



# ASPCA® Help a Horse Day Celebration Contest Rules

Thank you for participating in the Help a Horse Day Contest (the “Contest”)!! We can’t wait to learn about your innovative and thoughtful ideas to help save more horses’ lives! We will be judging adoptions, commitments to adopt, fundraising, and adoption campaigns over the course of the Contest as well as a video submission. Here are the rules to follow in order to participate in the Contest. If you still have questions after reading these Rules, you can contact us at [HelpaHorseDay@aspca.org](mailto:HelpaHorseDay@aspca.org).

## IMPORTANT CONTEST DATES

- Registration opens on Tuesday, January 23, 2018 at 4:00 p.m. ET.
- Registration closes on Thursday, April 5, 2018 at 5:00 p.m. ET.
- Contestants will compete from April 26, 2018 through June 30, 2018. This is referred to as the “Contest period” in these Rules.
- Contestants must submit their video submission by Thursday, May 31, 2018, 11:59 p.m. ET.
- Contestants must submit their ASPCA grant applications including all contest reporting by Monday, July 9, 2018, at 10:00 a.m. ET
- Winners will be announced prior to August 31, 2018.

## WHO CAN COMPETE

**1. Legal grant recipients.** You must be a 501(c)(3) organization or a government agency capable of receiving grant funds and fulfilling an animal welfare or protection mission in the United States, including Guam, Puerto Rico and the U.S. Virgin Islands, and you must have that status from the time that you register to compete through the awarding of the grants at the end of the Contest.

**2. Family and friends not eligible.** Groups that have key employees (i.e. executive directors or other members of senior management) or board members who are ASPCA staff, members of the family/household of ASPCA staff, or anyone else who has an actual or potential conflict of interest must disclose the conflict of interest before April 5, 2018 by contacting the ASPCA, which will make a determination regarding participation.

**3. Gelding before adoption.** To be eligible to compete, agencies must have all male horses gelded before transferring ownership of them to their adopters.



**4. At least one adoption.** In order to be eligible to win a prize, each group must complete at least one adoption during the Contest period.

**5. Positive attitudes.** In the spirit of lifting up the cause to attract positive participation from the public, competing agencies commit to ensuring that their employees, board members and/or volunteers, while speaking on behalf of the organization, refrain from badmouthing, sabotaging, using profanities, engaging in verbal abuse and ad hominem attacks or other forms of incivility towards or about any other animal welfare agencies or professionals between January 23, 2018 and August 31, 2018. This, of course, does not preclude an agency's leadership from conducting respectful dialogue directly with other agencies when/if concerns arise.

**6. Three Divisions.** The ASPCA will divide the contestants into three divisions based on the contestants' 2017 budgets and capacity as of December 31, 2017. The ASPCA will use its best efforts to ensure that the divisions are assembled in a fair manner. Determinations of the number of contestants in each division and the criteria for participation within each division is in the sole discretion of the ASPCA.

**7. Special considerations for organizations that care for non-equine animals and organizations competing as a team.** For organizations caring for both equines and other types of animals, please send us your organization's total budget, and, to the extent that it's easily accessible to you, the operating budget for your equine work. Please also provide your equine capacity and the number of equine adoptions for the prior year. We want to be as fair as possible when placing you into the appropriate division, and if we need additional information, we will let you know.

#### **HOW TO ENTER**

**8. Register to compete.** To enter the Contest, you must [register online](#) any time between January 23, 2018 at 4:00 p.m. ET and April 5, 2018 at 5:00 p.m. ET. Once you register, you will be required to check a box indicating that you understand these rules and agree to be bound by them. The ASPCA will also confirm that your organization is a legal grant recipient as described in Rule #1. Once the ASPCA has received your registration and confirmed your eligibility, we will contact you to confirm your participation in the Contest.

