

Dairy Farmers of Ontario “MILK & COOKIES/MAGIC MILK GLASS” contest OFFICIAL CONTEST RULES

1. AGREEMENT:

These rules govern the MILK & COOKIES / MAGIC MILK GLASS 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**” or “**DFO**”). It will be administered by **Broken Heart Love Affair Inc.** (the “**Administrator**”) on behalf of DFO.

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**”) with an active account on Instagram® and/or Facebook®. Employees, immediate family members and those with whom such persons reside, whether related or not, of DFO, Ontario dairy farmers, Ontario dairy processors, the Administrator, and each of their respective parent companies, subsidiaries, affiliates, directors, officers, board members, shareholders, and agents (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.

DFO and the Administrator reserve the right, in their sole and absolute discretion, to require proof of identity, and/or eligibility in a form acceptable to DFO, 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 DFO 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 Wednesday, November 13, 2024 at 12:00 a.m. Eastern Time (“ET”) and ends on Tuesday, November 26, 2024 at 11:59:59 p.m. ET (the “**Contest Period**”).

5. HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR WIN There are two (2) ways to enter the Contest, as described herein.

FIRST WAY TO ENTER THE CONTEST

Eligible Entrants must log on to Instagram or Facebook using their personal account and perform all of the following actions (together, the “**Post**”) during the Contest Period.

- Follow @ontariodairy. (Note: you can un-follow at any time after the Contest ends without impacting your chances of winning.)
- Create and publish a social post featuring a photograph that you have taken of an original, unique holiday-themed drawing created by your child. **Do not name, tag, or otherwise identify any child in your Post.** The drawing must be on a white piece of paper and contained within a circle.
- You must tag @ontariodairy in your Post, and you may tag an Ontario children’s hospital (an “**Ontario Children’s Hospital**”) of your choice, for example, @SickKidsVS in Toronto, @mcmasterchildrens in Hamilton, @chfhope in London and @cheohospital in Ottawa.
- You must include the hashtags #MagicMilkGlass and #Contest in your Post.

Entrants must have a valid Instagram or Facebook account and must be able to receive direct messages from DFO’s Instagram or Facebook page to enter the Contest. If an individual does not have an Instagram or Facebook account, he or she can visit www.instagram.com or www.facebook.com and follow the on-screen instructions to sign-up for a free account (“**Account**”).

Entrants may only use an Instagram Account or a Facebook Account to participate in this Contest. To be eligible to earn an Entry in this Contest, your Instagram Account or Facebook Account must be set to public and not private.

SECOND WAY TO ENTER THE CONTEST

Eligible Entrants must make their artwork or bring their artwork in person to the *Magic Milk Truck Experience* at the CF Shoppes of Don Mills at 1090 Don Mills Road, Toronto, Ontario M3C 3R6 on November 23, 2024 between 10:00 a.m. and 12:00 p.m. or until such time as event giveaways supplies last, whichever is later, and submit to the designated collection site.

- Artwork must be an original, unique holiday-themed drawing created by your child. The drawing must be on a white piece of paper and contained within a circle.

- Artwork must have the child's name and age clearly printed on the back or side of the paper; and must include the child's parent's name and functional email address for contact purposes.

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 Administrator'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 Administrator (using any evidence or other information made available to, or otherwise discovered by, the Administrator) 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 Administrator, in the sole discretion of the Administrator.

Each Entry must: (i) not contain any disparaging, offensive, or other inappropriate content of any kind (as determined by the Administrator in its sole discretion); (ii) not contain anything that infringes or may infringe any person's rights, including any privacy, human, intellectual property or other proprietary right; (iii) not contain any commercial content that promotes any product or service other than those of DFO; (iv) not be false, misleading or inaccurate, and (v) be in good taste in keeping with DFO's brand image.

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

By submitting your information, including any necessary personal information and creating an Account, you agree to the Terms of Use and Privacy Notice of the applicable Social Platform(s) as well as DFO's privacy policy at <https://new.milk.org/Privacy-Policy-and-Accessibility>. If you do not agree to such Terms of Use, Privacy Notice and privacy policy, you cannot create an Account, or participate in this Contest. By using a wireless mobile device, standard text messaging and/or data rates may apply for each message sent or received from your device. Other charges may also be applied by your wireless carrier (consult your wireless plan for details before participating via wireless mobile device). You are responsible for all such charges.

The Contest is in no way sponsored, endorsed or administered by, or associated with Instagram or Facebook (each a "**Social Platform**"). By entering the Contest, each Entrant hereby completely releases the Social Platforms of all liability related to this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Administrator and not to the Social Platforms.

