

## **BARK “Age of the Furaoh” Contest Official Rules**

CURRENT BARKBOX SUBSCRIPTION REQUIRED TO ENTER. INTERNET ACCESS AND A VALID EMAIL ARE REQUIRED TO ENTER. Void where prohibited or restricted by law.

**ELIGIBILITY:** The BARK “Age of the Furaoh” Contest (referred to as the “Promotion”) is offered in the 50 United States including D.C. (“U.S.”), to parents or adult legal guardians (“parents”) who are 21 or older at time of entry of a child 17 or younger. Employees, officers and directors of Barkbox, Inc. (“Sponsor”), its parent, subsidiary and affiliated companies, advertising and promotion agencies and any other individuals or entities who are engaged directly or indirectly in the development of, the production, distribution or review of materials for, or the administration, execution or implementation of this Promotion (collectively the “Promotion Entities”) and persons in the immediate family of such individuals (spouse, parent, child, sibling and their respective spouses, and foster and step-relations) regardless of where they reside, or those living in their same household (whether or not related) as any person in any of the preceding categories are not eligible to enter.

**PROMOTION PERIOD:** Promotion starts on or about 12:00 am Eastern Time (“ET”) on or about May 14, 2018 and ends at 11:59 pm ET on May 29, 2018 (“Promotion Period”). All time referenced herein is Eastern Time. Entrants are solely responsible for determining the correct time zone in their respective jurisdictions; Promotion Entities disclaim all liability or responsibility relating thereto. Sponsor’s server/computer is the official time keeping device for the Promotion.

**AGREEMENT BY ENTRANT:** All Entries and participation in this Promotion shall be governed by these Official Rules, the BARK and (incorporated herein by reference). By participating in the Promotion, each entrant fully and unconditionally agrees to be bound to and accepts these Official Rules, Terms of Use and Privacy Policy, and any additional terms and conditions specific to the Promotion communicated by Sponsor. By participating, Entrants further agree to be bound to the decisions of the Sponsor (and its authorized representatives) which are final and binding in all matters. By submitting an Entry, entrants agree to be contacted by Sponsor with notices and reminders pertaining to the Promotion.

**ARBITRATION NOTICE: BY ENTERING, YOU AGREE THAT DISPUTES BETWEEN YOU AND ANY PROMOTION ENTITY WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. See Disputes/Arbitration provision.**

*This Promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram or any other social media platform used to advertise, promote or facilitate entry into this Promotion (collectively “Social Media Platforms”). You understand that you are providing your information to*

Sponsor and not to any Social Media Platform. The information you provide will be used as stated herein, and for purpose of this Promotion, in accordance with Sponsor's privacy policy at <https://barkbox.com/privacy-policy>.

HOW TO ENTER: Before entering the Promotion, your account must be set to PUBLIC and the applicable photos/video "Private" option in your social media account settings must be set to "OFF".

**Entrants (who must be the parents or adult legal guardian of ANY and ALL children depicted in the Entry) must complete and submit all the required steps below:**

(i) Email [unboxings@barkbox.com](mailto:unboxings@barkbox.com) with the video file as an attachment OR link to the video.

(ii) Tag @Barkbox and use the hashtag #BarkBoxUnboxing in each post of the Entry

(collectively an "Entry").

Failure to strictly comply with these specific requirements will result in immediate disqualification and such Entry will not be considered.

Contest Items (collectively, an "Entry"):

- Record a video no longer than 5 minutes of your unboxing experience with your dog unboxing May's BarkBox together ("video"),

- Parents submit the video via EMAIL only to [unboxings@barkbox.com](mailto:unboxings@barkbox.com) with the video file as an attachment OR the video file in a link.

Limit one (1) Entry per person, regardless of entry method used. Failure to follow all steps and submit all Items will void Entry. Entry must either depict entrant's dog or a dog on whose behalf entrant has consent to submit the Entry and/or accept a prize, if applicable. Videos may not be longer than 5 minutes (as determined by Sponsor). Videos and all content submitted in the Promotion must comply herewith, and with BARK Terms of BARK Privacy Policy. Sponsor or its affiliates is the sole and exclusive owner of all right, title and interest in and to any and all logos, brand names, characters and slogans relating to BARK, and any of the Bark brands and products, along with all goodwill associated therewith. In addition to all other restrictions and conditions stated or incorporated elsewhere herein, Entries may only be submitted by the parent/adult legal guardian of their OWN minor child(ren) depicted in the Video who MUST be 17 or younger, and Entries must NOT appear to condone, promote, contain or depict in any manner illegal, dangerous, harmful, offensive, cruel, unsafe, demeaning, or any other improper or unsuitable activities or else will be subject to disqualification.

