

Zoetis Inc.
 Form 424B2
 August 15, 2018
Table of Contents

Filed Pursuant to Rule 424(b)(2)

Registration No. 333-226450

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered	Maximum offering price per unit	Maximum offering price aggregate	Amount of registration fee(1)
Floating Rate Senior Notes due 2021	\$300,000,000	100.000%	\$300,000,000	\$37,350.00
3.250% Senior Notes due 2021	\$300,000,000	99.887%	\$299,661,000	\$37,307.80
3.900% Senior Notes due 2028	\$500,000,000	99.811%	\$499,055,000	\$62,132.35
4.450% Senior Notes due 2048	\$400,000,000	99.295%	\$397,180,000	\$49,448.91
Total	\$1,500,000,000		\$1,495,896,000	\$186,239.06

(1) Calculated in accordance with Rule 457(r) under the Securities Act of 1933, as amended.

Table of Contents

PROSPECTUS SUPPLEMENT

(To Prospectus dated July 31, 2018)

\$1,500,000,000

Zoetis Inc.

\$300,000,000 FLOATING RATE SENIOR NOTES DUE 2021

\$300,000,000 3.250% SENIOR NOTES DUE 2021

\$500,000,000 3.900% SENIOR NOTES DUE 2028

\$400,000,000 4.450% SENIOR NOTES DUE 2048

The floating rate senior notes due 2021 (the 2021 floating rate notes) will mature on August 20, 2021, the 3.250% senior notes due 2021 (the 2021 notes) will mature on August 20, 2021, the 3.900% senior notes due 2028 (the 2028 notes) will mature on August 20, 2028 and the 4.450% senior notes due 2048 (the 2048 notes) will mature on August 20, 2048. We refer to the 2021 notes, the 2028 notes and the 2048 notes collectively as the fixed rate notes and the fixed rate notes and the 2021 floating rate notes collectively as the notes. The notes will be our unsecured and unsubordinated debt obligations and will not have the benefit of any sinking fund.

The 2021 floating rate notes will bear interest at a rate per annum, reset quarterly, equal to three-month LIBOR plus 0.44%. We will pay interest on the 2021 floating rate notes quarterly in arrears on each February 20, May 20, August 20 and November 20, beginning on November 20, 2018. Interest on the fixed rate notes will be payable semi-annually in arrears on February 20 and August 20 of each year, beginning on February 20, 2019.

If a change of control triggering event (as defined herein) occurs, we will be required to offer to purchase the notes from holders at a purchase price of 101% of the principal amount of the notes. See Description of Notes Change of Control.

Investing in the notes involves risks. See Risk Factors beginning on page S-5 of this prospectus supplement and in our Annual Report on Form 10-K for the year ended December 31, 2017 and our Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2018 and June 30, 2018.

	Public Offering Price(1)	Underwriting Discounts	Offering Proceeds to Zoetis, Before Expenses(1)
Per 2021 Floating Rate Note	100.000%	0.350%	99.650%
2021 Floating Rate Notes Total	\$ 300,000,000	\$ 1,050,000	\$ 298,950,000
Per 2021 Note	99.887%	0.350%	99.537%
2021 Notes Total	\$ 299,661,000	\$ 1,050,000	\$ 298,611,000
Per 2028 Note	99.811%	0.650%	99.161%
2028 Notes Total	\$ 499,055,000	\$ 3,250,000	\$ 495,805,000
Per 2048 Note	99.295%	0.875%	98.420%
2048 Notes Total	\$ 397,180,000	\$ 3,500,000	\$ 393,680,000

(1) Plus accrued interest from August 20, 2018, if settlement occurs after that date.

Neither the U.S. Securities and Exchange Commission (the SEC) nor any state securities commission has approved or disapproved of these securities or determined if this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The underwriters expect to deliver the notes through the facilities of The Depository Trust Company (DTC) for the accounts of its direct participants, including Clearstream Banking, S.A. and the Euroclear Bank S.A./N.V., against payment therefor in New York, New York on or about August 20, 2018.

Joint Book-Running Managers

Barclays

BofA Merrill Lynch

Citigroup

J.P. Morgan

MUFG

BNP PARIBAS

Goldman Sachs & Co. LLC

HSBC

TD Securities

Senior Co-Managers

Rabo Securities

Standard Chartered Bank

Co-Managers

Loop Capital Markets

Wells Fargo Securities

August 13, 2018

Table of Contents

TABLE OF CONTENTS
PROSPECTUS SUPPLEMENT

	Page
<u>CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS</u>	iii
<u>SUMMARY</u>	S-1
<u>RISK FACTORS</u>	S-5
<u>RATIO OF EARNINGS TO FIXED CHARGES</u>	S-8
<u>USE OF PROCEEDS</u>	S-9
<u>CAPITALIZATION</u>	S-10
<u>DESCRIPTION OF NOTES</u>	S-11
<u>CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES</u>	S-21
<u>UNDERWRITING (CONFLICTS OF INTEREST)</u>	S-26
<u>LEGAL MATTERS</u>	S-32
<u>INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM</u>	S-32
<u>WHERE YOU CAN FIND MORE INFORMATION</u>	S-32

PROSPECTUS

	Page
<u>ABOUT THIS PROSPECTUS</u>	1
<u>CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS</u>	1
<u>THE COMPANY</u>	3
<u>RISK FACTORS</u>	4
<u>RATIO OF EARNINGS TO FIXED CHARGES</u>	4
<u>USE OF PROCEEDS</u>	4
<u>DESCRIPTION OF DEBT SECURITIES</u>	5
<u>DESCRIPTION OF CAPITAL STOCK</u>	12
<u>DESCRIPTION OF OTHER SECURITIES</u>	14
<u>SELLING SECURITYHOLDERS</u>	15
<u>PLAN OF DISTRIBUTION</u>	16
<u>LEGAL MATTERS</u>	17
<u>INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM</u>	17
<u>WHERE YOU CAN FIND MORE INFORMATION</u>	17

Table of Contents

No person is authorized to give any information or to make any representations other than those contained or incorporated by reference in this prospectus supplement or the accompanying prospectus and any free writing prospectus we may provide you in connection with this offering. We and the underwriters take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. This prospectus supplement and the accompanying prospectus are not an offer to sell or the solicitation of an offer to buy any securities in any jurisdiction where it is unlawful. Neither the delivery of this prospectus supplement or the accompanying prospectus, nor any sale of notes made under these documents, will, under any circumstances, create any implication that there has been no change in our affairs since the date of this prospectus supplement, the accompanying prospectus or any free writing prospectus we may provide you in connection with this offering or that the information contained or incorporated by reference is correct as of any time subsequent to the date of such information. Our business, financial condition, results of operations and prospects may have changed since those dates.

This document is in two parts. The first is this prospectus supplement, which describes the specific terms of this offering. The second part, the accompanying prospectus, gives more general information, some of which may not apply to this offering. This prospectus supplement also adds to, updates and changes information contained in the accompanying prospectus. If the description of the offering varies between this prospectus supplement and the accompanying prospectus, you should rely on the information in this prospectus supplement. The accompanying prospectus is part of a registration statement that we filed with the SEC using a shelf registration statement. Under the shelf registration process, from time to time, we may offer and sell securities in one or more offerings.

References in this prospectus supplement to Zoetis, the Company, we, us and our are to Zoetis Inc. and its consolidated subsidiaries unless otherwise stated or the context so requires.

