

The “Doggy Vacay” Contest

Terms and Conditions

1. Eligibility

- 1.1. The **Doggy Vacay** contest (the “**Contest**”) is open to legal residents of their respective countries where not prohibited by law, who are eighteen (18) years of age or older at the time of entry, who have Internet access and a valid E-mail account prior to the beginning of the Kick-Off Date, as defined below, and own a dog which meets the following requirements (“**Dog**”):
 - (a) It received a rabies vaccine in the 10-months period prior to 30 days before the Kick-Off Date, as defined below;
 - (b) It is not one the following dog breeds: American Staffordshire Bull Terrier (Amstaff), Bull Terrier, Argentinean Dogo, Japanese Tosa, Staffordshire Bull Terrier (English Staff), Pitt Bull Terrier, Brazilian Fila and Rottweiler;
 - (c) Its weight does not exceed 20 lbs;
 - (d) It has been in its owner's possession at least since July 22, 2017;
 - (e) It is well trained and friendly to humans.
- 1.2. Employees of Vibe Israel (R.A) (the “**Organizer**”), its affiliate corporates as well as their immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible.
- 1.3. The Contest is subject to all applicable federal, state, provincial, municipal, territorial and local laws and regulations and is void where prohibited by law.
- 1.4. Participation constitutes participant's full and unconditional agreement to these Terms and Conditions and Organizer's decisions, which are final and binding in all matters related to the Contest. Winning the Prize is contingent upon fulfilling all requirements set forth herein.

2. Timing and Registration

- 2.1. The Contest begins on August 23, 2017 (the “**Kick-Off Date**”) at 14:00 United States Eastern Time (“**ET**”) and ends on September 12, 2017 at 23:59 ET (the “**Contest Period**”). Winners of the Contest shall be announced by Organizer, as outlined below, on September 15, 2017.
- 2.2. The Contest Period is subject to changes at the sole discretion of the Organizer.
- 2.3. During the Contest Period, people who meet with the requirements stated in Section 1 above and wish to participate in the Contest (“**Participants**”) must create an account in <http://www.doggyvacayisrael.com> (the “**Website**”) by providing, *inter alia*, their full name, E-mail address, their Dog’s name and weight. In addition, Participants must

provide via the Website reasons why they and their Dog deserve to win the Contest (the “**Written Reasons**”).

3. The Contest

- 3.1. During the Contest Period, Participants must upload to *Instagram* and/or *Facebook* and/or *Twitter* an original photo of their Dogs wearing sunglasses, with the hashtag “#doggyvacay” (the “**Photo**”).
- 3.2. All Photos must be uploaded by the end of the Contest Period. Failure to upload the Photo will disqualify a Participant's registration through the Website. Failure to add the hashtag “doggyvacay” to the Photo post will render Organizer's ability to locate the Photo online futile and said Participant's registration will be disqualified.
- 3.3. Five (5) winners and their Dogs will be selected from the Participants, as detailed below.
- 3.4. The Contest is sponsored by the Organizer and is governed by these Terms and Conditions. This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or Twitter. Any questions, comments or complaints regarding the Contest will be directed to the Organizer, not to Facebook, Instagram or Twitter.

4. Guidelines regarding the Photos

- 4.1. If any individuals other than the Participant appear in the Photo, the Participant must have the permission of the individuals (or their parent’s or legal guardian’s permission if individuals are minors) to use their name and/or image while uploading the Photo.
- 4.2. By uploading the Photo, each Participant represents and warrants that uploading the Photo (i) does not infringe any other person’s or entity’s rights; and (ii) has not been submitted previously in a competition of any kind.
- 4.3. Any Photo must not contain any unauthorized third-party owned material such as, but not limited to, trademarks, logos, music, depictions of actors and the like. Additionally, participant represents and warrants that he will not have and will not acquire any trademark rights, copyrights, or any other rights in or to Organizer’s trademarks, trade names, logos or other intellectual property. Organizer specifically reserves all its rights to protect its intellectual property against any infringement or other illegal or improper use.
- 4.4. In addition, Photos shall be considered ineligible and disqualified if, at the sole discretion of the Organizer, they do not clearly follow these Terms and Conditions or if they contain language or images that are in any way threatening, abusive, offensive, defamatory, invasive of another's privacy, in breach of confidence, embarrassing to any person or likely to deceive any person, hateful, blasphemous, pornographic, or racially, ethnically or otherwise objectionable or which constitutes or encourages

conduct that would be considered a criminal offence or otherwise contrary to any law or appear contrary to the spirit of the Contest.