By entering the Contest and submitting an Entry, each Entrant hereby (on their own behalf and, if applicable, on behalf of their child or legal ward who created the applicable drawing featured in the applicable Entry): (i) without limiting the applicable Social Platform rules, as applicable, grants to the Sponsor, in perpetuity, a worldwide, non-exclusive, license to publish, display, reproduce, modify, edit, make available, communicate to the public by telecommunication, creative derivative works from, and otherwise use the Entry (and each component thereof, including without limitation, the Post and the drawing featured therein - collectively, the "**Entry**

Materials”), in whole or in part, for advertising or promoting the Contest or for any other reason in any type of media (including, without limitation, by featuring the Entry Materials on milk glasses produced and distributed in hospital by the Sponsor and/or otherwise within Sponsor marketing materials); (ii) waives all moral rights in and to the Entry Materials (and each component thereof) in favour of the Sponsor (and anyone authorized by the Sponsor to use such Entry Materials); and (iii) agrees to release and hold harmless the Released Parties and the Social Platforms from and against any and all claims, damages, liabilities, costs, and expenses arising from use of the Entry Materials (or any component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action whatsoever.

Without limiting any of the foregoing, by participating in the Contest, each Entrant represents and warrants that s/he/they is the legal guardian of the creator of the Entry Materials if the creator is a minor and (on the Entrant’s own behalf, and on behalf of such minor that created the applicable drawing featured in the applicable Entry) hereby warrants and represents that any Entry Materials they submit: (i) is/are original to them , and that the Entrant has obtained all necessary rights in and to the Entry Materials for the purposes of entering such Entry Materials in the Contest; (ii) does not violate any law, statute, ordinance or regulation; (iii) does not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence; (iv) will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and (v) is/are not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups; that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of the Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of the Sponsor; conduct or other activities in violation of these Rules; and/or any other materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion. The Sponsor and/or Administrator or designated content moderator (the “**Reviewer**”) reserves the right to screen all Entry Materials. Any Entry Materials that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules are subject to disqualification. The Reviewer reserves the right, in its sole and absolute discretion at any time and for any reason, to remove any Entry Materials (or any part thereof) and/or to request an entrant to modify, edit and/or re-submit his or her Entry Materials (or any part thereof) in order to ensure that the Entry Materials comply with these Rules, or for any other reason.

6. PRIZES AND WINNER SELECTION:

In total, there are thirty-five (35) prizes of a milk glass (each a “**Gift**”) available in the Contest. The total approximate retail value of each Gift is one hundred and twenty-nine dollars (\$129

CDN). Each Gift consists of a milk glass constructed with a cookie cutter attached at the bottom, but will have different designs on the glass and the cookie cutter.

- Five (5) of the Gifts will be awarded to Chosen Entrants (as defined below) and will be customised to reflect their submissions, including the first name and age of the creator of the Entry Materials (“**Custom Cup**”).
- Thirty (30) of the Gifts will be awarded to Selected Entrants (as defined below) and will be a non-customised dinosaur milk glass and attached cookie cutter (“**Dino Cup**”).

In no case will more than the number of Gifts stated in these Rules be awarded.

One (1) Custom Cup will be awarded to each of the top five (5) Entrants (each, a “**Chosen Entrant**”), if there are sufficient eligible Entrants, chosen by the Administrator using a scoring method for the Entry based on the following equally weighted criteria:

- The drawing is original, unique and meets all other criteria set out above;
- The drawing does not appear to have received help or assistance from the creator’s parents, legal guardians, siblings or friends; and
- The drawing follows the holiday theme.

For clarity, the Entrant whose Entry obtains one (1) of the top five (5) scores will be chosen as a potential winner of the Custom Cup. In the event of a tied score between two or more Entries, the Entry with the highest score on the first criterion listed above (followed by the second, then third, criterion listed above, in the event of a further tie) will be deemed to have obtained the higher score.

Following the selection of the Chosen Entrants, one random (1) draw from the remaining eligible Entries will be conducted to award the thirty (30) Dino Cups to thirty (30) eligible Entrants (each, a “**Selected Entrant**”), if there are sufficient eligible Entrants.

The determination of Chosen Entrants and Selected Entrants is scheduled to be completed by November 27th, 2024 at 11:59:59PM.

Prior to being declared a winner of a Gift, each Chosen Entrant and each 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.

The Chosen Entrants and Selected Entrants will be notified on (or before) December 1, 2024 and asked to share their name and address in order to receive their Gift.

Odds of winning will depend on the total number and calibre (based on the qualifications above) of eligible Entries received during the Contest Period, which is unknown.

