

## UNDENIABLY DAIRY BEAT THE LAG CONTEST

### OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE 13 YEARS OF AGE OR OLDER. VOID WHERE PROHIBITED. MESSAGE & DATA RATES MAY APPLY.**

**THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM OR TWITTER.**

The Undeniably Dairy Beat The Lag Contest (“Contest”) is sponsored by Dairy Management, Inc., (“Sponsor”), 10255 W. Higgins Rd., Suite 900, Rosemont, IL 60018, and is administered by Prize Logic, LLC, (“Administrator”), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. CONTEST PERIOD:** The Contest submission period begins on May 14, 2021 at 12:00 PM Eastern Time (“ET”) and ends on May 29, 2021 at 11:59:59 PM ET (“Submission Period”) and is followed by a judging period which begins on May 30, 2021 at 12:01 AM ET and ends on June 11, 2021 at 11:59:59 PM ET (“Judging Period”). The Submission Period and Judging Period are collectively the “Contest Period.” The Administrator’s computer is the Contest’s official clock.
- 2. ELIGIBILITY:** This Contest is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are at least thirteen (13) years old at the time of entry. Employees of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies or other entities involved in the development, judging or fulfillment of the Contest (collectively, “Contest Entities”) and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void where prohibited or restricted by law.

Participation constitutes Entrant’s (defined below) full and unconditional agreement to these Official Rules and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Contest. Any Entrant who is under 18 years of age or otherwise under the legal age of majority in the jurisdiction in which the Entrant resides must obtain permission to enter from his/her parent or legal guardian, and the agreement of the parent/legal guardian to these Official Rules, prior to entry.

- 3. HOW TO ENTER:** During the Submission Period an eligible entrant (“Entrant” or “you”) must log on to either their Twitter Account or Instagram Account and upload a video, photograph(s) or GIF showing their original simple (5 ingredients or less) dairy-based, recipe along **with the hashtag #BeatTheLagContest and tagging @dairygood** (collectively, the “Entry”). Entrant must “follow” @dairygood during the Contest Period and for a period of thirty (30) days thereafter for prize notification purposes. Recipe element of Entry must include at least one (1) dairy ingredient and be themed to be an ideal dish or snack to enjoy while gaming that helps you “Beat the Lag.” You can include the recipe in your Entry via post copy, text overlay, or verbal instructions (video). Videos should not exceed sixty (60) seconds. You may submit up to ten (10) photos in a single Entry post via Instagram (carousel) and up to four (4) photos in a single Entry Tweet. Additional requirements for the Entry are set forth at Rule 4 below. Following a valid Instagram or Twitter post that complies with these Official Rules, an Entrant will receive one (1) Entry into the Contest.

**Entry Limit:** There is a limit of two (2) Entries (1 for Twitter and 1 for Instagram) per person per day during the Submission Period. You can use the same recipe in your Entry via both Twitter and Instagram in a single day, however any new Entries on additional days of the Submission Period must feature a different recipe. An entrant cannot submit the same Entry more than once per social media

platform for an Entry into the Contest. For purposes of this Contest, a day is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET except on the Contest start date of May 14, 2021, when a day will start at 12:00 PM ET.

**VIA INSTAGRAM:** If an Entrant participates on Instagram, they must have their own active Instagram account with a non-private setting as of the date of Entry and throughout the Contest Period. Entrants may create an Instagram account at no cost by logging on to <http://instagram.com>. Creation of an Instagram account requires Entrant to agree to Instagram's Terms of Service and Privacy Policy, available at <http://instagram.com/about/legal/terms/> and <http://instagram.com/about/legal/privacy/>, respectively. Due to the way Instagram operate its services, entries from Instagram users with "protected" accounts (i.e., Entrant has set their account to private so that only people the Entrant has approved can view his or her updates) will not be eligible.