Table of Contents

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This prospectus supplement and the accompanying prospectus, as well as the information incorporated by reference in this prospectus supplement or accompanying prospectus, may include forward-looking statements made within the meaning of Section 27A of the Securities Act of 1933, as amended (the Securities Act), and Section 21E of the Securities Exchange Act of 1934, as amended (the Exchange Act). Such forward-looking statements involve substantial risks and uncertainties. We have tried, wherever possible, to identify such statements by using words such as anticipate, estimate, could, expect, intend, project, plan, predict, believe, seek, continue, or may, might, will, should, can have, likely or the negative version of these words or comparable words and terms using future dates in connection with any discussion of future performance, actions or events.

In particular, forward-looking statements include statements relating to our indebtedness, our ability to make interest and principal payments on our indebtedness, our ability to satisfy the covenants contained in our indebtedness, 2018 financial guidance, future actions, business plans or prospects, prospective products, product approvals or products under development, product supply disruptions, R&D costs, timing and likelihood of success, future operating or financial performance, future results of current and anticipated products and services, strategies, sales efforts, expenses, production efficiencies, production margins, integration of acquired businesses, interest rates, tax rates, changes in tax regimes and laws, foreign exchange rates, growth in emerging markets, the outcome of contingencies, such as legal proceedings, plans related to share repurchases and dividends, our agreements with Pfizer Inc., government regulation and financial results. These statements are not guarantees of future performance, actions or events. Forward-looking statements are subject to risks and uncertainties, many of which are beyond our control, and are based on potentially inaccurate assumptions. Among the factors that could cause actual results to differ materially from past results and future plans and projected future results are the following:

emerging restrictions and bans on the use of antibacterials in food-producing animals;

perceived adverse effects on human health linked to the consumption of food derived from animals that utilize our products;

unanticipated safety, quality or efficacy concerns about or issues related to our products;

increased regulation or decreased governmental support relating to the raising, processing or consumption of food-producing animals;

fluctuations in foreign exchange rates and potential currency controls;

changes in tax laws and regulations;

legal factors, including product liability claims, antitrust litigation and governmental investigations, tax disputes, environmental concerns, commercial disputes and patent disputes with branded and generic

competitors, any of which could preclude commercialization of products or negatively affect the profitability of existing products;

failure to protect our intellectual property rights or to operate our business without infringing the intellectual property rights of others;

an outbreak of infectious disease carried by animals;

consolidation of our customers and distributors negatively affecting the pricing of our products;

adverse weather conditions and the availability of natural resources;

adverse global economic conditions;

failure of our R&D, acquisition and licensing efforts to generate new products;

the possible impact of competing products, including generic alternatives, on our products and our ability to compete against such products;

Table of Contents

quarterly fluctuations in demand and costs;

governmental laws and regulations affecting domestic and foreign operations, including without limitation, tax obligations and changes affecting the tax treatment by the United States of income earned outside the United States that may result from pending and possible future proposals; and

governmental laws and regulations affecting our interactions with veterinary healthcare providers.

However, there may also be other risks that we are unable to predict at this time. These risks or uncertainties may cause actual results to differ materially from those contemplated by a forward-looking statement. You should not put undue reliance on forward-looking statements. Forward-looking statements speak only as of the date on which they are made. We undertake no obligation to publicly update forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law or by the rules and regulations of the SEC. You are advised, however, to consult any further disclosures we make on related subjects in our Form 10-K, 10-Q and 8-K reports and our other filings with the SEC. You should understand that it is not possible to predict or identify all such factors. Consequently, you should not consider the above to be a complete discussion of all potential risks or uncertainties.

Table of Contents

SUMMARY

*The following summary highlights information contained or incorporated by reference in this prospectus supplement and the accompanying prospectus. It does not contain all of the information that you should consider before investing in the notes. You should carefully read this entire prospectus supplement, as well as the accompanying prospectus and the documents incorporated by reference that are described under **Where You Can Find More Information**.*

Zoetis Inc.

Zoetis Inc. is a global leader in the discovery, development, manufacture and commercialization of animal health medicines and vaccines, with a focus on both livestock and companion animals. We have a diversified business, commercializing products across eight core species: cattle, swine, poultry, fish and sheep (collectively, livestock) and dogs, cats and horses (collectively, companion animals); and within five major product categories: anti-infectives, vaccines, parasiticides, medicated feed additives and other pharmaceuticals. For more than 60 years, we have been committed to enhancing the health of animals and bringing solutions to our customers who raise and care for them.

We were incorporated in Delaware in July 2012. Prior to that the company was a business unit of Pfizer Inc. The address of our principal executive offices is 10 Sylvan Way, Parsippany, New Jersey 07054, and our telephone number is (973) 822-7000.

Recent Developments

On July 27, 2018, we entered into a new revolving credit agreement with a syndicate of banks providing for a 364-day \$500 million senior unsecured revolving credit facility (the 364-day revolving credit facility). The 364-day revolving credit facility requires us to prepay any borrowings thereunder with the net cash proceeds of any issuance of senior unsecured notes by us or any of our subsidiaries.

On July 31, 2018, we completed the acquisition of Abaxis, Inc., a California corporation (Abaxis), a leader in the development, manufacture and marketing of diagnostic instruments for veterinary point-of-care services, for cash consideration of approximately \$2 billion in the aggregate, pursuant to the Agreement and Plan of Merger (the Merger Agreement), dated as of May 15, 2018, by and among the Company, Abaxis and Zeus Merger Sub, Inc., a California corporation and an indirect wholly owned subsidiary of the Company (Merger Sub). Pursuant to the Merger Agreement, on July 31, 2018, Merger Sub merged with and into Abaxis, with Abaxis continuing as the surviving corporation and a wholly owned subsidiary of Zoetis (the Abaxis Acquisition).

In July 2018, in order to finance a portion of the cash consideration for the Abaxis Acquisition, we borrowed \$500 million under the 364-day revolving credit facility and issued commercial paper of \$500 million under our existing commercial paper program. We funded the remainder of the cash consideration of the Abaxis Acquisition, which was approximately \$1 billion, using cash on hand.

Table of Contents**The Offering**

The following is a brief summary of the terms and conditions of this offering. It does not contain all of the information that you need to consider in making your investment decision. To understand all of the terms and conditions of the offering of the notes, you should carefully read this prospectus supplement, as well as the accompanying prospectus and the documents incorporated by reference. As used in this section, references to Zoetis, our company, we, us and our refer only to Zoetis Inc. and not to any of its current or future subsidiaries.

Issuer	Zoetis Inc.
Securities Offered	\$300 million aggregate principal amount of floating rate senior notes due 2021, \$300 million aggregate principal amount of 3.250% senior notes due 2021, \$500 million aggregate principal amount of 3.900% senior notes due 2028 and \$400 million aggregate principal amount of 4.450% senior notes due 2048.
Original Issue Date	August 20, 2018.
Maturity Dates	August 20, 2021 for the 2021 floating rate notes, August 20, 2021 for the 2021 notes, August 20, 2028 for the 2028 notes and August 20, 2048 for the 2048 notes.
Interest Rate	Three-month LIBOR plus 0.44% per annum for the 2021 floating rate notes, 3.250% per annum for the 2021 notes, 3.900% per annum for the 2028 notes and 4.450% per annum for the 2048 notes.
Interest Payment Dates	Interest on the 2021 floating rate notes will be payable quarterly in arrears on each February 20, May 20, August 20 and November 20, commencing November 20, 2018. Interest on the fixed rate notes will be payable semi-annually in arrears on February 20 and August 20 of each year, commencing February 20, 2019.
Optional Redemption	The 2021 floating rate notes are not redeemable at our option before the maturity date. We will have the right at our option to redeem any series of fixed rate notes, in whole or in part, at any time or from time to time at redemption prices described in Description of Notes Optional Redemption. On or after May 20, 2028 (the date that is three months prior to the maturity date of the 2028 notes), we may redeem all or any portion of the 2028 notes at our option at any time at a redemption price equal to 100% of the principal amount of the 2028 notes being redeemed.

plus accrued and unpaid interest to, but excluding, the date of redemption. On or after February 20, 2048 (the date that is six months prior to the maturity date of the 2048 notes), we may redeem all or any portion of the 2048 notes at our option at any time at a redemption price equal to 100% of the principal amount of the 2048 notes being redeemed plus accrued and unpaid interest to, but excluding, the date of redemption. See Description of Notes Optional Redemption.

