

## American Humane HERO DOG AWARDS®

### 2020 Contest Official Rules

The American Humane Hero Dog Awards® Contest (the “**Contest**”), starts on January 21, 2020 at 12:00 p.m. (noon) Pacific Time (“PT”) and ends on September 10, 2020, at 12:00 p.m. (noon) PT (“**Contest Period**”). American Hero Dog winner will be announced on or about September 26, 2020. **NO PURCHASE OR DONATION NECESSARY TO ENTER OR WIN. A PURCHASE OR DONATION WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

1. **SPONSOR:** American Humane, 1400 16<sup>th</sup> Street NW, Suite 360, Washington, DC 20036 (“**Sponsor**”).

2. **ELIGIBILITY:** This Contest is only open to legal residents of the fifty (50) United States and District of Columbia who are at least eighteen (18) years old at the time of entry and own the nominated dog (or are the authorized agent of the owner of the nominated dog). All Contest participants (“**Entrants**”) agree to be bound by all terms set forth in these Official Rules and, unless prohibited by law, must sign the Release portion of the Entry Form authorizing use described therein of the Entrant’s Entry materials (including but not limited to narrative and Photograph). All employees and Board members of Sponsor, employees of Crown Media/Hallmark Channel, and to the extent involved with this Contest or prior years’ American Humane Hero Dog Awards® events, including presenters, previous American Humane employees, previously disqualified Entrants, event leadership committee, sales representatives, agents, consultants, contractors, advertising, marketing and promotional agencies, Sponsor’s panel of judges, and the immediate families (parent, child, sibling or spouse regardless of where they reside) and household members of each, are not eligible to enter or win, unless authorized, in its sole discretion, by Sponsor. This Contest is subject to all applicable federal, state and local laws and regulations. The nominated dogs of all Entrants must have appropriate credentials for the applicable Category and Sponsor has the right to request, require and verify the narrative story and credentials at any time including but not limited to before any Entrant’s dog is deemed a Semi-Finalist, winner of any Category and/or the American Hero Dog winner. Sponsor has the right, in its sole discretion, to disqualify nominated dogs that are submitted by anyone other than the owner of nominated dog (or the authorized agent of the owner of the nominated dog). Sponsor has the right, in its sole discretion, to disqualify any Entrant’s dog that does not have satisfactory credentials, whose narrative story cannot be verified **or any behavior Sponsor deems inappropriate or illegal in Sponsor’s sole opinion, and/or based upon credible allegations or complaints of animal cruelty, abuse and/or neglect against Entrant in Sponsor’s sole opinion. Sponsor has the right, in its sole discretion, to disqualify an Entrant’s dog for bullying or other unsportsmanlike behavior by Entrant that is not in the spirit of the contest, whether through email or documented on another platform like Twitter or Facebook.** Each Entrant’s dog must be living at the time of entry and be located within the United States. Nominated dogs must not be currently used in connection with a for-profit business owned or run by the Entrant, owner, or handler of the dog, unless approved by Sponsor in its sole discretion. This Contest is void outside the fifty (50) United States and District of Columbia and where prohibited by law. First place Category winning dogs and/or the relevant Entrants of the first place Category winning dogs from any prior American Humane Hero Dog Awards® contest are ineligible to be entered or win.

3. **TO ENTER:** NO PURCHASE OR DONATION IS NECESSARY TO ENTER. Beginning January 21, 2020 at 12:00 p.m. (noon) PT and ending March 10, 2020 at 12:00 p.m. (noon) PT (“**Nomination Period**”), you may enter or nominate a dog in one of the seven (7) Contest Categories by submitting to Sponsor a completed and signed 2020 Official Contest Entry and Release Form (“**Entry Form**”) and Photograph that meet the criteria of the Contest **Submission Guidelines** below (collectively, Photograph and completed Entry Form with narrative description essay constitute an “**Entry**”). Sponsor retains the right in its sole discretion to extend the Nomination Period. The Contest Entry Form is available online at [www.herodogawards.org/nominate](http://www.herodogawards.org/nominate) (or such other website designated by Sponsor) or may be obtained by sending a self-addressed, stamped #10 business envelope to: American Humane, 2020 Hero Dog Awards Contest Entry Form Request, 12711 Ventura Blvd., Suite 180, Studio City, CA 91604. Limit one request per postmarked mailing envelope. Entries submitted by mail, which includes delivery by U.S. Postal Service, Federal Express, UPS or DHL (“**Mail**”), must be postmarked on or before March 10, 2020 and received by

Sponsor no later than March 17, 2020 to be eligible. Entrant is responsible for cost of mailing Entry Form and Photograph to Sponsor. Sponsor retains the right in its sole discretion to determine whether an Entry satisfies the requirements set forth herein. In the event of a dispute related to the identity of the Entrant of an electronic entry, the authorized holder of the applicable e-mail account shall be deemed the Entrant.

**4. CATEGORIES:** All Entries must meet the criteria (as set forth in the Entry Form, which criteria are hereby deemed part of these Official Rules) of one of the following seven (7) categories (the “**Categories**”):

1. Law Enforcement Dogs
2. Service Dogs
3. Therapy Dogs
4. Military Dogs
5. Guide/Hearing Dogs
6. Search and Rescue Dogs
7. Shelter Dogs

Entrants are encouraged to select the Category carefully – the Category designation may not be changed after Entry is submitted without Sponsor’s consent.