**VIA TWITTER:** If an Entrant participates on Twitter, they must have their own active Twitter account with a non-private setting as of the date of Entry and throughout the Contest Period. Entrants may create a Twitter account at no cost by logging on to <http://twitter.com>. Use of Twitter will be subject to that service provider's privacy policy and terms of use. The Twitter privacy policy and terms of use are available at: <https://twitter.com/privacy/> and <https://twitter.com/tos/>. Due to the way Twitter operates its services, all Tweets submitted as Entries must be public in order for entry to be eligible.

**NOTE:** By submitting an Entry, each Entrant (and the Entrant's parent/legal guardian if the Entrant is a minor) agrees that: (i) their Entry complies with these Official Rules, including the Entry Guidelines and Requirements/Representations and Warranties set forth in Section 4 of these Official Rules and (ii) that Sponsor or Administrator may disqualify the Entrant from the Contest if Sponsor or Administrator believes, in their sole and absolute discretion, that an Entry fails to comply with these Official Rules in any way and Entry will not be eligible to win. Entries may not be acknowledged. Proof of posting is not proof of entry.

By submitting an Entry, Entrant (and Entrant's parent/legal guardian if Entrant is a minor) hereby grants permission for the Entry to be posted/re-posted, in whole or in part, edited or unedited, including the Entrant's Instagram/Twitter account and public profile information, on the following: Sponsor's website at [usdairy.com](http://usdairy.com) ("Website") or Sponsor's social media channels (including but not limited to Instagram and Twitter), or other websites for public view (collectively "Sponsor Channels") during the Contest Period and after the Contest has ended, at Sponsor's sole discretion. Further, Entrant hereby understands and agrees that, at Sponsor's sole discretion, their Entry may be posted to the Website, Sponsor's Twitter account, Sponsor's Instagram account, or other social media sites associated with the Sponsor.

A mobile device is not required to participate in this Contest, but if an Entrant elects to enter the Contest on their mobile device, message and data rates may apply. Entrants should consult their wireless service provider regarding its' pricing plans. Entrants should review their mobile device's capabilities for specific app instructions.

**4. ENTRY GUIDELINES AND REQUIREMENTS/REPRESENTATIONS AND WARRANTIES:** Each Entrant (and Entrant's parent/legal guardian if Entrant is a minor) represents and warrants as follows with respect to Entries. Entries:

- Must be in English;
- Must comply with Twitter's or Instagram's posting requirements depending upon the platform on which the Entry is posted;
- Must contain the hashtag #BeatTheLagContest and tag @dairygood;
- Must not have been previously published or submitted previously in a promotion of any kind or won a prize or award;

- Must be the original work of the Entrant and must not contain images or artwork, music, quotes, parodies or other materials not created by Entrant. In connection with the recipe element of the Entry: an original recipe is created by Entrant and not copied from another source. You must either take the photo or video yourself or if someone else takes it, you must require the photographer (non-professional) to grant you ownership before you submit it and make clear the photo/video will be submitted in this Contest for use by Sponsor;
- Must not be defamatory or libelous or invade the publicity or privacy rights of any third party or contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased;
- Must not contain any commercial, political, religious, or other third party advertising or messaging;
- Must have approval from any persons appearing in the Entry and the Entrant must be able to provide express written consent of every such person appearing in the Entry (or if such person is a under 18 years old, then express written consent of the minor's parent/guardian) to Sponsor and/or Administrator if requested;
- Must be in keeping with Sponsor's image and not be offensive and not disparage Sponsor, Administrator, or any other person or party;
- Must not include personally identifiable information;
- Must not include use of any logos, brand names or trademarks (including but not limited to any branded recipe ingredients, video games, or gaming systems) other than Sponsor's, which Sponsor has granted Entrant, with respect to the Sponsor's trademarks, a limited license to use for purposes of this Contest as set forth in Section 5 of these Official Rules.
- Must not contain, facilitate, reference, or use material that is dangerous, fraudulent, inappropriate, indecent, lewd, violent, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
  - any cruelty to, or mistreatment in any way of animals;
  - gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
  - the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
  - the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Entry is created or otherwise promotes any unlawful, illegal, unsafe, dangerous or reckless behavior.

