



BARK SNACK PACK SURPRISE INSIDE PROMOTION

OFFICIAL RULES

1. **NO PURCHASE NECESSARY TO ENTER OR WIN.**
2. **HOW TO ENTER:** Beginning on March 1, 2024 at 12:00am EST through February 28, 2025 at 11:59pm EST (the “**Entry Period**”), scan the QR code on a bag-sealing sticker inside the box of select Barkbox dog treats and follow the instructions to digitally scratch off to reveal your special surprise in the BARK Snack Pack Surprise Inside Promotion (the “**Promotion**”). The Promotion will run through the Entry Period or sooner if the prizes identified below are all awarded before the end of the Entry Period. You may not scan a QR code inside a box more than once to receive multiple scratch offs, including by using multiple identities or devices in an attempt to circumvent the rules. No individual may receive more than 5 scratch offs in a calendar month, regardless of how many boxes purchased. Use of any robotic, automatic, programmed, or similar entry method, or entering more than the number of times permitted, will void all entries and result in disqualification.

Free Alternative Method of Entry: To enter without purchasing a box of Barkbox dog treats, you visit the following website <https://www.barksurpriseinside.com> and follow the instructions. No individual may receive more than 5 scratch offs in a calendar month. Use of any robotic, automatic, programmed, or similar entry method, or entering more than the number of times permitted, will void all entries and result in disqualification.

3. **ELIGIBILITY:** This Promotion is open to natural persons who are: (a) residents of the 50 United States and District of Columbia, and (b) 18 years of age and older. Employees, interns, contractors, officers and directors of BARK, Inc. (“**Sponsor**”), their affiliates, subsidiaries, and agents (collectively “**Promotion Parties**”) and members of their 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. By entering this Promotion, participants accept and agree to be bound by these official rules and represent that they satisfy the eligibility requirements. All potential winners are subject to verification before any prize will be awarded, and Sponsor reserves the sole right to determine eligibility. Void where prohibited. By entering this Promotion, entrant accepts and agrees to these Official Rules and the decisions of the Sponsor, which shall be final in all matters.
4. **PRIZES:** All eligible entrants will receive a digital experience, a coupon or an item as more fully identified below:
 - 600 12 month subscriptions to Barkbox or Super Chewer (retail value \$420);



- 600 12 month subscriptions to Bright Dental product (retail value \$384);
- 600 Mascot Toy Bundle (retail value \$29.97); and
- 600 Treat Boxes (retail value \$20.97)

Winners will be selected at random. Odds of winning the above prizes depend on the number of eligible entries received. No substitution or transfer of prize permitted by winner. Sponsor reserves the right to substitute a prize of equal or greater value. If a potential winner is disqualified for any reason, or if Sponsor is unable to contact a winner, Sponsor may award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Except where prohibited by law, acceptance of a prize also constitutes permission to the Sponsor to use winner's name, likeness, and biographical information for marketing purposes without further compensation or right of approval, unless prohibited by law. All federal and state laws apply.

5. **LIMITATION OF LIABILITY:** By entering this Promotion, entrants waive all right to, and hold the Promotion Parties – as well as, if applicable, social media channels on which this Promotion is promoted – 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 Promotion or the acceptance, use, or misuse of any prize. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. Promotion Parties will not be responsible for: late, incomplete, or incorrect entries; an entrant's failure to receive prize notices due to entrant's spam, junk e-mail, or other security settings or for entrants' provision of incorrect or otherwise non-functioning contact information; technical, hardware, or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or used in this Promotion; by any human error which may occur in the processing of the entries in this Promotion; or any typographical, technological, or other error in the publishing of the offer, administration of the Promotion, or announcement of the prizes. If, in the Sponsor's opinion, there is such an error, or there is any suspected evidence of tampering with any portion of the Promotion, or if technical difficulties (including viruses and bugs) compromise the integrity of the Promotion, Sponsor reserves the right to request that the Sponsor, in its sole discretion, cancel or modify this Promotion in a manner deemed appropriate by the Sponsor. In the event of termination, winners will be selected from among all eligible entries received as of date of termination. In the event a dispute arises as to the identity of a potentially winning entrant, entries will be declared made by the name on the online entry form.
6. **TAXES:** THE PRIZE TO THE POTENTIAL WINNERS IS SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO SPONSOR ALL DOCUMENTATION REQUESTED BY SPONSOR 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 WINNER. In order to receive a prize, potential winners must submit tax documentation requested by Sponsor or otherwise required by applicable law, to Sponsor or a representative of Sponsor or the relevant tax authority, all as determined by applicable law. The prize winner is 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 Sponsor may, in its sole discretion, select an alternate potential winner.

7. **CHOICE OF LAW AND FORUM:** Entrant agrees that all matters arising out of or relating to this Promotion and these Official Rules are governed by, and construed in accordance with, the laws of New York, without giving effect to any of its conflict of laws provisions thereof. Entrant further agrees that any legal suit, action, or proceeding arising out of or relating to this Promotion and these Official Rules shall be brought exclusively in the applicable federal or state courts located in New York, New York.
8. **PRIVACY:** Information submitted with an entry is subject to the Privacy Policy stated on Sponsor's website. To read the Privacy Policy, [click here](#).
9. **SPONSOR:**
BARK, Inc.
120 Broadway, 12th Floor
New York, New York 10271