant the rights set forth herein. Employees of Subaru of America, Inc. (“Sponsor”), and its parent, affiliates, dealerships, subsidiaries, advertising and promotion agencies, and their immediate families (spouse and parents, siblings and children and their respective spouses, regardless of where they reside) and household members, whether or not related, are not eligible. All applicable federal, state, local and municipal laws and regulations apply. Void where prohibited.

**How to Enter:** Limit one entry per person/email address/household. In addition, any dog can only be entered one (1) time. Multiple entries received from a person/email address/household will void all but the first entry.

Prior to submitting your entry, please note the following:

- a. Photo should depict the dog(s) in a manner consistent with the Subaru brand and lifestyle.
- b. Photos of deceased pets are ineligible. Though Sponsor sympathizes with the loss of a pet, the winning Entrant must have his/her dog available for a future Subaru Gear photo shoot. In the case of a winning dog dying or becoming ill or incapacitated prior to the Subaru Gear photo shoot, Entrant will notify Sponsor immediately and Sponsor reserves the right to choose another eligible Entrant.
- c. If determined to be the winner, Entrant must be willing and able to allow a production crew to film and/or photograph his/her dog at a future Subaru Gear photo shoot located within 50 miles of the Entrant’s residence that depicts the dog(s) in a manner consistent with the Subaru brand and lifestyle.
- d. If determined to be a winner, Entrant must be willing to travel up to 50 miles with the dog(s) featured in his/her submitted photo to attend a Subaru Gear photo shoot experience.
- e. If determined to be a winner, Entrant must be willing to grant the rights set forth herein, including, but not limited to, granting Sponsor the right to produce a replica dog toy of his/her dog that will be featured and sold on [www.subaru.com/gear](http://www.subaru.com/gear).

Between December 21, 2011 at 4:00 PM Central Time (“CT”) and January 26, 2012 at 4:00 PM CT (“Contest Period”), to enter, Entrants must visit [www.subaru.com/gear](http://www.subaru.com/gear) and follow the directions provided to complete and submit the entry form and one (1) photo of their dog(s) in or near their Subaru vehicle. Photo must be submitted in .jpg or .gif formats and cannot exceed 2MB in size.

All entries become the property of Sponsor and will not be returned. Entries generated by a script, macro, or other automated means or by any means which subvert the entry process will be disqualified. Entries that are incomplete, garbled, corrupted, delayed, misdirected, inaccurate, stolen, lost or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. If there is a dispute as to the identity of an Entrant who made a potentially winning entry, Sponsor will deem that the entry was made by an

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authorized account holder of the email address indicated in the entry and he/she must comply with these Official Rules. The authorized account holder is defined as the person to whom the email address is assigned by an Internet Service provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address.

### Entry Requirements:

Entry may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- depicts or encourages cruelty to animals;
- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- appears to duplicate any other submitted entries;
- defames, misrepresents or contains disparaging remarks about Sponsor, its products or services or other people or companies;
- contains an automotive manufacturer other than Subaru;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others (with the exception of Sponsor), without permission, to the extent permission is necessary; contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission, to the extent permission is necessary;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
- violates any law.

Entry must be the original work of the Entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the entry contains any material or elements that are not owned by the Entrant, and/or which are subject to the rights of third parties, the Entrant is responsible for obtaining, prior to submission of the entry, any and all releases and consents necessary to permit the use and exhibition of the entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any Entrant at any time. Failure to provide such proof may, if requested, render entry null and void. By submitting an entry, Entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Entry consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

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By submitting an entry, Entrant represents that his/her entry conforms to these Official Rules and that Sponsor, in its sole discretion, may disqualify any entry for any reason, including if it determines, in its sole discretion, that entry fails to conform to these Official Rules in any way or otherwise contains unacceptable content as determined by Sponsor, in its sole discretion.