**NOTE:** If any Entry fails to comply with any of these Entry Guidelines and Requirements or any other provisions of these Official Rules, Sponsor reserves the right, in its sole discretion, to disqualify the Entrant and the Entry will not be eligible to win.

- 5. SPONSOR'S IP AND GENERAL ENTRY TERMS:** Sponsor grants Entrants a limited, revocable, non-sublicensable license to use Sponsor's name, product, trademarks and logos (collectively, "Sponsor's IP") for the sole purpose of participating in this Contest. Entrants are not permitted to make any further

use of Sponsor's IP for any purpose whatsoever. In addition, Entrants recognize that all rights, title, and interest in Sponsor's IP shall vest exclusively to the Sponsor, and Entrant agrees that he or she has not and will not take any action that might harm or adversely affect such rights. No right, title, or interest in and to the Sponsor's IP except for the limited license granted to Entrant in these Official Rules is transferred or created. Each Entrant further acknowledges and agrees that Sponsor's IP rights are valid and enforceable, and that Entrant shall do nothing to challenge the validity or enforceability of Sponsor's IP in any forum. Entrants agree that the use of Sponsor's IP is permitted only for the purpose of making an Entry in this Contest, and that any use of Sponsor's IP (whether in the Entry or otherwise) beyond this scope infringes the rights of Sponsor and will result in irreparable harm to Sponsor.

**Grant of Rights:** Each Entrant retains ownership of their Entry. Each Entrant (and Entrant's parent/legal guardian if Entrant is a minor) represents and warrants that he/she has the right to grant and hereby grants to Sponsor and its affiliated companies and designees, licensees, successors and assigns a non-exclusive, transferable, perpetual, irrevocable, royalty free, worldwide, unconditional, fully paid license and right to post, publish, use, copy, reproduce, modify, edit, adapt, incorporate it into other works, and create derivative works of the Entry and/or any materials provided by the Entrant with the Entry or otherwise through the Contest (collectively "Contest Materials"), (b) to publicly perform or display, import, broadcast or transmit, distribute (directly and indirectly), license, offer to sell and sell, rent, lease, or lend copies of the Contest Materials (and derivative works thereof), and (c) to sublicense to third parties the foregoing rights, in any and all media now known or hereafter developed, without consideration and without review, approval or notice, to the extent permitted by law. This license expressly includes a right (but not the obligation) for Sponsor to modify Contest Materials to remove any third party intellectual property. Additionally, each Entrant consents to the use of his/her name, statements, photographs, videos, voice recordings and likenesses of himself/herself and any other person appearing in the Contest Materials for publicity purposes, as well as any other purpose associated with the Contest.

Once an Entry is entered into the Contest, it may be made available on Sponsor's Channels for viewing by the general public, and any such posting will be deemed made at the direction of the Entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. EACH ENTRANT REPRESENTS, UNDERSTANDS AND ACKNOWLEDGES THAT THEY WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY (OTHER THAN THE PRIZES STATED HEREIN IF SELECTED AS A WINNER) IN EXCHANGE FOR GRANTING SPONSOR THE NON-EXCLUSIVE LICENSE RIGHTS OR FOR ANY SUBSEQUENT USE OF SUCH ENTRY BY SPONSOR. If requested, Entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights Entrant is granting to use the Entry. If Entries are, in Sponsor's sole discretion, displayed on Sponsor Channels, Entrants understand and agree that such Entries may be subject to third party comments that will be publicly viewable, and further, such Entries may also be saved, shared, and/or further emailed by such third parties on the internet or otherwise, and Sponsor and the other Contest Entities shall have no liability for such third party actions. Further, Sponsor, at its sole discretion, may add or remove any Entry from the Sponsor Channels at any time for whatever reason. The displaying of an Entry on the Sponsor Channels does not constitute verification of eligibility or compliance with these Official Rules, and is no indication of Sponsor's or Judge's opinion about such Entry. Each Entrant (and Entrant's parent/legal guardian if Entrant is a minor) hereby agrees to indemnify and hold the Contest Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of Entrant hereunder.

