## THE DAIRY FARMERS OF AMERICA MILK MONEY 2021 PROMOTION OFFICIAL RULES

## NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

The Dairy Farmers of America Milk Money 2021 Promotion ("Promotion") is sponsored by Dairy Farmers of America, Inc. ("Sponsor"), 1405 N 98<sup>th</sup> Street, Kansas City, KS 66111 and is administered by Prize Logic, LLC, ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. **PROMOTION PERIOD:** The Promotion begins on August 30, 2021 at 12:00 PM Eastern Time ("ET") and ends on October 15, 2021 at 11:59:59 PM ET ("Promotion Period"). The Administrator's computer is the Promotion official clock. The Promotion includes a "Sweepstakes" and a "Voting Contest".
- 2. ELIGIBILITY: This Promotion is open only to legal residents of Alabama, California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Montana, Nebraska, Nevada New Jersey, New York, North Carolina, North Dakota, Ohio, Pennsylvania, South Carolina, Tennessee, Texas, Utah, Virginia, and Wisconsin who are at least sixteen (16) years old at the time of entry. Employees of Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Promotion 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 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 Promotion. For purposes of the Promotion, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address.

- **3. HOW TO ENTER THE PROMTOION:** There are two (2) ways to enter the Promotion:
  - A. Make A Purchase: During the Promotion Period, an eligible entrant may purchase an eligible brand of milk associated with entrant's state of residence based on the chart below online and/or at any participating store, ("Qualifying Purchase"), while supplies last. Entrant must then visit the website associated with his/her state of residence as outlined in the chart below (each a "Website") and complete and submit the registration form, including, but not limited to: his/her first and complete last name (no initials), phone number, city, state, and agreement to these Official Rules. Entrant must also vote for the high school from his/her state of residence that he/she would like to nominate to win a prize from the drop-down menu. The entrant must then follow the on-screen prompts and upload a photograph of the original receipt showing the Qualifying Purchase. It is recommended that purchaser first print his/her name on the original register receipt; sign and date the receipt; and circle the qualifying product on the receipt before uploading the receipt. The file must be in .JPEG, .JPG, .PNG, or .GIF format (no PDFs will be accepted) and may not exceed 8 MB. Receipts must be submitted by 11:59:59 PM ET on October 15, 2021 to be valid. It is strongly recommended that the entrant maintain possession of the original or photocopy. The entrant should not give a receipt to any store employee.

Upon approval of receipt, the school entrant voted for will receive one (1) vote in the Voting Contest and the school will receive one (1) entry into the Sweepstakes pool based on his/her state of residence based on the chart below (each a "Pool"). There is a limit of one (1) unique receipt upload per day during the Promotion Period. An entrant may not submit the same receipt more than one (1) time. Duplicated receipts will not be accepted. Receipts must be readable. Mechanical reproductions, altered receipts or unreadable receipts will not be accepted. Receipts submitted in excess of the limits set forth herein will not be accepted.

Brand	Eligible State(s)/Pool	Website
Oak Farms	Louisiana, Texas	https://fueltheirdrive.com/oakfarms
Kemps	Illinois, Iowa, Kansas, Minnesota, Nebraska, North Dakota,	https://fueltheirdrive.com/kemps
	Wisconsin	
Tuscan	New Jersey, New York	https://fueltheirdrive.com/tuscan
Meadow Gold	Colorado, Idaho, Montana, Nevada, Utah	https://fueltheirdrive.com/meadowgold
Reiter	Kentucky, Illinois, Indiana, Michigan, Ohio	https://fueltheirdrive.com/reiter
Alta Dena	California	https://fueltheirdrive.com/altadena
PET	North Carolina, South Carolina,	https://fueltheirdrive.com/PETdairy
	Virginia	
Guida's	Connecticut	https://fueltheirdrive.com/guidas
TG Lee	Florida	https://fueltheirdrive.com/TGLee
Lehigh	District of Columbia, Maryland,	https://fueltheirdrive.com/Lehigh
	Pennsylvania	
Country Fresh	Michigan	https://fueltheirdrive.com/countryfresh
Mayfield	Alabama, Georgia, Tennessee	https://fueltheirdrive.com/mayfield
Cass Clay	Illinois, Iowa, Kansas, Minnesota,	https://fueltheirdrive.com/cassclay
	Nebraska, North Dakota,	
	Wisconsin	

