

The BARK Challenge

U.S. OFFICIAL RULES

This Contest is open to legal residents of the United States and the United Kingdom. If you are a resident of the United Kingdom, please scroll down to read the UK Official Rules.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

The BARK Challenge (“**Contest**”) is intended to encourage eligible designers (“**Entrants**” or “**You**”) to use their creativity to design a product that will be produced by BARK for its Super Chewer brand. Judges, members of BARK and the Almond School of Design, as well as an independent member of the panel, will choose the winning entries, and prizes will be awarded in accordance with these Official Rules (the “**Rules**”).

1. **BINDING AGREEMENT:** In order to enter the Contest, you must agree to the Rules. Therefore, please read these Rules prior to entry to ensure that you understand and agree to them. You agree that submission of an entry in the Contest constitutes agreement to these Rules. You may not submit an entry to the Contest and are not eligible to receive the prizes described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and Barkbox, Inc. and the Almond School of Design with respect to the Contest. Winning a prize is contingent on fulfilling all requirements set forth in these Rules.

2. **ELIGIBILITY:** The Contest is open only to natural persons who: (a) are legal residents of the United States of America or the United Kingdom; (b) are 18 years of age and older at the time of entry; and (c) have not previously had a design produced or that is currently in development for production to be sold or distributed in any market category. The Contest is void where prohibited by law. Employees, interns, contractors, officers, and directors of BARK, as defined below, and Almond School of Design (collectively, the “**Sponsors**”), and members of the Sponsors’ immediate family (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such employees, officers, and directors are not eligible to participate or win any prize. All potential winners are subject to verification before any prize will be awarded, and Sponsors reserve the sole right to determine eligibility.

3. **SPONSORS:** The Contest is sponsored by: (a) Barkbox Inc. (“**BARK**”), located at 221 Canal Street, Floor 2, New York, NY 10013, and (b) Almond School of Design, located 2 Mount Street, Manchester M2 5WQ United Kingdom.

4. **HOW TO ENTER: NO PURCHASE NECESSARY TO WIN.** The Contest begins on August 2, 2021 at 12:01 a.m. EST, and ends on September 3, 2021 at 12:01 p.m. EST (“**Contest Entry Period**”). To enter the Contest, visit the Contest website located at www.almond.school/challenges (the “**Contest Page**”) during the Contest Entry Period and

follow the instructions and template on the Contest Page to enter the Contest and submit design concepts and other materials (the “**Design**”) by the end of the Contest Entry Period. Designs must be submitted via the Contest Page. Designs can be presented in any format, but images and notes must follow the template provided on the Contest Page. Entrants may submit more than one Design. Sponsors are not responsible for lost, late, incomplete, invalid, damaged, corrupt, unintelligible or misdirected entries, which will be disqualified. As described further below, ten Entrants will be selected as finalists and must be available to virtually present their Design on September 17, 2021 between 11 a.m. and 1:30 p.m. EST (the “**Virtual Presentation**”).

5. DESIGN REQUIREMENTS: The Design and supporting materials must be an original, unpublished work for BARK’s Super Chewer brand that does not contain, incorporate, or otherwise use any content, material, or element that is owned by a third party or entity. Designs should be relevant for release during the months of October through December with the target market of customers in the United States. Designs should consider toy theme, character, play features, materials, durability and safety. Participants may not request assistance from employees of Sponsors. The Design should not include any content, material, or element that:

- a. is derogatory, offensive, threatening, defamatory, disparaging, libelous content or any content that is inappropriate, indecent, sexually explicit, profane, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group, person, animal, or otherwise does not comply with the theme and spirit of the Contest, as determined by Sponsors in their sole discretion.
- b. is unlawful, or otherwise in violation of or contrary to all applicable federal, state, or local laws or regulation including the laws or regulations in any locality where the Design and supporting materials are created.
- c. displays any third party advertising, slogan, logo, trademark, representation of characters indicating a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Contest, as determined by the Sponsors, in their sole discretion.
- d. violates a third party’s publicity, privacy or intellectual property rights.