ENTRY SPECIFICS: Entries must be complete, compliant, submitted via the email or Social Media Platform communicated, and received by Sponsor within the Promotion Period. Incomplete,

invalid, unsuitable, or otherwise non-compliant Entries (as determined in Sponsor's sole and absolute discretion) will not be eligible. If, upon review, Sponsor (or its authorized representative) is unable to determine that an Entry is compliant, or reasonably suspects that it is not compliant in whole or in part, the Entry as a whole may be disqualified. Proof that you uploaded an Entry does not constitute proof or evidence that it was received within the Entry Period or eligible for the Promotion. Entries become the property of Sponsor and will not be returned. Entries submitted via any other entry method than stated herein will not be accepted. Entries may only be submitted by a single registered account user; group or commercial submissions are not permissible. Multiple entrants are not permitted to share the same device, social media account, IP or email address. Entrants may not (whether apparent or suspected) enter through a sweepstakes/contest club or exchange site (or similar method, whether or not paid), with multiple or false identities, accounts, or devices, or use multiple e-mail and/or street addresses, or use any other device or artifice to enter. Engaging directly or indirectly in any (apparent or suspected) artifice, cheating, fraud, spamming, phishing, on-line clubs (or similar methods), exchange sites, robotic, automatic, macro, programmed or like participation methods as determined in Sponsor's sole and absolute discretion, will void all such Entries, and disqualify any entrant suspected of using/benefitting from such methods.

Sponsor reserves the absolute right to disqualify and/or immediately remove any Entry/entrant in whole or in part for any reason within its sole and absolute discretion. Without limiting the foregoing, Entries will be disqualified if Sponsor believes the Entry is not in the spirit of the Promotion, is not compliant herewith, or awarding the prize to any person will have a detrimental impact on Sponsor, this Promotion, or any of Sponsor's brand, products or services. Furthermore, if an Entry, for any reason whatsoever, garners comments that are unpleasant, distasteful, nasty or otherwise inappropriate for the Sponsor community, Sponsor reserves the right to disqualify Entry/entrant and remove any such Entry. In the event of a dispute as to the identity of an online entrant, the authorized account holder of the Social Media or email account used in connection with the Entry will be deemed to be the entrant. Potential winner may be required to show proof of being the authorized account holder.

Promotion Entities assume no responsibility for lost, late, incomplete, inaccurate, undelivered, delayed, destroyed, damaged, or misdirected Entries (in whole or in part); or for any equipment, computer, telephone, device, network, platform, app, electronic, hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt, or jumbled transmissions; nor service provider, Internet, Web site, user accessibility or availability, incompatibility, traffic congestion, unauthorized human intervention or any human error, or the incorrect or inaccurate capture of Entry, or other information, nor for the failure to capture or display any such information.

While you may forward or share with family, friends and direct known contacts, please do not engage in phishing or spamming. Apparent or suspected phishing or spamming, sending of junk communications or the use of any unauthorized method or automated system to participate, or to

acquire (unauthentic) entries, Likes or Follows, etc. is prohibited, as is posting content to irrelevant or inappropriate sites to obtain entry, and, if discovered at any time will void the applicable Entry and entrant suspected of using/benefitting from such methods in Sponsor's sole and absolute discretion.

If you don't have a social media account, you can become a member without charge by simply following the Social Media Platform instructions and accepting the terms and conditions of use. By entering, entrants understand and agree that submitted eligible Entries may be subject to public viewing, streaming (i.e. "digital transmission"), downloading (i.e. "digital distribution"), and public comments, including but not limited to being forwarded, re-grammed, re-tweeted, and otherwise posted, for commercial and non-commercial purposes, throughout Sponsor's and (unrelated) third parties' digital and off-line social media, marketing and advertising properties. Normal internet access and device usage charges imposed by your mobile plan and/or online service may apply to entry via mobile device. For those entrants entering with a mobile device: Promotion may not be available via all mobile carriers. Messaging & data rates apply to internet access via mobile devices. Other charges may apply; check your mobile plan for rates/details.

