

**Dairy Farmers of Ontario “2023 Milk Calendar™” contest  
OFFICIAL CONTEST RULES**

**1. AGREEMENT:**

These rules govern the 2023 MILK CALENDAR™ contest (the “**Contest**”). No purchase is necessary to enter the Contest. The act of entering the Contest constitutes acceptance of these Contest rules (the “**Rules**”) and the decisions of the Sponsor shall be final and binding upon all Entrants.

**2. CONTEST SPONSOR:**

The Contest Sponsor is the Dairy Farmers of Ontario (the “**Sponsor**”).

**3. ELIGIBILITY:**

The Contest is open to legal residents of Ontario who are at least eighteen (18) years of age or older at the time of entry (each an “**Entrant**”). Employees, immediate family members and those with whom such persons reside, whether related or not, of the Sponsor, Ontario dairy farmers, Ontario dairy processors, and each of their respective parent companies, subsidiaries, affiliates, directors, officers, board members, shareholders, agents, and promotional parties (collectively, the “**Released Parties**”) are not eligible to enter the Contest or receive any prizes offered in connection with this Contest. For purposes of the Contest, “immediate family members” shall include the mother, father, legal guardian, brothers, sisters, daughters, sons, partner or spouse of an individual (regardless of whether any such “immediate family member” resides with such individual).

The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity, eligibility and/or parental or legal guardian consent (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification showing the age of an Entrant) to participate in this Contest. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification or forfeiture of any prize awarded in connection with this Contest.

**4. CONTEST PERIOD:**

The Contest begins on **October 5, 2022 at 12:00 a.m.** Eastern Time (“ET”) and ends on **December 5, 2022 at 11:59:59 p.m.** ET (the “**Contest Period**”).

**5. HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR WIN**

There are one (1) way to enter the Contest (the “**Entry**”), as described herein.

To enter the Contest, Entrants must sign-up for a 2023 Milk Calendar™ **by requesting the digital version of the Milk Calendar™ via our website at [calendar.milk.org](http://calendar.milk.org).** By doing so, they will automatically be entered for a chance to win the prizes outlined below. Multiple submissions will not be considered and will be removed. There is a limit of one (1) entry per consumer email address.

Entries must be received during the Contest Period set out in Section 4 above. The sole determinant of the time for the purposes of confirming the validity of an Entry in this Contest will be the Sponsor’s official clock.

An Entry will be declared invalid if it is late, illegible, incomplete, damaged, irregular, forged, garbled or mechanically or electronically reproduced. If it is discovered by the Sponsor (using any evidence or other information made available to, or otherwise discovered by, the Sponsor) that any person has used or attempted to use multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter the Contest more than once or to otherwise participate in or disrupt this Contest, he/she will be disqualified from the Contest and any future contests of the Sponsor, in the sole discretion of the Sponsor.

Each Entry must: (i) not contain any disparaging, offensive, or other inappropriate content of any kind (as determined by the Sponsor in its sole discretion); (ii) not contain anything that infringes or may infringe any person's rights, including any human or intellectual property right; and (iii) not be false, misleading or inaccurate.

Entries that do not conform with or satisfy any or all of the conditions set out in these Rules will be void.

All Entries become the property of the Sponsor and will not be returned.

By submitting your information, including any necessary personal information, you agree to the Dairy Farmers of Ontario's Terms of Use and Privacy Policy at [calendar.milk.org](https://calendar.milk.org). If you do not agree to such Terms of Use and Privacy Policy, you cannot submit your information into the sign-up form participate in this Contest.

### **PRIZES AND WINNER SELECTION:**

There are three (3) contest Prize (each a "**Prize**", together, the "**Prizes**") available to be won. The total approximate retail value of each Prize is four hundred and sixteen dollars (\$416 CDN).

Each Prize consists of one (1) year's supply of dairy milk, meaning approximately four (4) litres of milk per week for 52 weeks.

A maximum of one (1) Prize will be awarded to three (3) individual winners.

A random draw will be conducted by the Contest Administrator on December 12<sup>th</sup>, 2022 (the "**Selection Date**") at 6780 Campobello Road, Mississauga, Ontario L5N 2L8 at 1:00 p.m. ET among eligible Entries.

Odds of winning will depend on the total number of eligible entries received during the Contest Period, which is unknown.

Each Prize must be accepted as awarded without substitution and is not transferrable, refundable, for resale or convertible to cash. No compensation will be provided if the winner fails to accept the Prize as awarded. Prizes may not be exactly as shown in promotional materials. The Sponsor reserves the right, in the event that a Prize, or any component of a prize, cannot be awarded as described for any reason, to substitute the same for another prize or component thereof, of equal or greater value, without notice or liability. In the event that a substitute prize is awarded, such prize must be accepted as awarded and cannot be exchanged for cash or otherwise.

### **6. WINNER NOTIFICATION:**

On the Selection Date, the selected Entrants will be contacted by the Sponsor via direct message to the email address linked to the selected Entrant's Entry or submission. If a selected Entrant cannot be contacted or fails to respond within forty-eight (48) hours of the first attempt of contact by the Sponsor, he/she will be considered to have forfeited the Prize and will be disqualified, in the sole discretion of the Sponsor, and another Entrant may be selected from the remaining eligible Entries until such time as contact is made with a selected Entrant, there are no more eligible Entries, or there is insufficient time to award the Prize, whichever comes first. The Sponsor will not be responsible for any failed attempt to contact any selected Entrant.

