



Help a Horse Home: The ASPCA® Equine Adoption Challenge

Official Rules

Thank you for participating in the Help a Horse Home Challenge (the “Challenge”)!! We can’t wait to learn about your innovative and thoughtful ideas to help save more horses’ lives! This year, we will be judging the Challenge based on the number of equine adoptions each participant completes over the course of the Challenge. Here are the rules to follow in order to participate in the Challenge. If you still have questions after reading these Rules, you can contact us at HelpaHorseHome@aspca.org.

IMPORTANT CONTEST DATES

- Registration opens on Wednesday, January 23, 2019 at 4:00 p.m. ET.
- Registration closes on Thursday, April 4, 2019 at 5:00 p.m. ET.
- Participants will compete from April 26, 2019 through June 30, 2019. This is referred to as the “Challenge period” in these Rules.
- Participants competing for a prize must submit their ASPCA grant applications, including all Challenge reporting, by Tuesday, July 9, 2019, at 5:00 p.m. ET. Grant applications will open by Monday, June 3, 2019 so participants have the option to begin to complete them early.
- Winners will be announced prior to August 30, 2019.

WHO CAN COMPETE FOR A PRIZE

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 Challenge.

2. You must have your legal house in order. In order to be awarded a prize as described in these Rules, your organization must meet certain basic legal requirements. (a) You must be in good standing with the secretary of state in the state where you incorporated. (b) In addition, you must be registered to solicit funds in your home state (if your state requires it). (c) A majority of your board must be independent, and (d) compensated



board members may not serve as board chair or treasurer. (e) Finally, the land where your organization is located must either be owned by your organization or your organization must be on the land pursuant to a valid lease. For more information about these requirements, please [visit this link](#).

3. 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 4, 2019 by contacting the ASPCA, which will make a determination regarding participation.

4. Gelding before adoption. To be eligible to compete, agencies must have all male horses gelded before transferring ownership of them to their adopters unless a licensed veterinarian has determined that gelding any particular horse is not recommended for age or other veterinary medical reasons.

5. Positive attitudes. In the spirit of working together to save more horses' lives, 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, 2019 and August 30, 2019. This, of course, does not preclude an agency's leadership from conducting respectful dialogue directly with other agencies when/if concerns arise.

6. Four Divisions. The ASPCA will divide the participants into four divisions based on the number of equine adoptions completed from April 26 through June 30, 2018. The ASPCA will determine your division after we review all of the applications and the 2018 baseline data for all of the applicants. The ASPCA will use its best efforts to ensure that the divisions are assembled in a fair manner. Determinations of the number of participants 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 provide just 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.

SPECIAL NOTE: We understand that some groups may want to participate in the Challenge but may not want to compete to win their division or apply for a grant at the end of the Challenge. No problem! We encourage those groups to register for the Challenge anyway so that you can participate in the webinars, join the Facebook group, network with other participants, and most of all find more homes for horses! Also, please



keep in mind that even if you do not wish to compete to win your division, you are still eligible to win one of our social media prizes! We would appreciate if all participants, whether or not they apply for a grant, submit their adoption data at the end of the Challenge so that the ASPCA can accurately assess the impact of the Challenge.

THE ASPCA DECIDES THE WINNERS

8. The ASPCA will decide the winners in its sole discretion. The ASPCA will determine the winners of the Challenge, including the grand prize, divisional prizes and the Hoofy Awards, in its sole and absolute discretion. The ASPCA will use its best efforts to treat all participants fairly and equitably. Our determinations are final and made in our sole discretion.

HOW TO ENTER

9. Register to compete. To enter the Challenge, you must [register online](#) any time between January 23, 2019 at 4:00 p.m. ET and April 4, 2019 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. Once the ASPCA has received your registration, we will confirm your participation in the Challenge.

HOW ARE WINNERS DETERMINED?