Sponsors will evaluate the Designs and supporting materials to ensure that they meet the Design requirements. Sponsors reserve the right, in their sole discretion, to disqualify any Entrant who submits a Design and supporting materials that do not meet the Design Requirements. Incomplete entries or entries not complying with these Rules are subject to disqualification.

6. SELECTION OF POTENTIAL WINNERS: Within seven (7) days after the Contest Entry Period, Eligible Entries will be reviewed and judged by a panel consisting of members of BARK and the Almond School of Design, as well as an independent member of the panel (“**Judges**”). Each Design will be evaluated and scored based on the following criteria: (1) whether the design fits with BARK’s Super Chewer brand, (2) the likelihood that U.S. customers will understand and respond to the theme and character of the design, (3) the quality of the concept and how it is communicated, (4) the intended material, durability, safety, and play

feature considerations of the Design; and (5) in view of research of the market and the brand. The Judges will also take into consideration the appeal of the toy theme, character, and play features, and the practicality of the proposed materials, durability and safety. The Judges will select ten (10) qualifying Entries from all eligible Entries for prizes. Sponsors will contact the ten finalists via email on September 10, 2021 with an invitation to the Virtual Presentation to the Judges. The finalists must respond to Sponsors via email at the email address provided in the notification within seventy-two (72) hours of notification by Sponsors to confirm attendance at the Virtual Presentation. If (i) an Entrant's notification is undeliverable, (ii) the Entrant is in non-compliance with any of the Rules, (iii) the Entrant fails to respond within seventy-two (72) hours of notification, or (iv) an Entrant declines or otherwise fails to appear for the Virtual Presentation, the Sponsors may select another Entrant to take part in the Virtual Presentation or award an applicable prize to the Entrant who received the next highest overall score, at Sponsors sole discretion. The winning Design and runner up prize winners will be selected by the Judges and announced on September 20, 2021 at 11 a.m. EST. The prize winners will be identified on the Contest Page.

Sponsors' decisions as to the administration and operation of the Contest and the Judges' selection of potential and final winners are final and binding in all matters related to the Contest. Sponsors reserve the right to disqualify any Entrant or winner and may refuse to award any prize to a person who is ineligible or has violated any of the Rules, gained unfair advantage in participating in the Contest, or obtained winner status using fraudulent means. In the event that a potential winner is disqualified for any reason, Sponsors will award the corresponding prize to an alternate winner by selecting the Entrant with the next highest score as awarded by the Judges. All alternate potential winners are subject to all requirements set forth in these Rules.

7. **PRIZES:** All ten finalists will receive recognition by Sponsors. Specifically, the prizes will be:

a. **First Prize:** The first prize recipient will receive: (i) the selection of their Design to be utilized by BARK for its "Add to Box" program pursuant a grant of license, as described further below; (ii) \$2,000 from BARK, (iii) a 100% off voucher for any class of their choice at Almond School of Design, which is valid for two years; (iv) a 50% off voucher for a class of their choice at Almond School of Design, which is valid for two years; and (v) a virtual first place trophy; and (iv) a gift bundle from BARK worth approximately \$50.

b. **Second Prize:** The second prize recipient will receive: (i) a 100% off voucher for any class of their choice at Almond School of Design, which is valid for two years; (ii) a virtual second place trophy; and (iii) a gift bundle from BARK worth approximately \$50.

c. **Third Prize:** The third prize recipient will receive: (i) a 50% off voucher for any class of their choice at Almond School of Design, which is valid for two years; (ii) a virtual third place trophy; and (iii) a gift bundle from BARK worth approximately \$50.

d. Fourth through Tenth Prizes: Fourth through tenth prize recipients will receive a virtual trophy for honorable mention and a gift bundle from BARK worth approximately \$50.