**5. SUBMISSION GUIDELINES:** During the Nomination Period, visit [www.herodogawards.org](http://www.herodogawards.org) (or such other website designated by Sponsor) and submit a photograph (“Photo” or “Photograph”) of the dog (dog only) in one of the seven (7) Categories along with a completed Entry Form that must include a narrative description of 1500 characters or less (if submitted online) or two-hundred fifty (250) words or less (if submitted via mail) telling the Sponsor about the dog (with specific emphasis on how the dog represents the Category for which the dog is nominated) and explaining why the dog pictured deserves the title of American Hero Dog. Narrative descriptions must be at least one-hundred twenty (120) characters or twenty (20) words to be considered for Nomination. Follow the directions provided to complete the Entry Form: Upload the Photograph, select the appropriate Category, upload required credentials (if applicable), and provide a narrative description. All elements of the Entry Form must be complete, and all Entries must be received within the Nomination Period to be considered. During the Contest, American Humane may request additional material from an Entrant including submission of a short video taken by Entrant or film a video managed by American Humane, at Entrant’s home location. Each Entrant (including members of the same household) may nominate only one (1) dog and each dog must be submitted with a separate Entry Form. Each unique dog may not be submitted into more than one (1) Category. A dog submitted more than once for the same or different Categories may void all Entries related to that dog. Entries must be completed in English. For submissions by Entrants who are most comfortable with American Sign Language (ASL) or otherwise not a written language, Entries may be submitted via video in sign language and Sponsor will provide an interpreter to verbalize the Entrant’s words for their Entry, and upon request, Sponsor will compose the entry in written English. Entries generated by script, macro or other automated means and Entries by any means which subvert the entry process are void. **Entries may only be submitted online or by Mail. All other methods, whether or not defined herein, may be deemed void at the discretion of Sponsor.** Photo submitted must be taken within the last twelve (12) months and include only the dog that is the subject of the Entry (no persons). If submitted online, Photo must be submitted in .gif, .jpg, .jpeg, .pdf or .png format and cannot exceed 10 MB in size. If submitted by Mail, Photograph must be either a commercially developed print, or a digital photograph produced at a minimum of 300 dots per inch (“dpi”) on quality photo paper, and must be no smaller than 4”x6” and no larger than 8”x10” in size. Image modifications such as borders, frames, composite images, multiple exposures, watermarks, signature or copyright notices, addition or replacement of elements, and artistic filters are not permitted. Cropping, rotating, resizing, red-eye removal, and the use of autofix enhancements and tools to correct contrast, brightness, intensity, tone, hue, saturation, lightness, value, color, balance and tint are permitted. Studio photos are ineligible unless approval and/or release from photographer or studio is submitted to Sponsor. Sponsor reserves the right to edit or redact badges, insignia or logos and/or require dogs to appear with collars and/or tags. Sponsor reserves the right to edit, crop, resize or compress Photographs at their discretion. All Photographs must be approved by Sponsor, in Sponsor’s sole discretion. Photographs depicting or implying any form of inhumane treatment may be disqualified at the Sponsor’s discretion.

Photograph(s) must be the original work of the Entrant or otherwise the Entrant must have the permission of the photographer; must not feature any third parties or third party materials, may not have been published previously; must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; and must be suitable for publication. All Entry materials (including but not limited to Photograph(s) and narrative descriptions) become the property of Sponsor upon submission and will not be acknowledged or returned.

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

- contains commercial trademarks, logos, or trade dress (such as distinctive packaging or commercial building exteriors/interiors) owned by others; contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contains copyrighted materials owned by others (including but not limited to photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media);
- 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 intentionally duplicate any other submitted Entries, as determined by the date received;
- defames, misrepresents or contains disparaging remarks about other people, animals or companies;
- violates any law or the privacy, publicity, copyright or other rights of any person or entity; or
- **is determined by Sponsor not to be consistent with Sponsor's mission or the goals or spirit of the Contest.**

By submitting an Entry, Entrant represents, warrants and covenants that he/she is the owner of the dog, or authorized agent of the owner of the dog, in the applicable Photo, that he/she owns or otherwise controls all rights in his/her Entry materials and any other materials provided by Entrant, that his/her Entry does not violate any law, regulation or any right of any other person or entity, that he/she consents to the submission and use of the Entry materials (including but not limited to the Photo and narrative) and any other materials provided by Entrant in the Contest and to its use as otherwise set forth herein, and grants permission for the Entry to be posted on [www.herodogawards.org](http://www.herodogawards.org), [www.americanhumane.org](http://www.americanhumane.org) and/or any other websites controlled by or affiliated with Sponsor. 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. No changes are permitted to any Entry after submission, subject to Sponsor's sole discretion to make limited exceptions based on particular circumstances.

## **6. WINNER DETERMINATION**

### **1<sup>ST</sup> ROUND—SEMI-FINALIST DETERMINATION**

NO PURCHASE OR DONATION IS NECESSARY TO VOTE. All eligible Entries submitted will be posted by Sponsor within a commercially reasonable time on [www.herodogawards.org](http://www.herodogawards.org) (or such other website designated by Sponsor) after the Nomination Period.