No contact or other correspondence in association with the Contest will be entered into except with each selected Entrant.

The Sponsor respects your right to privacy. Personal information collected from Entrants will only be used by the Sponsor to administer the Contest and, only if consent is actively given at the time of entry, to provide Entrants with information regarding upcoming promotions and/or events from the Sponsor. By entering this Contest, each Entrant consents to the Sponsor, and its respective agents and/or representatives, storing, sharing and using the personal information submitted in connection with this Contest for the purpose of administering the Contest and in accordance with each such Parties' privacy policy (available at: <https://new.milk.org/Privacy-Policy>).

In addition, Prize claimants understand and agree that their participation in the Prize or any part thereof may be photographed, videotaped or otherwise recorded and, accordingly, Prize claimants (or if a minor, his or her parent or legal guardian) hereby grant all rights and permission to being photographed, videotaped or to otherwise have their participation in the Prize or any part thereof recorded. Prize claimants further agree and consent to the use, publication or reproduction, without restriction and without further compensation, of any such videography, photography or other recording, including the use of their name, likeness of any nature, appearance, voice, place of residence, and/or other content submitted or created in connection with this Contest, including, for avoidance of doubt, any photograph, video, or other recording, of any kind, taken by a Prize claimant in all media now known or hereafter discovered, worldwide, including but not limited to on television, video, the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

## **7. WINNER CONFIRMATION: SKILL TESTING QUESTION**

Prior to being declared a confirmed winner of a Prize, a selected Entrant must correctly answer, unaided, an arithmetical, time-limited, skill testing question, to be administered at a mutually convenient time. The Sponsor reserves the right to administer an alternate skill-testing question as it deems appropriate to address discrimination or disability issues. Selected Entrants will also be required to sign and submit the Sponsor's declaration and release, which (among other things): (a) confirms compliance with these Rules; (b) acknowledges acceptance of the Prize as awarded; and (c) releases the Released Parties from any and all liability in connection with the Contest, his/her participation therein and/or the awarding and use/misuse of the Prize. If an eligible winner: (a) fails to submit the properly executed Contest documents, (b) cannot accept the Prize for any reason and/or (c) otherwise fails to comply with these Rules, then he/she will be disqualified (and will forfeit all rights to the Prize).

## **8. GENERAL**

The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all Entrants without right of appeal, including, without limitation, any decision of the Sponsor regarding the eligibility/disqualification of any Entry and/or Entrant.

By participating in this Contest, each Entrant (i) agrees to be bound by these Rules; (ii) agrees to release and hold harmless the Released Parties from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action; and (iii) releases the Released Parties from any and all liability in connection with this Contest and his/her participation therein and his/her use of his/her Prize. Released Parties make no warranty (express or implied), guaranty or representation of any kind concerning any Prize (or any portion thereof).

Each Entrant further agrees that the Released Parties will not be liable for (i) any failure of any website during the Contest Period; (ii) any technical or mechanical malfunction, interrupted or unavailable cable or satellite systems, any problem or malfunction related to any telephone network or line, on-line systems, servers, access providers, computer hardware or software or other equipment; (iii) the failure of any entry to be received for any reason including, but not limited to, such entry being lost, late, misdirected, stolen or mutilated or any technical problem or traffic congestion on the Internet or at any website or mobile network; (iv) any incomplete, inaccurate or illegible entry information, whether caused by any computer equipment, programming used in this Contest, human processing error, or otherwise; (v) any injury or damage to an Entrant's or any other person's computer or other device related to or resulting from participating in or downloading any material related to the Contest; (vi) any error in these Rules or in any Contest-related advertisements or other relevant promotional materials; (vii) any other error, omission, or defect related to this Contest; and/or (viii) any combination of the above.

The Sponsor reserves the right, in its sole and absolute discretion to disqualify any Entry, withdraw, suspend or modify this Contest (or amend the Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, action of any person, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that corrupts or interferes with the fairness or proper conduct or play of this Contest as contemplated by these Rules. Any attempt to deliberately damage any website associated with the Contest or to undermine the legitimate

operation of this Contest is a violation of criminal and civil laws and, should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion to cancel, amend or suspend this Contest, or to amend these Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason. In case of cancellation for any given reason, the Prize may be forfeited.

This Contest is subject to all applicable federal, provincial and municipal laws and regulations.

The Sponsor reserves the right, in its sole and absolute discretion and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any Entrant or entry with these Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to website, print and/or online advertising, the terms and conditions of these Rules shall prevail, govern and control.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

Any words herein importing the masculine gender shall include the feminine gender and vice versa in both the singular and the plural.

Contest Sponsor and Administrator: Dairy Farmers of Ontario, 6780 Campobello Road, Mississauga, Ontario L5N 2L8.

By entering the Contest, each Entrant acknowledges and agrees that all unaffiliated brands included as part of the Prize are in no way responsible for the administration of the Contest or the selection of the winners and that all such responsibility rests with the Sponsor and the Contest Administrator.

## **9. GOVERNING LAW**

The Contest shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Without limiting the generality of the foregoing, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations as between any person and/or Entrant and the Sponsor in connection with the Contest shall be governed by and construed and interpreted in accordance with the internal laws of the Province of Ontario, Canada, including the procedural provisions of those laws, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The Sponsor and all Entrants hereby attorn to the jurisdiction of the courts of that Province, sitting in the City of Toronto, Ontario, in respect of the determination of any matter, issue or dispute arising under or in respect of these Official Rules and/or the Contest and agree that any such determination shall be brought solely and exclusively before such courts.