

## **EQUINE COLIC AWARENESS MONTH COLIC EXPERIENCE SURVEY PRIZE DRAWING PROMOTION**

### **OFFICIAL PROGRAM TERMS**

Revised May 14, 2014

The Equine Colic Awareness Month Colic Experience Survey Prize Drawing promotion (the "Promotion"), is a sweepstakes. Six total winners will be selected randomly from all eligible entries, including one Grand Prize Winner and five additional prize winners. **NO PURCHASE NECESSARY.** To enter, you must: (a) be a U.S. citizen residing in the Continental United States; (b) be 18 years of age or older at the time of entering the Promotion and (c) not be considered a minor in your state of residence. The Promotion is void where prohibited by law and is open to residents of the Continental United States only. The Promotion is subject to applicable federal and state laws.

Employees of Freedom Health LLC (the "Sponsor") and its affiliated companies, parents, subsidiaries and advertising and promotion agencies, and their IRS dependents, immediate families (i.e. parents, children, siblings, spouses) and members of their households (whether related or not) are ineligible to participate in this Promotion. Employees of any retail, wholesale or related business actively selling SUCCEED are not eligible to enter.

### **HOW TO ENTER AND PARTICIPATE IN THE PROMOTION:**

#### ***OFFICIAL COLIC EXPERIENCE SURVEY PRIZE DRAWING PROMOTION ENTRY SUBMISSION***

To enter, eligible participants must complete the Horse Colic Experience Survey, including providing their contact information, between May 15 and June 30, 2014. The Horse Colic Experience Survey can be accessed at <https://www.surveymonkey.com/s/HorseColicExperience>. Submission of the completed survey with contact information included will constitute an official entry in the Promotion. Official entries must be submitted no later than midnight on June 30, 2014, for consideration. **Only One (1) official entry per person is allowed.**

#### ***HOW TO WIN***

Six (6) winners will be selected randomly from the eligible entries, including one (1) Grand Prize winner and five (5) additional prize winners. Winners will be notified by no later than July 7, 2014. The odds of winning depend on the number of eligible entries received.

Winners will be notified by mail, e-mail, phone, or in person. An incomplete survey, including but not limited to the contact information, may render the participant disqualified. Freedom Health LLC is not responsible for incomplete entries or entries that fail to be submitted due to technical issues. Winning entry selections are final.

## **PRIZES**

Sponsor reserves the right to substitute any prize for a prize of equal or greater value. Prize is nontransferable and subject to availability. All prize values are estimated and the actual prize value at the time prize is awarded may be higher or lower than the estimate contained in these rules.

### **One Grand Prize Winner will receive:**

A \$250 shopping spree from SmartPak, consisting of five (5) gift certificates, each worth \$50, redeemable on phone orders or online at SmartPak.com.

The estimated fair market value of this prize is: **\$250**

### **Five Selected Eligible Winners will each receive:**

One gift card worth \$50 from Big Dee's Tack and Vet Supplies, redeemable at Big Dee's store in Streetsboro, Ohio, on phone orders or online at BigDWeb.com.

The estimated fair market value of each Big Dee's gift card is: **\$50**

Winners' names will be posted on the [www.coliccrusade.com](http://www.coliccrusade.com) website, Facebook page, and Twitter account, announcing the winners.

## **GENERAL**

Freedom Health, LLC, reserves the right to amend the rules or change prizes. Winner may receive an IRS 1099 in 2015 for tax year 2014. Winners are solely responsible for paying any applicable federal, state or local taxes. Participation in this Promotion grants Freedom Health LLC the irrevocable license to use the name, testimonial, and any other information of the participant and the horse, related to the participation in the Promotion for promotional and advertising purposes. All information and materials submitted become sole and exclusive property of Freedom Health LLC. Participants in the Promotion agree that their relationship is independent of Freedom Health LLC, SUCCEED and the Crusade Against Equine Colic.

Winners will be required to complete an affidavit of eligibility, liability release (where legal) and publicity release, which must be returned within the time specified by Sponsor. If documents are not returned in a timely manner, are returned as non-deliverable, or if winner is found to be ineligible or not in compliance with these Official Rules, winner will be disqualified. All taxes on prizes and expenses relating to acceptance and use of prizes and not specified are the sole responsibility of winners. Sponsor may prohibit an entrant from participating in the Promotion or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Promotion by cheating, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants, Sponsor, or Sponsor's affiliates, vendors, suppliers, distributors, or retailers. If for any reason this Promotion is not able to be conducted as planned, including, but not limited to, by reason of tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion and randomly draw from those entries received up to the cancellation/

suspension date. SPONSOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE PRIZES, AND HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRIZES.

Sponsor is not responsible for lost, late, misdirected, undeliverable, illegible, or incomplete entries, whether due to system errors or failures, faulty transmissions or other telecommunications malfunctions, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, human error, or any combination thereof. Reasons for disqualification include (but are not limited to): incomplete entries, missing or improper photos, multiple entries, ineligible participant, missing Promotion deadlines, lost entries, or invalid contact information.

### ***NO LIABILITY***

All participants assume all risks associated with participating in this Promotion. Participants agree to release and hold harmless Freedom Health, LLC, its officers, directors, employees and agents, and all judges, of any and all liability from loss, risk, damage, or injury that may occur from use of the free gift cards or gift certificate. Participants agree to indemnify Freedom Health, LLC, their officers, directors, employees, agents, and all judges (collectively "Freedom Health") for all legal costs, including attorneys' fees, in the event that Freedom Health is named in, or threatened to be named in, any lawsuit, arbitration, mediation, or other legal or equitable action arising from their participation in the Promotion.

### ***CHOICE OF LAW AND VENUE***

Except where prohibited, entrants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this promotion, or any prize awarded, or the determination of the winner, shall be resolved individually, without resorting to any form of class action, , and (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this promotion but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives 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 entrant and/or Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without regard for conflicts of law doctrine, and all proceedings shall take place in Rock County in the State of Wisconsin.

## **WINNER LIST**

For the name of the winners of this Promotion, mail a self-addressed, stamped envelope to be received by July 31, 2014, to: Freedom Health LLC, "Colic Survey Prize Drawing Winners", 65 Aurora Industrial Parkway, Aurora, OH, 44202. Winner will also be posted on the SUCCEED website(s) at [www.succeed-equine.com](http://www.succeed-equine.com) and/or [www.coliccrusade.com](http://www.coliccrusade.com).