Up to three semi-finalist dogs in each Category will be selected by public vote. Between 12:00 p.m. (noon) PT on April 2, 2020 and 12:00 p.m. (noon) PT on May 7, 2020 ("**1<sup>st</sup> Round Voting Period**"), individuals who are at least eighteen (18) years of age and reside in one (1) of the fifty (50) United States or District of Columbia may visit [www.herodogawards.org](http://www.herodogawards.org) (or such other website designated by Sponsor) to register and vote for individual dogs in each of the seven (7) Categories. Sponsor reserves the right in its sole

discretion to amend the dates of the 1<sup>st</sup> Round Voting Period. A voter may vote for more than one Entry; however, voters are limited to one (1) vote per Category each day. Subject to verification of eligibility and compliance with these Official Rules, Category semi-finalists will be determined as follows: The three Entries that receive the highest number of valid votes in each applicable Category, as tabulated, audited and determined by Sponsor in its sole discretion, will each be deemed a “**Semi-Finalist**” for that Category. In the event of a tie for any Category, a “tie-breaking” judge selected by Sponsor will determine the Semi-Finalist based on the Judges Criteria (as defined below). All Semi-Finalists will be notified after audit of votes by Sponsor or its authorized representative. Each Semi-Finalist dog must be living at the time of 1<sup>st</sup> Round Voting and be located within the United States.

## **2<sup>nd</sup> ROUND—CATEGORY WINNER DETERMINATION:**

NO PURCHASE OR DONATION IS NECESSARY TO VOTE. Between 12:00 p.m. (noon) PT on May 28, 2020 and 12:00 p.m. (noon) PT on July 16, 2020 (the “**2<sup>nd</sup> Round Voting Period**”), individuals who are at least eighteen (18) years of age and reside in one of the fifty (50) United States or District of Columbia may visit [www.herodogawards.org](http://www.herodogawards.org) (or such other website designated by Sponsor) to register and vote for Category winning dogs (“**First Place Category Winners**” or “**Finalists**”) from among the Semi-Finalists. Sponsor reserves the right in its sole discretion to amend the dates of the 2<sup>nd</sup> Round Voting Period. A voter may vote for more than one Semi-Finalist; however, voters are limited to one vote per Category each day. The public votes for the First Place Category Winners will comprise 60% of the weighted total of all votes. A blue-ribbon panel, consisting of celebrities, animal care professionals, and/or advisors selected by Sponsor, (“**Judges**”) will also participate in choosing the First Place Category Winners from among the Semi-Finalists. The Judges’ votes for the First Place Category Winners will total 40% of the weighted total of all votes. All eligible Semi-Finalists will be judged by the Judges on the following criteria: Appropriateness to Category, narrative description of Entry (including how the dog best portrays the Category of service for which the dog is entered), creativity, composition and quality of the Photograph; decisions will be made without regard to race, creed, color, gender, national origin, age, sexual orientation, disability or veteran status (collectively, the “**Judges’ Criteria**”). The public vote (60%) will be combined with the voting of the Judges (40%). All First Place Category Winners/Finalists will be notified after audit of votes by Sponsor or its authorized representative. Each First Place Category dog must be living at the time of 2<sup>nd</sup> Round Voting and be located within the United States. Sponsor reserves the right not to designate a First Place Category Winner for any Category if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries in that Category.

## **3<sup>rd</sup> ROUND—2020 AMERICAN HERO DOG WINNER DETERMINATION:**

NO PURCHASE OR DONATION IS NECESSARY TO VOTE. Between 12:00 p.m. (noon) PT on July 30, 2020 and 12:00 p.m. (noon) PT on September 10, 2020 (the “**3<sup>rd</sup> Round Voting Period**”), individuals who are at least eighteen (18) years of age and reside in one of the fifty (50) United States or District of Columbia may visit [www.herodogawards.org](http://www.herodogawards.org) (or such other website designated by Sponsor) to register and vote for the 2020 American Hero Dog winner (the “**American Hero Dog**”). Sponsor reserves the right in its sole discretion to amend the dates of the 3<sup>rd</sup> Round Voting Period. A voter may vote for more than one Finalist; however, votes are limited to one dog each day. The Entry that receives the highest number of valid votes, as tabulated, audited and determined by Sponsor in its sole discretion, will be deemed American Hero Dog. Sponsor reserves the right in its sole discretion to disqualify a Finalist from consideration as the American Hero Dog. Sponsor reserves the right not to name the American Hero Dog winner if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries.

All Semi-Finalists’ Entries, Finalists’ Entries and American Hero Dog Entries may be posted on [www.herodogawards.org](http://www.herodogawards.org) and/or [www.americanhumane.org](http://www.americanhumane.org) and/or any other websites controlled by or affiliated with Sponsor or any sponsors of the Contest or the American Humane Hero Dogs Awards® event and/or related events and/or announced by news release and media outreach following the applicable voting period. Advancing to a subsequent round of voting and winning is contingent upon fulfilling all requirements of these Official Rules, and with respect to Finalists and the American Hero Dog, submission

of a signed and notarized Affidavit of Eligibility and Release of Liability/Publicity (publicity portion where legal).