**B. Mail-In Without Making a Purchase:** To enter without making a purchase, an entrant may handwrite his/her complete name (no initials), valid e-mail address, street address (P.O. Boxes not accepted), city, state, ZIP code, telephone number, date of birth (MM/DD/YYYY), and provide the name of the high school within his/her state of residence that entrant would like to vote for on a 3½"x5" card ("Mail-In Entry") and mail it (in an outer mailing envelope) with sufficient postage to The Dairy Farmers of America Milk Money 2021 Promotion, PO Box 251328, West Bloomfield, MI 48325. A Mail-In Entry is worth one (1) vote for the named high school and one (1) entry into the respective Sweepstakes Pool based on the chart above. An entrant may mail-in one (1) time per day during the Promotion Period. Following this method of entry, the school entrant voted for will receive one (1) vote and one (1) entry into the applicable Sweepstakes Pool.

All Mail-In Entries must be postmarked by October 15, 2021 and received by October 25, 2021. Mail-In Entries must be legibly hand-written. Mechanical reproductions, postage-due, and Mail-In Entries sent in excess of the entry limits set forth below will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and not valid entries.

Limit: Regardless of method of entry, an entrant will receive no more than one (1) vote per day and one (1) Sweepstakes entry per day during the Promotion Period. A "day" is defined as starting at

12:00 AM ET and ending at 11:59:59 PM ET on a calendar day during the Sweepstakes Period, except on August 30, 2021 when a day is defined as starting at 12:00 PM ET and ending at 11:59:59 PM ET.

If more than the stated number of entries are received from the same person, telephone number and/or e-mail address, the entries may, at the Sponsor's sole discretion, be disqualified. Entrants are prohibited from using more than one (1) e-mail address or multiple identities. If it is found or suspected that an entrant is using more than one e-mail address or multiple identities to participate in the Promotion, then that entrant, in Sponsor's sole discretion, may be disqualified and not be eligible to win a prize. Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information, accounts or otherwise may result in the entrant being disqualified. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Promotion at Sponsor's sole and absolute discretion. Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Votes received from any person or e-mail address or household in excess of this limitation will be void. Votes generated by script, BOT, macro or other automated means are void. Voting must be completed by the actual person casting the vote. A person may not vote on behalf of another person. Subsequent votes during one calendar day by a single voter or e-mail address will be disqualified. Votes intended to impact the integrity of the voting process as determined by Sponsor in Sponsor's sole discretion are void. Payment or other consideration in exchange for votes is prohibited.

4. VOTING CONTEST WINNER DETERMINATION: At the end of the Promotion Period, all eligible votes submitted for each Pool will tallied and the top schools from each Pool that receive the highest number of votes will be deemed the potential Voting Contest winner as outlined in the chart below. There will be no more than the stated Voting Contest winners per Pool. In the event of any ties, Administrator will conduct a random drawing and select one (1) potential winner from among the tied schools within the Pool. If a potential winning school is found to be ineligible or does not comply with these Official Rules, or otherwise does not accept its prize as awarded, that school will be disqualified and the school with the next highest number of votes for that Pool will be named the potential winner.

Brand/Pool	Number of Winners
Oak Farms	10
Kemps	7
Tuscan	7
Meadow Gold	7
Reiter	7
Alta Dena	6
PET	6
Guida's	4
TG Lee	4
Lehigh	4
Country Fresh	2
Mayfield	2
Cass Clay	2

**5. SWEEPSTAKES RANDOM DRAWING:** On or around October 26, 2021, the Administrator will randomly select ten (10) potential winners from all eligible nominated school entries received for each

Pool, for a total of one hundred thirty (130) potential Sweepstakes winners. Each winning school is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