#### **DETERMINING THE WINNERS OF THE CONTEST**

**9. What will the ASPCA weigh in determining a winner?** The ASPCA will weigh the following four categories in the percentages set forth below:



Number of Adoptions and Commitments to Adopt During the Contest Period	40%
Fundraising During the Contest Period	25%
Adoption Campaigns During the Contest Period	20%
Video Submission	15%

We encourage contestants to participate in each category of the Contest. Note that if you do not participate in any given category, you will receive no points for that category. For example, contestants choosing not to submit a video will not be able to score greater than 85%.

**10. The ASPCA will decide the winners in its sole discretion.** The ASPCA will determine the winners of the Contest in its sole and absolute discretion. While some categories, such as video submissions, are subjective by nature, because of the varying types of equine placements and differences among contestants’ organizational structures and financial operations, there are also judgment calls in categories that appear to be more objective, such as adoptions and donations. The ASPCA will use its best efforts to treat all contestants fairly and equitably. Our determinations are final and made in our sole discretion.

**WHEN IT COMES TO ADOPTIONS, WHAT COUNTS?**

**11. Standard adoptions.** You'll be counting total adoptions from April 26 through June 30, 2018. For the purpose of this Contest, an adoption is the transfer of ownership of any equine (horse, pony, donkey, mule, etc.) from your care to an adopter whom you have deemed suitable. Transfers to other animal rescue organizations do not count as adoptions. You must provide a copy of the adoption contract as proof of the adoption. While we are not encouraging delays in transfer of ownership after the adopter has taken physical custody of the equine, we will accept contracts in which this transfer takes place within a reasonable time after the adoption agreement has been signed.

**12. Commitment to Adopt (CTA).** Commitments to adopt will count toward your total number of adoptions as long as you use the [CTA form provided by the ASPCA](#) and can provide proof upon request of receipt of the required nonrefundable \$150 CTA fee. The amount of \$150 for a Commitment to Adopt is a uniform requirement for all Contest participants. In addition, if a person signs a Commitment to Adopt during the Contest period and then the adoption is later completed during the Contest period, you can’t count it twice. When you report your final numbers on the grant application, we will ask you to include a CTA that becomes an actual adoption in the number of adoptions, not the number of CTAs.

**13. Multi-agency adoption events.** You can count an adoption from a multi-agency adoption event as an adoption as long as:



- your agency had possession and legal ownership of the horse (and proof of same) at least 24 hours prior to the adoption event
- your agency serves as the main contact for adopters post-adoption, including accepting the animal if returned and providing post-adoption follow-up and support
- your agency retains possession and ownership of any animals remaining unadopted at the end of the event.

**14. Transferring in.** Transferring animals in can be a great strategy to increase potential adopter interest and foot traffic.

Animals transferred from another contestant and subsequently adopted out will count toward number of adoptions for the *receiving* agency.

**15. Delayed transfers of ownership.** While we do not recommend the practice, we recognize that some organizations do not turn over ownership of an adopted horse at the time of placement. We will recognize these as adoptions for this year's Contest so long as the transfer of legal ownership takes place within a reasonable time after the adoption agreement has been signed.

**16. Foster isn't adoption.** We strongly recommend foster as a strategy to decrease capacity and potentially increase adoptions (through adoption ambassador programs); however, animals transferred to foster care will NOT be counted UNLESS they have been legally adopted.

**17. Sanctuary doesn't qualify.** Moving animals to sanctuary care will not qualify for the Contest.

**18. Transfers to therapy programs.** If ownership of an equine is transferred from one legal entity (i.e. the organization that administers the adoption program) to a separate legal entity (i.e. the separate organization that administers the therapy program), that counts as an adoption. If the therapy program is a separate program within the same organization as the adoption program, that does not count as an adoption.

**19. A quick note about adopter consent to sharing information.** As you'll read below, we will ask contestants to share their signed adoption agreements with us so for adoptions that take place during the Contest period so that we can verify everyone's reported numbers of adoptions. We recommend that you include something in your adoption agreements to get the adopters' consent for you to share their information. You can assure them that the ASPCA will not share their information with any third parties and will not contact them for any reason not related to the Contest.



