

## The “Lunch Hack #LunchWithMilk Giveaway” CONTEST

### Contest Rules

#### **No purchase necessary.**

The “Lunch Hack #LunchWithMilk Giveaway” contest (the “Contest”) is held by Dairy Farmers of Canada (the “Contest Organizer”). The Contest runs on the Internet from 9:00AM Eastern Time (“ET”) on October 3<sup>rd</sup>, 2015 to 11:59:00PM (ET) on October 9, 2015 (the “Contest Period”).

#### **ELIGIBILITY**

1. The Contest is open to New Brunswick and Nova Scotia residents, who have reached the age of majority at the time of entry. Employees, agents and representatives of the Contest Organizer, of the Influencers (as herein after defined in paragraph 2), of any company, corporation, trust or other legal entity controlled by or affiliated to them, their advertising and promotional agencies, suppliers of the prize, material and services related to this Contest, as well as members of their immediate family (brothers, sisters, children, father, mother), their legal or common-law spouse and any individuals with whom such employees, agents and representatives are domiciled, are not eligible.

#### **HOW TO ENTER**

2. To enter, proceed as follows:

During the Contest Period, the Contest Organizer and the identified influencers which are the respective owners of the following Twitter accounts @CoPilotMom, @JustLeigh73, @OlderMommyStill (collectively the “Influencers”), will send out a series of Tweets asking you to come up with a creative way to prepare a school lunch for your kids that is both time-saving, balanced & nutritious. For example:

- o Use a cookie cutter to make fun shapes out of sandwiches (plus, no crusts!)
- o A fun way to sneak in veggies into your child’s school lunch
- o Making lunches at night using a box with built-in compartments, making them easy to grab & go in the morning

In order to participate, users must tweet a photo of their lunch hack with a brief description, and tag DFC (@100CanadianMilk) and one of the Influencers (@CoPilotMom, @JustLeigh73, @OlderMommyStill) by complying with the instructions provided in the call to action and by using the hashtag #LunchWithMilk (the “Contest Twitter Hashtag”) (the “Entrant’s Tweet”).

You obtain one (1) entry per eligible Entrant’s Tweet submitted.

3. **Requirements.** To be eligible for the Contest, each Entrant's Tweet must comply with the following criteria and conditions:

3.1 It must be sent out in a Tweet during the Contest Period;

3.2 It must include the Contest Twitter Hashtag (#LunchWithMilk), and tag DFC (@100CanadianMilk) and one of the Influencers;

3.3 You must come up with your own Entrant's Tweet. Retweets will not be considered as entries;

3.4 It must be in English;

3.5 It must be original and the entrant must be its sole author or have obtained all required rights or authorizations for its use in the scope of this Contest;

3.6 It must comply with the platform rules and character limits set out by Twitter. Each entrant is responsible to ensure that his/her Entrant's Tweet complies with such rules and limits;

3.7 It must not contain inappropriate content, notably content which is explicitly sexual, offensive, harassing, discriminatory, libellous, violent, malicious, hateful, or content which may be against knowledgeably accepted standards of good behaviour among the Canadian society, or which depreciates the Contest Organizer, the Influencers, including their affiliated companies' products or services or their members, or any other third parties, or that contains profanities. It must not contain suggestive images or language promoting an illegal activity and must not contain commercial content directly showing or promoting a brand.

3.8 By participating in this Contest you agree that your first name, last name and location of residence be used in connection with the Entrant's Tweet submitted.

3.9 In the event that the Contest Organizer has reasons to believe that an Entrant's Tweet does not comply with the above criteria or the Contest rules, or that an entrant does not fully comply with the Contest rules, the Contest Organizer reserves the right, at its sole discretion, to disqualify the entrant and/or to remove the Entrant's Tweet submitted. If the Entrant's Tweet is rejected, no entry will be awarded for such participation and the entrant may be disqualified. No notice or explanation will be given to the entrant as to why the Entrant's Tweet was rejected.