Odds of winning a prize depend on the number of eligible entries received during the Contest Period. Prize details and availability are subject to change. Lost or stolen prizes will not be replaced. The prize does not include any other item or expense not specifically described in these Rules, and any such additional items or expenses are the sole responsibility of winner. Prizes may not be transferred or assigned. Only listed prizes will be awarded, and no other prizing or substitutions will be made. No more than the stated number of prizes will be awarded. In the event that Sponsors are unable to provide winners with a listed prize, Sponsors may elect to provide winners with the approximate value of such item in cash or award an alternate prize of comparable or greater value. Winners agree to accept the prizes "AS IS," and hereby acknowledge that Sponsors have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize, including express warranties (if any) provided exclusively by a prize supplier that are sent along with the prize. The value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes.

8. TAXES: AWARDS OF PRIZES TO POTENTIAL WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO SPONSORS ALL DOCUMENTATION REQUESTED BY SPONSORS TO PERMIT IT TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL AND LOCAL TAX REPORTING. TO THE EXTENT PERMITTED BY LAW, ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. In order to receive a prize potential winners must submit tax documentation requested by Sponsors or otherwise required by applicable law, to Sponsors or a representative of Sponsors or the relevant tax authority, all as determined by applicable law. All prize winners are responsible for ensuring that they comply with all applicable tax laws and filing requirements. If a potential winner fails to provide such documentation or comply with such laws, the prize may be forfeited and Sponsors may, in their sole discretion, select an alternate potential winner.

9. PUBLICITY; INTELLECTUAL PROPERTY RIGHTS: Except where prohibited by law, participation in this Contest constitutes your consent to Sponsors' use of: (i) your name, address, likeness, biographical and personal information, statements, photo, social media handle, personal website ("Likeness"), and (ii) Design (which includes any materials submitted in accordance with your entry) (Design and Likeness are, collectively, the "Content"). As between Sponsors and Entrant, the Entrant retains ownership of all intellectual property rights in and to the Content (excluding Sponsors' rights in their respective logos/trademarks). As a condition of entry, Entrant irrevocably grants to Sponsors (and those acting under Sponsors' authority) the absolute, perpetual, worldwide, fully transferable, fully sublicensable, royalty-free, and fully paid-up license without further payment, consideration, notice or permission to use, reproduce, adapt, modify, publish, distribute, publicly perform, copy, modify, edit, create derivative works from, display, perform, exhibit, distribute, transmit, broadcast, use, and otherwise fully exploit:

(a) the Design for any purpose and all purposes, including (without limitation) display on Sponsors' websites and on or in connection with Sponsors commercial use of the Design ("Design License"); and

(b) Entrant's Likeness in connection with Sponsors' permitted use of the Design or this Contest ("Likeness License" and, together with the Design License the "Licenses").

The Design License shall be exclusive (even as to Entrant) until December 31, 2022 at which time it shall convert to a non-exclusive license. The Likeness License shall be non-exclusive. For certainty, and without limitation, in connection with the Licenses Sponsors may use and permit to be used the Design or any part thereof, whether alone or in combination with other materials (including but not limited to text, data, images, photographs, illustrations, and graphics, video or audio segments of any nature), in perpetuity and in any media or embodiment now known or hereafter developed, in connection with Sponsors' (or its designees') advertising, promotion, publicity, trade, sweepstakes or contest promotions, activities, or materials.

Entrant waives and consents to any action of any Sponsor under the Licenses that would violate all moral rights in and to the Content, including (without limitation) all rights of attribution, paternity, and integrity and all rights to any compensation in, or accounting for, same.

Entries will not be returned. BARK retains all rights in its products and services, and entry into this Contest will in no case serve to transfer any rights that BARK has in its intellectual property rights to the Entrant. Entrant agrees to execute all documents requested by BARK necessary or desirable by BARK in further evidencing and perfecting the rights granted to Sponsor in connection with this Section 9.