If Sponsor is duly notified that any element of an Entry infringes upon the rights of another person, and/or receives a legally valid request to remove the affected Entry from Sponsor Channels, such Entry may be disqualified from the Contest, as Sponsor may determine in its sole discretion. Further, no Entrant will be eligible to receive a prize unless Sponsor determines, in its sole and absolute discretion, that such Entrant's Entry has been or can be sufficiently cleared for legal purposes (e.g., for the purpose of the Contest and/or Sponsor's other intended uses), and such Entrant's eligibility is verified. **Entrant (and Entrant's parent/legal guardian if Entrant is a minor) will not take any action that interferes**

**with the rights granted to Sponsor under these Official Rules**

**6. JUDGING:** During the Judging Period, all eligible Entries will be judged by qualified judges selected by Sponsor in its' sole discretion ("Judges"). The Judges will score each Entry according to the following weighted criteria: (i) Creativity: 33% (how unique and original is it); (ii) Presentation/Appeal: 33% (what is the perceived taste appeal and how is it presented in the Entry); and (iii) Relevance to the "Beat the Lag" theme with a snack/dish that includes dairy: 34% (does the Entry display clear inspiration from eating/snacking during gaming and include dairy in its 5 ingredients or less.) All of these factors determine the Entry's overall "Judges' Score". The one (1) Entry that receives the highest Judges' Score will be the potential grand prize winner and the next four (4) Entries with the highest Judges' Score will be the potential first prize winners, subject to verification of eligibility and compliance with these Official Rules for a total of five (5) winning Entries in all (one [1] grand prize winner and four [4] first prize winners). In the event of any ties at any prize level, the tied Entries at that level will be reviewed by the Judges and the tie will be won by the Entry with the highest score in criteria (iii) "Relevance to the "Beat the Lag" theme with a snack/dish that includes dairy. If there is still a tie, the tied Entries will be re-judged (by a Judge who did not judge in the original round) to determine the winner. If a winner is found to be ineligible or does not comply with these Official Rules, they will be disqualified and the Entry with the next-highest Judge's Score will be named the potential winner. Administrator's, Judge's and Sponsor's decisions shall be final and binding in all matters pertaining to the judging and selection of the winner.

**7. PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):**

**A. Grand Prize.** There is One (1) grand prize available to be won ("Grand Prize"). One (1) Grand Prize winner will receive a gaming suite package consisting of:

- Gaming PC
- 34" Monitor
- Gaming headset (with sound mixer)
- Microphone
- Swivel mount microphone boom arm
- Illuminated mechanical gaming Keyboard
- Mouse with charging dock
- Gaming chair.

**The ARV of the Grand Prize is \$3,855.**

**B. First Prizes.** There are four (4) first prizes available to be won (each a "First Prize"). Each First Prize winner will receive a 34' monitor and gaming headset with sound mixer. **The ARV of each First Prize is \$1,500.**

**C. Total ARV of Prizes:** The total ARV of all Prizes available in this Contest is: \$9,775.

**D. General Prize Restrictions and Limitations:** In no event will more than the number of prizes stated in these Official Rules be awarded. ALL WINNERS WILL BE ISSUED A FORM 1099 FOR TAX PURPOSES IN THE AMOUNT OF THE ACTUAL RETAIL VALUE OF THE PRIZE. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any prize won. Prize is non-assignable and non-transferable and no prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure. Limit: one (1) Prize per person. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility.

**8. HOW TO CLAIM A PRIZE:** On or about June 14, 2021 the potential winners will be notified via direct message from @dairygood on Twitter if a winning Entry was posted on Twitter or via direct message on Instagram if the winning Entry was posted on Instagram (the "Notification"). The potential winner

must then respond to the Notification within three (3) calendar days and provide their complete first and last name (no initials), street address (no PO Boxes), city, state, Zip Code, valid e-mail address, and date of birth.