S-2

Table of Contents

Change of Control Triggering Event	Upon the occurrence of a change of control triggering event, we will be required to make an offer to purchase the notes at a price equal to 101% of the principal amount of the notes, plus accrued and unpaid interest, if any, to, but excluding, the date of repurchase. See Description of Notes Change of Control.
Ranking	The notes will be our senior unsecured obligations and will rank equally with all of our existing and future senior unsecured indebtedness. Substantially all of our significant assets are the capital stock of our subsidiaries, and the notes are not guaranteed by our subsidiaries. As a result, the notes are structurally subordinated to all debt and other liabilities, including trade and other payables, of our subsidiaries. As of June 30, 2018, the aggregate amount of total liabilities (including debt, trade and other payables) of our subsidiaries was approximately \$1.6 billion.
Further Issuances	We may, without the consent of the holders of notes of any series, issue additional notes having the same ranking and the same interest rate, maturity and other terms as the notes of any series.
Use of Proceeds	We intend to use the net proceeds to repay \$500 million drawn under the 364-day revolving credit facility, repay \$500 million issued under our commercial paper program and for general corporate purposes. See Use of Proceeds.
Denomination	We will issue the notes in denominations of \$2,000 and in integral multiples of \$1,000 in excess of \$2,000.
Trading	The notes will not be listed on any national securities exchange or be quoted on any automated dealer quotation system.
Trustee	Deutsche Bank Trust Company Americas.
Risk Factors	You should consider carefully all the information set forth and incorporated by reference in this prospectus supplement and the accompanying prospectus and, in particular, you should evaluate the information set forth under the heading Risk Factors beginning on page S-5 in this prospectus supplement before investing in the notes.
Conflicts of Interest	
Table of Contents	

Affiliates of Barclays Capital Inc., Citigroup Global Markets Inc., J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and MUFG Securities Americas Inc. are lenders under the 364-day revolving credit facility and therefore will receive proceeds from this offering to the extent that proceeds are used to repay borrowings under the 364-day revolving credit facility. Barclays Capital Inc., Citigroup Global Markets Inc. and J.P. Morgan Securities LLC act as dealers under our commercial paper program and therefore may receive proceeds from this offering to the extent that proceeds are used to repay borrowings under our commercial paper program. Because at least 5% of the net proceeds of this offering, not including underwriting compensation, may be used to

S-3

Table of Contents

repay the amounts outstanding under the 364-day revolving credit facility and commercial paper program, each of which is extended by affiliates of certain of the underwriters, such underwriters may be considered to have a conflict of interest with us in regards to this offering. The distribution arrangements for this offering comply with the requirements of FINRA Rule 5121, regarding a FINRA member firm's participation in the distribution of securities of an affiliate. In accordance with that rule, no qualified independent underwriter is required because the notes offered are investment grade rated, as that term is defined in the rule. In accordance with Rule 5121, no FINRA member firm that has a conflict of interest under Rule 5121 may make sales in this offering to any discretionary account without the prior approval of the customer.

S-4

Table of Contents

RISK FACTORS

*Before purchasing the notes, you should consider carefully the information under the headings **Risk Factors** in our Annual Report on Form 10-K for the year ended December 31, 2017, in our Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2018 and June 30, 2018 and in the accompanying prospectus, and the following risk factors. You should also carefully consider the other information included in this prospectus supplement, the accompanying prospectus and other information incorporated by reference herein and therein. Each of the risks described in these documents could materially and adversely affect our business, financial condition, results of operations and prospects, and could result in a partial or complete loss of your investment. See **Where You Can Find More Information**.*

Risks Related to the Notes

Zoetis has substantial indebtedness.

Zoetis has a significant amount of indebtedness, which could materially adversely affect its operating results, financial condition and liquidity. As of June 30, 2018, Zoetis had approximately \$5.0 billion of total unsecured indebtedness outstanding. In addition, Zoetis currently has agreements for a five-year revolving credit facility with a capacity of up to \$1 billion, a 364-day revolving credit facility with a capacity of up to \$0.5 billion and a commercial paper program with a capacity of up to \$1 billion. As of August 2, 2018, Zoetis has \$0.5 billion drawn under the 364-day revolving credit facility and has issued \$0.5 billion of commercial paper under its commercial paper program in connection with the closing of its acquisition of Abaxis, Inc. Zoetis may also incur additional indebtedness under these arrangements in the future.

Zoetis may incur substantial additional debt from time to time to finance working capital, capital expenditures, investments or acquisitions, or for other purposes. If Zoetis does so, the risks related to its high level of debt could intensify. Specifically, Zoetis' high level of debt could have important consequences, including:

making it more difficult for Zoetis to satisfy its obligations with respect to its debt;

limiting its ability to obtain additional financing to fund future working capital, capital expenditures, business development or other general corporate requirements, including dividends;

increasing its vulnerability to general adverse economic and industry conditions;

exposing it to the risk of increased interest rates as certain of Zoetis' borrowings are and may in the future be at variable rates of interest;

limiting its flexibility in planning for and reacting to changes in the animal health industry;

placing it at a competitive disadvantage to other, less leveraged competitors;

impacting its effective tax rate; and

increasing its cost of borrowing.

In addition, the instruments governing Zoetis' indebtedness contain restrictive covenants that will limit its ability to engage in activities that may be in its long-term best interest. For example, Zoetis' credit facility contains a financial covenant requiring it to not exceed a maximum total leverage ratio and covenants that, among other things, limit or restrict its and its subsidiaries' ability, subject to certain exceptions, to incur liens, merge, consolidate or sell, transfer or lease assets, transact with affiliates and incur priority indebtedness. Zoetis' failure to comply with such covenants could result in an event of default which, if not cured or waived, could result in the acceleration of all its debt.

The notes are unsecured and effectively junior to Zoetis' secured indebtedness.

The notes are unsecured general obligations. Holders of existing and future secured indebtedness will have claims that are prior to your claims as holders of the notes, to the extent of the assets securing such indebtedness.

S-5

Table of Contents

In the event of a bankruptcy, liquidation, dissolution, reorganization or similar proceeding, Zoetis' pledged assets would be available to satisfy obligations of our secured indebtedness before any payment could be made on the notes. To the extent that such assets cannot satisfy in full Zoetis' secured indebtedness, the holders of such indebtedness would have a claim for any shortfall that would rank equally in right of payment with the notes. In any of the foregoing events, Zoetis cannot assure you that there will be sufficient assets to pay amounts due on the notes. As a result, holders of the notes may receive less, ratably, than holders of our secured indebtedness.

Zoetis is a holding company and holders of the notes will be effectively subordinated to all Zoetis' subsidiaries indebtedness and obligations.