## 6. PRIZES, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:

- A. Voting Contest Prizes (68 total): Each Voting Contest prize is \$10,000 donated to the winning high school's athletic department (each a "Voting Contest Prize"). No more than sixty-eight (68) total Voting Contest Prizes will be available in the Voting Contest, as outlined in the chart above in Section 4. The ARV of each Voting Contest Prize is \$10,000.
- **B.** Sweepstakes Prizes (130 total; 10 per Pool): Each Sweepstakes prize is \$2,000 donated to the winning high school's athletic department (each a "Sweepstakes Prize"). No more than one hundred thirty (130) Sweepstakes Prizes, ten (10) per Pool, will be available in the Sweepstakes. The ARV of each Sweepstakes Prize is \$2,000.
- **C. Total ARV:** The total ARV of all prizes is \$940,000.
- **D. Odds of Winning:** The odds of winning a Voting Contest prize depend on the number of eligible votes received for each School. The odds of winning a Sweepstakes Prize depend on the number of eligible entries received in each Pool during the Promotion Period.
- E. General Conditions: All prizes will be awarded to the nominated school and not the entrant. There is a limit of one (1) prize per school. In no event will more sixty-eight (68) Voting Contest Prizes and one hundred thirty (130) Sweepstakes Prizes, ten (10) per Pool, be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received.
- 7. HOW TO CLAIM A PRIZE: The potential winning schools and the entrant who voted for the school are subject to verification of eligibility and compliance with these Official Rules. After each random drawing, Administrator will notify the potential winner via e-mail at the e-mail address provided at the time of registration. An administrator of each potential winning school will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within five (5) calendar days from the date of attempted notification or the respective prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion. Failure to provide all required information and a signature on the documents within the stated time period may result in forfeiture of a winning school's right to claim its prize, and may result in the prize being awarded to an alternate winning school, if time permits. If a potential winning school is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize, the respective prize may be forfeited. If a prize is forfeited, the prize may be awarded to an alternate winning school, selected in a random drawing from among all remaining eligible entries or from among the school with the next highest number of votes, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. Upon verification of eligibility, the winning schools will be contacted to make arrangements for prize fulfillment. Any portion of a prize not accepted by winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for his/her prize won. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. The prizes will only be awarded to verified winners.

Sponsor will attempt to notify each potential winning school as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Promotion e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. Prizes are non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of the prize or force majeure, at Sponsor's sole and absolute discretion. Promotion Entities shall not be held responsible for any delays in awarding a prize for any reason.

8. LIMITATION OF LIABILITY: By participating in this Promotion, entrants agree that the Promotion Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text 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/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Promotion; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Promotion and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Promotion Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Promotion, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iii) 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 attorneys' fees) that may arise in connection with: (a) the Promotion, including, but not limited to, any Promotion-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Promotion; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) 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 (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of a winning school in a manner it deems fair and reasonable, including the selection of a winning school from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more prizes be awarded

than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE PRIZES, IS 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.

- 9. DISPUTES: THIS PROMOTION 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 OAKLAND COUNTY, 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 DAMAGES. AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTION PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.
- **10. PRIVACY:** Sponsor's privacy policy is available at https://www.dfamilk.com/privacy-policy.
- 11. PUBLICITY RIGHTS: By participating in this Promotion, each entrant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Promotion for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
- 12. GENERAL: Any attempted form of participation in this Promotion other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Promotion; 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 this Promotion. Any attempted form of participation in this Promotion other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Promotion will void any attempted participation effected by such methods

and the disqualification of the individual utilizing the same. Entrants and/or potential winning schools may be required to provide proof of identification and eligibility as required by Sponsor or Administrator 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 e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each entrant may be required to show proof of being an authorized account holder. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION 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 or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. 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 become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion 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 Promotion as set forth in these Official Rules shall prevail.

**13. WINNERS LIST:** For a list of winning schools, interested individuals should mail a self-addressed stamped business envelope to: Winners List, - The Dairy Farmers of America Milk Money 2021 Promotion, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than December 15, 2021.

Customer Service inquiries may be made at Contact Us.

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