3.10 By participating in this Contest, you declare and represent that the Entrant's Tweet submitted does not violate a person's privacy rights, notably contain his/her name, likeness, resemblance, voice or reveal intimate details about this person unless you have obtained his/her consent and in the case of a minor, the consent of a parent or legal

guardian. By participating in this Contest, you grant the Contest Organizer, the Influencers and their representatives the right to reproduce, broadcast, publish, distribute, represent in public, edit, modify and translate the Entrant's Tweet, without any territorial or time limitations, for the purposes of this Contest or for any other purpose related to the Contest Organizer's or the Influencers' activities, including but not limited to, broadcast in various media, notably the Contest Organizer's websites, web banners, existing Internet platforms (Facebook, YouTube, Instagram, Twitter, etc.), the Influencers' Internet platforms accounts (Facebook, YouTube, Instagram, Twitter, etc.), or advertising material promoting the present Contest or its future editions, as the case may be, or the Contest Organizer's or the Influencers' services and/or products.

## **PRIZES**

4. **Prize description.** There are three (3) prizes to win. Each prize consists of one (1) \$100 gift card redeemable at a food retailer, which will be selected at the Contest Organizer's sole discretion (the "Prize").
5. **Prize conditions.** The following conditions apply to each Prize:
  - 5.1 Gift card cannot be, in whole or in part, exchanged for cash.
  - 5.2 Gift card will be redeemable only at the selected retailer's stores.
  - 5.3 Lost, stolen or unauthorized gift card will not be replaced.
  - 5.4 Gift card is subject to any and all restrictions and conditions applicable that are disclosed on it and that could be communicated by any retailer who issued the gift card.

## **SELECTION OF THE WINNERS**

6. **Draw.** At approximately 10:00AM (ET) on October 10, 2015, the Influencers will select three (3) eligible entries in total at random draw among all entries registered during the Contest Period.
7. **Odds of winning.** The odds of winning will depend on the number of eligible entries received during the Contest Period.

## **AWARDING OF THE PRIZES**

8. To be declared a winner, any selected entrant must:

- 8.1 Be reached by private message on his/her Twitter account by the Contest Organizer within five (5) days of the draw and reply in accordance with the instructions given in the message, by notably providing his/her email address;
- 8.2 Respond to the email sent by the Contest Organizer in accordance with the instructions given in the email, by notably providing a correct answer to the mathematical skill testing question within five (5) days. By answering this email within the prescribed time and in the prescribed manner, the selected entrant represents and acknowledges that:
  - 8.2.1 he/she has read and abided by these Contest Rules;
  - 8.2.2 he/she has participated in the Contest and at the time he/she entered the Contest, he/she was residing in Nova Scotia or New Brunswick and he/she had reached the age of majority in his/her province of residence;
  - 8.2.3 the information he/she provided in his/her entry to the Contest is accurate;
  - 8.2.4 he/she accepts the Prize and the conditions applying to the Prize as described in these Contest Rules;
  - 8.2.5 the Prize may not in any case be transferred to another person, replaced or substituted, subject to what is set forth in these Contest Rules;
  - 8.2.6 he/she authorizes the Contest Organizer, the Influencers, their representatives to use his/her name, photo, likeness, voice, place of residence and/or statement regarding the Prize for publicity purposes, without any form of compensation;
  - 8.2.7 the Entrant's Tweet is original and that he/she is its sole author or he/she has obtained all required rights or authorizations for its use in the scope of this Contest;
  - 8.2.8 the Entrant's Tweet submitted does not violate a person's privacy rights, notably contain his/her name, likeness, resemblance, voice or reveal intimate details about this person unless the entrant has obtained his/her consent and in the case of a minor, the consent of a parent or legal guardian. Upon request, the entrant accepts to provide the Contest Organizer and its representatives with the authorizations mentioned above. He/she grants the Contest Organizer, the Influencers and their representatives the right to reproduce, broadcast, publish, distribute, represent in public, edit, modify and translate the Entrant's Tweet, without any territorial or time limitations, for the purposes of this Contest or for any other purpose related to the Contest Organizer's or the Influencers' activities, including but not limited to, broadcast in various media, notably the Contest Organizer's websites, web banners, existing Internet platforms (Facebook, YouTube, Instagram, Twitter, etc.), the Influencers' Internet platforms accounts (Facebook, YouTube, Instagram, Twitter, etc.), or advertising material promoting the present Contest or its future editions, as