Zoetis conducts its operations through its subsidiaries. Accordingly, payment of its obligations under the notes will depend on the generation of cash flow by its subsidiaries, including its international subsidiaries, and their ability to make such cash available to Zoetis, by dividend, debt repayment or otherwise. Zoetis' subsidiaries will not have any obligation to pay amounts due on the notes or to make funds available for that purpose. Our subsidiaries may not be able to, or may not be permitted to, make distributions to enable us to make payments on the notes. Each subsidiary is a distinct legal entity, and under certain circumstances, legal, tax and contractual restrictions may limit Zoetis' ability to obtain cash from its subsidiaries. In addition, the notes will be structurally subordinated to all existing and future indebtedness and other obligations of Zoetis' subsidiaries. In the event of a bankruptcy, liquidation, dissolution, reorganization or similar proceeding of any of Zoetis' subsidiaries, creditors of Zoetis' subsidiaries will generally be entitled to payment of their claims from the assets of those subsidiaries before any assets are made available for distribution to Zoetis, except to the extent Zoetis may also have a claim as a creditor. As of June 30, 2018, the aggregate amount of total liabilities (including debt, trade and other payables) of Zoetis' subsidiaries was approximately \$1.6 billion. In the event that Zoetis does not receive distributions from its subsidiaries, Zoetis may be unable to make required payments on the notes.

Zoetis may not have the funds necessary to finance the change of control offer required by the indenture governing the notes.

Upon the occurrence of a change of control of Zoetis and a downgrade below investment grade by Moody's Investor Services, Inc. and Standard & Poor's Rating Services, we will be required to offer to repurchase all outstanding notes at 101% of the aggregate principal amount plus accrued and unpaid interest, if any, to the date of repurchase. However, it is possible that we will not have sufficient funds at the time of the change of control (as defined herein) to make the required repurchase of notes or that restrictions in our then-existing debt instruments will not allow such repurchases. See Description of Notes Change of Control.

Zoetis' credit ratings may not reflect all risks of your investment in the notes.

The credit ratings assigned to the notes are limited in scope, and do not address all material risks relating to an investment in the notes, but rather reflect only the view of each rating agency at the time the rating is issued. There can be no assurance that such credit ratings will remain in effect for any given period of time or that a rating will not be lowered, suspended or withdrawn entirely by the applicable rating agencies, if, in such rating agency's judgment, circumstances so warrant. Credit ratings are not a recommendation to buy, sell or hold any security. Each agency's rating should be evaluated independently of any other agency's rating. Actual or anticipated changes or downgrades in Zoetis' credit ratings, including any announcement that Zoetis' ratings are under further review for a downgrade, could affect the market prices of the notes and increase Zoetis' borrowing costs.

Table of Contents

Active trading markets may not develop for the notes and the notes may trade at a discount from their initial offering price.

The notes are new issuances of securities for which no public trading market currently exists. Accordingly, a liquid market for the notes may not develop or be maintained. The notes will not be listed on any national securities exchange or be quoted on any automated dealer quotation system. In addition, Zoetis cannot assure you that the market for the notes will be free from disruptions that may adversely affect the prices at which you may sell the notes. In addition, the notes may trade at a discount from their initial offering prices, depending upon prevailing interest rates, the market for similar notes, Zoetis' performance and other factors.

The amount of interest payable on the 2021 floating rate notes is set only once per quarter based on the three-month LIBOR rate on the interest determination date, which rate may fluctuate substantially.

In the past, the level of the three-month LIBOR rate has experienced significant fluctuations. You should note that historical levels, fluctuations and trends of the three-month LIBOR rate are not necessarily indicative of future levels. Any historical upward or downward trend in the three-month LIBOR rate is not an indication that the three-month LIBOR rate is more or less likely to increase or decrease at any time, and you should not take the historical levels of the three-month LIBOR rate as an indication of its future performance. Additionally, although the actual three-month LIBOR rate on an interest payment date or at other times during an interest period may be higher than the three-month LIBOR rate on the applicable interest determination date, the only relevant date for purposes of determining the interest payable on the 2021 floating rate notes is the three-month LIBOR rate as of the interest determination date for such interest period. Changes in the three-month LIBOR rates between interest determination dates will not affect the interest payable on the 2021 floating rate notes. As a result, changes in the three-month LIBOR rate may not result in a comparable change in the market value of the 2021 floating rate notes.

Uncertainty relating to the calculation of LIBOR and other reference rates and their potential discontinuance may materially adversely affect the value of the 2021 floating rate notes.

National and international regulators and law enforcement agencies have conducted investigations into a number of rates or indices which are deemed to be reference rates. Actions by such regulators and law enforcement agencies may result in changes to the manner in which certain reference rates are determined, their discontinuance, or the establishment of alternative reference rates. In particular, on July 27, 2017, the Chief Executive of the U.K. Financial Conduct Authority (the "FCA"), which regulates LIBOR, announced that the FCA will no longer persuade or compel banks to submit rates for the calculation of LIBOR after 2021. Such announcement indicates that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021. Notwithstanding the foregoing, it appears highly likely that LIBOR will be discontinued or modified by 2021.

At this time, it is not possible to predict the effect that these developments, any discontinuance, modification or other reforms to LIBOR or any other reference rate, or the establishment of alternative reference rates may have on LIBOR, other benchmarks or floating rate debt securities, including the 2021 floating rate notes. Uncertainty as to the nature of such potential discontinuance, modification, alternative reference rates or other reforms may materially adversely affect the trading market for securities linked to such benchmarks, including the 2021 floating rate notes. Furthermore, the use of alternative reference rates or other reforms could cause the interest rate calculated for the 2021 floating rate notes to be materially different than expected.

If we determine an alternative reference rate for LIBOR, as described in "Description of Notes—Principal, Maturity and Interest—Interest on the 2021 Floating Rate Notes," the calculation agent may, after consultation with us, make certain adjustments to such rate, including making adjustments on the spread thereon, as well as the business day convention,

interest determination dates and related provisions and definitions, in each case that are consistent with accepted market practice for such alternative reference rate. Any such adjustments could result in an interest rate that is different from what would have otherwise been calculated using LIBOR and could materially affect the value of the 2021 floating rate notes.

S-7

Table of Contents**RATIO OF EARNINGS TO FIXED CHARGES**

Our consolidated ratio of earnings to fixed charges for each of the years ended December 31, 2013 through 2017 and the six month period ended June 30, 2018 is set forth below.

For the purpose of computing these ratios, earnings consists of income from continuing operations before provision for taxes on income, plus fixed charges, and amortization of capitalized interest. Fixed charges consists of interest expense (which includes amortization of debt premium, discount and other debt costs) net of capitalized interest, the estimated interest portion of rental expense, and capitalized interest. The ratio was calculated by dividing the sum of the earnings (as defined above) by the sum of the fixed charges (as defined above).

	Six Months Ended June 30, 2018	Year Ended December 31,				
	2018	2017	2016	2015	2014	2013
Ratio of earnings to fixed charges	9.4	9.1	7.9	5.0	7.2	6.4

Table of Contents

USE OF PROCEEDS

We expect to receive net proceeds from this offering of approximately \$1.49 billion (after deducting the underwriting discounts, but before deducting expenses of the offering). We intend to use the net proceeds to repay (1) \$500 million drawn under the 364-day revolving credit facility, which matures on July 26, 2019 and bears interest, at our option, at rates equal to either a base rate or a Eurodollar rate, in each case plus an applicable margin, and (2) \$500 million issued under our commercial paper program that was issued with maturities of up to 33 days with interest rates ranging from 2.23% to 2.35%, which were borrowed to fund a portion of the cash consideration for the Abaxis Acquisition, and for general corporate purposes. We may use funds that are not immediately needed for these purposes to temporarily invest in short-term marketable securities.