10. Winners will be based on the increase in adoptions during the Challenge period over baseline adoptions for the same period during the previous year. This means we will look at the number of adoptions you conducted from April 26 through June 30, 2018 and compare those to the number of adoptions conducted from April 26 through June 30, 2019. The group with the highest increase in adoptions of all of the Challenge participants wins the grand prize! The group with the highest increase in adoptions in each of the divisions wins the first-place prize for that division, and the group with the second highest increase in adoptions in each of the divisions wins the second-place prize for that division. The grand prize winner will be excluded from consideration for purposes of calculating the divisional prizes.

In awarding prizes, the ASPCA will rely upon the 2018 baseline number that you provide when you register for the Challenge, and you represent that the figure your organization provided is accurate. If your organization later determines that the baseline number that it provided was not accurate, it is your responsibility to update the ASPCA with the accurate baseline number. If an inaccurate baseline figure is provided, the ASPCA reserves the right to take any remedial actions that it deems appropriate, in its sole discretion.



WHEN IT COMES TO ADOPTIONS, WHAT COUNTS?

11. Standard adoptions. You'll be counting total adoptions from April 26 through June 30, 2019. For the purpose of this Challenge, 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. You must provide a signed copy of each adoption contract as proof of the adoption.

12. 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 equine (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; and
- your agency retains possession and ownership of any animals remaining unadopted at the end of the event.

13. Transfers to rescues and adoption agencies not participating in the Challenge. Animals may be transferred to rescues and other adoption agencies, but transfers out of your organization will count only as one-half of an adoption. When the equine is adopted from the receiving agency, that will count as another half of an adoption. You will need to provide a signed adoption agreement from the receiving agency as proof of the adoption, and that agreement will need to transfer legal custody of the equine in accordance with these Rules.

14. Transferring between participants. Transferring animals in can also be a great strategy to increase potential adopter interest and foot traffic. Animals transferred from another participant and subsequently adopted out will count toward number of adoptions for the *receiving* agency. Animals transferred to another participant will count as one-half of an adoption for the sending agency upon transfer and another half of an adoption for the sending agency upon confirmation of adoption through the receiving agency. In other words, in instances where two participants are transferring animals between one another, both agencies may count the adoption in accordance with these Rules.

15. Delayed transfers of ownership. While we do not recommend the practice, we recognize that some organizations do not turn over legal ownership of an adopted equine at the time of physical placement. We will recognize these as adoptions so long as the transfer of legal ownership takes place within one year after the adoption agreement has been signed.



16. Exception for BLM Horses. As the Bureau of Land Management (the “BLM”) retains ownership of mustangs while the horses are in transition and until one year post adoption, we are waiving the requirement that ownership be transferred from the Challenge participant to an adopter only for those horses who are owned by the BLM and who are placed by a Challenge participant with an adopter. Organizations that house and facilitate the adoption of BLM horses are welcome to participate and may count the BLM mustangs they place as an adoption. Those groups will need to show proof that they are a BLM-approved adoption facility and must provide a signed BLM Form 4710-10 for each BLM mustang counted for the Challenge.

17. Foster isn’t adoption. We strongly recommend foster as a strategy to decrease capacity and potentially increase adoptions; however, animals transferred to foster care will NOT be counted UNLESS they have been legally adopted.

18. Sanctuary doesn’t qualify. Moving animals to sanctuary care will not qualify as an adoption for the Challenge.

19. 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 participants to share their signed adoption agreements with us for adoptions that take place during the Challenge period so that we can verify participants’ reported numbers of adoptions. We recommend that you get the adopters’ consent for you to share their information, either by placing a consent in the adoption agreement or by having adopters sign a stand-alone consent. You can assure adopters that the ASPCA will not share their information with any third parties and will not contact them for any reason not related to the Challenge. By submitting the completed adoption agreements at the end of the Challenge, you are representing that you have obtained any necessary consents to submit the agreements.

