

**TOP FUNDRAISING AWARDS  
OFFICIAL RULES  
NO PURCHASE NECESSARY TO ENTER OR WIN.**

**Please read the Official Rules.**

**1. Introduction.** The contest to win top fundraising awards for Top Dog, Top Family & Friends Team, and Top Corporate Team (the “Contest”) is sponsored by IndyHumane.

**2. Eligibility.** The Contest is open to all individuals and teams registered to participate in Indy Mutt Strut. (collectively, “Registrants”). For purposes of this Contest, a “team” must consist of six (6) or more paid registrants. Contest void where prohibited by law. Contest is subject to all applicable federal, state, and local laws and regulations. Participation constitutes Registrants’ full and unconditional agreement to these Official Rules and IndyHumane’s decisions, which are full and binding in all matters related to the Contest. IndyHumane shall be the sole judge to determine any Registrants’ eligibility.

**3. Contest Period.** The Contest starts on November 1, 2019 at 12:00 a.m. Eastern Standard Time (“EST”) and ends on Thursday, April 23, 2020 at 12:00 p.m. Eastern Standard Time for all top awards.

**4. The Awards.** The following awards are will be announced:

- Top Individual Fundraiser – “Top Dog”
- Top Friends and Family Team
- Top Corporate Team

Award winners will be announced on stage during the opening ceremonies at the event. ***The Top Individual Fundraiser “Top Dog”, and the Team Captains of each team (Friends and Family and Corporate) will be invited to go on stage to receive their award. No others will be allowed on the stage unless the Top Dog or winning team captain is under the age of 18 years old. Then, a parent or legal guardian will be allowed to escort them.***

The winner of the Top Dog award will be given the opportunity to lead the Mutt Strut Walk. Top Team Captains from the Family and Corporate Teams will line up behind the Top Dog winner followed by the other registered teams.

**5. Fundraising Requirements.** To be eligible, an individual or team must raise the minimum listed below during each event’s contest period

- Top Individual “Top Dog” - \$5,000

- Top Friends and Family Team - \$3,000
- Top Company Team - \$5,000

**6. Winner Selection.** Winners will be determined after the end of the Contest periods, as defined in Paragraph 3 above. Decisions of IndyHumane regarding the Contest winners will be final. Chances of winning the Contest depend on the number of Registrants and the amount of funds raised by Registrants.

**7. How to Enter.** Visit [www.indymuttstrut.org](http://www.indymuttstrut.org) and follow the instructions to register for the event.

### **8. Donations.**

Online donations will end on Thursday, April 23, 2020 at 12 p.m, Eastern Time. Any donation made after that time will not apply towards the contest.

Offline donations will count toward a Team's or Registrant's fundraising efforts, if received by Thursday, April 23, 2020 and in accordance with the rules set forth below:

An "Offline donation" is defined as a cash or check donation.

- Requirements for submitting Offline Donations for verification and entry:
  - Completed Offline Donation Forms must be submitted to with copies of ALL checks listed on the Offline Donation Form.
  - Offline Donation Forms must be fully and accurately completed (i.e., donor name, donor address, donor phone or email), and include the donation amount for each donor.
  - The donor must include a "Mutt Strut" notation, and/or the Participant's or Team's name that the donor is supporting, in the memo section of the check.
    - Deadline for submission:  
Indy Mutt Strut offline donations **MUST** be received, in hand, by IndyHumane no later than 12 p.m. Eastern Time, on Thursday, April 23, 2020. (Two (2) days prior to the event date).
- How to Submit. Offline Donation Forms and corresponding check copies can be submitted to IndyHumane in one of two ways:
  - Either U.S. Mail or Hand Delivery to:  
IndyHumane  
c/o Indy Mutt Strut  
7929 N. Michigan Road

Indianapolis, IN 46268

(Offline Donations must be physically received by the submission deadline, and thus IndyHumane recommends allowing at least four (4) days if submitting by U.S. Mail. IndyHumane is not responsible for lost, delayed, or otherwise untimely donations.)

IndyHumane will verify and enter Offline donations within in a timely fashion.

IndyHumane reserves the right to reject donations not complying with the rules outlined.

**9. Verification of Potential Winners.** Award winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. Winners will be announced at the Mutt Strut event. In the event that a winner of an award is disqualified for any reason, IndyHumane may award the next highest fundraiser within the award category. IndyHumane will not be responsible for emails blocked by the winner's email filter, or otherwise not received.

**10. Entry Conditions and Release.** Registrants agree to: (a) comply with and be bound by these Official Rules and the decisions of IndyHumane, which are binding and final in all matters relating to this Contest; (b) release and hold harmless IndyHumane and any other organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless IndyHumane from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to a Registrants' participation in the Contest and/or Registrants' acceptance, use or misuse of prize.

**11. Publicity.** Except where prohibited, participation in the Contest constitutes winner's consent to IndyHumane and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**12. General Conditions.** IndyHumane reserves the right to cancel, suspend and/or modify the Contest, or any part of it, without notice, if any fraud, technical failures or any other factor beyond IndyHumane's reasonable control impairs the integrity or proper functioning of the Contest, as determined by IndyHumane in its sole discretion. **IndyHumane reserves the right in**

**its sole discretion to disqualify any individual it finds to be tampering with the entry or donation process, the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.** Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, IndyHumane reserves the right to seek damages from any such person to the fullest extent permitted by law. IndyHumane's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**13. Limitations of Liability.** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Registrant's printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Registrant's participation in the Contest or receipt or use or misuse of any award.

**14. Disputes.** Except where prohibited, Registrants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prizes awarded, other than the administration of the Contest or the determination of the winner, shall be resolved individually, without resort to any form of class action, and exclusively by a court of competent jurisdiction in Indianapolis, IN; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (3) under no circumstances will Registrants be permitted to obtain awards for and Registrants hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Registrants and IndyHumane in connection with the Contest, shall be governed by, and construed in accordance with the laws of the State of Indiana without giving effect to any choice of law or conflict of law rules (whether of the State of Indiana or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Indiana. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY.

**15. Privacy and Winners' List.** The personal information provided on the Mutt Strut registration form may be used by IndyHumane to provide participants with additional information about IndyHumane. An opportunity to opt-out of receiving additional IndyHumane emails is provided by following the unsubscribe instructions on the email sent by IndyHumane. IndyHumane is dedicated to protecting all Registrants' privacy. For a list of Contest winners, please contact

IndyHumane by writing to the address below. (Please include email address and phone number with correspondence along with the information needed to support the request.)

IndyHumane  
Attn: Indy Mutt Strut  
7929 N. Michigan Road  
Indianapolis, IN 46268

NOTE: In addition to the specific rules set forth above, all incentives and awards are subject to our general rules, including our **refund policy**. All decisions of IndyHumane regarding incentive and award winners are final.