Affiliates of Barclays Capital Inc., Citigroup Global Markets Inc., J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and MUFG Securities Americas Inc. are lenders under the 364-day revolving credit facility and therefore will receive proceeds from this offering to the extent that proceeds are used to repay borrowings under the 364-day revolving credit facility. Barclays Capital Inc., Citigroup Global Markets Inc. and J.P. Morgan Securities LLC act as dealers under our commercial paper program and therefore may receive proceeds from this offering to the extent that proceeds are used to repay borrowings under our commercial paper program. See Underwriting (Conflicts of Interest).

Table of Contents**CAPITALIZATION**

The following table sets forth our unaudited capitalization as of June 30, 2018:

on a historical basis;

on a pro forma basis to give effect to our borrowing of \$500 million under the 364-day revolving credit facility and issuance of \$500 million under our commercial paper program in July 2018, which were borrowed to fund a portion of the cash consideration for the Abaxis Acquisition; and

on a pro forma as adjusted basis to give further effect to the issue of the notes offered hereby and the use of proceeds therefrom.

You should read this table in conjunction with our consolidated financial statements and the notes thereto and Management's Discussion and Analysis of Financial Condition and Results of Operations included in our quarterly report on Form 10-Q for the quarter ended June 30, 2018, as incorporated by reference herein.

	As of June 30, 2018 (unaudited)		
	Pro forma		
	Actual	Pro formas adjusted	
Short-term borrowings¹:			
Short term borrowings	0	1,000	0
Long-term debt:			
3.450% senior notes due 2020	500	500	500
3.250% senior notes due 2023	1,350	1,350	1,350
4.500% senior notes due 2025	750	750	750
3.000% senior notes due 2027	750	750	750
4.700% senior notes due 2043	1,150	1,150	1,150
3.950% senior notes due 2047	500	500	500
Floating rate senior notes due 2021			300
3.250% senior notes due 2021			300
3.900% senior notes due 2028			500
			400

4.450% senior notes due
2048

Total debt	5,000	6,000	6,500
------------	-------	-------	-------

Stockholders' equity:

Common stock	5	5	5
--------------	---	---	---

Treasury stock

&e Employment Agreement) cease for any reason to constitute a majority of the Board or if a majority of members of the Company's Board is replaced during any twelve month period by Directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. The Change in Control provisions are double-trigger provisions, meaning that a change in control in and of itself does not trigger any payments, but rather there would also need to be either a termination without cause of the executive or a voluntary termination by the executive for "good reason" before any benefits are triggered ("good reason" voluntary termination only triggers payments for Timothy Yates, Mark Stoever, and Michael Miller). The Nominees, if elected, reserve the right to take action to terminate certain the covered NEOs without cause or to otherwise take any action that may provide "good reason" for any such covered NEOs to voluntarily terminate their employment for "good reason," which in turn will trigger Change in Control payments to the nominees, as described below. Under Mr. Yates's Employment Agreement, dated as of November 4, 2014, "good reason" shall exist permitting Mr. Yates to terminate his employment with the Company if he ceases to serve as Chief Executive Officer of the Company.

16

According to the Company's Schedule 14D9, filed on September 6, 2016 in connection with the Tender Offer, the benefits payable to the NEOs under their Employment Agreements would be, in the aggregate, approximately \$10 million, including approximately \$5.0 million for Mr. Yates, \$3.1 million for Mr. Stoever, and \$1.8 million for Mr. Miller.

Consent Required.

According to Article III, Section 3 of the Bylaws, the approval of Proposal 4 requires the affirmative consent of stockholders holding at least a majority of the Voting Stock with respect to each Nominee. Abstentions and broker non-votes will have the same effect as withholding consent, which means that they will have the effect of a vote "against" Proposal 4.

We urge you to sign and return our GOLD consent card.

If you have already revoked your consent using the Company's [white] consent revocation card, you have every right to revoke the revocation of consent by completing and mailing the enclosed GOLD consent card in the enclosed pre-paid envelope or by giving consent via Internet or by telephone by following the instructions on the GOLD consent card. Only the latest validly executed consent that you submit will be counted; any consent or consent revocation may be revoked at any time prior to our delivery of consents to the Company by following the instructions under "Can I change my consent instructions or cancel my revocation of consent?" in the Questions & Answers section. If you have any questions or require any assistance with giving consent for your shares, please contact our consent solicitor, Okapi Partners LLC, toll free at (855) 305-0856 or collect at (212) 297-0720.

We Urge You to CONSENT to Elect ALL seven of the Nominees on the GOLD consent card.

CONSENT PROCEDURES

Section 228 of the DGCL provides that, absent a contrary provision in a Delaware corporation's certificate of incorporation, any action that is required or permitted to be taken at a meeting of a corporation's stockholders may be taken without a meeting, without prior notice and without a vote, if consents in writing, setting forth the action so taken, are signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and such consents are properly delivered to the corporation by delivery to its registered office in Delaware, its principal place of business or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. The Company's certificate of incorporation, as amended, does not contain any such contrary provision.

For the Proposals to be effective, properly completed and unrevoked written consents to the Proposals from the holders of record as of the close of business on the Record Date of a majority of the shares of Common Stock then outstanding must be delivered to the Company, under Delaware law and the Bylaws, within 60 days of the earliest dated written consent delivered to the Company. **In order to ensure that your consent is delivered to the Company in a timely manner, we have set [] as the deadline for submission of written consents, but we reserve the right, in our sole discretion, to extend such deadline. Effectively, this means that you have until [] to consent to the Proposals. WE URGE YOU TO ACT PROMPTLY TO ENSURE THAT YOUR CONSENT WILL COUNT.** We reserve the right to submit consents to the Company at any time within 60 days of the earliest dated written consent delivered to the Company.

WE URGE YOU TO ACT TODAY TO ENSURE THAT YOUR CONSENT WILL COUNT.

If the Proposals become effective as a result of this consent solicitation by less than unanimous written consent, prompt notice of the Proposals will be given under Section 228(e) of the DGCL to stockholders who have not executed written consents. All stockholders will be notified as promptly as possible by press release of the results of the solicitation.

Procedural Instructions

You may consent to any of the Proposals on the enclosed **GOLD** consent card by marking the “CONSENT” box and signing, dating and returning the **GOLD** consent card in the envelope provided. You may also withhold consent with respect to any of the Proposals on the enclosed **GOLD** consent card by marking the “WITHHELD” box, and signing, dating and returning the **GOLD** consent card in the envelope provided. You may abstain from consenting to any of the Proposals on the enclosed **GOLD** consent card by marking the “ABSTAIN” box and signing, dating and returning the **GOLD** consent card in the envelope provided.

If you sign, date and return the **GOLD** consent card, but give no direction with respect to certain of the Proposals, you will be deemed to consent to any such Proposal.

Please note that in addition to signing the enclosed **GOLD** consent card, you must also date it to ensure its validity.

We Urge You to CONSENT to ALL OF THE PROPOSALS on the GOLD Consent Card.

QUESTIONS AND ANSWERS ABOUT THE CONSENT MATERIALS AND THE CONSENT SOLICITATION

Why are we soliciting your consent?