- 4.5. Violation of any of the conditions stated in this Section 4 above will result in the disqualification of the Photo and an alternative Photo meeting the requirements of this Section 4 above must be uploaded by the Participant within the Contest Period. Organizer shall not be required to notify Participant that his/her Photo does not meet the requirements of this Section 4 above, or that his/her registration has been disqualified as per Section 3.2 above.

5. Selection of Winners

- 5.1. Organizer will select five (5) Contest winners (the "**Winners**") and five (5) reserve winners, who will constitute the Winners if any of the Winners do not wish or will not be able to exercise their entitlement to the Prize (the "**Reserve Winners**").
- 5.2. Winners and Reserve Winners shall be selected from all eligible Participants and their Dogs, on or around September 12, 2017 (the "**Selection Period**").
- 5.3. The Winners and the Reserve Winners shall be selected by a special committee operated by Organizer (the "**Committee**"). The criteria for examining the winners of the Contest are, *inter alia*, the Dog's weight, breed, the originality of the Photo, the amount of "*likes*" the Photo received and the Written Reasons' creativity.

For the avoidance of doubt, the Committee reserves the right to select the Winners and the Reserve Winners in its sole discretion and is not obliged to rely on any of the aforesaid criteria.

For further avoidance of any doubt, there is no element of chance involved in this Contest, and it is therefore not governed by state or federal laws relating to sweepstakes.

- 5.4. During the Selection Period, the Organizer shall notify the Winners and Reserve Winners regarding their applicable winning status by E-mail (the "**Winner Notification E-mail**").
- 5.5. Winners shall be required to sign and return a consent form (in accordance with instructions which shall be given by the Organizer) (the "**Consent Form**") which must be received at Organizer's E-mail (doggyvacay@vibeisrael.com) within forty-eight (48) hours after the Winner Notification E-mail has been sent.
- 5.6. Receiving the Prize is contingent upon compliance with the provisions of this Section 5 above. If a Winner cannot be contacted or for any reason fails/refuses to sign and return the Consent Form, or for any reason is disqualified from the Contest, or for any reason is unsuccessful in obtaining the necessary vaccinations and approvals for his/her Dog, a Reserve Winner (selected by the Committee's sole discretion) shall be selected to receive the Prize in his/her stead.

6. Eligibility-Compliance Period

Between September 15, 2017 and October 1, 2017 (the “**Eligibility-Compliance Period**”), each Winner and each Reserve Winner shall obtain the following necessary paperwork and approvals:

- 6.1. ensure his/her Dog performs the requisite veterinary tests (including a rabies antibody test);
- 6.2. obtain a confirmation of the Dog's health from the veterinarian;
- 6.3. engage and ensure coverage of the appropriate health insurances for him/her and his/her Dog;
- 6.4. ensure that his/her Dog meets the conditions required for the entrance of dogs into the State of Israel, as detailed in Appendix A;
- 6.5. confirm that s/he and his/her Dog can meet the Prize Flights schedules listed below.

7. The Prize

- 7.1. There are five (5) Prizes available.
- 7.2. Subject to verification of eligibility and compliance with these Terms and Conditions, Winners shall receive lodging (in standard hotel room, including 3 meals per day) and economy class airfare for them and their Dogs, in addition to various other attractions as shall be further described in the Program, as defined below. Additional expenses shall be at the expense of the Winners.
- 7.3. Prizes are non-transferable and no substitution will be made. To the extent relevant, Winners are responsible for all taxes and fees associated with Prize receipt and/or use.

8. The Prize Flights

- 8.1. The flights shall depart on October 21st or 22nd 2017 from an international airport in New York to Ben Gurion Airport in Tel Aviv with a return flight on October 26th 2017 (the “**Prize Flights**”).
- 8.2. The airfare for the Prize Flights shall be borne by Organizer, however, any internal flights within the United States or any additional costs incurred in changing the dates of the Prize Flights at the behest of the Winner, shall be borne solely by the Winner.
- 8.3. The Dogs shall travel in cargo or with their owners, pursuant to the airline’s policy and/or the Dog’s weight.
- 8.4. Each Winner is responsible for supplying a crate for transportation of his/her Dog - that complies with international air travel requirements for travel with pets.
- 8.5. Winner acknowledges that Dogs may die in flight and Organizer shall not be held liable therefor.