**7. VOTING:** The following shall apply to voting by the public for Semi-Finalists, Category winners and the American Hero Dog winner. Votes obtained by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public in exchange for votes, as determined by Sponsor in its sole discretion, are prohibited. Use of script, macro or any automated system to vote or any vote that is intended to impair, or results in impairment of, the integrity of the voting process is prohibited, and all such votes will be void. Subject to Sponsor's sole discretion for limited exceptions based on particular circumstances, voting is only permitted electronically through [www.herodogawards.org](http://www.herodogawards.org) (or such other website designated by Sponsor). All e-mail addresses of voters must be valid; Sponsor has the right to validate e-mail addresses of any voter. Individuals may not utilize more than one e-mail address to vote more than one time per day per Category during the 1<sup>st</sup> Round Voting Period or 2<sup>nd</sup> Round Voting Period or to vote more than one time per day during the 3<sup>rd</sup> Round Voting Period. Sponsor will determine, in its sole discretion, whether a vote is valid. Invalid votes may be invalidated, in Sponsor's sole discretion, whether or not the Entrant for which such invalid vote was cast was involved or affiliated with such invalid vote. Any threats, intimidation or other negative action against, or received or perceived to be received by, Sponsor, any sponsor of the Contest or any other Entry (including but not limited to Entrant or his/her dog) may result, in Sponsor's sole discretion, of disqualification of the Entry related to making such action (whether or not the applicable Entrant was involved or affiliated with such action). Voting is not permitted by employees or Board members of Sponsor and its subsidiaries. Sponsor reserves the right, in its sole discretion, to invalidate or discontinue public voting and make any or all Semi-Finalist, Finalist, or American Hero Dog determinations based solely up Judges voting.

Finalists and the American Hero Dog are not permitted to campaign for any particular dog for selection in any future American Humane Hero Dog Awards®, but may promote the Contest in general.

## **8. AMERICAN HUMANE HERO DOG AWARDS® GALA**

The American Humane Hero Dog Awards® Finalists in each Category and his/her Entry dog may be required to travel to Los Angeles, CA to participate in the American Humane Hero Dog Awards® event (“Event”) if event is held. In the event that the Finalists and/or his/her Entry dog are unavailable or unwilling to travel to Los Angeles, CA and/or to participate in the Event, an alternative Finalist for the respective Category may be selected at the discretion of Sponsor. The trip may consist of round-trip, coach class air transportation from a major U.S. gateway airport near Finalist's residence to designated location for two people and the winning dog, three (3) days and two (2) nights standard hotel accommodations (one (1) room, double occupancy, room, taxes, ground transportation to and from the Event provided (excludes food, beverages, insurance and any additional items) (“Trip”). Please note that the winning dogs must travel according to the airline's rules and regulations and are not guaranteed to travel in the cabin with the owner/handler. If winner resides within a 100-mile radius of destination, ground transportation will be provided in lieu of air transportation and no compensation or substitution will be provided in lieu thereof. Actual value of the Trip may vary based on point of departure. Finalists are responsible for obtaining all required travel documents prior to travel. Trip must be taken on dates specified by Sponsor or will be forfeited, and Sponsor will have no further obligation to such winner. Sponsor reserves right to change Event, Event dates or cancel Event with reasonable notice to all Finalists. If required by Sponsor, travel must be made through Sponsor's agent and/or on a carrier of Sponsor's choice. Certain travel restrictions may apply. Finalists are responsible for ensuring the safe travel of his/her dog and for the conduct of his/her dog (including, without limitation, ensuring his/her dog does not bite or otherwise injure any person or animal or otherwise do harm to any property) during travel and/or in any way connected with the Event. Sponsor reserves the right, at its sole discretion, to require additional documentation verifying dog and/or owner or handler are healthy and fit to travel and may prohibit travel and attendance at Event and related activities if Sponsor, in its sole discretion, deems it harmful or not safe for either dog or Finalist.

Trips are “as is” with no warranty or guarantee, either express or implied by Sponsor. No transfers, assignments, substitutions, credits for changes, refunds or cash equivalents for Trips are allowed except by Sponsor who reserves the right, at its sole discretion, to cancel the Trip. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with

Trip acceptance and use not specified herein as being provided, including, any additional transportation, meals, luggage fees, gratuities and souvenirs. All Trip details are at Sponsor's sole discretion.

**9. WINNER NOTIFICATION:** All potential First Place Category Winners will be notified by telephone, mail and/or email and will be required to complete and have notarized an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by Sponsor, which must be returned within ten (10) business days of date appearing on the notification. Return of notification as undeliverable, failure to sign, have notarized and return requested documentation within the specified time period, the inability of Sponsor to contact a potential winner within a reasonable time period, or Sponsor determination that a potential winner is ineligible or noncompliant with these Official Rules, by any potential winner will result in disqualification and, at Sponsor's sole discretion, a runner-up may be designated as a Semi-Finalist or Finalist. If any potential winner is at least eighteen (18) but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to designate his/her parent or legal guardian as the Semi-Finalist or Finalist and he/she will be responsible for fulfilling all requirements imposed on winners set forth herein. Odds of winning depend upon the number of valid Entries received during Nomination Period, votes cast during the voting periods, and public voting and decisions of the Judges.

A short tribute video will be produced for each Finalist. Sponsor shall be responsible for creating the story content, all pre-production and post-production elements, and any crew travel or lodging expense.