10. ERRORS AND UNAUTHORIZED ACTIVITIES: In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including without limitation, fraud, virus or other technical problem, or any other reason beyond the control of Sponsors, Sponsors may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Rules; or (b) cancel or terminate the Contest and, if feasible, award the prizes from among all eligible entries received up to the time of the impairment. Sponsors reserve the right to modify prize award procedures. Sponsors reserve the right in their sole discretion to disqualify any individual they finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Rules or in a disruptive manner. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsors' failure to enforce any provision of these Rules shall not constitute a waiver of that provision.

11. RELEASE OF LIABILITY: By participating in this Contest, each Entrant agrees to release, indemnify, defend and hold Sponsors and their affiliates, directors, officers, employees, and agents and assigns, any other organizations related to this giveaway (the

“Released Parties”), harmless from any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys’ fees) arising out of, or in connection with, participation in this product giveaway or the acceptance, use, or misuse of any giveaway product. Sponsors are not responsible for: (i) late, lost, delayed, damaged, postage-due, incomplete, illegible, misdirected or undeliverable entries, responses, or other correspondence, whether by email or postal mail, or otherwise; (ii) theft, destruction, unauthorized access to or alterations of entry materials or giveaways; or (iii) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties. You agree that in any cause of action, the Released Parties’ liability shall be limited to the cost of entering and participating in the Contest and in no event shall the Released Parties be liable for attorneys’ fees or other legal costs. You further acknowledge that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to a prize including, without limitation, a prize’s quality, authenticity, or availability.

12. JURISDICTION: Entrants agree that any and all disputes, claims and causes of action arising out of or in connection with this Contest or any prizes awarded shall be resolved individually, without resort to any form of class action, exclusively by arbitration pursuant to the Rules of JAMS, then effective. Entrants further agree that under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, any damages whatsoever, including without limitation punitive, consequential, direct or indirect, or any other damages. All issues and questions concerning the validity, construction, interpretation, performance, and enforcement of the Contest and these Rules, or the rights and obligations of you and Sponsors, shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of New York.

13. DATA COLLECTION: Sponsors will be collecting personal data about entrants, in accordance with their privacy policies, which are available at www.barkbox.com/privacy-policy (BARK) and www.almond.school/privacy-policy (Almond). Pursuant to their privacy policies, Sponsors may utilize information provided by Entrants to send Entrants information about their services or other topics that are likely to be of interest, including newsletters, updates, or other communications. By submitting information to the Sponsors, each Entrant agrees to Sponsor’s collection and usage of the Entrant’s personal information and acknowledges that he/she has read and accepted Sponsors’ privacy policy. Information submitted by you will be collected by Sponsors’ systems based in the United States and such collection will be subject to applicable privacy laws depending on the country where you reside. Entrants may withdraw their personal data upon written request; however, the Entrants will be disqualified if personal data is withdrawn prior to the determination of the winners and fulfillment of the prizes.

14. WINNER’S LIST: For US residents: To obtain a list of the names of winners, mail your request and a self-addressed, stamped envelope, up to sixty (60) days after the close of the Contest, to BARK, Attn: Katie Lim, 221 Canal St., Floor 2, New York, NY 10013. Requests received without a self-addressed, stamped envelope will not be fulfilled.

The BARK Challenge
UK OFFICIAL RULES

1. The Sponsors

This Contest is sponsored by: (a) Barkbox Inc. (“**BARK**”), located at 221 Canal Street, Floor 2, New York, NY 10013, and (b) Almond School of Design, located 2 Mount Street, Manchester M2 5WQ United Kingdom, together (the "**Sponsors**")

2. The Contest

2.1. The title of the competition is The BARK Challenge (the "**Contest**")

2.2. The Contest is intended to encourage eligible designers to use their creativity to design a product that will be produced by BARK for its Super Chewer brand. Judges, members of BARK, the Almond School of Design and an independent member of the panel will narrow the entries down to a shortlist and will then select ten winning entries. Prizes will be awarded in accordance with these Official Rules.

2.3. Entry into the Contest is subject to your agreement with these Official Rules. Please read these Official Rules carefully prior to entry to ensure that you understand and agree to them.