By submitting an entry, Entrant hereby grants permission for the entry to be posted on the Sponsor's website or social media pages. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of entries by third parties. Released Parties do not guarantee the posting of any entry and can take down an entry for any reason at any time. Entrants agree that they will not use the entry for any other purpose during the duration of the Contest Period, including, without limitation, posting the entry to any online social networks, without the express consent of Sponsor in each instance.

**Use of Entries:** By submitting an entry, each Entrant grants Sponsor an irrevocable, perpetual, worldwide, unlimited, royalty-free, fully paid-up license to the Entry submitted (including all rights embodied therein) and understands that Sponsor and its designees may exploit, edit, modify, post, distribute and create derivative works of the entry and all elements of such entry, including, without limitation, the names and likenesses of any persons or animals embodied therein, in any and all media now known or hereafter devised, without compensation, permission or notification to entrant or any third party, for any purpose, including, without limitation, commercial or other purposes.

**Publicity Grant:** Except where prohibited by law or Sponsor's privacy policies, entry constitutes permission for Sponsor and its designees to use Entrant's name, city, state, likeness, image, dog image, and/or voice for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, in any manner, throughout the world in perpetuity, without additional compensation, notification, permission, or approval.

**Privacy:** Any personal information supplied online by Entrant to Sponsor will be subject to Sponsor's privacy policies posted at [www.subaru.com](http://www.subaru.com). Entrant will have the opportunity to receive information by checking the boxes on the submission form. If at any time Entrant no longer wishes to receive materials from Sponsor, Entrant can go to the Sponsor's privacy policy and follow the procedures indicated.

**Winner Selection and Criteria:** Sponsor will select one (1) grand prize winner and two (2) runners-up among all eligible entries received based on the following criteria, all weighted equally: (i) marketability/universal appeal, (ii) representative of Subaru brand and lifestyle and (iii) originality of photo. In the event of a tie, a tie-breaking judge will determine the winner(s) from among all tied entries using the judging criteria set forth herein. Sponsor reserves the right to not award all prizes if, in its sole discretion, if it does not receive a sufficient number of eligible and qualified entries. Decisions by Sponsor are final and binding in all matters.

**Winner Notification:** Potential winners will be notified via email within 15 days after the end of the Contest and provided with complete details of his/her prize. Each potential winner must meet eligibility requirements, be able to fulfill all requirements imposed on winners set forth herein and otherwise comply with these Official Rules.

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Potential winners may be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by Sponsor, which must be returned within seven (7) days of date appearing on prize notification. If a potential winner does not respond to the initial notification as directed within two (2) days of date sent, does not return all required documents within the specified time period, cannot be reached, if he/she is found to be ineligible, if he/she cannot or does not comply with these Official Rules, and/or if his/her prize notification is returned as undeliverable, such potential winner will be disqualified and, time permitting, an alternate potential winner may be selected. If a potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to require his/her parent or legal guardian to also sign any required documents.

### Prizes and Approximate Retail Value ("ARV"):

**Grand Prize (1):** Winner will receive a Subaru Gear prize pack (valued at \$500), which may include: Subaru branded apparel, bags, drinkware, outdoor/recreational equipment and the opportunity for winner's dog(s) to participate in a Subaru Gear photo shoot experience ("Photo Shoot"). Prize also includes the production of a dog toy that is a replica of the winning dog ("Replica Dog Toy"). If Entrant has more than one dog that was featured in the winning photo, only one dog chosen by Sponsor will be featured as the replica dog toy. Winner will receive 10 complimentary replica dog toys once dog toy is fully produced. All details of Photo Shoot, including, without limitation, exact location, date and duration, will be determined by Sponsor. For the avoidance of doubt, winner understands that he/she will not participate in the Photo Shoot but must accompany his/her dog at all times. In addition to the photographs taken by the photographer during the Photo Shoot, the Photo Shoot itself may be photographed, filmed or otherwise recorded by Sponsor (collectively, "Photo Shoot Materials") and Sponsor shall own all Photo Shoot Materials. Winner understands that Sponsor and its designees will have the right, but not the obligation, to exploit, edit, modify, post, distribute and create derivative works and otherwise use of the Photo Shoot Materials and all elements of such Photo Shoot Materials, including, without limitation, the names and likenesses of any persons or animals embodied therein, in any and all media now known or hereafter devised, without compensation, permission or notification to entrant or any third party, for any purpose, including, without limitation, commercial or other purposes (including, without limitation, to create the Replica Dog Toy which may be sold on Sponsor's website). If Sponsor decides, for whatever reason, that it cannot produce the Replica Dog Toy, no compensation or substitution will be provided; however, remainder of prize package will be awarded and Sponsor will have no further obligation to the winner.