## **WHEN IT COMES TO DONATIONS, WHAT COUNTS?**

**20. Monetary donations count.** Monetary donations, including monetary donations from individual donors or businesses received in the ordinary course of business during the Contest period as well as money raised from fundraisers held during the Contest period, whether sponsored by the contestant or by a third party on behalf of the contestant, count toward total donations. Be creative!!

**21. Donated Services toward “make ready” Count When Documentation Provided.** As this contest is aimed toward increasing adoptions, we encourage the garnering of donated services aimed at getting equines ready for adoption. Services donated by farriers, trainers, veterinarians, or other service providers will count toward total donations provided that the service provider submits documentation showing the amount that s/he would typically bill for such donated services in such service provider’s ordinary course of business. The ASPCA may, in its sole discretion, reduce the value of a donated service reflected in such documentation if, in the ASPCA’s sole discretion, such amount appears to deviate materially from standard market value. Donations of food and other supplies do not count.

**22. Donations for organizations that rescue animals other than equines.** If equine rescue represents only one part of a larger organization, we look to you to delineate donations fairly in accordance with your organization’s structure and business practices. For example, if your organization’s equine team has a separate operating budget that is, for example, 20% of your organization’s overall operating budget, you can use that percentage as a guide when considering what donations would count. At the same time, if your organization holds a special event focused on the Help a Horse Day contest or other equine work, it would be reasonable to count all of the funds raised at that event toward this contest. Please use your best judgment, be fair, and understand that the ASPCA reserves the right to review the data you used to arrive at your decision as well as discuss your rationale in making your determinations. If the ASPCA disagrees with your determinations, we reserve the right to reassess the amount that you have provided as donations received during the Contest period.

**23. What doesn’t count?** Funds raised from corporate sponsorships that were in place prior to the contestant’s submission of its registration will not count toward total donations. Gifts left to the contestant upon a person’s death, including but not limited to estate, trust, life insurance policies, retirement accounts, bank accounts or other such sources, will not count toward total donations. As mentioned in Rule 21, in-kind donations of food and other supplies do not count. Finally, grants received from the ASPCA, foundations, or other grantors do not count toward your total fundraising during the Contest period. For the avoidance of doubt, you may accept and utilize such funds during the Contest period so long as you don’t include those amounts when you report your total funds raised during the Contest.



**Note: Wondering what makes a great adoption campaign or video? See below under “Prizes”!**

## **PRIZES**

**24. Divisional Prizes.** There will be five prizes awarded in each of the three divisions:

### *Division One: Clydesdales*

One grand prize: \$20,000

One second place prize: \$10,000

Three third place prizes: \$5,000

### *Division Two: Quarter Horses*

One grand prize: \$15,000

One second place prize: \$7,500

Three third place prizes: \$3,500

### *Division Three: Shetland*

One grand prize: \$10,000

One second place prize: \$5,000

Three third place prizes: \$2,500

The ASPCA reserves the right to reallocate the divisional prizes based on the number and size of contestants in order to ensure that prizes are awarded in a fair manner. Such reallocations will be done in the sole discretion of the ASPCA.

**25. Best Video.** A separate prize of \$5,000 will be awarded to the contestant that submits the most compelling video. Each video should be anywhere from 30 seconds to three minutes in length and should be delivered in MP4 file format. The ASPCA will consider, among other things, the video’s overall concept, the video’s quality and the video’s messaging in helping horses to find homes. Only one prize for best video will be awarded, irrespective of division, and a winner of one of the divisional prizes may also win the prize for best video. As noted above, the deadline for video submission is May 31, 2018. Videos must not have been submitted to a previous contest, whether sponsored by the ASPCA or another group. NOTE: We recommend that you obtain the consent of any person (or guardian of such person, as applicable) appearing in any photograph and/or video submitted to the ASPCA. We will provide you with resources to help you with that!