- the case may be, or the Contest Organizer's or the Influencers' services and/or products;
- 8.2.9 the Contest Organizer, the Influencers and their representatives have no responsibility concerning the use and broadcast of the Entrant's Tweet for the authorized purposes and they cannot be held liable for any violation whatsoever under these terms and conditions or Twitter terms of use by users. The entrant undertakes to reimburse the Contest Organizer, the Influencers and their representatives the amount corresponding to any expense incurred by them in the event of a claim or legal proceedings resulting from the use or the broadcast of the Entrant's Tweet.
- 8.2.10 he/she is not an employee of Dairy Farmers of Canada Inc., the Influencers, their affiliates, subsidiaries, advertising and promotional agencies, or parties engaged in the development, production, and distribution of materials related to the Contest, nor he/she is not member of the household or immediate family (husband, wife, spouse, mother, father, brother, sister, son or daughter, whether or not they reside in the same household) of any of the above;
- 8.2.11 upon receipt of the Prize, the obligations related to the Prize become the sole responsibility of the providers of services and goods related to the Prize and he/she releases the persons mentioned above from any liability regarding that matter.
- 8.2.12 he/she releases the Released Parties (as herein after defined in paragraph 13) from all liability for any damages as a result of the organization or the administration of the Contest, entry or attempt to enter the Contest or the acceptance or use of the Prize;
- 8.3 Failure to comply with one of the conditions mentioned above or to accept the Prize as is will cause the selected entrant to be disqualified. In such a case, the Contest Organizer may, at its sole discretion, cancel the Prize or hold a new draw amongst all other eligible entries.
- 8.4 Within two (2) weeks following the receipt of the duly completed and signed Declaration Form, the Contest Organizer will deliver to the winner his/her prize by mail.

## **GENERAL CONDITIONS**

The following general conditions apply:

9. **Verification.** Declaration Forms and Entrant's Tweets submitted are subject to verification by the Contest Organizer. Any Declaration Form or Entrant's Tweet submitted which is, as the case may be, incomplete, illegible, mutilated, fraudulent, registered or submitted late,

bearing invalid information or otherwise noncompliant shall be rejected and will not entitle to an entry or to the prize, as the case may be.

10. **Disqualification and exclusion.** The Contest Organizer reserves the right, at its sole discretion, to cancel the entry or entries, as the case may be, of a person or to disqualify a person from the Contest and/or any other future contest or promotion held by the Contest Organizer if this person participates or tries to participate in the Contest by using methods that do not comply with these Contest Rules or that are unfair to other entrants or should the Contest Organizer suspect that this person tampered with the conduct of the Contest, made a false statement regarding his/her entry or violated these Contest Rules. Such a person may be reported to the appropriate legal authorities.
11. **Conduct of the Contest.** Any attempt to deliberately damage the Contest Organizer's or the Influencers' Twitter accounts and/or any related website or to sabotage the legitimate conduct of this Contest may constitute a violation of civil and criminal laws. Should there be any such attempts, the Contest Organizer reserves the right to reject the entrant's entries and obtain legal or equitable relief under applicable laws.
12. **Acceptance of Prize.** The Prize must be accepted as described in these Contest Rules and may not, in any case, be in whole or in part transferred to another person, replaced by another prize or exchanged for cash. In the event where it would be impossible, difficult and/or more costly for the Contest Organizer to award the Prize (or a portion thereof) as described in these Contest Rules, the Contest Organizer reserves the right to award the prize (or portion thereof) of the same kind and of equivalent value as indicated in the Contest Rules.
13. **Liability limit: use of the Prize.** By entering the Contest, any entrant selected for the Prize releases and holds harmless the Contest Organizer, the Influencers, any company, corporation, trust or other legal entity controlled by or affiliated to them, their members, their advertising and promotional agencies, their employees, representatives and mandatories (the "Released Parties") from and against any damage resulting from the acceptance or use of the Prize.
14. **Liability limit: Prize supplier.** Any entrant selected for a Prize acknowledges that upon awarding of the Prize, the obligations related to it become the responsibility of the providers of services and goods related to the Prize.
15. **Contest Twitter Hashtag.** The Contest Organizer does not warrant that access to or use of the Contest Twitter Hashtag will be uninterrupted during the Contest Period or error-free.
16. **Liability limit: conduct of the Contest.** The Released Parties disclaim all liability for any of the following that may limit or prevent any entrant's participation in the Contest: malfunctioning of any computer component, software or communications line; loss or lack of a communications network; or any transmission that is faulty, incomplete,