**REPRESENTATIONS ABOUT YOUR ENTRY:** By submitting an Entry, entrants represent, warrant and covenant (and agree to release and indemnify Promotion Entities from same) that their Entry submitted and all content therein is the original creation of the entrant and has not been copied in whole or in part from any other work, and is the sole and exclusive property of the entrant (or entrant has the full consent to submit it herein), does not contain, depict, condone, encourage or promote activities or content prohibited by BARK or Instagram's Terms of Use and, does not depict, refer to or contain in any respect information about a minor child without the express permission of the minor's parent or adult legal guardian, and any individuals mentioned, featured in, or who have worked on the Entry, in whole or in part, in any manner have given entrant their express written consent to submission of Entry into this Promotion and the use contemplated. By submitting an Entry, you represent and warrant that you are the parent or adult legal guardian of ANY and ALL children depicted in the Entry, and by submitting such entry you expressly consent to Sponsor's collection and use of such Entry and all personally identifiable information contained therein in accordance with these Rules and Sponsor's privacy policy.

If requested by Sponsor, entrant shall provide evidence of the above in writing. Nothing herein shall be deemed an obligation of confidentiality. Entrants understand and agree to assume the risk that their Entry and any element thereof may, in whole or in part, be identical or similar to any other Entry, that one Entry may regardless receive varying scores from the other Entry, and entrants shall release and hold Promotion Entities harmless from same.

**LICENSE: At the time you submit an Entry, and whether or not selected as a winner, you grant to Sponsor a non-exclusive, fully paid and royalty-free, irrevocable, transferable, sub-**

licensable, worldwide license to use the Entry, in whole and in part, and all the intellectual and property rights therein including the right to make derivative works, through-out the world, in any and all media now known or hereinafter devised for any and all purposes including Sponsor's marketing and advertising, and further agree to execute all documents and perform all acts deemed necessary by Sponsor to protect Sponsor' license in the intellectual property. You understand and agree by granting this license your Entry may be modified, edited, distorted, used in whole or in part, alone or in combination with other works, used in illusory or composite form, or in any other manner, as solely determined by Sponsor in any media and medium whatsoever now known or hereinafter developed (including without limitation print, broadcast, radio, internet, and posted throughout Sponsor's and (unrelated) third parties' digital, on-line, and off-line social media, marketing and advertising properties, printed materials, outdoor boards, signage and/or any other media/medium through-out the world) without further compensation or review. You will not now nor in the future be paid for your Entry or for granting Sponsor any of these rights.

**JUDGING CRITERIA/WINNER SELECTION:** All eligible Entries will be judged by Sponsor (or its authorized representatives) to select a potential third-place winner, second-place winner, and first-place winner based on the following equally weighted criteria:

- Uniqueness, Unexpectedness, and Originality of Entry;
- Quality and Completeness of Entry;
- Interesting, Positive and Appropriate Use of Pharaoh and pet theme as applicable;
- Overall Entertainment Value and Humor of Entry.

In case of a tie, the Entry, among those tied, with the highest rating in the "Uniqueness and Originality" category will break the tie. In the event a tie still remains, the Entry, among those tied, with the highest rating in the "Interesting and Positive" category will break the tie.

Potential winners will be notified via email or Direct Message on or about ten working days following the end of the Contest Period and judging, 2018, must follow all instructions and will be required to sign, have witnessed and return a Declaration of Eligibility and Liability/Publicity Release (except where prohibited), a License (to use the video), and any other requested documents ("Release Documents") within the time specified by Sponsor, or prize will be forfeited in its entirety and awarded to (an) alternate winner.

Promotion Entities are not responsible for any undelivered telephone calls, messages, e -mails, or any other communications, including but not limited to those that are not received because of the Social Media Platforms' or entrant's privacy or spam filter settings that may divert any winner notification or other Promotion related e-mail to a spam or junk folder. Prize award is subject to verification of eligibility and compliance with these Official Rules.

PRIZES/APPROXIMATE RETAIL VALUE (“ARV”): First place (1): 12 consecutive months of free BarkBox (ARV: \$240). Second place (1): One free month of Barkbox (ARV: \$29). Third place (1): One free month of Barkbox (ARV: \$29).

