

2023 Monthly Milk Moments Contest OFFICIAL CONTEST RULES

1. Contest Sponsor. The 2023 Monthly Milk Moments contest (the “**Contest**”) is sponsored by the Dairy Farmers of Ontario (“**DFO**”), 6780 Campobello Road, Mississauga, Ontario L5N 2L8.

2. Eligibility. No purchase is necessary to enter the Contest. 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 with an active subscription to DFO’s monthly Milk.org Newsletter (each an “**Entrant**”). If an individual does not subscribe to DFO’s monthly Milk.org Newsletter, the individual can visit www.milk.org and follow the on-screen instructions to sign-up.

Employees, immediate family members and those with whom such persons reside, whether related or not, of the DFO, Ontario dairy farmers, Ontario dairy processors, Contest administrators 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 Rules, “**immediate family members**” shall include the mother, father, brothers, sisters, daughters, sons, partner or spouse of an individual, regardless of whether any such immediate family member resides with such individual.

The DFO reserves the right, in its sole and absolute discretion, to require proof of identity, eligibility (in a form acceptable to the DFO, including, without limitation, government-issued photo identification) to participate in this Contest. Failure to provide such proof to DFO’s satisfaction in a timely manner may result in disqualification or forfeiture of any Prize. If an Entrant’s identity is disputed, the Entry will be deemed to have been submitted by the individual assigned to the email address entered at the time of Entry.

By entering the Contest, Entrants agree to be bound by these Contest rules (the “**Rules**”). Failure to comply with the Contest Rules may result in disqualification at DFO’s sole discretion. DFO’s decisions shall be final and binding upon all Entrants.

3. Contest Dates and Times. The Contest begins on **August 1st, 2023 at 12:00 a.m.** Eastern Time (“**ET**”) and ends on **January 31, 2024 at 11:59:59 p.m.** ET (the “**Contest Period**”) after which time the Contest will be closed. Within the Contest Period, there will be six (6) monthly contest draws.

4. How to enter. There is one (1) way to enter the Contest (the “**Entry**”): Entrants must be subscribed to the DFO Milk.org Newsletter and complete the entry form via the Contest-specific hyperlink featured in the monthly newsletter. The entry form will ask for the Entrant’s name, email address, phone number and confirmation of compliance with these Rules. By completing these steps, Entrants will automatically be entered for a chance to win the prizes outlined below. Entries must be received during the Contest Period. Receipt of an Internet entry occurs when the applicable server records the entry information. **An Entrant may make multiple Entries, but each household is limited to winning one (1) Prize for the Contest Period.**

Any attempt or suspected attempt to use robotic, automatic, programmed or otherwise illicit means to enter the Contest, or any other methods not authorized by these Rules, for example, but not limited to, creating multiple email accounts, identities, or registrations, all in the DFO’s sole discretion, shall be deemed as tampering and may disqualify you from entering, participating in the Contest or any future contests sponsored by DFO and/or winning a Prize. Entries that contain false or incomplete information are void. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions of the Rules are void. No correspondence will be entered into except with selected Entrants, as defined below. Proof of transmission (for example, screenshots or captures) does not constitute proof of entry or receipt of an entry.

5. Prizes. There are eighteen (18) contest Prizes available to be won (each a “**Prize**” and, together, the “**Prizes**”). The total approximate retail value of each Prize is one hundred and sixty-four dollars (\$164). DFO makes no other warranty (express or implied), guaranty or representation of any kind concerning the Prizes.

A maximum of one (1) Prize will be awarded to each successful Entrant according to the Rules. In the case of multiple successful Entrants from the same household, only one (1) Prize will be awarded to the household.

Each Prize consists of branded merchandise and dairy coupons: twelve (12) free 4L milk bag coupons (total \$104 value), one (1) branded beverage container (\$20 value), and one (1) branded cooler bag or lunch bag and/or apparel item (total \$40 value).

A random draw from eligible Entries will be conducted by the DFO at the end of each calendar month during the Contest Period, and three (3) Entries will be selected as potential winners.

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

7. Selecting and Confirming Winners. On the Draw Dates, DFO will contact the selected Entrants via direct message to the email address linked to the selected Entrant's Entry. If the selected Entrant cannot be contacted or fails to respond within forty-eight (48) hours of the first attempt of contact, the selected Entrant will be considered to have forfeited the Prize and will be disqualified, at DFO's sole discretion. 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. DFO 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.

Selected Entrants will only be declared winners in the Contest if they: (a) comply with the Rules; (b) correctly answer the skill-testing question; and (c) sign and return the declaration and release described in section 8.

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. DFO reserves the right to substitute an alternate prize of equal or greater value if an advertised prize is unavailable at the time of award 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.

All Prize winners assume any and all liability for any injury or damage caused, or claimed to be caused, by entering, participating in this Contest or the use or redemption of a prize. Prizes must be accepted as awarded and have no cash value. Prizes or any portion of a prize cannot be combined with other discounts, promotions or special offers.

8. Skill-testing Question, Declaration and Release. Prior to being declared a 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. DFO 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 DFO's form of declaration and release which: (a) confirms compliance with these Rules; (b) accepts the Prize as awarded; and (c) releases the Released Parties from any and all liability in connection with the Contest, the selected Entrant's participation in the Contest and the use/misuse of the Prize.

If a selected Entrant: (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 the selected Entrant will be disqualified and forfeit all rights to the Prize.

9. Publicity, Privacy and Entrant Information. DFO respects your right to privacy. Personal information collected from Entrants will only be used by DFO to administer the Contest. By entering this Contest, each Entrant consents to the DFO, 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 in accordance with applicable laws and DFO's privacy policy (available at: <https://new.milk.org/Privacy-Policy>). In addition, Prize claimants agree that their

participation in the Contest may be photographed or otherwise recorded and hereby grant all rights and permission to being photographed or having their participation in the Prize or any part thereof recorded. Prize claimants further agree and consent to the use, publication or reproduction of any such videography, photography or other recording, including the use of their name, likeness of any nature, voice, place of residence, social media handle, and/or other content submitted or created in connection with this Contest, without further notice, review, approval or compensation.

10. DFO's Discretion, Contest Changes.

The decisions of the DFO 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 DFO regarding the eligibility/disqualification of any Entry and/or Entrant.

In its sole and absolute discretion, DFO reserves the right to terminate or amend this Contest and its Rules at any time and in any way, without prior notice to Entrants for any reason whatsoever. Without limiting the foregoing, if the Contest is not running as originally planned, DFO reserves the right to terminate the Contest and conduct a random draw from all eligible Entries received. In case of cancellation for any given reason, the Prize may be forfeited.

11. Release. By participating in this Contest, each Entrant agrees to release and hold harmless the Released Parties from and against any and all liability arising from:

- (a) claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action;
- (b) the Contest and his/her/their use or consumption of the Prize;
- (c) any technical or mechanical malfunction, interrupted or unavailable cable or satellite systems, any problem or malfunction related to any network or line, access providers, computer hardware or software or other equipment or systems;
- (d) the failure of any Entry to be received for any reason;
- (e) any incomplete, inaccurate or illegible Entry information, however caused;
- (f) 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;
- (g) any error in these Rules, Contest-related advertisements or other relevant promotional materials;
- (h) any other error, omission, or defect related to this Contest; and/or
- (i) any combination of the above.

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

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.

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 DFO 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 DFO 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.