PRIZES

20. Divisional Prizes. There will be one grand prize and two prizes awarded in each of the four divisions. The winner of the grand prize will not also win a divisional prize. The prize amounts are:



Grand Prize: \$35,000

Division One:

One first place prize: \$25,000

One second place prize: \$15,000

Division Two:

One first place prize: \$20,000

One second place prize: \$10,000

Division Three:

One first place prize: \$15,000

One second place prize: \$5,000

Division Four:

One first place prize: \$7,500

One second place prize: \$2,500

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

21. Social Media Prize—The Hoofy Awards. Three participants will be awarded Hoofy Awards and will win prizes for best use of social media. Each winner will receive a \$5,000 grant. To be considered for a Hoofy Award, participants must apply through a separate Hoofy Award application, which will be provided at a future date. The ASPCA will award those contestants who best leverage the power of social media to raise awareness about their organization and to increase equine adoptions.

Each participant applying for a Hoofy Award will be required to demonstrate that the participant has used at least three of the following tactics: (a) compelling photos on social media; (b) live video Content on Facebook®, Instagram®, Twitter®, Periscope®, or another comparable forum; (c) produced video on YouTube®, Facebook, Twitter, or Instagram; (d) story content through Facebook Stories or Instagram Stories; (e) custom creative design; (f) community engagement (i.e. how you engaged with influencers, businesses, and organizations in your community on social media) and (g) Facebook donation tools.

The ASPCA will judge the Hoofy Awards based on three criteria:

- **Creativity & Innovation:** Unique and innovative use of the social platform, quality and originality of the execution, visual impression, and overall creative impact, user engagement and social media experience.



- **Effectiveness & Use of the Social Platform:** Overall effectiveness of the campaign. Did it achieve the desired objectives and results (be specific)? Did the campaign use the capabilities of the platform to the best of its ability?
- **Strength of Messaging:** Overall increased visibility for your horses and organization. Did your messaging effectively promote adoption?

Additional information regarding the Hoofy Awards will be provided near the end of the Challenge.

22. In the event of a tie, the prize grant will be split between participants tied for that prize in the sole judgment of the ASPCA.

23. Grant requirements. To determine the winners of the prizes, all Challenge applicants competing for a prize will be required to submit an application through the ASPCA's online grants system. The grant application is subject to the ASPCA's formal grant approval process, which includes a vetting process undertaken by an ASPCA grants officer and other relevant staff. This application will include reporting from the Challenge and basic organizational information. 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 equines at risk of becoming homeless. Please note that if you are an organization that helps animals other than equines, you are required to use any grant awards you may receive in furtherance of your equine program and not for the benefit of other types of animals. Grant recipients will be asked to report on the use of the grant funds.

24. 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

25. Reporting Final Numbers. At the conclusion of the Challenge, but no later than July 9, 2019 at 12:00 p.m. ET, participants should submit a grant request through the ASPCA's online grant system including the number of adoptions completed over the period from April 26, 2019 through June 30, 2019. Along with these figures, participants should also submit signed adoption agreements for each adoption counted, including adoption agreements from other agencies that may have adopted out an equine that you transferred to them. The ASPCA reserves the right to contact any adopter for the sole purpose of confirming that the transactions took place. Please do **not** submit any credit card information, banking information, or driver's license information for any adopter. If that information is on your adoption agreements, please redact it before submitting your agreements.



26. Transparency; Information Sharing. Both during the Challenge and after the conclusion of the Challenge, the ASPCA may publish details of any programs, photos, videos, or practices used by any participants during the Challenge and shared directly with the ASPCA or shared on the participant's social media pages or other online forum. While the ASPCA will use its best efforts not to act in a manner that is prejudicial to any participant, the ASPCA, in its sole determination, may choose to share information about only certain participant(s) and/or about only certain programs or practices without ensuring that such sharing of information is done equally for all participants. Such shared information may include, but is not limited to, videos shared with the ASPCA or on participants' social media pages, adoption programs used by participants and shared with the ASPCA or on participants' social media pages, adoption stories shared by participants, and any other information that may be provided by participants during or after the Challenge. Such information may be shared on the ASPCA's Facebook, Twitter, Instagram, or other social media account(s), on the aspcapro.org webpage, and/or on any other appropriate medium.

