

**Dairy Farmers of Ontario**  
**FIND THE LUCKY CHEESTRINGS® CONTEST**  
**OFFICIAL CONTEST RULES**

**THIS CONTEST IS ONLY OPEN TO RESIDENTS OF ONTARIO AND IS GOVERNED BY  
CANADIAN LAW AND THE LAWS OF THE PROVINCE OF ONTARIO.**

**NO PURCHASE NECESSARY.** THIS CONTEST IS ONLY OPEN TO RESIDENTS OF ONTARIO AND IS GOVERNED BY CANADIAN LAW AND THE LAWS OF THE PROVINCE OF ONTARIO

Minors (under the age of majority) must have permission from their parent or legal guardian in order to enter the Contest. If the Contest prize is won by a minor, it will be awarded in the name of a minor's parent or legal guardian. See below for full contest details.

#### **1. AGREEMENT**

These rules govern the Find the Lucky Cheestrings® 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, which decisions shall be final and binding upon all entrants.

#### **2. CONTEST SPONSOR**

The Contest Sponsor is the Dairy Farmers of Ontario (the "**Sponsor**"). The Contest prize supplier is Dairy Farmers of Ontario, its affiliates, and Parmalat Canada Inc. (collectively, the "**Prize Supplier**").

#### **3. CONTEST PERIOD**

The Contest begins on June 3, 2019 at 12:01:00 a.m. Eastern Time ("**ET**") and ends on July 31, 2019 at 12:59:59 p.m. ET (the "**Contest Period**").

#### **4. ELIGIBILITY**

The Contest is open to residents of Ontario who are 13 years of age or older at the time of entry; except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) the Sponsor, its respective companies, subsidiaries, associated and affiliated entities, prize suppliers, Parmalat Canada Inc., dealers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively with the Sponsor, the "**Contest Parties**"). **Entrants under the age of majority (18) must get a parent or legal guardian's permission to enter.** By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by these Rules.

## 5. HOW TO ENTER

**NO PURCHASE NECESSARY.** There is one (1) way to obtain an Official Contest Entry (for this Contest (each an “**Entry**” and collectively, the “**Entries**”) during the Contest Period, as follows:

Participate in the Contest by visiting <https://rechargewithmilk.ca/luckycheestrings>. To be eligible to earn an Entry, you must fully complete the online Entry form with all required information. Among other things, you will need to: (i) provide your first name, last name, street address, city, province, phone, age and email address; (ii) confirm that you have read and agree to be legally bound by these Rules. Once you have fully completed the Entry Form with all required information, your Entry is completed. To be eligible, your Entry must be submitted in accordance with these Rules during the Contest Period.

**Limit of one (1) Entry per person, per calendar day during the Contest Period.** 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 attempted to: (i) obtain more than one (1) Entry; and/or (ii) use multiple names, multiple identities and/or any other means not in keeping with the Sponsor’s interpretation of the letter and spirit of these Rules to enter or otherwise participate in or to disrupt this Contest (all as determined by the Sponsor in their sole and absolute discretion); then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor (and, if disqualified, will have his/her Entry deemed null and void). An Entry may be rejected if (in the sole and absolute discretion of the Sponsor) it is not submitted and received in accordance with these Rules. The Contest Parties, Parmalat Canada Inc., and each of their respective officers, directors, employees, agents, affiliates, representatives, successors and assigns (collectively, the “**Released Parties**”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void).

## 6. VERIFICATION

All Entries are subject to verification at any time and for any reason. The Sponsor reserves the right, in their sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor’s interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification of the applicable entrant in the sole and absolute discretion of the Sponsor (and, if disqualified, the entrant will have his/her Entry deemed null and void). The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the Sponsor.

## 7. THE PRIZES

The grand prize and instant winner prizes may be referred to collectively as “**Prizes**” or individually as a “**Prize**”. The Contest Prizes consist of: three (3) grand prizes and one-hundred (100) instant winner. Prizes to be won by the individuals who are confirmed as winners by the Sponsor (the “**Confirmed Winners**”) or referred to individually as a “**Confirmed Winner**”. The Prizes are as follows:

- a. **Grand Prize x 3 - (Three Grand Prize Winners), each Grand Prize consisting of the following elements:**
  - i. One (1) Toronto Raptors Prize Pack; Raptors tickets to a regular season home game for 4, plus,
  - ii. One (1) ‘Cheestrings for a Year’ prizes, which consists of 52 Free 8-pack Cheestrings coupons each.
- b. **One Hundred (100) Instant Prizes** – each consisting of the following elements:
  - i. One hundred (100) Free 8-pack Cheestrings coupons to be redeemed where Cheestrings products are sold.