**10. GENERAL CONDITIONS:** By participating, each Entrant agrees, for Entrant and for Entrant's heirs, executors, and administrators: **(a)** to abide by these Official Rules and decisions of Sponsor and Judges, which shall be final and binding in all respects relating to this Contest; **(b)** to release, discharge and hold harmless Sponsor, American Humane, Contest sponsors, Judges and their affiliates, parents, subsidiaries, sales representatives, agents, advertising, marketing and promotion agencies, consultants, contractors, and each of their respective officers, directors, shareholders, employees, agents and representatives, and each of these companies' and individuals' respective successors, representatives and assigns (collectively, "**Released Parties**") from, and waive any and all rights regarding, any and all actions, claims, injuries, death, liability, losses and damages ("Claims and Losses") of any kind arising in any manner, in whole or in part, directly or indirectly, from or in connection with or otherwise related to Entrant's (or Entrant's dog's) participation in the Contest or any Contest-related activity (including but not limited to activity at the Event) or the acceptance, use or misuse of any travel or activity related thereto, and Claims and Losses based on publicity rights, copyright, trademark, defamation, invasion of privacy or any other third party right; **(c)** to indemnify the Released Parties from any and all Claims and Losses of any kind arising in any manner, in whole or in part, directly or indirectly, from or in connection with or otherwise related Entrant's (or Entrant's dog's) participation in the Contest or any Contest-related activity (including but not limited to activity at the Event) or the acceptance, use or misuse of any travel or activity related thereto, and Claims and Losses based on publicity rights, copyright, trademark, defamation, invasion of privacy or any other third party right; **(d)** unless prohibited by law, to permit Sponsor and its affiliates, parents, subsidiaries, sales representatives, agents, advertising, marketing and promotion agencies, merchandising partners, consultants, contractors, and each of their respective officers, directors, shareholders, employees, agents and representatives, and each of these companies' and individuals' respective successors, representatives, and assigns and anyone authorized by any of them the use of Entrant's Entry materials (including but not limited to the name, city, state, narrative and Photograph) and any other materials provided by Entrant (or otherwise connected with the story of such Entry) and any derivations of the foregoing, and grants Sponsor and its agents the rights to publish, use, adapt, edit, modify and/or create derivative works of the elements of such Entry materials and any other materials provided by Entrant (or otherwise connected with the story of such Entry) and any derivations of the foregoing, in any way, for programming, advertising, trade, commerce, publicity, promotional and other purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity, without compensation (unless prohibited by law) or additional consents from Entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so whether or not such Entry is selected as a Semi-Finalist or winner, and **(e)** with respect to each Category Finalist dog, unless prohibited by law or unless approved by Sponsor, not to make any non-Sponsor sanctioned television appearances or contract with a third party for television appearances (including but not limited to in television series and films) other than

short news clips, preapproved by American Humane, for a period of one (1) year after the end of the Contest Period. Submission of a Contest Entry Form further constitutes the Entrant's irrevocable waiver of any moral rights and assignment and transfer to Sponsor of any and all rights, title and interest in and to the elements of the Entry and any other materials provided by Entrant. By participating, Entrant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Contest without the prior consent of the Sponsor, which Sponsor may withhold in its sole discretion.

BY SUBMITTING A CONTEST ENTRY FORM, ENTRANT REPRESENTS AND WARRANTS THAT HE/SHE HAS ALL NECESSARY RIGHTS TO HAVE THE ENTRY AND PHOTOGRAPH(S) AND ANY OTHER MATERIALS PROVIDED BY ENTRANT POSTED ONLINE, INCLUDING CONVEYANCE OF THE COPYRIGHT TO SPONSOR.

**11. ADDITIONAL TERMS:** Any attempted form of Entry or voting, other than those previously stipulated, is prohibited; no mechanically reproduced, facsimile, automatic, programmed, robotic or similar means of entry or voting are permitted. Entries not complying in any way with these Official Rules are subject to disqualification in Sponsor's sole discretion. No correspondence regarding Entries will be entered into with Entrants except as provided herein or at the discretion of Sponsor. Entrants waive all rights and remedies at law or in equity for any claim they may have relating to this Contest. Sponsor's decisions, including but not limited to interpretation of these Official Rules and conduct of all aspects of or related to the Contest whether or not contemplated by these Official Rules, are final and binding in all matters relating to this Contest. Sponsor and its affiliates have the right to correct any technical or other problems associated with administration of the Contest.

**12. LIMITATION OF LIABILITY:** Entrants acknowledge and agree that Released Parties are not responsible for any lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered or garbled Entries or votes, or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Entries, the tabulation of votes, the announcement, notification or the incorrect uploading of any photo, or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the Contest website or Sponsor's website. Persons who tamper with or abuse any aspect of the Contest or any related website, who act in an unsportsmanlike or disruptive manner, who behave or have behaved in a manner that is not in the spirit of the competition, or who are in violation of these Official Rules, as solely determined by Sponsor, may be disqualified and all associated Entries (whether or not the applicable Entrant is taking or facilitating such actions) may be voided in Sponsor's discretion. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by fraud, virus, worms, bugs, non-authorized human intervention, technical or other error, actions by any Entrant(s) or voter(s), problem(s) of any kind or other causes which, in the sole opinion of the Sponsor, corrupt, impair or affect the administration, security, fairness or proper play, or submission of Entries or voting, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest (in whole or in part) and, if terminated, at its discretion, select the potential winners from all eligible, non-suspect Entries received prior to action taken using the judging procedure outlined above. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. Released Parties are not responsible for any failure to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake,

terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsor or other “force majeure” event.

