

New York Athletes Love Dairy Sweepstakes Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The *New York Athletes Love Dairy Sweepstakes* (the "Sweepstakes") begins at 12:00 a.m., Eastern Time ("ET") March 1, 2021 and ends at 11:59 p.m. ET on March 31, 2021, ("Sweepstakes Period").

Sweepstakes is sponsored by American Dairy Association North East (the "Sponsor"), Interstate Place II, 100 Elwood Davis Road, North Syracuse, NY 13212. Entering the Sweepstakes constitutes an entrant's full and unconditional agreement to and acceptance of these Official Rules.

ELIGIBILITY: The Sweepstakes is open to legal residents of New York, who are between the ages of fourteen (14) and eighteen (18) as of the Sweepstakes start date. Employees, officers, and directors of the Sponsor, and their respective immediate family members and household and those of any corporate affiliates, subsidiaries, advertising and promotion agencies of the Sponsor, and any other entities directly associated with this Sweepstakes (together the "Released Parties") are not eligible to participate. All federal, state, and local laws and regulations apply. **Void where prohibited.**

HOW TO ENTER: During the Sweepstakes Period, eligible participants are invited to enter the Sweepstakes by posting a photo of a healthy dairy snack on Instagram. Participants must also include the promotion hashtag, #NYAthlete2021 and the American Dairy Association North East's Instagram handle, @AmericanDairyNE. Postings must meet the requirements set forth below and must otherwise be compliant with all provisions of these Official Rules. Once you have completed these steps, you will automatically be entered with one (1) entry into the Sweepstakes. Posts made on a private Instagram account will not be recognized or eligible for entry in the Sweepstakes. You can sign up for a free account at www.instagram.com. Entrants may post as many times as they wish during the Sweepstakes Period, however multiple posts or re-posts will not result in an additional entry or increase the likelihood of winning. All entries must adhere to the Instagram Guidelines and Terms of Service. By submitting an entry via Instagram, each entrant consents to receive from the Sponsor a comment on their post and, if applicable, agrees to be notified that he/she has been selected as a Prize Winner via Instagram. Any entrant found to be using multiple accounts to enter the Sweepstakes will be disqualified. In addition, entrants must enter the Sweepstakes using a personally-registered Instagram account. Any Entrant found to be using the account of a group, company, or other association, will be disqualified. Individuals who do not have a Instagram account or prefer not to use social media may enter the Sweepstakes without charge by sending an email containing their name, address, the subject line NY Athlete 2021, and including a photo or a description of their favorite healthy dairy snack to the Sponsor info@americandairy.com.

In order to be eligible to win, entries must actually be received by Sponsor during the Sweepstakes Period. For purposes of this Sweepstakes, an entry is "received" when a post is made live on Instagram, or when the United States Postal Service delivers an entry via postcard to the Sponsor at the address above. Receipt of postings or entries may not be acknowledged by the Sponsor. Submissions which are not consistent with these Official Rules will be disqualified. All participants in the Sweepstakes agree that Sponsor may use the content of their Instagram postings relating to the Sweepstakes, including all or a portion of their submitted photo or video, their likeness, and any other materials relating to their favorite healthy dairy snack, for any

proper purpose, including, without limitation, for Sponsor's advertising/promotional purposes. Any personally identifiable information collected during an entrant's participation in this Sweepstakes will be collected and used by Sponsor, its respective affiliates, agents and marketers for purposes of the administration and fulfillment of the Sweepstakes as described in these Official Rules and for Sponsor's marketing and business purposes. A copy of Sponsor's privacy policy is available at <https://www.americandairy.com/about/privacy-policy.stml>.

SUBMISSION GUIDELINES: Entries may not contain any image or depiction of the following: (i) materials which include or constitute trademarks, trade names or copyrighted works created or owned by any person or entity other than the entrant; (ii) materials bearing profanities, or bearing the name or likeness of any celebrity, living or dead; (iii) materials which contain visible identifiable or potentially identifiable information, including but not limited to, phone numbers, website links, street addresses, email addresses or license plate numbers; (iv) behavior inappropriate for a general audience; (v) any depiction of real or simulated sexual acts; (vi) violence in any form; (vii) materials which violate anyone's reasonable privacy expectations, violate any known agreement, or which are defamatory in nature; (viii) materials which are derogatory to Sponsor, or any affiliated entity or person; (ix) materials which are discriminatory based on race, religion, national origin, physical disability, age, sex, or sexual orientation or preference; (x) materials in which any person identifiably appears unless the entrant has obtained an appropriate written release from such person granting all rights required herein; and, (xi) materials which do not comply with all other requirements in these Official Rules.

Sponsor reserves the right to reject or disqualify any entry which Sponsor, in its sole and absolute discretion, determines to be inconsistent with the letter or spirit of the Official Rules or potentially damaging to its, the Sweepstakes, or another's image or reputation.