3. How to enter

3.1. The Contest will run from 05:00 (British Summer Time) on 2 August 2021 (the "**Opening Date**") to 17:00 (British Summer Time) on 3 September 2021 (the "**Closing Date**") inclusive.

3.2. All Contest entries must be received by the Sponsor by no later than the Closing Date. All Contest entries received after the Closing Date are automatically disqualified.

3.3. To enter the Contest:

- (a) Visit the Contest website, located at www.almond.school/challenges during the Contest entry period and follow the instructions on the page.
- (b) Download a copy of the template found on the Contest website.
- (c) Submit your design concept and other materials online (as instructed on the Contest website) by the Closing Date.
- (d) Designs may be presented in any format, but images and notes must follow the template provided on the Contest website.

3.4. No purchase necessary and there is no charge to register for use of the website.

3.5. Entrants may submit more than one design.

- 3.6. The Sponsor will **not** accept:
- (a) responsibility for Contest entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
 - (b) proof of transmission as proof of receipt of entry to the Contest.
- 3.7. By submitting a Contest entry, you are agreeing to be bound by these terms and conditions.
- 3.8. The Contest entries will be judged by a panel of judges based on the judging criteria mentioned below. The decision of the panel of judges (acting reasonably) will be final.
- 3.9. The Sponsors will send the full names of the judges to anyone who writes within one month after the Closing Date of the Contest requesting details of the judges and who encloses a self-addressed envelope to the address set out on the Contest website.
- 3.10. The finalists of the Contest will be selected by the judges and must be available to virtually present their proposed design between 16:00 and 18:30 (British Summer Time) on 17 September 2021.

4. Eligibility

- 4.1. The Contest is only open to all residents in the UK aged 18 years or over, **except**:
- (a) employees, interns, contractors, officers and directors of the Sponsors or their holding or subsidiary companies;
 - (b) members of the immediate families (including parents, siblings, children, spouses, and life partners of each) or households of (a) above; or
 - (c) individuals who have previously had a design produced or that is currently in development for production to be sold or distributed in any market category in any jurisdiction.
- 4.2. The Contest will also be open to certain residents of the USA. If you are entering from the USA, please see the relevant US Official Rules for this Contest above.
- 4.3. It is important to note that access to the internet will be required in order to obtain full instructions on how to enter this Contest and in order to submit the Contest entry.
- 4.4. In entering the Contest, you confirm that you are eligible to do so and eligible to claim any prize you may win. The Sponsors may require you to provide proof that you are eligible to enter the Contest.
- 4.5. The Sponsors will not accept Contest entries that are:
- (a) automatically generated by computer;

- (b) completed by third parties or in bulk;
 - (c) illegible, have been altered, reconstructed, forged or tampered with; or
 - (d) incomplete.
- 4.6. Entries on behalf of another person will not be accepted and joint submissions are not allowed.
- 4.7. The Sponsors reserve all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize Contest.
- 4.8. Contest entries cannot be returned.

5. The prize

- 5.1. All ten finalists will receive a prize from the Sponsors. The prizes will be as follows:
- (a) First Prize: The first prize recipient will receive: (i) the selection of their Design to be utilized by BARK for its “Add to Box” program pursuant a grant of license, as described further below; (ii) \$2,000 from BARK, (iii) a 100% off voucher for any class of their choice at Almond School of Design, which is valid for two years; (iv) a 50% off voucher for a class of their choice at Almond School of Design, which is valid for two years; and (v) a virtual first place trophy; and (iv) a gift bundle from BARK worth approximately \$50.
 - (b) Second Prize: The second prize recipient will receive: (i) a 100% off voucher for any class of their choice at Almond School of Design, which is valid for two years; (ii) a virtual second place trophy; and (iii) a gift bundle from BARK worth approximately \$50.
 - (c) Third Prize: The third prize recipient will receive: (i) a 50% off voucher for any class of their choice at Almond School of Design, which is valid for two years; (ii) a virtual third place trophy; and (iii) a gift bundle from BARK worth approximately \$50.
 - (d) Fourth through Tenth Prizes: Fourth through tenth prize recipients will receive a virtual trophy for honorable mention and a gift bundle from BARK worth approximately \$50.
- 5.2. The odds of winning a prize will depend on the number of eligible entries received by the Sponsors. The top ten prizes will be awarded across entrants in the UK and in the USA.
- 5.3. The Sponsors reserve the right to substitute the prize with the approximate value of the item in cash or a prize of equal or greater value.
- 5.4. The prize does not include any other item or expense not specifically described above, and any such additional items or expenses are the sole responsibility of the winner.
- 5.5. Lost or stolen prizes will not be replaced.