**13. GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any participant or Sponsor in connection with the Contest, shall be governed by and construed in accordance with the laws of the District of Columbia without giving effect to any choice of law or conflict of law rules or provisions which would cause the application or the laws of any jurisdiction other than the District of Columbia. Any action or litigation concerning these Official Rules shall take place exclusively in the federal or state courts sitting in the District of Columbia, and each Entrant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Any and all disputes, claims, and causes of action arising out of or in connection with this Contest, shall be resolved individually, without resort to any form of class action. Each Entrant agrees to service of process by mail or other method acceptable under the laws of the District of Columbia. ANY CLAIMS, JUDGMENTS AND/OR AWARDS AGAINST ANY RELEASED PARTY SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS CONTEST. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY’S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

**14. OFFICIAL RULES:** Rules are available online at [www.herodogawards.org/rules](http://www.herodogawards.org/rules) (or such other website designated by Sponsor) or by sending a self-addressed, stamped #10 business envelope to: American Humane Hero Dog Awards® Contest Rules Request, 12711 Ventura Blvd., Ste. 180, Studio City, CA 91604. Limit one request per postmarked mailing envelope. Requests must be received by September 26, 2020. Sponsor may modify Official Contest Rules in its sole discretion.

**15. PRIVACY POLICY:** Except to the extent they conflict with these Official Rules, Entry Form or Affidavit of Eligibility and Release of Liability/Publicity (publicity portion where legal), any personal information supplied by you to Sponsor will be subject to Sponsor’s privacy policy posted at <http://www.americanhumane.org/about-us/privacy-policy.html>. By entering this Contest and agreeing in the Entry Form to receive communications from American Humane and its approved affiliates, you agree that we may share your entry information (including but not limited to your name, address, email address) with our approved affiliates.

**16. WINNERS LIST:** Semi-Finalists and Finalists will be posted on Sponsor’s website, and may be printed in any of Sponsor’s publications, including social media. A list of Semi-Finalists and Finalists may also be obtained by sending a self-addressed, stamped #10 business envelope to: American Humane, 2020 Hero Dog Awards Contest Winners List Requests, 12711 Ventura Blvd., Ste. 180, Studio City, CA 91604. Limit one request per postmarked mailing envelope. Requests must be received by October 26, 2020.

Sponsor: American Humane, 1400 16<sup>th</sup> Street NW, Suite 360, Washington, DC 20036.

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## American Humane HERO DOG AWARDS®

### Official Contest Entry and Release Form

This Contest Entry and Release Form (“**Release**”) **MUST** be completed and signed to enter. A separate copy of this Release must accompany each photograph (“Photo” or “Photograph”) of the dog (**DOG ONLY**) taken in the last twelve (12) months. By submitting this Release, you acknowledge that you have read, or have had read to you, understand and agree to comply with all terms and conditions contained in the **2020 American Humane HERO DOG AWARDS® Contest Official Rules** (the “Official Rules”). All Photographs and Release forms must be (1) submitted online at [www.herodogawards.org](http://www.herodogawards.org) (or such other website designated by Sponsor) OR (2) sent by Mail to the address at the bottom of this Form. Photographs **will not** be acknowledged or returned to Entrants. Mailed Entries must be postmarked on or before March 10, 2020 and received by no later than March 17, 2020. Capitalized terms used but not defined herein have the meanings set forth in the Official Rules.

Sponsor has the right, in its sole discretion, to disqualify any Entry for current or past behavior that is not in the spirit of the competition, and to disqualify Entrant’s dog that does not have satisfactory credentials and/or whose narrative story cannot be verified in Sponsor’s sole opinion. Each Entrant’s dog must be living at the time of entry and be located within the United States. Nominated dogs must not currently be used in connection with a for-profit business owned or operated by the Entrant, owner, or handler of the dog. By submitting an Entry, Entrant represents, warrants and covenants that he/she is the owner of the dog, or authorized agent of the owner of the dog, in the applicable Photo, that he/she owns or otherwise controls all rights in his/her Entry materials and any other materials provided by Entrant. Please note that the winning dogs must travel according to the airline’s rules and regulations and are not guaranteed to travel in the cabin with the owner/handler.

**Entry Categories: (check one Category box) and provide a photocopy of credentials, e.g. copy of identification badge from the certifying/registering law enforcement/arson, service dog, therapy dog, military, guide/hearing, or search and rescue agency with Entry where applicable. Sponsor reserves the right to require additional verification upon request. Entrants must notify Sponsor of any change in their certification/registration status.**

Entrants are encouraged to select the Category carefully – the Category designation cannot be changed after Entry is submitted without Sponsor’s consent.

**Law Enforcement Dogs** The traditional role of a police dog is one used to enforce public order by tracking, chasing, and holding suspects either by direct apprehension or a method known as “Bark and Hold.” Detection dogs are used to detect illicit substances, drugs, fire accelerants, firearms, or explosives that may be carried on a person in their effects or may be located at a crime scene. Law enforcement dogs’ ability to help protect their human handlers, thwart lawbreakers, and find evidence makes them true partners to the police, and these four-footed heroes are considered law enforcement officers in their communities. This Category seeks to bring well-deserved recognition to the heroes who do so much to protect our nation and keep us safe.

**Entrants must submit photocopy of the law enforcement dog’s past or present certification/identification to act as such from an accredited organization.**

**Service Dogs** Service Dogs are trained to perform specific tasks for people with disabilities as defined by the Americans with Disabilities Act (ADA) other than vision or hearing impairment (see guide/hearing dog). They can be trained to work with people who use wheelchairs, have balance issues, have various types of autism, need seizure alert or response, need to be alerted to other medical issues like low blood sugar, or have psychiatric disabilities. These specially trained dogs can help by retrieving objects that are out of their person’s reach, opening and closing doors, turning light switches off and on, barking to indicate that help is needed, finding another person and leading the person to the handler, assisting ambulatory

persons to walk by providing balance and counterbalance, and many other individual tasks as needed by a person with a disability.