By entering the Sweepstakes, each entrant represents, warrants and guarantees (i) that he or she is the sole author and copyright holder of any materials included as part of their social media posting or submission materials, including any photos, videos or narratives posted to Instagram; (ii) that any such materials are the original work of the person entering the Sweepstakes; (iii) that he or she has permission from any individual appearing or featured in such materials to include their likeness as part of the submission and to grant the rights set forth herein; and (iv) that such materials do not infringe upon any copyright, trademark, right of privacy, right of publicity, or any other intellectual property or other rights of any person or entity. Each entrant warrants and represents that he or she consents to the use of their entry in the Sweepstakes, and to its posting on the Internet in connection with the Sweepstakes. Further, by submitting an entry, each entrant grants the Sponsor an unlimited, worldwide, royalty-free, and perpetual license and right to publish and use all content provided in connection with the entry, or any idea contained in the content provided in connection with the entry, in any way, and in all media, for commercial, advertising, promotional or any other purpose. Sponsor will not assist any entrant with the development of an entry. Sponsor specifically reserves all its rights to protect its intellectual property against any infringement or other illegal or improper use.

DRAWINGS AND NOTIFICATIONS: Up to twenty (20) winners will be selected at random from all eligible entries via drawings to take place on the following dates: March 5, March 12, March 19, March 26, and March 31.

All drawings will be conducted by the Sponsor, whose decisions are final and binding in all matters relating to this Sweepstakes. The Sponsor will randomly select four (4) winners per drawing from among the eligible entries received from all methods of entry. In the event there are fewer than four (4)

eligible entries at the time any drawing is held, any extra prizes will be allocated to a subsequent drawing. No person shall be eligible to win more than once. The odds of winning a prize depend on the total number of eligible entries received. The winner(s) will be contacted by the Sponsor via Instagram comment, or via first class mail. The winner(s) will need to provide their name and mailing address in order to receive their prize.

PRIZES: Each winner will receive a Refuel branded Under Armor zip-up with a retail value of \$42.00.

PRIZE CONDITIONS: If a prize or prize notification is returned as unclaimed or undeliverable, if a winner does not respond to Sponsor's notification to claim their prize within ten (10) calendar days from the date Sponsor first gives notice via social media, or within fifteen (15) calendar days from the date Sponsor first gives notice by first class mail, if a winner fails to complete and return any tax forms or other documentation reasonably requested by Sponsor within the time period specified by Sponsor (which shall not be less than ten (10) calendar days), or if a winner is determined not to have complied with these Official Rules, then such person shall be disqualified and their prize shall be awarded to an alternate winner selected by random drawing. All taxes, if applicable, are the sole responsibility of the winner(s). A winner's entry in the Sweepstakes and acceptance of the prize offered, constitutes permission (except where prohibited) for the Sponsor to use such winner's name, photograph, likeness, statements, biographical information, voice and address (city and state), as well as the photos and social media posts, in all forms of media, in perpetuity, without notice or further compensation. No substitution or transfer of prize or election of cash in lieu of prize will be permitted. The Sponsor reserves the right at its sole discretion to substitute any part of the prize package with another prize of equal or greater value in the event that the prize (or any component thereof) is not available. Decisions of the Sponsor are final and binding.

LIMITATIONS OF LIABILITY: If for any reason this Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and to select and award any prizes using all non-suspect eligible entries received. Sponsor shall have no responsibility or liability for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, or for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website or application, or any combination thereof, including any injury or damage to participant's or any other person's computer, smartphone or other device relating to or resulting from participation in the Sweepstakes or downloading any materials in the Sweepstakes.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR APPLICATION OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND 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. In the event of a dispute as to the identity of a winner based on a social media post, the winning entry will be declared made by the authorized account holder of the social media profile used for submission at time of entry, provided, however, that the authorized account holder is a legal resident of New York and between the age of fourteen (14) and eighteen (18) as of the

Sweepstakes start date. "Authorized account holder" is defined as the natural person who is assigned to the profile by the social media platform provider that is responsible for assigning profiles.

TERMS & CONDITIONS: This Sweepstakes is subject to all applicable federal, state, and local laws. By entering the Sweepstakes, to the greatest extent permitted by law, entrants agree to release, discharge, indemnify, and hold harmless the Released Parties, and each of their respective directors, officers, employees, shareholders, and agents from any and all liability, loss, damage, or injuries to any person (including death) or property of any kind sustained in connection with their participation in the Sweepstakes, the breach of any representations or warranties set forth herein with respect to any materials submitted by the entrant in connection with the Sweepstakes, or from their acceptance, receipt, possession, and/or use or misuse of the prize, or for any typographical or other error in the printing, offering, or announcement of the prize. Entrants further acknowledge that the Released Parties have neither made, nor are in any manner responsible or liable for any warranty, representation, or guarantee express or implied, in fact or in law, relating to the prize, including, but not limited to, its quality or fitness for a particular purpose. Any person attempting to defraud or in any way tamper with the Sweepstakes mechanics and/or implementation may be prosecuted to the fullest extent of the law. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. The Sponsor reserves the right to disqualify any entrant that Sponsor determines, in its sole discretion, violates these Official Rules. **This Sweepstakes is void where prohibited.**

DISPUTES: Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the state or federal courts located in the State of New York, County of Onondaga. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

WINNERS LIST REQUESTS: To request confirmation of the name and address of the Sweepstakes winner(s), please send such request, together with a self-addressed, stamped, business-size envelope to: American Dairy Association North East Sweepstakes, Interstate Place II, 100 Elwood Davis Road, North Syracuse, NY 13212. Requests must be received within ninety (90) days of the end of the Sweepstakes Period. Vermont residents may omit postage.

SPONSOR: American Dairy Association North East, Interstate Place II, 100 Elwood Davis Road, North Syracuse, NY 13212.

This Sweepstakes is in no way sponsored, endorsed or administered by Instagram.