**Runner-Up Prize (2):** Each winner will receive a Subaru prize pack (valued at \$100), which may include: Subaru branded apparel, bags, drinkware, outdoor/recreational equipment. Total ARV of all prizes: \$700. No substitution, cash redemption or transfer of prizes by winners is permitted. Sponsor reserves the right to substitute a prize (or portion thereof) of comparable or greater value, at its sole discretion. Winners are responsible for any taxes required by local, state or federal law, and any costs and expenses or fees associated with acceptance or use of a prize not specified herein as being provided. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. Limit one (1) prize per person/household.

**General Rules:** Participation constitutes Entrant's full and unconditional agreement to and acceptance of these Official Rules and decisions of Sponsor which are final and binding. By entering the Contest, each Entrant agrees for Entrant and for Entrant's heirs, executors, and administrators (a) to release, discharge, indemnify and hold harmless Sponsor, its parent, affiliates, dealerships, subsidiaries, advertising and promotion agencies, and each of their respective officers, directors, employees, independent contractors, shareholders, representatives, and agents

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(collectively, "Released Parties") from and against any claims, damages or liability due to any illness, injuries, damages or losses to any person or pet(s) (including death) or property of any kind resulting in whole or in part, directly or indirectly, whether caused by negligence or not, from such Entrant's participation in the Contest or any Contest-related activity and/or his/her acceptance, possession, use, misuse, or inability to use a prize; and (b) to indemnify Released Parties from any and all claims or liability resulting or arising from Entrant's participation in the Contest or the rights granted hereunder. Failure to comply with these conditions may result in disqualification from the Contest, at Sponsor's sole discretion.

Sponsor reserves the right to cancel, suspend, or modify the Contest should any computer virus, malfunction, or other cause corrupt the administration, security, or proper operation thereof. In the event of such cancellation, suspension, or modification, prizes may be awarded using the judging procedure outlined above from among all eligible, non-suspect entries received prior to the event requiring cancellation, suspension, or modification. Released Parties assume no responsibility for any injury or damage to Entrant's or to any other person's computer and/or telephone relating to or resulting from entering or downloading materials or software in connection with the Contest. Released Parties are not responsible for telecommunications, network, electronic, technical, mobile telephone service, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional, marketing, or prize notification or fulfillment materials or in these Official Rules; for any human or electronic error; or for entries that are lost, stolen, misdirected, delayed, late, damaged or returned. ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST OR OPERATION THEREOF IS UNLAWFUL AND SUBJECT TO LEGAL ACTION BY SPONSOR, WHO MAY SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT PERMITTED BY LAW. Notice of cancellation, suspension, or modification will be posted on the website. The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, volcanic eruption, terrorism, act of public enemies, actions of governmental authorities (excepting compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of these Official Rules. Sponsor may prohibit any Entrant or potential Entrant from participating in the Contest (and void all associated entries), if such Entrant or potential Entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other Entrant, Sponsor, or Sponsor's agents or representatives; or behaves in any other disruptive manner (as determined by Sponsor in its sole discretion).

**Winners List:** To request a list of the winners, send a self-addressed, stamped envelope, to be received by February 3, 2012, to: Subaru Gear Dog Photo Contest Winners List Request, c/o Subaru of America, Inc., P.O. Box 6000, Cherry Hill, NJ 08034-6000. Winners List requests will only be accepted after the promotion end date.

**Sponsor:** Subaru of America, Inc., 2235 Route 70 West, Cherry Hill, NJ 08034-6000

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