**Entrants must submit photocopy of the service dog's past or present certification/identification to act as such from an accredited organization, if applicable. Entrants must notify the sponsor if the service dog has been trained by the handler per ADA and provide a list of specific tasks the dog has been trained to perform. Emotional support animals (ESA) do not qualify under this category and Sponsor has the right, in its sole discretion, to disqualify entries deemed to be an ESA by Sponsor.**

**Please specify the specific task(s) that the Service Dog performs:**

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**Therapy Dogs** Credentialed Animal-Assisted Therapy (AAT) Dogs are part of a therapeutic plan to aid with physical, social, emotional and cognitive challenges for persons other than the dog's owner/handler. AAT has been shown to help enhance the lives of people in need such as children who have experienced abuse or neglect, patients undergoing chemotherapy or other difficult medical treatments, and military veterans and their families who are struggling to cope with the effects of wartime military service. Studies have found that AAT lowers blood pressure, reduces stress and enhances a patient's ability to achieve physical and psychological wellness.

**Entrants must submit photocopy of the therapy dog's past or present certification/identification to act as such from an accredited organization. Emotional support animals (ESA) do not qualify under this category and Sponsor has the right, in its sole discretion, to disqualify entries deemed to be an ESA by Sponsor.**

**Military Dogs** Military working dogs first entered the service in 1942 to serve in the Army's K-9 Corps. Today, these dogs are still playing an active role in searching for explosives and seizing enemies. Military working dogs have been used by the U.S. armed forces since World War I. In World War II, 436 scout dogs walked combat patrols overseas, often detecting the enemy at 1,000 yards, long before the enemy became aware of them. Dogs continued to serve with distinction in other conflicts, such as Korea, where the Army used about 1,500 dogs, primarily for guard duty. During the Vietnam War, nearly 4,000 dogs were employed and, officially, 281 were killed in action. Today's conflicts include dogs at every level, still serving our country, helping to protect our troops.

**Entrants must submit photocopy of the military dog's past or present certification/identification to act as either a Military Working Dog (MWD) or Contract Working Dog (CWD) from an accredited organization.**

**Guide/Hearing Dogs** Guide and Hearing Dogs are literally the "eyes and ears" for millions of differently abled Americans. In a Guide Dog team, the dog has been specially trained to assist a person who is blind, leading, obeying commands, avoiding distractions and obstacles, and, importantly, disobeying a command if it would put the team in danger. The person is responsible for directing the dog by keeping a mental map, being the leader of the team and providing care and praise. Hearing Dogs assist the deaf and those who are hard of hearing by alerting them to a variety of helpful – or harmful – sounds. These hero dogs help their human counterparts to be aware of such everyday sounds as a knock at the door or doorbell, the ringing of an alarm clock, oven buzzer, or telephone, or the cry of a baby. They also alert their companions to life-threatening (and lifesaving) sounds they might not otherwise notice, such as the blaring of a fire truck's horn as they step into a street, or the shrieks of a smoke alarm in the middle of the night. These heroes not only improve the lives of the people with whom they work, but save them.

**Entrants must submit photocopy of the guide/hearing dog's past or present certification/identification to act as such from an accredited organization.**

**Search and Rescue Dogs** Children lost in the wilderness, elderly people who have wandered away from home or the hospital, hikers lost in the woods, victims of drowning accidents, victims of avalanche, earthquake, flood, explosion, fire, train wrecks, plane crashes, tornadoes and other disasters - dog teams have a very special role in the world of search and rescue. The dogs' ultra-sensitive hearing, night vision, endurance and keen sense of smell have continually proven to be invaluable in the effort to locate missing persons and to return them home safe to their families and friends.

**Entrants must submit photocopy of the search and rescue dog's past or present certification/identification to act as such from an accredited organization.**

**Shelter Dogs** With millions of homeless dogs in shelters and on the streets in the United States, many of the most incredible stories come from the heartfelt second chance stories of shelter and rescue dogs who are given a new "leash" on life. The Shelter Dog category shines a spotlight on ordinary dogs who do extraordinary things – the often-overlooked shelter or rescue dog who goes on to become a loved family pet. A shelter or rescue dog can be nominated for overcoming difficult odds, having a remarkable rescue story, or for simply brightening the lives of the those who gave them their second chance. Dogs eligible for the Shelter category can be adopted from a rescue organization or shelter, rescued from the streets or homelessness, or saved from unfavorable situations.

**Please include a copy of your dog's adoption forms if available. Additional paperwork may be requested as proof of rescue and/or adoption.**

**PLEASE PRINT NEATLY**

Dog's Name: \_\_\_\_\_

Dog's Age (approximate if not known): \_\_\_\_\_

**PLEASE INCLUDE A COPY OF YOUR DOG'S CREDENTIALS/IDENTIFICATION, IF APPLICABLE\*, AS DESCRIBED ABOVE**

Credentialing Organization, if applicable: \_\_\_\_\_

Year of Credentialing: \_\_\_\_\_ Still active? \_\_\_\_\_ (yes or no)

Is your dog used for a for-profit business or services? \_\_\_\_\_ (yes or no)

Entrant's Name: \_\_\_\_\_

Entrant over 18 years of age? \_\_\_\_\_ (yes or no)