- 5.6. The prize is not negotiable or transferable.
- 5.7. The winners shall be responsible for any required tax payment or reporting and compliance with any and all applicable tax laws.

6. Winners

6.1. The judges shall within seven days of the Closing Date, review the eligible entries and evaluate them based on the design criteria and judging criteria listed below.

6.2. Design criteria:

- (a) the design and supporting materials must be an original, unpublished work that does not contain, incorporate, or otherwise use any content, material, or element that is owned by a third party or entity;
- (b) designs must be the Contest entrant's own work and the entrant must not have had assistance from employees of the Sponsors;
- (c) designs should be relevant for release during the months of October through December with the target market of customers in the United States;
- (d) designs should consider toy theme, character, play features, materials, durability and safety;
- (e) the design should not include and content, material, or element that:
 - (i) is derogatory, offensive, threatening, defamatory, disparaging, libelous content or any content that is inappropriate, indecent, sexually explicit, profane, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group, person, animal, or otherwise does not comply with the theme and spirit of the Contest, as determined by Sponsors in their sole discretion;
 - (ii) is unlawful, or otherwise in violation of or contrary to all applicable laws or regulation including the laws or regulations in any locality where the design and supporting materials are created;
 - (iii) displays any third party advertising, slogan, logo, trademark, representation of characters indicating a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Contest, as determined by the Sponsors, in their sole discretion;
 - (iv) violates a third party's publicity, privacy or intellectual property rights.

6.3. Judging criteria:

- (a) whether the design fits with BARK's Super Chewer brand;
- (b) the likelihood that US customers will understand and respond to the theme and character of the design;

- (c) the quality of the concept and how it is communicated;
 - (d) the materials, durability, safety and play features;
 - (e) the likely success of the product in light of BARK's research of the market and the brand; and
 - (f) the entrant's knowledge of the market and the brand.
- 6.4. The judges will select ten finalists and will contact such finalists via email on 10 September 2021 with an invitation to the virtual presentation to the judges to select the winners. The finalists must respond to the Sponsors via email at the email address provided in the notification within seventy-two hours of notification by the Sponsors to confirm their attendance at the virtual presentation.
- 6.5. In the event that the finalist's notification is undeliverable, the finalist is found to be in breach of these Official Rules, the finalist fails to respond within seventy-two hours, or the finalist declines or otherwise fails to appear at the virtual presentation, the judges may select another entrant to become a finalist.
- 6.6. The decision of the judges is final and no correspondence or discussion will be entered into.
- 6.7. The Sponsors must either publish or make available information that indicates that a valid award took place. To comply with this obligation the Sponsors will publish the surname and county of the prize winners on the almond.school website on 20 September 2021 at 16:00 (British Summer Time) ("**Announcement Date**").
- 6.8. If you object to any or all of your surname, county and winning entry being published or made available, please contact the Sponsors at info@almond.school. In such circumstances, the Sponsors must still provide the information and winning entry to the Advertising Standards Authority on request. The Sponsors may also still provide the information where required in accordance with any mandatory US law.
- 6.9. The Sponsors will contact the winner personally as soon as practicable after the Announcement Date, using the telephone number or email address provided with the Contest entry.
- 6.10. The Sponsors reserve the right to disqualify any entrant or winner and may refuse to award a prize to any person who has not met the eligibility criteria or has violated any of these Official Rules, gained unfair advantage or obtained winner status by fraudulent means. In the event that a potential winner is disqualified for any reason, the Sponsors will award the corresponding prize to an alternate winner by selecting the entrant with the next highest score as awarded by the judges.

