

GUIDEPOSTS & THE *INSPIRING "TAILS" CONTEST* **OFFICIAL RULES**

1. **DESCRIPTION OF THE CONTEST:** The *Inspiring "Tails"* Contest (the "**Contest**") is sponsored by Guideposts and IAMS ("**Sponsors**"). The Contest provides entrants with the opportunity to submit their short tale (500 words or less) on how their beloved adopted pet positively impacted and inspired their life, and if selected as a winning submission, receive the "Prize Package" described below. Contest submissions will be accepted electronically beginning on July 20, 2009 and the submission period is scheduled to end at 12:00 p.m. EST on October 30, 2009 (the "**Submission Period**"). By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsors, which shall be final and binding in all respects. In the event there is any discrepancy or inconsistency between disclosures or other statements contained in any Contest materials and the terms and conditions of these Official Rules, these Official Rules shall prevail and govern.

2. **ELIGIBILITY:** The Contest is open only to those legal residents and citizens of the United States (the "**Territory**") who are at least 18 years of age or older at the time of entry. Directors, trustees, officers and employees of Sponsors and persons who are immediate family members of any such directors, trustees, officers and employees (collectively "**Promotion Entities**") are not eligible to enter or win. The Contest is void where restricted or prohibited by law. Sponsor reserves the right to verify eligibility at any time.

3. **HOW TO ENTER:** To participate in the Contest, each entrant must visit the Guideposts Inspired Offers website (www.guideposts.com/inspired-offers) (the "**Website**") and submit their information (full name, address, email address and daytime phone number) along with the story and pet photo to the email address found there. To submit an entry by mail, please submit your full name, address, email address and daytime phone number to: Guideposts, Advertising Marketing Department c/o The *Inspiring "Tails"* Contest, 39 Seminary Hill Road, Carmel, NY 10512. All mailed entries must be received by the end of the Submission Period to be considered. There is no cost associated with registration.

4. **SUBMISSION REQUIREMENTS:**

ONLY ONE ENTRY PER PERSON AND/OR EMAIL ADDRESS DURING THE PROMOTIONAL PERIOD, REGARDLESS OF THE METHOD OF ENTRY.

5. **WINNER SELECTION:** The final selection of the Contest winners will be made by the Guideposts staff. Guideposts will select the winner(s). The determination of the Winning Entrants is scheduled to occur on or about November 2, 2009. Prizes will be sent to the address provided at the time of entry. Each entrant is responsible for updating his or her contact information in the event it changes. There will be no appeal of the judges' decision. Any disputes as to the entrant's identity will be determined in Guideposts' sole discretion. Entrant must respond within 24 hours of being notified as a winner, otherwise selection of another entrant can be made by Guideposts.

6. **PRIZE PACKAGE:** The Promotion Entities shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason. If a selected winner cannot be contacted, is ineligible, declines or fails to claim a prize, and/or fails to return any Affidavit of Eligibility and/or Publicity Release (if required) or Assignment Agreement within the applicable time period, Sponsor may

elect to disqualify the selected winner, who will then forfeit his or her right to receive the Prize Package. Subject to the satisfaction of the foregoing, the Grand Prize Winning Contestant will be awarded a prize package (the “**Prize Package**”) consisting of “A \$500 American Express Gift Card and Pet Gift Basket” (ARV \$650); the three runners up Winning Contestants will be awarded a prize package (the “**Prize Package**”) consisting of a Pet Gift Basket (ARV \$150). Prizes will be delivered only to an address in the Territory. No substitutions or transfer of prizes permitted, except Sponsor reserves the right to substitute cash or a prize of equal or greater value should any of the advertised prizes become unavailable.

7. **PUBLICITY RELEASE/LICENSE TO USE:** By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between Sponsors and any entrant in or winner of the Contest, each entrant irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such entrant's name, user name, pet name, pet photo, likeness and biographical information in any and all media for any purpose, including without limitation advertising and promotional purposes, as well as in, on or in connection with the Website or the Contest or other promotions conducted by the Promotion Entities, and each entrant hereby releases the Promotion Entities from any liability with respect thereto.
8. **LIMITATIONS OF LIABILITY:** Sponsors assume no responsibility or liability for the following: (a) lost, late, misdirected, illegible, or mutilated entries or for any computer, online, telephone or technical malfunctions that may occur; (b) any incorrect or inaccurate information, whether caused by website users, any of the equipment or programming associated with or utilized in the Contest, or any technical or human error which may occur in the processing of submissions in the Contest; (c) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; (d) any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing; (e) any injury or damage to participants or to any computer related to or resulting from participating or downloading materials in this Contest; or (f) any use, misuse or inability to use the prize awarded, which use shall be subject solely to the terms of any warranty offered by the manufacturer of such prize. If, for any reason, the Contest is not capable of running as planned, including because of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, force majeure, or any other cause beyond the control of Sponsor which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and select winners from among all eligible, non-suspect entries received prior to the cancellation (if any).
9. **PRIVACY:** By entering the Contest, you agree to Sponsors' use of your personal information in accordance with online privacy restrictions.
10. **GOVERNING LAW.** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF THE CONTESTANTS OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

11. INVALIDITY/HEADINGS: The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.
12. WINNERS LIST: After the end of the Contest, the name of the Winning Entrants will be available. Send a self-addressed, stamped envelope to: Guideposts, Advertising Marketing Department c /o The *Inspiring "Tails"* Contest, 39 Seminary Hill Road, Carmel, NY 10512.. Vermont residents may omit return postage on Winners list requests. Requests received after January 31, 2009 will not be honored.
13. OFFICIAL RULES: For a copy of the Official Rules, print this web page or send a self-addressed, stamped envelope to: Guideposts, Advertising Marketing Department c /o The *Inspiring "Tails"* Contest, 39 Seminary Hill Road, Carmel, NY 10512.. Vermont residents may omit return postage on Official Rules requests. Requests received after October 30, 2009 will not be honored.
14. SPONSORS: Guideposts, 39 Seminary Hill Road, Carmel, NY 10512
15. DISCLAIMER: The trademarks associated with the prizes awarded under this Contest are registered or unregistered trademarks of their owners, who are not affiliated with and have not endorsed this Contest. Certain prizes awarded under this Contest may be subject to restrictions and licenses from their manufacturers and may require additional hardware, software, service, or maintenance to use. The prize winner shall bear all responsibility for use of such prize in compliance with the terms and conditions imposed by the manufacturer, and any additional costs associated with its use, service, or maintenance.