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

**PLEASE INCLUDE A PHOTOGRAPH OF YOUR DOG (DOG ONLY) TAKEN WITHIN THE PAST 12 MONTHS.**

If submitted online, Photo must be submitted in .gif, .jpg, .jpeg, .pdf or .png format and cannot exceed 10 MB in size. If submitted by Mail, Photograph must be either a commercially developed print, or a digital photograph produced at a minimum of 300 dots per inch (“dpi”) on quality photo paper, and must be no smaller than 4”x6” and no larger than 8”x10” in size. Image modifications such as borders, frames, composite images, multiple exposures, watermarks, signature or copyright notices, addition or replacement of elements, and artistic filters are not permitted. Cropping, rotating, resizing, red-eye removal, and the use of autofix enhancements and tools to correct contrast, brightness, intensity, tone, hue, saturation, lightness, value, color, balance and tint are permitted. Studio photos are ineligible unless approval and/or release from photographer is submitted to Sponsor. Sponsor reserves the right to edit or redact badges, insignia or logos and/or require dogs to appear with collars and/or tags. Sponsor reserves the right to edit, crop, resize or compress Photographs at their discretion. All Photographs must be approved by Sponsor, in Sponsor’s sole discretion. Photographs depicting or implying any form of inhumane treatment may be disqualified at the Sponsor’s discretion. Photograph(s) must be the original work of the Entrant or otherwise the Entrant must have the permission of the photographer; must not feature any third parties or third party materials, must have been taken in the last twelve (12) months, may not have been published previously; must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; and must be suitable for publication.

Photographer’s Name (if different than Entrant): \_\_\_\_\_

Photographer over 18 years of age? \_\_\_\_\_ (yes or no)

Title/ Subject of Photograph: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

**Official Narrative Description:**

In fifteen hundred (1500) characters or less (if submitted online) or 250 words or less (if submitted via mail), in your own words please tell the Sponsor about the dog (with specific emphasis on how the dog represents the Category for which the dog is nominated), any relevant details about the Photograph, and explain why the dog pictured deserves the title of American Hero Dog. Narrative descriptions must be at least one-hundred twenty (120) characters or twenty (20) words to be considered for Nomination. Voting is based on the story you provide, in its original format as submitted, without corrections to grammar or spelling.

For submissions by Entrants who are most comfortable with American Sign Language (ASL) or otherwise not a written language, Entries may be submitted via video in sign language and Sponsor will provide an interpreter to verbalize the Entrant’s words for their Entry, and upon request, Sponsor will compose the entry in written English. For assistance submitting via video or other accommodations, please contact [info@herodogawards.org](mailto:info@herodogawards.org).

**Allow sufficient space for 1500 characters or 250 words or less  
narrative description**

I understand and agree that submission of this Release Form with Photograph grants Sponsor and its affiliates, parents, subsidiaries, sales representatives, agents, advertising, marketing and promotion agencies, merchandising partners, consultants, contractors, and each of their respective officers, directors, shareholders, employees, agents and representatives, and each of these companies' and individuals' respective successors, representatives, and assigns and anyone authorized by any of them, the right to use of my Entry materials (including but not limited to my name, city, state, narrative and Photograph) and any other materials I provide (or otherwise connected with the story of my Entry) and any derivations of the foregoing, and grants Sponsor and its agents the rights to publish, use, adapt, edit, modify and/or create derivative works of the elements of such Entry materials in any way, for programming, advertising, trade, commerce, publicity, promotional and other purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity, without compensation (unless prohibited by law) or additional consents from me or any third party and without prior notice, approval or inspection, whether or not such Entry is a Semi-Finalist, Category winner or the American Hero Dog winner.

I further understand and agree that in the event my Contest Entry is declared a Category winner or the American Hero Dog winner, I will execute and deliver an Affidavit of Eligibility and Release of Liability/Publicity (publicity portion where legal) as required by the Official Rules of the Contest.

I understand and agree that certain personal information may be provided as a part of the Contest Entry materials, and I confirm that I approve the use, publication and distribution of this personal information in accordance with the Official Rules of the Contest. I am over eighteen (18) years of age and a legal resident of one (1) of the fifty (50) United States or the District of Columbia.

**Entrant's signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Photographer's signature** (if different than Entrant): \_\_\_\_\_ **Date:** \_\_\_\_\_

How did you learn about the **American Humane HERO DOG AWARDS® Contest?** (check all that apply)

- Animal shelter/organization: \_\_\_\_\_
- Friend/Co-worker
- [www.americanhumane.org](http://www.americanhumane.org) website
- Internet search
- American Humane email
- American Humane Facebook
- American Humane Twitter
- American Humane Instagram
- Magazine or Newspaper: \_\_\_\_\_
- Other: \_\_\_\_\_

Optional:  **Yes**, I would like to donate to American Humane.

My check in the amount of \$ \_\_\_\_\_ is enclosed; or charge my credit card number:

Name on Card: \_\_\_\_\_ Type of Card \_\_\_\_\_

Card Number: \_\_\_\_\_ Security Code \_\_\_\_\_

Signature: \_\_\_\_\_

Optional:  **Yes**, I would like to receive American Humane authorized communications and I consent to American Humane's privacy policy: <http://www.americanhumane.org/about-us/privacy-policy.html>

Mail This Contest Entry and Release Form to:

American Humane  
Attn: Entry  
American Humane HERO DOG AWARDS Contest  
12711 Ventura Blvd., Ste. 180, Studio City, CA 91604

**Entries submitted by mail must be postmarked on or before March 10, 2020 and received by American Humane no later than March 17, 2020 to be eligible.**