*Limit one (1) prize per entrant. Unless otherwise agreed by Sponsor in its sole discretion, prizes will only feature the dogs that were the subject of the respective Winning Entry. Prize award is subject to and conditioned upon potential winners’ licensing their video including their child and their dog’s name, likeness, image and any other attributes for Sponsor’s marketing and advertising purposes in accordance with its privacy policy; in the event a potential winner refuses, does not have, or cannot obtain such authority and provide evidence of such in writing, the potential winner will be disqualified, their prize will be forfeited and awarded to an alternate potential winner based on next-highest score for the applicable prize. Without limitation, Sponsor reserves the unfettered right NOT to use any child/dog attributes, in whole or in part, if doing so may result in public disrepute, scandal, or may have a detrimental impact on Sponsor, this Promotion, or any of Sponsor’s brand, products or services (as solely determined by Sponsor in its absolute discretion).*

Only the prizes as described are available to be awarded; in no event will Promotion Entities be responsible for awarding more or different prizes than stated herein. Prize cannot be assigned, transferred, or substituted, except by Sponsor who may, at its sole discretion, substitute a prize or any part thereof with a prize of equal or greater value. Prizes are not redeemable for cash; any difference between the actual value and ARV of the prize will not be awarded as cash, or otherwise.

WITHOUT LIMITING ANY MANUFACTURER WARRANTIES, SPONSOR AND OTHER PROMOTION ENTITIES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THEIR ABILITY TO IN ANY WAY PROMOTE OR MARKET ANY WINNER’S DOG, OR THE QUALITY OR CONDITION OF A PRIZE AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**GENERAL CONDITIONS: In the event of noncompliance, if an Entrant becomes noncompliant or ineligible, prize will be forfeited and an alternate winner will be selected for the prize in accordance with the judging criteria herein. Prizes or prize notifications that are lost, late, stolen, unclaimed, returned, undeliverable, not timely responded to, or otherwise un-awarded will be forfeited and will NOT be re-awarded. BY PARTICIPATING, ENTRANTS AND WINNERS AGREE TO THE FULLEST EXTENT PERMITTED BY LAW TO RELEASE, DISCHARGE AND HOLD HARMLESS THE SPONSOR, OTHER PROMOTION ENTITIES, INSTAGRAM, AND THEIR PARENT, AFFILIATES AND SUBSIDIARY COMPANIES, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS (“RELEASED PARTIES”) FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION IS COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE, VIOLATION OF PROPRIETARY,**

PUBLICITY, PRIVACY OR ANY OTHER RIGHT), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING OUT OF USE OF THE ENTRY IN WHOLE OR IN PART, THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, PARTICIPATION IN ANY PROMOTION AND/ OR PRIZE RELATED ACTIVITY, ACCESS TO THE WEB SITES, AND/OR OTHER PARTICIPATION IN THIS PROMOTION. By entering and/or accepting a prize, entrants and any winner covenant to the fullest extent permitted by law not to sue any Released Party or cause them to be sued regarding any matter released above, and not to disaffirm, limit or rescind this release. A waiver by one or more of the Promotion Entities of any term in these Official Rules does not constitute a waiver of any other provision. Any provision adjudged to be invalid shall be struck from these Rules and the remainder shall continue in full force and effect.

**LIMITATIONS OF LIABILITY:** Promotion Entities are not responsible for any incorrect or inaccurate information, whether caused by Web site users, human error, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, incompatibility, communications failure, theft, loss or destruction of Entries, nor for the failure to capture entry or other information. Promotion Entities are not responsible for injury or damage to participants' or to any other person's computer and/or mobile device related to or resulting from downloading materials from or use of any Website/app. If, for any reason, the Promotion or any element thereof is not capable of running as planned by reason of, but not limited to, tampering, unauthorized intervention, fraud, technical or other failures or errors, or any other causes which Sponsor deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion and select the winners from non-suspect, eligible Entries received prior to the action or as otherwise may be deemed fair and equitable by Sponsor. In the event of any discrepancy, ambiguity, inconsistency, printing or any other error or miscommunication in any communications, announcements, advertising and/or promotional materials relating to this Promotion, these Official Rules shall govern. Promotion Entities shall not be liable to entrants, winners or any other person or entity for failure to execute the Promotion, or supply a prize or any part thereof, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi- governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist act, cyber-attack, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, cancellation or delay of Event, or any similar or dissimilar event beyond their reasonable control.

**DISPUTES/ARBITRATION:** Except where prohibited, as a condition of participating in this

Promotion, each entrant agrees that any and all disputes arising out of or connected with this Promotion, OR ANY ELEMENT THEREOF that cannot be resolved between the entrant and any Released Party must be resolved individually, without resort to any form of class action, BEFORE A ONE PERSON BINDING ARBITRATION PANEL HELD IN NEW YORK CITY, NY under no circumstances will an entrant be permitted to engage in a class action lawsuit or class arbitration, or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental, indirect, or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-pocket expenses (if any), not to exceed fifty U.S. DOLLARS.

SPONSOR: Barkbox, Inc., 221 Canal Street, New York, NY 10013.