

The Every Pet Project Terms and Conditions

- **DONATION WILL BE MADE BY THE SPONSOR AND NOT BY ANY INDIVIDUAL.**
- **VOID IN PUERTO RICO AND WHERE PROHIBITED BY LAW.**
- **THE PROGRAM IS SUBJECT TO THESE TERMS AND CONDITIONS (“TERMS AND CONDITIONS”) AND ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS. PARTICIPATION IN THIS PROGRAM CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.**

1. **Program Overview And Charity Requirements:** The Every Pet Project (the “Program”) is a charity donation program in which participants nominate an eligible charity of their choice (each, a “Charity”) to receive a \$2,500 donation (the “Program Donation”) from Virbac Corporation (the “Sponsor”). To be considered an eligible Charity in this Program, the Charity must meet the following criteria:

- Charity must be US-based and must be in operation for at least one (1) year prior to the applicable drawing date as a registered 501(c)(3) organization.
- Charity must designate helping pets in need as part of its mission.
- Shelters must be no-kill shelters.
- Charity must agree as part of receiving the donation that their name can be used by Virbac in press releases and on the Virbac website as a recipient of the donation that may include use of photographic images or videos of the charity and/or its principals.

2. **Program Timing and Eligibility:** The Program begins on January 2, 2026, at 12:00 p.m. Eastern Time (“ET”) and ends on December 31, 2026, at 11:59:59 p.m. ET (“Program Period”). Participation in the Program is only open to legal residents of the 50 United States and the District of Columbia, who are 13 years of age or older. Void in Puerto Rico and where prohibited or restricted by law.

3. **How to Participate:** There are two (2) ways to participate in the Program, as set forth below:

- A. **Online:** During the Program Period, visit <https://us.virbac.com/everypetproject> (the “Website”) and submit your valid email address. Then, follow the on-screen instructions to compete and submit the entry form with your true and correct information, including your full name, email address, phone number, note if you are currently employed as a veterinary professional, agree to these Program Terms and Conditions, and select if you would like to receive SMS updates about the Program from the Sponsor. On the next page, nominate your Charity by entering the name of your Charity and your Charity’s city and state. You will also have the option to upload and submit a photograph or video of your pet. To upload a photograph or video, follow the on-screen instructions to select and upload your media, and add a brief caption (collectively, your “Content”). Accepted file formats are: .gif, .jpeg, .jpg, and .png. Maximum file size is 50 MB. All uploaded Content must comply with the Content restrictions below. You agree that by submitting Content in this Program your Content, along with your first name and last initial, may be included in the “Gallery of Goodwill” on the Website. Do not submit any Content you are not comfortable having publicly displayed.

Upon submission of your nomination and your optional Content, you may choose to follow the on-screen links to share the Program on social media.

You may return to the Website on subsequent days and submit your email address to submit another Charity nomination and/or upload additional Content. You will not need to complete another entry form. You may nominate the same Charity daily, or you may nominate another Charity, provided the Charity meets the eligibility criteria above.

Note: You may receive a link to the Website by using an SMS-enabled device and texting the keyword “PETS” to the short code 80160. Once the text message is received, you will be sent a follow up text message with a link to the Website. You may follow the link to log on to the Website and follow the steps above to participate in the Program. Each text message must be manually

key-stroked/entered. You are not required to send a text message to participate and may go directly to the Website to participate.

Message and data rates may apply. Not all mobile telephone providers carry the service necessary to participate in this Program and/or obtain a Website link. Your wireless provider may charge you for each text message you send and receive, including error messages. Consult your wireless providers' pricing plans. By texting "PETS" to 80160, you provide to the Sponsor your express electronic written consent for you to receive text messages using automated technology in response to your request related to the Program. Text messages may include links to the Program Website, confirmation messages regarding your participation, Charity selection results, and responses to your HELP/STOP requests. Message frequency varies. Consent to receive text messages is not required or a condition of any purchase. To opt-out of receiving text messages, text STOP to 80160. Text HELP to 80160 or contact help@promosupport.com for support.

- B. In-Person Event:** During the Program Period, attend a Virbac in-person event, and complete the provided entry form, including your full name, email address, phone number, the name of your Charity, Charity's city and state, and note if you are a veterinary professional, and return the entry form to Sponsor's event staff. By completing an entry form at an in-person event, you agree that your information will be digitized by Sponsor for the express purpose of the proper administration of the Program.

Limit: One (1) nomination per person per day during the Program Period, regardless of method of entry. A "day" is defined as a calendar day based on Eastern Time. All participants in this Programs are prohibited from making nominations by any fraudulent or inappropriate means. Nominations generated by script, macro or other automated means or which subvert or impair the integrity of the Program will be void. Any attempt to exceed the number of nominations permitted in this Program shall give the Sponsor the right to void the nominations in question.

