

CONTEST RULES – THE WEBVET DOG DAYS OF SUMMEER 2009 PHOTO CONTEST

NO PURCHASE NECESSARY. INTERNET ACCESS IS REQUIRED.

1. **Contest Period:** The WebVet Dog Days of Summer Photo Contest 2009 (the "Contest") begins at 12:01 am, Eastern Time ("ET") on October 9, 2009, and ends at 11:59:59 pm, ET on November 9, 2009 (the "Contest Period").

2. **How To Enter:** To enter the Contest, visit <http://www.webvet.com/main/DogDays2009> (the "Contest Website") during the Contest Period, click on the promotion link for the Contest, complete all required registration information for the Contest, and upload (in the manner described on the Content Website) up to three still photos of your dog that showcases why your dog is the "Top Dog of the Summer of 2009" (your "Entry"). (The person submitting the photos referred to herein as the "Entrant" and each Entrant and Entry must meet all qualifications and requirements set forth in these Contest Rules.)

Each Entrant can enter up to two photos per dog; more than two Entries for the same dog from an Entrant may result in disqualification of all Entries submitted by that Entrant. No Entries are permitted from or on behalf of an Entrant who earns money through exploitation of photographic images of their dog professionally.

Entrants may be required to submit, upon WebVet's request, a release form from each person appearing in an Entry that permits Entrant to include them in the Entry and gives Entrant and WebVet all rights necessary to submit the Entry for all purposes and uses described in these Contest Rules. If there are minors in the Entry, the release form, if required, must be signed by the minor's legal guardian..

By entering the Contest, Entrant understands that the Entry, unless disqualified by WebVet's in its discretion, will be posted online for site visitors to view and vote on. In the event of a dispute as to the identity of an Entrant, the Entrant will be deemed the name appearing on the Entry.

Normal Internet access and usage charges imposed by Entrant's online service will apply.

3. **Entry Requirements:** In order to be entered into the Contest, Entrants must comply with registration instructions when submitting their video. The photos must be in one of the following formats: .jpeg, .gif, or .png. The Entry shall not contain obscene, lewd or inappropriate images or text or acts that appear to cause harm, as determined in WebVet's sole discretion. Any Entry that, in WebVet's sole discretion, (i) violates the preceding sentence, (ii) contains any third party materials for which Entrant has not secured all appropriate rights, permissions and licenses, (iii) violates or infringes (or may infringe) any copyright, trademark, logo, mark that identifies a brand or other proprietary right of any person living or deceased (including but not limited to rights of privacy or

publicity or portrayal in a false light) or any entity, (iv) appears to have resulted in any injury or bodily harm to any person or animal, and/or (v) is otherwise objectionable, will not be considered and may disqualify the Entrant. If, for any other reason, your photo cannot be posted to the site, a representative from WebVet will notify you via email.

[Clothing worn in the video, or any object, goods, or product seen in the video, should not contain any visible logos, drawings, cartoons, phrases, trademarks, identifiable marks or other third party materials. Entrant shall not copy or plagiarize the Entry or any material contained therein from any source, and the Entry shall be original with Entrant.

WebVet has the sole discretion to determine whether a submission meets the requirements of and will be considered as an Entry in the Contest. All Entries become the property of WebVet and will not be acknowledged or returned. Entrants acknowledge that WebVet shall have the right to edit, adapt, modify, reproduce, promote and otherwise use Entries in any way it sees fit, in all media worldwide, in perpetuity, without any further approval thereof or therefor by Entrant. Automatic, script, macro or robotic Entries submitted by individuals or organizations will be disqualified.

By submitting an Entry, Entrant waives any rights it may have to the Entry submitted, whether statutory or common law rights (including all so-called moral rights).

4. **Eligibility:** Subject to all applicable laws, the Contest is open to all individuals (not companies or entities) who are 18 years of older as of the date their Entry is submitted. employees, directors, shareholders, agents, members and officers of WebVet, its affiliated companies, its promotional and judging agencies, as well as immediate family members of all such employees and all persons residing at the same address as such employees are not eligible to participate in the Contest or to win.