All prize winners (and winner's parent/legal guardian if winner is a minor) will be required to execute an Affidavit of Eligibility, a Liability Release and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents") within five (5) business days from the date that the e-mail containing the documents is sent to the potential winner. If the potential winner fails or refuses to sign and return all Prize Claim Documents within the five (5) business days time period, the potential winner may be disqualified, at the Sponsor's sole discretion.

If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize or, if Sponsor or its authorized designee is unable to contact the potential winner, or a prize is returned undeliverable, the prize may be forfeited, and in the Sponsor's sole discretion, the forfeited prize may be awarded to the Entrant with the Entry that received the next-highest Judge's Score, as determined by Sponsor in its sole and absolute discretion.

Each potential winner may be required to furnish proof of identification and/or other proof of eligibility under these Official Rules. Sponsor is not responsible for any undelivered direct messages or emails including without limitation messages or emails not received because a winner's privacy or spam filter settings which may divert any Contest message or e-mail, including any Notification, to a spam or junk folder. The prizes will only be awarded to verified winners. Contest Entities shall not be held responsible for any delays in awarding a prize for any reason. If after a good-faith attempt, Sponsor is unable to award or deliver a prize, such prize may not be awarded. Prizes will be mailed to verified winners within approximately 6 weeks after verification of eligibility and receipt by Sponsor of the Prize Claim Documents (as applicable) within the time frame set by Sponsor.

- 9. LIMITATION OF LIABILITY:** By participating in this Contest, Entrants (and Entrant's parent/legal guardian if Entrant is a minor) agree that the Contest Entities, Twitter, Instagram, and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible or liable for: (i) lost, late, incomplete, stolen, misdirected, postage due, or undeliverable email notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/website/use net accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; (v) the incorrect or inaccurate capture of Entry information, or the failure to capture, or loss of, any such information; (vi) any error, omission, incorrect or inaccurate information, whether caused by any website's users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Contest; (vii) any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Contest and/or accepting a prize; (viii) Entries that are entered by any automated computer, program, mechanism or device, or for any Entries in excess of the stated limit, or for Entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such Entries may, in Sponsor's sole discretion, be disqualified.

**If, for any reason, the Contest is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify (including but not limited to modifying date(s) or deadlines) or suspend the Contest and/or proceed with the Contest, including the selection of winners in a manner it deems fair and reasonable** including the selection of the winner from among eligible Entries received prior to such cancellation, termination, modification or suspension. Sponsor cannot accurately predict the number of Entrants who will participate in the Contest. Sponsor reserves the right to not award Contest prize(s) if, in its sole discretion, it does not receive a sufficient number of qualified Entries.

By entering the Contest, each Entrant (and the Entrant's parent/legal guardian if the Entrant is a minor) agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of their rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest; and (iv) to forever and irrevocably agree to release, and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Contest, including but not limited to any Contest-related activity or element thereof, and the Entrant's Entries, participation or inability to participate in the Contest, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Contest materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize, (e) any change in a prize due to unavailability or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Contest, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any Entry (including, without limitation, the submission information or any parts thereof), (i) any technical malfunctions or unavailability of any website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Contest, any other Contest-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to Entrant's (or any third person's) equipment used to access the Contest and/or its contents related to or resulting from any part of the Contest, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged Entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof), or (p) the negligence or willful misconduct by Entrant.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING THE PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

**10. DISPUTES: THIS CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE COUNTY OF OAKLAND, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY,**

**MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL. OR INCIDENTAL DAMAGES, OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS (AND THE ENTRANT'S PARENT/LEGAL GUARDIAN IF ENTRANT IS A MINOR) AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR RELEASED PARTIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORTING TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION ACCRUED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.**