- 4. Content Restrictions:** Any Content submitted in this Program must be suitable for public viewing and must communicate messages consistent with the positive images and goodwill to which Sponsor wishes to associate. Your Content must not include the consumption of alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promote any activities that may appear unsafe or dangerous; or promote any particular political agenda or message. Do not use content, images, or videos that are not your own. Any Content that includes trademarks, logos, copyrighted materials owned by others, or any personally identifiable information may be disqualified. You must have permission from any individual featured in your Content and must be able to provide sufficient written proof of such permission should the Sponsor request it.

By submitting any Content at the Website, including a photograph, video, and/or written caption, you hereby grant permission for your Content to be posted to the Gallery of Goodwill on the Website, or other Sponsor-owned or Program-related websites or social media accounts. You agree that Released Parties (defined below) are not responsible for any unauthorized use of your Content by third parties. Released Parties do not guarantee the posting of any Content.

Any participant who incorporates any intellectual property owned by a third party into his or her Content does so at their own risk. Without in any way limiting, expanding or amending the terms and conditions residing on the Website, which terms and conditions shall remain in full force and effect, if Sponsor is duly notified that any element of a participant's Content infringes upon the rights of another person and/or receives a legally valid request to remove the affected Content from the Website because of such infringement, such Content may be disqualified from the Program, as Sponsor may determine in its sole discretion. Each participant who submits Content in this Program represents and warrants as follows: (i) the Content is the participant's own original work; (ii) the Content does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with the participant, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the Content does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iv) the Content does not and will not violate any applicable laws, and is not and

will not be defamatory or libelous. Each participant hereby agrees to indemnify and hold the Released Parties harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

- 5. Selection of Charities and Donation Fulfillment:** On or about the first business day of each calendar month during the Program Period, the Sponsor will randomly select two (2) Charities from among all nominations received to receive a Program Donation, subject to review and vetting of the nominated Charity (each, a "Monthly Drawing"). Non-winning Charity nominations submitted throughout the Program Period will carry forward to subsequent Monthly Drawings. **The participant who nominated a winning Charity will not be making any donation in the Program and will not receive a receipt, nor will they be eligible to claim any charitable deductions on their tax returns as a result of this Program. Further, the participant who nominated a winning Charity will not receive any prize or other benefit from the Sponsor as a result of participating in this Program.**

Each winning Charity will receive a donation in the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500 USD) fulfilled in a manner determined by Sponsor. Sponsor will contact each winning Charity to arrange the Donation. Donations will be made within six (6) to eight (8) weeks after the Monthly Drawing.

Sponsor will communicate the winning Charities each month via text message updates (if a participant opted-in to receive such messages), and on their social media channels.

- 6. Limitation of Liability:** The Sponsor does not assume any responsibility for any disruption in the Program, including, but not limited to, the failure or interruption of any website or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Program materials and these Terms and Conditions, these Terms and Conditions shall prevail, govern, and control. In the event Sponsor is prevented from continuing with the Program by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Program by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each, a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Program. If, for any reason, the Program (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, a Force Majeure event/occurrence, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Program, then the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Program in whole or in part.

By participating in this Program, you agree that the Sponsor and each of its respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, damaged, incomplete, stolen, misdirected, or undeliverable entry forms, nominations, and/or Content; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of an entry form/nomination/Content or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Program; and (vii) any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Program.

By participating in this Program you agree: (i) to be bound by these Terms and Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of your rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Program; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Program, including, but not limited to, any Program-related activity or element thereof, participation or inability to participate in the Program; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) human error; (d) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; or (e) the negligence or willful misconduct by a participant.

7. **Privacy Policy:** Any personally identifiable information collected from a participant in the Program will be collected by Sponsor or its agents, and used by Sponsor and its respective affiliated companies and agents for administration and fulfillment of this Program as described in these Terms and Conditions, and in accordance with Sponsor's Privacy Policy as stated at <https://us.virbac.com/home/privacy-policy.html>.
8. **Governing Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Program will be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.
9. **Dispute Resolution:** The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in the State of Texas, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury, and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Program shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in the State of Texas. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in the State of Texas. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.
10. **General:** This Program is subject to all federal, state, and local laws and regulations. Any attempted form of participation in this Program other than as described herein is void. Sponsors reserve the right to disqualify any individual found, in their sole and absolute opinion, to be tampering with the operation of the Program, to be acting in violation of these Terms and Conditions or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Program. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE PROGRAM OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any

provision of these Terms and Conditions or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision, and such provision shall remain in full force and effect.

11. Sponsor: Virbac Corporation, 1301 Solana Blvd., Bldg. 2, Suite 2400, Westlake, TX 76262.

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