

END OF SUMMER GIVEAWAY 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 *End of Summer Giveaway* (the “Sweepstakes”) begins at **10:00a.m.** prevailing Eastern Time on Thursday, September 22, 2022, and ends at **11:59 p.m.** prevailing Eastern Time on Monday, September 26, 2022. (the “Sweepstakes Period”). This Sweepstakes is sponsored by Savor Recipes, an entity of American Dairy Association North East and the 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, New Jersey, Delaware, Maryland, Pennsylvania who have attained the age of eighteen (18) years old as of the Sweepstakes start date**¹ 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 American Dairy Association North East 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 following @savorrecipes and @cheatdayeats on Instagram and must “like” and “comments” on the post(s) promoting the sweepstakes. Once participants have completed these steps, they will automatically be entered with one (1) entry into the Sweepstakes. Each entry must comply with all rules, guidelines, or terms of service governing the use of the social media platform on which it is posted and with the Submission Guidelines below. By submitting an entry via social media, 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 social media. 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 social media account. Any posting from a social media account established for a group, company, or other association, will be disqualified. Individuals who do not have a Instagram account or who prefer not to use social media may enter the Sweepstakes without charge by sending a postcard containing their name, address, the subject line End of Summer Giveaway Sweepstakes to the American Dairy Association North East at American Dairy Association North East, Interstate Place II, 100 Elwood Davis Road, North Syracuse, NY 13212.

In order to be eligible to win, entries must actually be received by Savor Recipes, an entity of American Dairy Association North East and the American Dairy Association North East during the Sweepstakes Period. For purposes of this Sweepstakes, an entry is “received” when a entrant follows @savorrecipes and @cheatdayeats on Instagram, “likes” the post and “comments” on the post. Receipt of 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 social media postings relating to the Sweepstakes, including all or a portion of any submitted text, photo, or video, their likeness, and any other

¹ Special considerations may apply if minors are eligible to participate in sweepstakes, particularly if any personal information will be collected from children under the age of 13.

materials relating to their submission, for any proper purpose, including, without limitation, for Sponsor's advertising and promotional purposes. Any information provided as part of an entrant's participation in this Sweepstakes may 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: 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. 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.

WINNERS AND NOTIFICATIONS: Within ten (10) calendar days following the end of the Sweepstakes Period, a random drawing will take place from all eligible entries received to determine the prize winner². All drawings will be conducted by Savor Recipes, an entity of American Dairy Association North East and the American Dairy Association North East. Savor Recipes, an entity of American Dairy Association North East and the American Dairy Association North East will randomly select one winner from among the eligible entries received from all methods of entry. The decision of Savor Recipes, an entity of American Dairy Association North East and the American Dairy Association North East is final and binding in all matters relating to the Sweepstakes. The odds of winning a prize depend on the total number of eligible entries received. Winner will be notified as soon as reasonably practicable following their selection via a direct message to their Instagram on Wednesday, September 28, 2022, or via first class mail. Winner will need to provide their name and mailing address in order to receive their prize by Monday, October 31st at 11:59p.m.

PRIZES: One (1) grand prize winner will be selected to receive a Ninja CREAMi™ (value \$229.99)³

PRIZE CONDITIONS: If a prize or prize notification is returned as unclaimed or undeliverable, if a winner does not respond to a 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

² Sweepstakes rules require that the winner be selected on the basis of chance. If any method other than a random drawing is proposed to be used to select winners a promotion will likely be viewed as a contest and will require consideration of additional legal requirements.

³ Any non-cash prizes must specify the approximate retail value. If the total value of prizes will exceed \$5,000 N.Y. Gen. Bus. Law § 369-e requires notification to the Secretary of State at least 30 days prior to the beginning of the Sweepstakes, posting of a bond to cover prize awards, and reporting of prize winners.

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, any prize will be awarded to the authorized account holder of the social media profile used for submission at time of entry. "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, any social media platform entrant uses to enter the Sweepstakes, 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 any prize, or for any typographical or other error in the printing, offering, or announcement of such 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 Sweepstakes Administrator, and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. The American Dairy Association North East reserves the right to disqualify any entrant that the American Dairy Association North East 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, 100 Elwood Davis Road, North Syracuse, NY 13212. Requests must be received within ninety (90) days of the end of the Sweepstakes Period.

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 or Ninja™