**26. Best Adoption Campaign.** A separate prize of \$5,000 will be awarded to the contestant that creates the most effective adoption campaign. The ASPCA will consider, among other things, the campaign’s effort and impact, its creativity and concept, the promotion of the campaign, and collaboration with other equine groups, local businesses, service providers, media, or other potential partners. Only one prize for best



adoption campaign will be awarded irrespective of division, and a winner of one of the divisional prizes may also win the prize for best adoption campaign. Please note that if you and another contestant collaborate on an adoption campaign, your groups will receive the same score for the adoption campaign but will otherwise compete separately.

**27. In the event of a tie** the prize grant will be split evenly between any contestants tied for that prize.

**28. Grant requirements.** To determine the winners of the prizes, all Contest applicants will be required to submit an application through the ASPCA's online grants system, which is subject to formal grant approval. This application will include reporting from the Contest and basic organizational information. Grants are subject to formal grant approval, per the ASPCA's internal audit regulations. It is our intention that these grants be used to save more lives. Therefore prize grant awards must be used to support adoption, foster care or safety net outreach programs for animals at risk of becoming homeless. Grant recipients will be asked to report on the use of the grant funds.

**29. Disbursing funds to other agencies.** Winners may not disburse prize grant money to other agencies without prior written consent from the ASPCA.

### **INFORMATION TO PROVIDE TO THE ASPCA; INFORMATION SHARING**

**30. Reporting Final Numbers.** At the conclusion of the Contest, but no later than July 9, 2018 at 10:00 a.m. ET, contestants should submit a grant request through the ASPCA's online grant system including the number of adoptions completed, commitments to adopt, and funds raised over the period from April 26, 2018 through June 30, 2018, as well as information and materials related to the adoption campaign. Along with these figures, contestants should also submit signed adoption agreements for each adoption counted; signed commitments to adopt for each commitment counted; and financial records kept in the ordinary course of business reflecting the intake of donations for donations that are counted. The ASPCA reserves the right to contact any adopter or person committing to for the sole purpose of confirming that the transactions took place.

**31. Submission of Video.** Each contestant should submit a video that is anywhere from 30 seconds to three minutes in length, as described in Section 25. The video should be delivered in MP4 file format.

**32. Transparency; Information Sharing.** Both during the Contest and after the conclusion of the Contest, the ASPCA may publish details of any programs or practices used by any contestants during the Contest and may also share video submissions provided by the contestants. While the ASPCA will use its best efforts not to act



in a manner that is prejudicial to any contestant, the ASPCA, in its sole determination, may choose to share information about only certain contestant(s) and/or about only certain programs or practices without ensuring that such sharing of information is done equally for all contestants. Such shared information may include, but is not limited to, videos provided by contestants, adoption programs used by contestants, adoption stories shared by contestants, and any other information that may be provided by contestants during or after the Contest. Such information may be shared on the ASPCA's Facebook®, Twitter® or other social media account(s), on the [aspcapro.org](http://aspcapro.org) webpage, and/or on any other appropriate medium.

### **TRAINING, RESOURCES & SUPPORT**

**33. Help from the ASPCA.** You are encouraged to use any and all resources and support you can from [www.aspcapro.org](http://www.aspcapro.org) and to take any ASPCA training that is offered. For great resources, visit [www.ASPCApro.org](http://www.ASPCApro.org) and make sure to check out our webinars at [www.ASPCApro.org/training/webinars](http://www.ASPCApro.org/training/webinars). We will also provide you with sample consent forms for photo releases and a sample sign you can display when videoing. In addition, you may wish to use the ASPCA logo when promoting your participation in the Contest. If you would like to do so, there is a link on the [registration page](#) to a license agreement that your organization must sign before it may use the logo. Once the license agreement is signed, you can download the logo and use it in accordance with the terms of the license agreement. Please note that your usage of the ASPCA logo must be limited to your promotion of the Contest. The ASPCA is not responsible for differences in how contestants use ASPCA resources.