Each Gift 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 Chosen Entrant or Selected Entrant fails to accept the Gift as awarded. Gifts may not be exactly as shown in promotional materials. DFO reserves the right, in the event that a Gift, or any component of a Gift, cannot be awarded as described for any reason, to substitute the same for

another Gift or component thereof, of equal or greater value, without notice or liability. In the event that a substitute Gift is awarded, such Gift must be accepted as awarded and cannot be exchanged for cash or otherwise.

7. WINNER NOTIFICATION:

The Chosen Entrants and Selected Entrants will be contacted by DFO via direct message (“DM”) to the Account linked to the selected Entrant’s Entry or submission. If the Chosen Entrant or Selected Entrant cannot be contacted or fails to respond within twenty-four (24) hours of the first attempt of contact by DFO, he/she will be considered to have forfeited the Gift and will be disqualified, in the sole discretion of DFO, and another Entrant may, in the discretion of DFO, 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 Gift, 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 Chosen Entrant or Selected Entrant.

Personal information of the Entrant and/or the creator of the Entry Materials for whom the Entrant is the legal guardian will be collected from Entrants (“Personal Information”). It will be used by DFO and the Administrator to administer the Contest and, if consent is given at the time of entry, to provide Entrants with information regarding upcoming promotions and/or events from DFO. By participating in this Contest, each Chosen Entrant and Selected Entrant consents to the disclosure of the Personal Information to DFO, the Administrator and/or the Gift supplier as necessary for the purpose of delivery of the Gift or otherwise to carry out this Contest. By entering this Contest, further, each Entrant consents to DFO and the Administrator and their Gift supplier and their 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 DFO’s privacy policy and applicable laws.

In addition, each Chosen Entrant understands and agrees on behalf of the Chosen Entrant and that of the creator, if the creator is a minor, that the receipt and participation in the Gift or any part thereof may be photographed, videotaped or otherwise recorded, and, accordingly, the Chosen Entrant hereby grants all rights and permission to being photographed, videotaped or to otherwise have their participation in the Gift or any part thereof recorded. The Chosen Entrant further agrees and consents 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 the Chosen Entrant 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.

8. WINNER CONFIRMATION AND RELEASE:

Prior to being declared a confirmed winner of a Gift, each Chosen Entrant or Selected Entrant must: i) have correctly created the Post using the submission guidelines stipulated above; and ii) correctly answer, unaided, a mathematical skill-testing question, which may at the Sponsor's discretion, be administered by DM, email, or through any other means available to the Sponsor.

By Participating in the Contest, each Chosen Entrant or Selected Entrant: (a) confirms compliance with these Rules; (b) confirms child's first name and age; (c) acknowledges acceptance of the Gift as awarded; and (d) 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 Gift or any portion thereof; and (e) agrees to the publication, reproduction and/or other use of their name, child's first name, city and province/territory of residence, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of DFO in any manner or medium whatsoever, including print, broadcast or the internet.

If a Chosen Entrant or Selected Entrant: (a) fails to correctly answer the skill testing question; (b) cannot accept the Gift for any reason; (c) otherwise fails to comply with these Rules and/or (d) does not respond within 24 hours, then he/she will be disqualified (and will forfeit all rights to the Gift).

IMPORTANT NOTE: The Sponsor will require, in its sole and absolute discretion, that an the Chosen Entrant or Selected Entrant sign and return the Sponsor's form of declaration and release, confirming the child's first name and age in the case of Chosen Entrants, prior to being confirmed as a winner (confirming, among other things, the release set out above and a licence to use the Entry Materials as set out herein).

9. GENERAL:

DFO's decisions 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 DFO 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 and the Social Platforms 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 and the Social Platforms from any and all liability in connection with this Contest and his/her participation therein and his/her use of his/her Gift. Released Parties make no warranty (express or implied), guaranty or representation of any kind concerning any Gift (or any portion thereof).

Each Entrant further agrees that the Released Parties and the Social Platforms 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.

DFO 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 DFO 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, DFO reserves the right to seek remedies and damages to the fullest extent permitted by law. DFO 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 Gift may be forfeited.

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

DFO 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 DFO's opinion, 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.

DFO: Dairy Farmers of Ontario, 6780 Campobello Road, Mississauga, ON, L5N 2L8.
Administrator: Broken Heart Love Affair, 25 Brant St., Toronto, ON, M5V 2L9

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

The Contest is in no way sponsored, endorsed or administered by, or associated with Instagram or Facebook. The Entrant provides personal information to the Sponsor, not to Instagram or Facebook, except as required by Instagram or Facebook. Instagram or Facebook are completely released of all liability related to this Contest by each Entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to DFO or the Administrator and not to Instagram or Facebook.

10. 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 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. 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.