9. The Program

- 9.1. Winners are required to comply with the full requirements of Appendix A and to sign the declaration in the form attached hereto as Appendix B.
- 9.2. Prior to the Prize Flights, Organizer shall provide Winners with a program outline which shall describe the schedule for each day (the "**Program**"), including activities and "free-time".
- 9.3. Participation in all Program activities is mandatory and Winner undertakes to share his/her experiences during the duration of the Program on various social media platforms (*Facebook, Instagram, Twitter* etc.), daily, with the hashtag #doggyvacay.
- 9.4. The Winners are aware that as an integral part of the Program, they (and their Dog) may be recorded both in stills and videos, for promotional purposes and for a concluding video clip. Such records will be published in various media means in Israel and abroad and shall be the exclusive property of the Organizer. The Winners waive any claim and/or demand in regard with the infringement of their privacy and/or ownership of such records. The Winners are further aware that the Contest may be covered by local and international media platforms, and consent to participate in interviews and broadcasts in connection with the Contest.
- 9.5. The Winners are solely responsible and will bear all expenses in connection with the health of their Dog (including their safety), even during their stay in Israel (including diseases discovered during their stay in Israel). In addition, the Winners are solely responsible if their dogs are lost and/or stolen.
- 9.6. For the avoidance of doubt, following Winner's execution of the Consent Form, Winner will be required to attend the Prize Flights and participate in the Program, and Winner agrees to indemnify Organizer in the amount of USD 30,000, reflecting the value of the Prize, in the event Winner fails to make the flight and/or participate in the Program.

10. Release

By receipt of any Prize, Winners agree to release and hold harmless Organizer and respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and Prize suppliers, and its parent companies and each such company's officers, directors, employees and agents (collectively, the "**Released Parties**") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any Prize.

11. General Conditions

- 11.1. In the event that any Reserve Winner is entitled to exercise any Prize, s/he shall be liable to the Organizer as each Winner is bound by these Terms and Conditions, *mutatis mutandis*.
- 11.2. The Organizer shall not be responsible for delays or failures in performance of its obligations herein resulting from acts beyond the control of Organizer; such acts to include Prize Flights cancelation and/or delays, natural disasters, labor conflicts, acts of war or civil disruption, or governmental regulations imposed after the fact.
- 11.3. Organizer reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Organizer in its sole discretion.
- 11.4. Organizer reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the registration process or the operation of the Contest or to be acting in violation of these Terms and Conditions of this or any other promotion or in an unsportsmanlike or disruptive manner.
- 11.5. 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, Organizer reserves the right to seek damages from any such person to the fullest extent permitted by law.
- 11.6. Organizer's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

12. Limitations of Liability

- 12.1. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Participants, 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 registration process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of registrations; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Contest or receipt or use or misuse of any Prize.
- 12.2. If for any reason a Participant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Participant's sole remedy is another registration to the Contest, if it is possible.

13. Disputes

- 13.1. Except where prohibited, Participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the Courts of Tel Aviv – Jaffa, Israel; (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 Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, indirect, 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.
- 13.2. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the Participant and Organizer in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Israel 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 Israel.

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Appendix A

Regulatory Criteria for Entering Israel with your Dog

Winners and their Dogs must meet the following criteria necessary to obtain approval for Dog's entry into Israel:

1. Microchip

To enter Israel, first your Dog must be microchipped with an ISO 11784/11785 pet microchip that has 15 digits and is non-encrypted. If your pet's microchip is not ISO 11784/11785 compliant, you can bring your own microchip scanner.

2. Vaccinations

Once your Dog is microchipped, it must be vaccinated for rabies no sooner than 30 days and no later than 12 months prior to entry. Note that Israel does not recognize 2 and 3 year vaccines.

3. Blood Titer Test

A Blood Titer Test (RNATT) is required no sooner than 30 days* after the rabies vaccination. Samples must be processed at approved laboratories. *If your pet received an annual booster vaccination and its previous vaccination was a one year vaccination and had not expired at the time of the booster, then the 30-day wait does not apply. There is no minimum wait time to enter Israel after the titer test results are