5. **Judging/Voting:** The winner will be selected by voting on the Contest Site by site users by giving Entries one to four “paws.” Only one vote by each site user for each Entry is permitted. WebVet reserves the right to exclude all votes from a site user if a site user has multiple votes for the same Entry. The Entry with the highest number of “paws” will be the “Top Dog” winner; the three entries with the next greatest number of “paws” will be the runners-up. If there’s a tie that would result in more than one Top Dog or more than three runners-up, the Entries involved in the tie will be judged by an independent qualified judge selected by WebVet in its reasonable discretion and such judge shall break the tie and determine the identity of the Top Dog and/or the runners-up. The judge’s decision shall be final. Winners will notified by November 15, 2009 by email.

6. **Prize:** There are no cash or other prizes of monetary value. But the Top Dog and the runners-up will be featured prominently on webvet.com and the WebVet blog. Winners will also have unlimited bragging rights.

7. **General:**

a. All Entrants as a condition of Entry into the Contest, hereby agree to and do release WebVet, its parents, subsidiaries, affiliated companies, vendors (including but not limited to website hosting company, server host, etc.), representatives, promotional and advertising agencies, attorneys, officers, directors, shareholders, members, employees, agents, assigns and all others associated with the development and execution of this Contest (collectively the "Released Parties") from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with the Contest.

b. The Released Parties are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender, by any of the equipment or programming associated with or utilized in this Contest which may limited the ability to participate in the Contest (whether as an Entrant, a voter or otherwise), or by any human error which may occur in the processing of the Entries in this Contest.

c. Entrants understand and acknowledge that during the Contest Period, the Entries and/or Entrants (i) may be posted on the Contest Website or other websites on the Internet, (ii) may be included, mentioned and/or discussed on national, cable or local television, radio or other media, and/or (iii) may be written about or discussed in newspapers, magazines, ads, blogs, chat rooms, bulletin boards and elsewhere. Entrants understand and acknowledge that the Released Parties may have no control over what is mentioned, posted, or otherwise discussed, or where it is mentioned, posted, or otherwise discussed, as set forth in the prior sentence, and Entrants hereby release the Released Parties from and against any actions, claims, injuries, losses or damages caused or potentially caused, directly or indirectly, by any such postings, mention, discussion, writings, comments, etc.

c. Entry into the Contest constitutes permission for WebVet to use all Entries for promotional purposes (including any possible public relations opportunities), in perpetuity, in all media (whether now known or hereafter invented) worldwide, without further compensation except where prohibited by law.

d. WebVet reserves the right, in its sole discretion, to disqualify the Entry of any individual who tampers with or attempts to temper with the Entry process or the operation of the Contest or the Contest Website, who violates these Contest Rules, who acts in an unsportsmanlike or disruptive manner, or who acts in a manner that may annoy, abuse, threaten or harass any other person or animal.

e. WebVet reserves the right to cancel, terminate or modify the Contest if it cannot be completed as planned for any reason, including but not limited to: infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or corruption of any sort.

f. All disputes regarding or relating to the Contest shall be resolved exclusively in the federal and state courts of the State of New York in accordance with the laws of New York, to whose jurisdiction Entrants and WebVet submit, with venue lying in the Borough of Manhattan, without resort to any form of class action. Attorney's fees and costs shall be awarded to the prevailing party.

g. By entering this Contest, Entrant accepts and agrees to be bound by these Contest Rules and to the decisions of the Contest judge and WebVet for the Contest, all of which are final.

8. **Winner:** For the name of the Top Dog winner and the three runner-ups, available on or about November 15, 2009, either check the Contest Website through November 29, 2009 or send a request along with a stamped, self-addressed envelope by November 29, 2009, to: WebVet Dog Days of Summer 2009 Photo Contest, 235 West 75th Street, Suite 7G, New York, NY 10023.

9. **Sponsor of Contest:** The Sponsor of the Contest is WebVet, LLC (referred to above as "WebVet"), 235 West 75th Street, Suite 7G, New York, NY 10023.