incomprehensible or erased by any computer or network. The Released Parties also disclaim all liability for any damages or loss that may be caused, directly or indirectly, in whole or in part, by the downloading of any web page or software or by the transmission of any information related to participation in the Contest.

17. **Contest modification.** The Contest Organizer reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this Contest in whole or in part, should human intervention or an event take place that could alter or affect the administration, security, impartiality or conduct of the Contest as provided in these Contest Rules.
18. **Termination of participation in the Contest.** In the event that the computer system cannot register all Contest entries for whatever reason, or if participation in the Contest must be terminated in whole or in part before the closing date provided in these Contest Rules, the prizes may be awarded in compliance with the provisions to be determined by the Contest Organizer, at its sole discretion.
19. **Prize limit.** In no event shall the Contest Organizer be required to award more prizes than indicated in these Contest Rules or to award the Prizes otherwise than in compliance with these Contest Rules.
20. **Liability limit: participation in the Contest.** Persons who enter or try to enter this Contest release the Released Parties from any liability for damage these said persons may incur as a result of their entry or their attempt to enter the Contest.
21. **Authorization.** By entering this Contest, any entrant selected for a Prize authorizes the Contest Organizer, the Influencers and their representatives to use his/her name, photo, likeness, voice, place of residence and/or statement regarding the Prize for publicity purposes, without any form of compensation.
22. **Communication with entrants.** No communication or correspondence related to this Contest shall be exchanged with entrants, except as provided for in these Contest Rules or at the Contest Organizer's or the Influencers' initiative.
23. **Personal information.** Entrants' personal information collected for the purpose of the Contest will only be used to administer the Contest. No commercial or other communications unrelated to the Contest will be sent to entrants unless they have otherwise agreed to receive such communications.
24. **Property.** Declaration Forms are the property of the Contest Organizer and shall not in any case be returned to entrants.
25. **Entrant identification.** For the purpose of these Contest Rules, the entrant is the owner of the Twitter account used to enter the Contest and it is to this person to whom a prize will be awarded if he/she is declared a winner.

26. **Contest Organizers' decision.** Any decision by the Contest Organizer or its representatives regarding this Contest is final and without appeal.
27. **Unenforceability.** If a section of the Contest Rules is declared or deemed illegal, unenforceable or invalid by a competent court, that section shall be considered invalid, but all unaffected sections will be applied within the limits of the law.
28. **Social media platform.** This Contest is not sponsored, endorsed or administered by, or associated with any social media platform, including Twitter. Any question, comment or complaint regarding the Contest must be directed to the Contest Organizer and not to those social media. The social media and all of their affiliates, directors, officers, agents and employees are not liable for any claims arising out of or in connection with the organization of this Contest. However, by participating in this Contest, each participant agrees to abide by the terms and conditions of use, contracts, other policies and/or guidelines governing the social medias and releases the Contest Organizer, the Influencers, any company, corporation, trust or other legal entity controlled by or affiliated with them, their advertising and promotional agencies, their employees, agents and representatives from and against any damage that could arise from the use of these platforms.