7. Claiming the prize

- 7.1. The Sponsors will contact the winners after the Announcement Date using the contact information provided by the winners in their Contest entry to arrange delivery of the relevant prizes.
- 7.2. The prize may not be claimed by a third party on your behalf.
- 7.3. The Sponsors will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, the Sponsors reserve the right to offer the prize to the eligible entrant with the next highest score.
- 7.4. The Sponsors do not accept any responsibility if you are not able to take up the prize.

8. Limitation of liability

Insofar as is permitted by law, the Sponsors, each of its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Sponsors, their agents or distributors or that of their employees. Your statutory rights are not affected.

9. Ownership of Contest entries and intellectual property rights

- 9.1. Except where prohibited by law, by entering into the contest, you consent to the Sponsors' use of your design (including any materials submitted in accordance with your entry).
- 9.2. You shall retain all ownership of intellectual property rights in the design you submit to the Contest, however the Sponsors shall retain ownership of their respective logos and trademarks.
- 9.3. By submitting your Contest entry and any accompanying material, you agree to:
 - (a) irrevocably grant each of the Sponsors (and those acting under the Sponsors' authority) a perpetual, worldwide, transferrable, sublicensable, royalty-free, fully paid-up licence to use, reproduce, adapt, modify, publish, distribute, publicly perform, copy, edit, create derivative works from, display, perform, exhibit, distribute, transmit, broadcast and otherwise fully exploit the design (and accompanying materials) you submit to the contest; and
 - (b) waive and consent to any action of the Sponsors under the licence that would violate any moral or other rights, in and to your Contest entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled.
- 9.4. The licence granted in section 9.3 above shall be sole and exclusive until 31 December 2022 and it shall thereafter automatically convert to a non-exclusive licence.

- 9.5. You acknowledge that the Sponsors may, but are not required to, commercialise any design you submit to the Contest.
- 9.6. The Sponsors shall have the right to use your design (and any accompanying materials) or any part thereof, whether alone or in combination with other materials, in perpetuity and in any media or embodiment now known or hereafter developed in connection with the Sponsors' (or its designees') advertising, promotion, publicity, trade, sweepstakes or contest promotions, activities or materials.
- 9.7. BARK retains all rights in its products and services and entry into this Contest will in no case transfer any rights that BARK has in its intellectual property to the entrant.
- 9.8. Where necessary, you agree to execute all documents requested by the Sponsors in order to give effect to or evidence the rights granted in this section 9.
- 9.9. All Contest entries and any accompanying material submitted to the Sponsors will not be returned to the relevant entrants.

10. Data protection and publicity

- 10.1. The Sponsors will only process your personal information as set out in their Privacy Policies (www.barkbox.com/privacy-policy and www.almond.school/privacy-policy).
- 10.2. Personal data submitted by you may be publicised in accordance with section 6.7 and 6.8 above.
- 10.3. Personal data submitted by you will be collected by the Sponsors' systems based in the United States and such collection will be subject to applicable privacy laws. Entrants to the Contest may withdraw their personal data upon written request, however, the entrants will be disqualified if their personal data is withdrawn prior to the determination of the winners and the fulfilment of the prizes as such personal data is required in order to assess your entry and to communicate with the winners.

11. General

- 11.1. If there is any reason to believe that there has been a breach of these terms and conditions, the Sponsor may, at its sole discretion, reserve the right to exclude you from participating in the Contest.
- 11.2. The Sponsor reserves the right to hold void, suspend, cancel, or amend the Contest where it becomes necessary to do so.
- 11.3. These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England.