**34. Promoting your efforts.** It goes without saying that you will benefit tremendously by letting your community/media outlets know about your participation in this Contest. We will provide a Publicity Guide and we will promote the Contest and your participation to our supporters, the media and other outlets available to us; however, it is up to you to comply with submissions requirements and deadlines in order to be eligible for our promotions. We cannot be held responsible for uneven coverage by the media or other channels. You will need to follow-up with your local media contacts in order to ensure the best possible coverage of your efforts.

**35. Help from outside the ASPCA.** You are strongly encouraged to use any and all additional support you can gain from your boards, volunteers, members, friends, local businesses and associations, local media, foundations, etc. The more people you engage in your efforts, the greater the ultimate gains for your agency and for the animals it serves!

### **HOW TO COME OUT A WINNER**

**36. Finish your paperwork on time.** All contestants must comply with all ASPCA grant application and





reporting requirements and must meet all deadlines. Failure to do so will automatically disqualify the contestant.

**37. Call us back promptly!** We may have questions that require a quick response. By entering the Contest, you are agreeing to make available a team member with decision-making authority and knowledge of the Contest, operations and data. This team member must be available to respond to questions within 48 hours. If you have any questions along the way, you can contact us at [HelpaHorseDay@aspca.org](mailto:HelpaHorseDay@aspca.org).

**38. Do the right thing!** Contestants must at all times act in the best interests of the welfare of the animals in their care and in their communities. Any contestant deemed by the ASPCA to be jeopardizing the welfare of animals will be immediately disqualified from competing. This will be determined in the sole discretion of the ASPCA. Jeopardizing the welfare of animals includes, but is not limited to:

- failure to act in good faith to make adoptions and transfers only to families and other agencies who are reasonably equipped to provide humane care for the horses;
- failure to geld prior to turning the animal over to an adopter; and
- failure to provide for the welfare of all animals within one's custody.

In addition, contestants must operate within all applicable federal, state and local laws throughout the duration of the Contest.

**39. Play well.** While good-natured competition that leads to better outcomes for horses is strongly encouraged, badmouthing, sabotaging, profanity and other forms of poor sportsmanship between contestants or divisions will not be tolerated. Likewise, disrespectful or destructive public communications about other animal welfare agencies or animal welfare professionals will be grounds for disqualification.

**40. Don't cheat.** Falsifying animal data or taking any other steps to boost your standing in the Contest in an artificial manner is prohibited. If we suspect fraud, we reserve the right to investigate and disqualify a contestant from the Contest on that basis.

**41. We're the deciders.** Determination of violation of any of these rules, as well as the determination of the winners, is solely the purview of the ASPCA. The ASPCA will actively engage the expertise of our staff, including our Equine Welfare and Legal teams, in making such determinations. If the ASPCA makes a determination of a rule violation, the contestant will be notified immediately in writing of their violation and they may be disqualified from competing in the Contest. In the interest of full transparency, if the ASPCA disqualifies a



participant, our reasons for doing so may be published. Likewise, if a contestant withdraws from the Contest, reason for the withdrawal may be published.

#### **WORDS FROM THE ASPCA LEGAL TEAM**

**The Contest is subject to all applicable federal, state and local laws and regulations.**

Your participation in the Contest constitutes your full and unconditional agreement to abide by the letter and spirit of these Rules and ASPCA's decisions regarding their interpretation. The ASPCA's decisions are final and binding in all matters related to this Contest.

Contestants shall have no right of approval, no claim of compensation and no claim (including, without limitation, claims based on invasion of privacy, defamation or right of publicity) arising out of any use of their name, picture, likeness, or materials. Each Contestant releases and holds ASPCA and its directors, officers, employees, representatives, and/or agents harmless from and against any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Contest.