TRAINING, RESOURCES & SUPPORT

27. Help from the ASPCA. You are encouraged to use any and all resources and support you can from www.aspcapro.org and to take any ASPCA training that is offered. For great resources, visit www.ASPCApro.org and make sure to check out our webinars at www.ASPCApro.org/training/webinars. We will also provide you with a sample adoption agreement, sample consent forms for photo releases and a sample sign you can display if you choose to shoot video footage. In addition, you may wish to use the ASPCA logo when promoting your participation in the Challenge. 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 Challenge. The ASPCA is not responsible for differences in how participants use ASPCA resources.

28. Promoting your efforts. It goes without saying that you will benefit tremendously by letting your community/media outlets know about your participation in this Challenge. We will provide media templates and messaging resources and we will promote the Challenge and your participation to our supporters, the media and other outlets available to us. 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.

29. 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 horses it serves!

HOW TO COME OUT A WINNER

30. Finish your paperwork on time. All participants must comply with all ASPCA grant application and reporting requirements and must meet all deadlines. Failure to do so will automatically disqualify the participant.

31. Call us back promptly! We may have questions that require a quick response. By entering the Challenge, you are agreeing to make available a team member with decision-making authority and knowledge of the Challenge, 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 HelpaHorseHome@aspca.org.

32. Do the right thing! Participants must at all times act in the best interests of the welfare of the animals in their care and in their communities. Any participant deemed by the ASPCA to be jeopardizing the welfare of animals will be immediately disqualified from participating in the Challenge. 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 equines;
- failure to geld prior to turning the animal over to an adopter (except when gelding is deemed medically inappropriate by a licensed veterinarian); and
- failure to provide for the welfare of all animals within one's custody.

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

33. Play well. While good-natured competition that leads to better outcomes for horses is strongly encouraged, badmouthing, sabotaging, profanity and other forms of poor sportspersonship between participants 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.



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

35. We're the deciders. Determination of violation of any of these rules, as well as the determination of the winners of the Grand Prize, the Division Prizes and the Hoofy Awards, is solely the purview of the ASPCA. The ASPCA will actively engage the expertise of our staff, including our Equine Welfare, Legal, and Grants teams, in making such determinations. If the ASPCA determines that there has been a rule violation, the participant will be notified immediately in writing of their violation and they may be disqualified from participating in the Challenge. In the interest of full transparency, if the ASPCA disqualifies a participant, our reasons for doing so may be published. Likewise, if a participant withdraws from the Challenge, reason for the withdrawal may be published.

A FEW WORDS FROM THE ASPCA LEGAL TEAM

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

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

Participants 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 Participant releases and holds the 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 Challenge.

The 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 Challenge or in the running of this Challenge. The 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, Challenge entries; (ii) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, or unauthorized access to any ASPCA electronic medium; (iii) technical, network, electronic, computer, hardware or software failures of any kind, and/or (iv) injury or damage to any participant or to any other person, or to the participant's (or other person's) computer, other equipment, relating to or resulting from participation in the Challenge, or from downloading materials or accessing the Challenge.



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

Each participant 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 participant, but in no event attorneys' fees; and (ii) under no circumstances will any participant be permitted to obtain any award for, and participant 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 participants 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 the ASPCA does not constitute a general waiver of that obligation nor of any other obligation of participants.

Any dispute concerning this Challenge 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 Challenge, each participant grants to the ASPCA a nonexclusive, worldwide, royalty-free, perpetual and irrevocable license to use materials the participant submits in connection with the Challenge, in whole or in part, for any ASPCA purpose, including fundraising purposes, and in any manner or media (including, without limitation, the Internet). Each participant 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 participant agrees that if the participant wins Challenge funds, participant will sign any additional license or release that ASPCA may require.



PARTICIPANT 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 THE ASPCA’S SOLE AND EXCLUSIVE DISCRETION. Notwithstanding the foregoing, ASPCA and participant agree that the ASPCA shall not publish any individual agency’s data, except total annual equine intake as well as live release data for the Challenge period, without the express written consent of the participant, 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 specific consent. In addition, the ASPCA may post on its website, social media pages, or in any other forum, any photographs, and/or videos shared by a contestant. Participant 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. Participant acknowledges and agrees that the participant 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 Challenge, each participant 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 Challenge 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 Challenge.