The incumbent Board is responsible for the flawed and unorganized sale process that led to the current deal with Randstad, the poor operation of the business that has led to a prolonged and consistent destruction of shareholder value, and the fact that the Company was buying back stock at over \$6 per share in Q4 of 2015, only to agree to sell the business for \$3.40 per share several months later. For the foregoing reasons, among other reasons, we have lost all faith in the ability of the current Board to act in the best interests of stockholders. This consent solicitation is the best option we have available at this time for immediately installing a new, independent majority on the Board that, in our opinion, will ensure our collective best interests are being looked after. Our highly qualified director Nominees are fully committed to improving the Company's performance and increasing value for the benefit of all stockholders. We believe that replacing the Board with our Nominees will give us the best chance of turning around the Company's serial underperformance and to ensure that Monster will not again enter into a merger agreement that allows for a third party to purchase shares at such a disadvantageous price.

Who is entitled to give consent?

Only holders of Voting Stock at the close of business on the Record Date, [], 2016 are entitled to give consent to the Proposals described in this Consent Statement. Stockholders who sold shares of Common Stock before the Record Date (or acquire them without voting rights after the Record Date) may not give consent for such shares of Common Stock. Stockholders of record on the Record Date will retain their consent rights even if they sell such shares of Common

Stock after the Record Date (unless they also transfer their voting rights).

When is the deadline for submitting consents?

We urge you to submit your consent as soon as possible. For the Proposals to be adopted, properly completed and unrevoked written consents to the Proposals from the holders of record as of the close of business on the Record Date of a majority of the shares of Common Stock then outstanding must be delivered to the Company, under Delaware law and the Bylaws, within 60 days of the earliest dated written consent delivered to the Company. **In order to ensure that your consent is delivered to the Company in a timely manner, we have set [] as the deadline for submission of written consents, but we reserve the right, in our sole discretion, to extend such deadline. Effectively, this means that you have until [] to consent to the Proposals. WE URGE YOU TO ACT PROMPTLY TO ENSURE THAT YOUR CONSENT WILL COUNT.** We reserve the right to submit consents to the Company at any time within 60 days of the earliest dated written consent delivered to the Company. See “CONSENT PROCEDURES” on the previous page for additional information regarding such procedures.

How many consents must be received in order to adopt the Proposals?

Each of the Proposals will be adopted and become effective when properly completed, unrevoked consents are signed by a majority of the outstanding Voting Stock as of the close of business on the Record Date, provided that such consents are delivered to the Company within 60 calendar days of the date of the earliest dated consent delivered to the Company. The consent of a majority of the outstanding Voting Stock is required for the removal of each director and accordingly, such removal will be effectuated on a director-by- director basis. The Bylaw Restoration Proposal and the Removal Proposal are not subject to, or conditioned upon, the effectiveness of the other Proposals. The Board Size Proposal and the Election Proposal are conditioned, in part,

upon the effectiveness of the Removal Proposal.

According to the Company, as of the Record Date, there were [89,071,628] shares of Common Stock outstanding, each of which is entitled to one vote on each Proposal and no other classes of voting securities were outstanding. This means that the consent of the holders of at least [44,535,815] shares of Common Stock would be necessary to effect each of the Proposals.

19

How do I give consent for my shares?

Shares held in record name. If your shares of Common Stock are registered in your own name, please give consent today by signing, dating and returning the enclosed **GOLD** consent card in the postage-paid envelope provided.

Execution and delivery of a consent by a record holder of shares of Common Stock will be presumed to be a consent with respect to all shares held by such record holder unless the consent specifies otherwise.

Shares beneficially owned or held in “street” name. If you hold your shares of Common Stock in “street” name with a broker, bank, dealer, trust company, or other nominee, only that nominee can exercise the right to give consent with respect to the shares of Common Stock that you beneficially own through such nominee and only upon receipt of your specific instructions. Accordingly, it is critical that you promptly give instructions to your broker, bank, dealer, trust company, or other nominee to give consent to the Proposals. Please follow the instructions to give consent provided on the enclosed **GOLD** consent card. If your broker, bank, dealer, trust company, or other nominee provides for consent instructions to be delivered to them by telephone or Internet, instructions will be included on the enclosed **GOLD** consent card. We urge you to confirm in writing your instructions to the person responsible for your account and provide a copy of those instructions by emailing them to info@okapipartners.com or mailing them to MediaNews Group, Inc., LP, c/o Okapi Partners LLC, 1212 Avenue of the Americas, 24th Floor, New York, N.Y. 10036, so that we will be aware of all instructions given and can attempt to ensure that such instructions are followed.

Note: Shares of Common Stock represented by properly executed **GOLD** consent cards will, in the absence of specific instructions, “CONSENT” to Proposals 1 through 4.

**IF YOU TAKE NO ACTION, YOU WILL IN EFFECT
BE REJECTING THE PROPOSALS.**

How should I act on each proposal?

We recommend that you give consent for your shares on the **GOLD** consent card as follows:

“**CONSENT**” to the Bylaw Restoration Proposal (Proposal 1);

“**CONSENT**” to the Removal Proposal (Proposal 2);

“**CONSENT**” to the Board Size Proposal (Proposal 3); and

“**CONSENT**” to the Election Proposal (Proposal 4).

*What are “broker non-votes” and what effect do they have on
the proposals?*

Generally, broker non-votes occur when shares held by a broker, bank, or other nominee in “street name” for a beneficial owner are not voted with respect to a particular proposal because the broker, bank, or other nominee has not received voting instructions from the beneficial owner and lacks discretionary voting power to vote those shares with respect to that particular proposal. If your shares are held in the name of a brokerage firm, and the brokerage firm has not received consent solicitation instructions from the beneficial owner of the shares with respect to that proposal, the brokerage firm cannot vote the shares on that proposal unless it is a “routine” matter. Under the NYSE Rules, there are no “routine” proposals in a contested consent solicitation such as this one. Because MNG has initiated a contested consent solicitation, there will be no “routine” matters in this Consent Solicitation.

**ABSTENTIONS, FAILURES TO CONSENT AND
BROKER NON-VOTES WILL HAVE THE SAME
EFFECT AS WITHHOLDING CONSENT, WHICH IN**

EFFECT, IS EQUIVALENT TO REJECTING THE PROPOSALS.

What should I do if I receive a consent revocation card from the Company?

You may receive consent revocation solicitation materials from Monster, including a consent revocation statement and [white] consent revocation card. We are not responsible for the accuracy of any information contained in any consent solicitation materials used by the Company or any other statements that it may otherwise make.

20

We recommend that you disregard any consent revocation card or solicitation materials that may be sent to you by the Company. If you have already revoked your consent using the Company's [white] consent revocation card, you have every right to revoke that revocation of consent by completing and mailing the enclosed GOLD consent card in the enclosed pre-paid envelope or by giving consent via Internet or by telephone by following the instructions on the GOLD consent card. Only the latest validly executed consent that you submit will be counted; any consent revocation may be revoked at any time prior to our delivery of consents to the Company by following the instructions below under "Can I change my consent instructions or cancel my revocation of consent?" If you have any questions or require any assistance with giving consent for your shares, please contact our consent solicitor, Okapi Partners LLC, toll free at (855) 305-0856 or collect at (212) 297-0720.

Can I change my consent instructions or cancel my revocation of consent?

If you are the stockholder of record, you may change your consent instructions or cancel your revocation of consent revocation prior to our delivery of consents to the Company by:

signing, dating and returning the enclosed GOLD consent card (the latest dated consent is the only one that counts); or delivering a later dated consent to MediaNews Group, Inc., c/o Okapi Partners LLC, 1212 Avenue of the Americas, 24th Floor, New York, N.Y. 10036 or to the secretary of the Company.

If your shares are held in a brokerage account by a broker, bank, or other nominee, you should follow the instructions provided by your broker, bank, or other nominee. Please contact Okapi Partners LLC toll free at (855) 305-0856 or collect at (212) 297-0720 for assistance or if you have any questions.