- 11. PRIVACY POLICY:** All information collected in connection with this Contest shall be subject to Sponsor's privacy policy available at <https://www.usdairy.com/privacy-policy>.
- 12. PUBLICITY RIGHTS:** By participating in this Contest, and/or accepting a prize, each Entrant (and the Entrant's parent/legal guardian if the Entrant is a minor) agrees to allow the Sponsor and Sponsor's designee the perpetual right to use his/her Entry (including the likenesses of any other persons depicted therein), name, city and state of residence, biographical information, likeness, picture, social handles, voice, statements regarding the Contest and/or Sponsor, and other information and content provided in connection with the Contest in perpetuity for promotion, trade, commercial, advertising and publicity purposes in all media now known or hereafter discovered, including, but not limited to, on television and the Internet, worldwide, without notice, review or approval and without additional compensation, except where prohibited by law.
- 13. NATURE OF RELATIONSHIP/EXCLUSION OF FUTURE CLAIMS/WAIVER OF EQUITABLE RELIEF:** Each Entrant (and the Entrant's parent/legal guardian if the Entrant is a minor) hereby acknowledges and agrees that the relationship between the Entrant and the Contest Entities is not a confidential, fiduciary or other special relationship, and that the Entrant's decision to provide the Entrant's Entry to Sponsor for purposes of the Contest does not place the Contest Entities in a position that is any different from the position held by members of the general public with regard to elements of the Entrant's Entry. Each Entrant understands and acknowledges that the Contest Entities have wide access to ideas, stories, designs and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each Entrant also acknowledges that many ideas, recipes, photos or videos may be competitive with, similar or identical to such Entrant's Entry in theme, idea, format or other respects. Each Entrant acknowledges and agrees that such Entrant will not be entitled to any compensation as a result of any Contest Entity's use of any such similar or identical material now or in the future. Each Entrant acknowledges and agrees that the Contest Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to any portion of the Entry. Finally, each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of a Contest Entity's actual or alleged exploitation or use of any Entry or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief and Entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.
- 14. NO OBLIGATION TO USE:** Sponsor shall have no obligation (express or implied) to use any Entry, or to otherwise exploit any Entry or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of any Entry for any reason, with or without legal justification or excuse, and Entrants shall not be entitled to any damages or other relief by reason thereof.



**15. FURTHER DOCUMENTATION:** If Sponsor shall desire to secure additional assignments, certificates of engagement for the Entry or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each Entrant (and the Entrant's parent/legal guardian if the Entrant is a minor) agrees to execute the same upon Sponsor's request therefor.

**16. GENERAL:** Any attempted form of participation in this Contest other than as described herein is void. If it is discovered or suspected in Sponsor's sole and absolute discretion that an Entrant has registered, entered, or attempted to register or enter the Contest using multiple e-mail addresses, identities, proxy servers or like methods, all of that Entrant's entries will be declared null and void, and that Entrant will be ineligible to participate or win a prize. In the event of a dispute as to the identity of a Winner, the winning Entry will be declared made by the authorized account holder of the Twitter or Instagram account used to submit the Entry. The "authorized account holder" is defined as the natural person to whom the account is registered and who manages the email address associated with the account. Each Entrant may be required to show proof of being an authorized account holder. If the identity of the individual who actually entered the Sweepstakes cannot be resolved to Sponsor's satisfaction, the affected individual's entry will be deemed ineligible. Sponsor and Administrator reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Contest, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Contest. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Contest will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. Sponsor's and/or Administrator's interpretation of these Official Rules is final and binding in all matters related to the Contest. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Entries and/or materials submitted will not be returned. In the event of any conflict with any Contest details contained in these Official Rules and Contest details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Contest as set forth in these Official Rules shall prevail.

**17. WINNER LIST:** To obtain a list of the winners, mail a self-addressed, stamped business-sized envelope to Undeniably Dairy Beat The Lag Contest P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received by July 29, 2021.

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