

## BARK WATCH GIVEAWAY

### OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS GIVEAWAY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

THIS GIVEAWAY IS VOID WHERE PROHIBITED BY LAW. OPEN ONLY TO RESIDENTS OF THE UNITED STATES OF AMERICA, EXCLUDING PUERTO RICO AND ITS OTHER TERRITORIES AND POSSESSIONS, WHO ARE 18 YEARS OF AGE OR OLDER.

1. **SPONSOR:** The sponsor of this Bark Watch Giveaway (the “**Giveaway**”) is Bark Technologies, Inc., with offices at 3423 Piedmont Rd NE, Suite 360, Atlanta GA 30305 (“**Sponsor**”).

2. **PRIZES:** Each winner of the Giveaway will receive a Bark Watch valued at One Hundred Seventy Dollars (US \$170.00) (the “**Prize**”). A maximum of ten (10) Prizes will be awarded in total. Prizes may not be assigned or transferred by winner.

3. **ODDS OF WINNING:** Odds of winning depend on the number of eligible entries received prior to the end of the Promotion Period (defined below). Each eligible entry has an equal chance of winning.

4. **PROMOTION PERIOD:** The Giveaway begins at 12:01 a.m. Eastern Time on September 10th, 2024 and ends at 11:59 p.m. Eastern Time on October 15th, 2024 (the “**Promotion Period**”).

5. **HOW TO ENTER:** In order to enter the Giveaway, visit: [bark.us/learn/bark-watch-waitlist](https://bark.us/learn/bark-watch-waitlist) and sign up for our waitlist by submitting the requested information, including your first name, last name, and email address. All entries must be received during the Promotion Period in order to be eligible. Limit of one entry per person. Mechanically produced, illegible, duplicate, incomplete or inaccurate entries are void.

6. **ELIGIBILITY:** This Giveaway is open to all residents of the United States of America, excluding Puerto Rico and its other territories and possessions, who are over the age of 18 as of the commencement of the Promotion Period. Persons in any of the following categories are not eligible to participate or win a prize: (a) persons who, from and after the commencement of the Promotion Period, were or are employees or agents of Sponsor or its affiliates, parent, subsidiaries, or the service agencies or independent contractors of the above organizations; (b) persons who are engaged in the development, production, distribution of materials, or drawing of winners for this Giveaway; and (c) persons who are immediate family of or who reside in the same household as any person in either of the preceding categories.

7. **DRAWING:** The winners will be selected in a random drawing by a representative of Sponsor. Ten (10) winners will be drawn from the eligible entries received prior to the end of the Promotion Period. The winners will be drawn within five (5) business days after the end of the Promotion Period and will be notified within three (3) business days after the drawing by email to the address provided by entrant. In the event that Sponsor cannot reach one or more of the winners within three (3) business days after it attempts to notify the winners, Sponsor will draw new winner(s) according to these rules. Additionally, if any winner is ineligible, it will be deemed as if that winner rejected the Prize, and Sponsor will draw a new winner. Each winner is only eligible to receive one Prize. If a given entrant has been selected to win a second Prize, it will be deemed as if the winner has rejected the second Prize and Sponsor will draw a new winner. The names of the winners can be obtained by written request to Sponsor at the address set forth in Section 1 above.

8. **ADDITIONAL CONDITIONS:** Sponsor reserves the right to terminate this Giveaway if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of the Giveaway, as determined by Sponsor in its sole discretion. At its sole discretion, Sponsor may disqualify any person whom it considers to have intentionally violated the Official Rules or any element of this Giveaway. By participating, entrants agree: (a) to be bound by the Official Rules and the decisions of the Sponsor; (b) to release and hold harmless Sponsor and its affiliates, subsidiaries, and independent contractors, and their

respective directors, officers, employees, and agents, including advertising and promotion agencies (collectively, the “**Released Parties**”), from any and all liability with respect to acceptance, possession or use (or misuse) of the Prizes or participation in the Giveaway. The winners hereby agree to permit Sponsor to use his/her name or any likeness for advertising or publicity purposes for no additional compensation.

In order to be notified of the winners, you must subscribe to Bark’s newsletter, which will provide you with updates on the Giveaway as well as advice on raising kids in the digital age. All information entered by entrants will become the property of Sponsor. Sponsor will not be responsible for lost, stolen or misplaced entries. The personal information that entrants submit will be subject to Sponsor’s privacy policy. Sponsor may use such information for marketing and promotional purposes, including to offer and advertise Sponsor’s products or services. For a copy of Sponsor’s privacy policy, please go to: <https://www.bark.us/privacy/>.

9. **TAXES.** All applicable taxes (federal, state, and local) with respect to the Prizes are the sole responsibility of the winners.

10. **APPLICABLE LAW:** These rules, and all issues and questions concerning the construction, validity, interpretation and enforceability of these rules, or the rights and obligations of entrant and Sponsor in connection with this Giveaway are governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to conflicts of law rules. By making an entry, entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with the Giveaway or any prize awarded shall be resolved individually and exclusively by the appropriate state or federal court located in Fulton County, Georgia, USA; and (b) under no circumstances will entrants be permitted to obtain awards for, and each entrant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, and any and all rights to have damages multiplied or otherwise increased.

11. **ONLINE ENTRIES.** Use of any automated entry software is prohibited. Online entries made with multiple e-mail addresses, under multiple identities or through the use of any other device or artifice to enter multiple times will be deemed invalid. If the winner is an online entrant, the winning online entry will be deemed to have been submitted by the authorized account holder of the e-mail address from which the entry was made. The authorized email account holder is deemed as the natural person who is assigned to an e-mail address by an internet access provider, service provider or other organization that is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Sponsor shall not be responsible for incorrect or inaccurate transcription of entry information, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or web site, inability to submit the online entry form, or any other error or malfunction, or any injury or damage to entrant’s or any other person’s computer related to or resulting from participation or downloading any materials in this Giveaway, or for late, lost, stolen, postage due, illegible or misdirected entries. If this Giveaway or any web site associated therewith (or any portion thereof) becomes corrupted or otherwise does not permit entry in the Giveaway, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in Sponsor’s sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper operation of this Giveaway, Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action, and/or to cancel, terminate, modify or suspend this Giveaway or any portion thereof. Any attempt by an entrant or any other individual to deliberately damage any online service or web site or undermine the legitimate operation of this Giveaway is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages and/or other remedies from any such person to the fullest extent permitted by law.