IF YOU HAVE ALREADY SUBMITTED THE COMPANY'S [WHITE] CONSENT REVOCATION CARD, WE URGE YOU TO REVOKE IT BY FOLLOWING THE INSTRUCTIONS ABOVE. In addition, although a revocation is effective if delivered to the Company, we request that either the original or a copy of any revocation be mailed to MediaNews Group, Inc., c/o Okapi Partners LLC, 1212 Avenue of the Americas, 24th Floor, New York, N.Y. 10036, so that we will be aware of all revocations.

Who is making this Consent Solicitation and who is paying for it?

The solicitation of consents pursuant to this consent solicitation is being made by MNG and the Nominees. Consents may be solicited by mail, facsimile, telephone, telegraph, Internet, in person and by advertisements. MNG will solicit consents from individuals, brokers, banks, bank nominees and other institutional holders. MNG have requested banks, brokerage houses and other custodians, nominees and fiduciaries to forward all solicitation materials to the beneficial owners of the shares of Common Stock they hold of record. MNG will reimburse these record holders for their reasonable out-of-pocket expenses in so doing. It is anticipated that certain regular employees of MNG will also participate in the solicitation of consents in support of the Nominees. Such employees will receive no additional consideration if they assist in the solicitation of consents.

MNG has retained Okapi Partners LLC ("Okapi") to provide solicitation and advisory services in connection with this solicitation. Okapi will be paid [a fee not to less than \$[] based upon the campaign services provided. In addition, MNG will reimburse Okapi for its reasonable out-of-pocket expenses and will indemnify Okapi against certain liabilities and expenses, including certain liabilities under the federal securities laws. Okapi will solicit consents from individuals, brokers, banks, bank nominees and other institutional holders. It is anticipated that Okapi will employ up to [] persons to solicit the Company's stockholders as part of this solicitation. Okapi does not believe that any of its directors, officers, employees, affiliates or controlling persons, if any, is a "participant" in this consent solicitation.

21

MNG will bear the cost of expenses in connection with this consent solicitation. Costs of this consent solicitation are currently estimated to be approximately \$[]. We estimate that through the date hereof, MNG's expenses in connection with the consent solicitation are approximately \$[]. If successful, MNG may seek reimbursement of these costs from the Company. In the event that MNG decides to seek reimbursement of its expenses, MNG does not intend to submit the matter to a vote of the Company's stockholders. The Board, which will consist of seven of the Nominees, if all are elected, would be required to evaluate the requested reimbursement consistent with their fiduciary duties to the Company and its stockholders. Costs related to the solicitation of consents include expenditures for attorneys, public relations and other advisors, solicitors, printing, advertising, postage, transportation, litigation, and other costs incidental to the solicitation.

Where can I find additional information concerning Monster?

MNG has omitted from this Consent Statement certain disclosure that is expected to be included in the [Company's Consent Revocation Statement] relating to the Consent Solicitation, filed with the SEC on []. Such disclosure includes, among other things, information regarding securities of the Company beneficially owned by the Company's directors and management; certain stockholders' beneficial ownership of more than 5% of the Company's securities; information concerning executive compensation; and information concerning the procedures for submitting stockholder proposals and director nominations intended for consideration at the 2017 Annual Meeting of Stockholders and for consideration for inclusion in the proxy materials for that meeting. Except as otherwise noted herein, the information in this Consent Statement concerning the Company has been taken from or is based upon documents and records on file with the SEC and other publicly available information. We take no responsibility for the accuracy or completeness of information contained in the Company's Consent Revocation Statement.

CONCLUSION

We urge you to carefully consider the information contained in this Consent Statement and then support our efforts by signing, dating, and returning the enclosed **GOLD** consent card today.

Thank you for your support,

	MediaNews Group, Inc. Joseph Anto	
Ethan Bloomfield	Daniel Dienst	Heath Freeman
Kevin Gregson	Lowell Robinson	Gregory Slayton

[], 2016

23

ANNEX I: INFORMATION ABOUT THE PARTICIPANTS

We urge you to carefully consider the information contained in this Consent Statement and then support our efforts by signing, dating, and returning the enclosed **GOLD** consent card today.

This consent solicitation is being made by MediaNews Group, Inc. (“MNG”) and the Nominees (collectively, the “Participants”).

As of the close of business on [September 28], 2016, MNG beneficially owns 10,300,000 shares of common stock, par value \$0.001 per share,^[*] of the Company (the “Common Stock”), representing approximately [11.6]% of the Company’s outstanding Common Stock. The percentages used herein are based upon [89,071,629] shares of Common Stock outstanding as of [September 1, 2016, as reported in the Company’s Solicitation/Recommendation Statement on Schedule 14D9, filed with the SEC on August 19, 2016].

The principal business of MNG is to offer multiplatform media publishing to the general public. The principal business of each of the Nominees is disclosed in the section titled “PROPOSAL 4: THE ELECTION PROPOSAL.”

The principal business address of each MNG is 101 W. Colfax Avenue, Suite 1100 Denver, Colorado, 80202. The principal business address of each of the Nominees is disclosed in the section titled “PROPOSAL 4: THE ELECTION PROPOSAL.”

Except as set forth in this Consent Statement (including the Annexes), (i) during the past ten years, no Participant has been convicted in a criminal proceeding (excluding traffic

violations or similar misdemeanors); (ii) no Participant in this consent solicitation directly or indirectly beneficially owns any securities of the Company; (iii) no Participant owns any securities of the Company which are owned of record but not beneficially; (iv) no Participant has purchased or sold any securities of the Company during the past two years; (v) no part of the purchase price or market value of the securities of the Company owned by any Participant is represented by funds borrowed or otherwise obtained for the purpose of acquiring or holding such securities; (vi) no Participant is, or within the past year was, a party to any contract, arrangements, or understandings with any person with respect to any securities of the Company, including, but not limited to, joint ventures, loan or option arrangements, puts or calls, guarantees against loss or guarantees of profit, division of losses or profits, or the giving or withholding of proxies; (vii) no associate of any Participant owns beneficially, directly or indirectly, any securities of the Company; (viii) no Participant owns beneficially, directly or indirectly, any securities of any parent or subsidiary of the Company; (ix) no Participant or any of his, her, or its associates was a party to any transaction, or series of similar transactions, since the beginning of the Company's last fiscal year, or is a party to any currently proposed transaction, or series of similar transactions, to which the Company or any of its subsidiaries was or is to be a party, in which the amount involved exceeds \$120,000; (x) no Participant or any of his, her, or its associates has any arrangement or understanding with any person with respect to any future employment by the Company or its affiliates, or with respect to any future transactions to which the Company or any of its affiliates will or may be a party; and (xi) no person, including any of the Participants, who is a party to an arrangement or understanding pursuant to which the Nominees are proposed to be elected, has a substantial interest, direct or indirect, by security holdings or otherwise in any matter to be acted on as set forth in this Consent Statement. There are no material proceedings to which any Participant or any of his, her, or its associates is a party adverse to the Company or any of its subsidiaries or has a material interest adverse to the Company or any of its subsidiaries. With respect to each of the Nominees, except as set forth in this Consent Statement (including the Annexes), none of the events enumerated in Item 401(f)(1)-(8) of Regulation S-K of the Exchange Act occurred during the past ten years. Neither the Nominees nor any associate of a Nominee has served as a director or named executive officer of the Company at any point during the last three fiscal years of the Company.