ASPCA is not responsible for any incorrect or inaccurate information, whether caused by technical or human error, which may occur in the processing of data in this Contest or in the running of this Contest. ASPCA is not responsible for, and expressly disclaims any liability arising from: (i) the use of information by third parties, or from any error, defect, omission, theft, destruction or alteration of, or unauthorized access to, Contest entries; (ii) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, or unauthorized access to the site; (iii) technical, network, electronic, computer, hardware or software failures of any kind, and/or (iv) injury or damage to any contestant or to any other person, or to the contestant's (or other person's) computer, other equipment, relating to or resulting from participation in the Contest, or from downloading materials or accessing the Contest.

If, for any reason, the ASPCA determines that the Contest is not capable of running as planned, ASPCA reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest. In the interest of full transparency, if the ASPCA cancels, terminates, modifies or suspends the Contest, our reasons for doing so will be published.

Each Contestant agrees that to the fullest extent permitted by law (i) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by such contestant, but in no event attorneys' fees; and (ii) under no circumstances will any contestant be permitted to obtain any award for, and contestant hereby waives all rights to claim, incidental, punitive or consequential damages.



**CONSTRUCTION AND DISPUTE RESOLUTION:** The construction, validity, interpretation and enforceability of these Rules, and all issues and questions relating thereto, along with the rights and obligations of all Contestants and of the ASPCA, shall be construed in accordance with the laws of the State of New York, without giving effect to its conflict of law rules. In the event that any provision of these Rules is determined to be invalid or otherwise unenforceable, such determination shall not affect the validity or enforceability of any other provision, and these Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

Any specific waiver of any obligation hereunder by ASPCA does not constitute a general waiver of that obligation nor of any other obligation of contestants.

Any dispute concerning this Contest shall be submitted to binding arbitration in New York within one (1) year from the date that the cause of action arose (or, if multiple cause of actions are involved, from the date that the first cause of action arose), with such arbitration conducted pursuant to the then prevailing rules of the American Arbitration Association. To the fullest extent permitted by law, no arbitration brought pursuant to these Rules shall be joined to any other arbitration initiated pursuant to these Rules.

**COPYRIGHT:** By participating in this Contest, each contestant grants to ASPCA a nonexclusive, worldwide, royalty-free, perpetual and irrevocable license to use materials the contestant submits in connection with the Contest, in whole or in part, for any ASPCA purpose, including fundraising purposes, and in any manner or media (including, without limitation, the Internet). Each contestant agrees that it will use its best efforts to have its employees, consultants, volunteers, officers and directors sign any additional licenses or releases that ASPCA may require. Each contestant agrees that if the contestant wins Contest funds, contestant will sign any additional license or release that ASPCA may require.

CONTESTANT ACKNOWLEDGES THAT MATERIALS SUBMITTED IN CONNECTION WITH THIS CHALLENGE MAY BE POSTED ON THE ASPCA'S WEBSITE(S) AND/OR ITS SOCIAL MEDIA PAGES, IN ASPCA'S SOLE AND EXCLUSIVE DISCRETION. Notwithstanding the foregoing, ASPCA and contestant agree that ASPCA shall not publish any individual agency's data, except total annual equine intake as well as live release data for the Contest period, without the express written consent of the contestant, as described above. Aggregate data, individual live release data and individual agencies' narratives, photos, stories and details of programs and practices, however, may be published by the ASPCA without such consent. In addition, the ASPCA may post on its website, social media pages, or in any other forum, any photographs, and/or videos submitted by a contestant. Contestant shall obtain the consent of any person (or guardian of such person, as applicable) appearing in any photograph and/or video submitted to the ASPCA. Contestant acknowledges and agrees that



the contestant and not the ASPCA shall be solely liable for any liability that may arise as a result of using the image or likeness of any individual.

**GENERAL RELEASE:** By competing in this Contest, each contestant releases ASPCA and each of its respective directors, officers, employees, representatives and agents from any liability whatsoever for any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Contest and/or the acceptance, possession or use of any award (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light). ASPCA will not be responsible for typographical, printing or other errors in these Rules or in other materials relating to the Contest.