Prizes must be accepted as awarded and are not transferable, assignable or convertible to cash (except as may be specifically permitted by the Sponsor in their sole and absolute discretion). No substitutions are permitted except at Sponsor’s option. The Sponsor reserves the right, in its sole and absolute discretion, to substitute the Prize or a component thereof with a prize of equal or greater retail value, including, without limitation, but at Sponsor’s sole and absolute discretion, a cash award.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the Confirmed Winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting the Prize, the Confirmed Winner agrees to waive all recourse against the Sponsor and all of the other Released Parties if his/her Prize or a component thereof does not prove satisfactory, either in whole or in part.

## 8. ELIGIBLE WINNER SELECTION

On August 5, 2019 (the “**Selection Date**”) in London, ON at approximately 1:00 p.m. EST, three entrants (the “**Eligible Winners**”) will be drawn from among all eligible Entries for the grand Prizes at random. Throughout the Contest Period, one-hundred Eligible Winners will be selected randomly based on pre-selected times for the instant Prizes. The odds of winning a grand Prize and/or instant Prize depend on the number of eligible Entries submitted and received in accordance with these Rules. All instant Prize winners will remain eligible for the grand Prize.

## **9. ELIGIBLE WINNER NOTIFICATION**

The Sponsor or their designated representative will make a minimum of three (3) attempts on August 6, 2019 to contact the Eligible Winners. If the Eligible Winner cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible entrant from among the remaining eligible Entries submitted and received in accordance with these Rules in accordance with the procedures outlined in section 7 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

## **10. ELIGIBLE WINNER CONFIRMATION**

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY DECLARES HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES. Before being declared as a Confirmed Winner, the Eligible Winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of declaration and release); and (b) sign and return within two (2) business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, address, 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 the Sponsor in any manner or medium whatsoever, including print, broadcast or the internet. If the Eligible Winner is under the age of majority (18), then a parent or legal guardian of the Eligible Winner must sign and return the Sponsor's declaration and release form on behalf of the Eligible Winner. If the Eligible Winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in their sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries submitted and received in accordance with these Rules in accordance with the procedures outlined in section 7 (in which case the foregoing provisions of this section shall apply to such newly selected Eligible Winner).

## **11. GENERAL CONDITIONS**

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal.

ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Sponsor reserves the right, in its sole and absolute discretion, to disqualify any individual that it deems to be in violation of these Rules. The Sponsor reserves the right to refuse an Entry from any person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. In their sole and absolute determination, the Sponsor may disqualify any person who acts in any manner to threaten or abuse or harass any person and to void all such person's Entries.

The Released Parties will not be liable for: (i) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (ii) the failure of any information or materials whatsoever to be received, captured, recorded or function properly for any reason whatsoever; (iii) anyone being incorrectly and/or mistakenly identified as a Confirmed Winner or Eligible Winner; and/or (iv) any combination of the above.

The Sponsor reserves the right, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be 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, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the forgoing, the Sponsor reserve the right, in their sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted only for the purpose of administering the Contest and in accordance with Sponsor privacy policy (available at: <http://www.milk.org/Corporate/ContentNoMP.aspx?id=621>) This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any entrant and/or any other information or materials with these Rules, or as a result of any

technical or other 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, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, any website(s), platform(s), point of sale, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

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.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, 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 parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.

Dairy Farmers of Ontario reserves the right in its sole discretion to supplement or make changes to the rules of the contest at any time without notice.

Parmalat Canada Inc. For avoidance of doubt, Contest participants confirm that they indemnify and hold harmless Parmalat Canada Inc., from and against all liability and damages whatsoever arising from their participation in the Contest. Information provided by entrants is provided to the Sponsor and not to Parmalat Canada Inc.

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