[*] As disclosed by MNG in this Consent Statement and in Schedule A to the Schedule 13D filed with the SEC on August 19, 2016, Mr. Freeman serves as the President and as a member of the board of directors of Alden Global Capital LLC, which may be deemed to exercise “control” (as used in Rule 13d under the Securities Exchange Act of 1934 (the “Exchange Act”)) of MNG.

Transactions by the Participants with respect to the Company's securities

The following table sets forth all transactions effected during the past two years by the Participants with respect to securities of the Company. The shares of Common Stock reported herein are held in either cash accounts or margin accounts in the ordinary course of business. Unless otherwise indicated, all transactions were effected on the open market.

Common Stock

MNG

Trade Date Shares Purchased (Sold)

07/01/2016	1,000,500
07/05/2016	950,000
07/06/2016	549,500
07/07/2016	160,000
07/08/2016	169,160
07/11/2016	112,246
07/18/2016	158,954
07/19/2016	169,640
07/20/2016	190,000
07/21/2016	180,000
07/22/2016	110,000
07/25/2016	250,000
07/26/2016	250,000
07/27/2016	150,000
08/09/2016	5,900,000

IMPORTANT

Tell your Board what you think! YOUR CONSENT IS VERY IMPORTANT, no matter how many or how few shares you own. Please “**CONSENT**” to each of the Proposals by taking three steps:

SIGNING the enclosed **GOLD** consent card,

DATING the enclosed **GOLD** consent card, and

MAILING the enclosed **GOLD** consent card TODAY in the envelope provided (no postage is required if mailed in the United States).

If any of your shares are held in the name of a broker, bank, bank nominee, or other institution, only it can give consent for your shares and only upon receipt of your specific instructions. Depending upon your broker or custodian, you may be able to give consent either by toll-free telephone or by the Internet. You may also give consent by signing, dating and returning the enclosed **GOLD** consent card in the postage-paid envelope provided, and to ensure that your consent is given for your shares, you should also contact the person responsible for your account and give instructions for a **GOLD** consent card to be issued representing your shares.

After signing the enclosed **GOLD** consent card, **DO NOT SIGN OR RETURN MONSTER’S CONSENT REVOCATION CARD UNLESS YOU INTEND TO CHANGE YOUR CONSENT INSTRUCTIONS**, because only your latest dated consent card will be counted.

If you have previously signed and returned a [white] consent revocation card to Monster, you have every right to change your consent instructions. Only your latest dated consent card will count. You may cancel any consent revocation card already sent to Monster by signing, dating and mailing the enclosed **GOLD** consent card in the postage-paid envelope

provided or by giving consent by telephone or Internet. Any consent revocation may be cancelled at any time prior to our delivery of written consents to the Company.

If you have any questions concerning this Consent Statement, would like to request additional copies of this Consent Statement, or need help giving consent for your shares, please contact our consent solicitor:

[Form of Gold Consent Card]

PRELIMINARY COPY – SUBJECT TO COMPLETION

MONSTER WORLDWIDE, INC.

THIS CONSENT SOLICITATION IS BEING MADE BY MEDIANEWS GROUP, INC. (“MNG,” “WE,” OR “US”) AND THE INDIVIDUALS NAMED IN PROPOSAL 4 (THE “NOMINEES”)

THE BOARD OF DIRECTORS OF MONSTER WORLDWIDE, INC. IS NOT SOLICITING THIS CONSENT

Unless otherwise indicated below, the undersigned, a stockholder of record of Monster Worldwide, Inc. (the “Company”) on [], hereby consents pursuant to Section 228(a) of the Delaware General Corporation Law with respect to all shares of common stock, \$0.001 par value per share of Monster Worldwide, Inc. held by the undersigned to the taking of the following actions without a meeting of the stockholders of the Company:

The undersigned hereby revokes any other revocation of consents heretofore given to consent to act with respect to said shares. This consent will be valid until MNG’s delivery of written consents to the Company.

IF NO BOX IS MARKED FOR A PROPOSAL, THE UNDERSIGNED WILL BE DEEMED TO CONSENT TO SUCH PROPOSAL, EXCEPT THAT THE UNDERSIGNED WILL NOT BE DEEMED TO CONSENT TO THE REMOVAL OF ANY CURRENT DIRECTOR OR TO THE ELECTION OF ANY NOMINEE WHOSE NAME IS WRITTEN IN THE APPLICABLE SPACE PROVIDED. MNG RECOMMENDS THAT YOU CONSENT TO PROPOSALS 1-4.

INSTRUCTIONS: *CONSENT RECOMMENDATIONS ARE INDICATED BY HIGHLIGHTED TEXT. OVER THE BOXES (FILL IN CONSENT BOXES “©“ IN BLACK OR BLUE INK)*

We recommend that you “CONSENT” to Proposal 1:

Proposal 1 – Repeal any provision of the Amended and Restated Bylaws of the Company (the “Bylaws”) in effect at the time this proposal becomes effective, including any amendments thereto, which was not included in the Bylaws that were in effect on March 16, 2016 and were filed with the Securities and Exchange Commission (the “SEC”) on March 21, 2016 (the “Bylaw Restoration Proposal”).

CONSENT WITHHOLD ABSTAIN

We recommend that you “CONSENT” to Proposal 2:

Proposal 2 – Remove without cause all seven members of the Board, John Gaulding, Edmund P. Giambastiani, Jr., James P. McVeigh, Gillian Munson, Jeffrey F. Rayport, Roberto Tunioli, and Timothy T. Yates, including and any person (other than those elected by this consent solicitation) nominated, elected or appointed to the Board to fill any vacancy on the Board or any newly-created directorships after June 7, 2016 and prior to the effectiveness of these Proposals (the “Removal Proposal”).

CONSENT WITHHOLD ABSTAIN

INSTRUCTION: to consent, withhold consent or abstain consenting to the removal of all the above-named persons, check the removal of certain of the above-named persons, but not all of them, or if you do not wish to consent to the removal of any other person or persons elected or appointed to the Board to fill any vacancy on the Board or any newly-created directorships after June 7, 2016 and prior to the effectiveness of the Proposals, check the “consent” box above and write (1) the name of each such person you do not wish removed, and/or (2) “do

not consent to removal of future directors,” in the following space:

We recommend that you “CONSENT” to Proposal 3:

Proposal 3 – Amend Article III, Section 1 of the Bylaws to fix the size of the Board at seven members or such other number of members determined by the Board (the “Board Size Proposal”);

CONSENT WITHHOLD ABSTAIN

Proposal 4 – Elect MNG’s seven nominees, Joseph Anto, Ethan Bloomfield, Daniel Dienst, Heath Freeman, Kevin Gregson, Lowell Robinson, and Gregory Slayton, to serve as directors of the Company (or, if any such nominee is unable to serve or for good cause will not serve as a director of the Company, any other person designated as a nominee by the remaining nominee or nominees) (the “Election Proposal”).

CONSENT WITHHOLD ABSTAIN

INSTRUCTION: to consent, withhold consent, or abstain from consenting to the election of all the persons named in Proposal 4, check the appropriate box above. If you wish to consent to the election of certain of the persons named in Proposal 4, but not all of them, check the “consent” box above and write the name of each such person you do not wish elected in the space provided below.

IN ORDER FOR YOUR CONSENT TO BE VALID, IT MUST BE DATED.

Signature (Capacity)

Date

Signature (Joint Owner) (Capacity/Title) Date

PLEASE SIGN, DATE AND PROMPTLY RETURN
THIS CONSENT IN THE ENCLOSED RETURN
ENVELOPE THAT IS POSTAGE PREPAID IF
MAILED IN THE UNITED STATES.