Official Rules Ice Cream 2023 Sweepstakes

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING ARE DEPENDENT ON THE TOTAL NUMBER OF ENTRIES RECEIVED. SWEEPSTAKES RUNS FROM 7/1/2023 AT 12:00 A.M. ET TO 7/31/2023 AT 11:59 P.M. ET. OPEN ONLY TO LEGAL RESIDENTS OF FLORIDA, 21+ AS OF ENTRY DATE. VOID WHERE PROHIBITED & OUTSIDE OF THE STATE OF FLORIDA. WINNER WILL BE SELECTED ON AUGUST 2ND, 2023. GRAND PRIZE WINNER WILL RECEIVE ONE ICE CREAM MAKER AND \$50.00 GIFT CARD TO PUBLIX. EXCLUDES FDF'S EMPLOYEES & THEIR IMMEDIATE FAMILY MEMBERS. TO ENTER, COMPLETE ENTRY FORM AT FLORIDAMILK.COM. LIMIT 1 ENTRY PER PERSON/EMAIL. ONLY ONE (1) GRAND PRIZE WILL BE AWARDED. THE GRAND PRIZE IS WORTH APPROXIMATELY \$150.00, BUT CANNOT BE EXCHANGED FOR CASH. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. OTHER RESTRICTIONS APPLY. FOR FULL RULES VISIT FLORIDAMILK.COM. SPONSOR: FLORIDA DAIRY FARMERS, 1003 ORIENTA AVE., ALTAMONTE SPRINGS, FL 32701.

The sweepstakes ("Sweepstakes") begin at 12:00 a.m. on Saturday, July 1, 2023 and end at 11:59 p.m. on Monday, July 31, 2023.

The sponsor of this Sweepstakes is Florida Dairy Farmers ("FDF"). FDF will be entitled to interpret these Official Rules, including but not limited to rules regarding entries, deadlines, winner selection, prize restrictions and eligibility, in its sole and absolute discretion. By entering, entrants agree to these Official Rules.

ELIGIBILITY: The geographic area of this promotion is the state of Florida. This sweepstakes is open only to U.S. citizens or permanent legal residents (green card), who reside in Florida and are 21 years or older as of Monday, July 31, 2023. Employees of FDF, partners, affiliates and immediate family members of such employees are not eligible. "Immediate family" includes only spouses, parents, siblings and children. The Sweepstakes is void where prohibited.

HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. There is only one (1) way to enter the Sweepstakes: Entrants must complete an official entry form by visiting <u>floridamilk.com</u>, and providing all requested information, including name, address, email address, and phone number. Only one (1) entry per person will be accepted. Entries will not be accepted through any other method. All entries must be received by 11:59pm on July 31, 2023 to be eligible for the drawing.

Multiple entries received from any one person or email address will be subject to disqualification. Any use of robotic, repetitive, automatic, programmed, script, macro, or any other automated means or similar entry methods or agents (including, but not limited to, sweepstakes-entry services or multiple or different email addresses, identities, registrations or logins) is prohibited and will void all entries submitted by that entrant.

No mechanically reproduced entries or illegible, incomplete, forged or altered entries will be accepted. FDF is not responsible for: (i) late, lost, stolen, damaged, garbled, delayed, postage due, misaddressed, or misdirected entries or email; (ii) technical, hardware or software malfunctions, lost or unavailable network or internet connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender or by any of the equipment or programming associated with or utilized in this Sweepstakes; (iii) the incorrect or inaccurate capture of information whether caused by Website users, tampering, hacking or by any equipment or programming associated with or used in the Sweepstakes; (iv) errors of any kind whether human, mechanical, electronic, network

or otherwise arising out of or relating to the Sweepstakes; (vi) theft, loss, or destruction of, or damage to, an online entry, in whole or in part; (v) electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind or insufficient space in an entrant's e-mail account to receive e-mail messages; (vi) electronic communications that are undeliverable as a result of any form of passive or active filtering of any kind; and (vii) any other factors beyond the reasonable control of FDF. Each entrant assumes all risk of damaged, lost, late, incomplete, invalid, incorrect or misdirected entry. Each entry must be submitted separately. Limit of one (1) entry per person. All entries become the exclusive property of FDF and will not be returned or acknowledged. No group submissions will be accepted. All entries must include a valid email address for the entrant. FDF reserves the right in its sole discretion to disqualify any entry at any time that in its opinion does not comply with these Official Rules.

GRAND PRIZE: One (1) grand prize (the "Grand Prize") will be awarded: the Grand Prize Winner will receive one (1) Ice Cream Maker Gift Basket and a \$50.00 Gift Card to Publix. Approximate retail value: \$150. Grand Prize Winner is responsible for any expenses not specifically listed as part of the Grand Prize to redeem or make use of prize. The Grand Prize is not redeemable for cash and may not be extended, transferred or substituted, except that FDF may substitute a prize of equal or greater value when necessary, as determined in its sole discretion. The Grand Prize is available for Florida residents only.

No more than the stated number of prizes will be awarded. If production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, FDF reserves the right to award only the stated number of prizes by a random drawing from among all legitimate, un-awarded, eligible prize claims.

SELECTION, NOTIFICATION AND VERIFICATION OF GRAND PRIZE WINNER: On August 2, 2023, or within a reasonable time thereafter, FDF or its designee will randomly choose one name from all eligible entries. Subject to verification of eligibility, the first person whose name is so drawn will be declared the Grand Prize Winner (the "Grand Prize Winner"). FDF may, in its sole discretion, post the verified Grand Prize Winner's name on the FloridaMilk.com website and/or any of FDF's websites and or partners. FDF's decisions are final on all matters relating to the Sweepstakes. The Winner will be notified by phone or email.

ACCEPTANCE OF GRAND PRIZE: FDF will contact the Grand Prize Winner by phone or email on the day the Grand Prize Winner is selected. The Grand Prize Winner must claim the grand prize by calling or replying to email within 24 hours of being notified or an alternate winner will be selected.

To be eligible to receive the Grand Prize, the Grand Prize Winner must complete an affidavit of eligibility provided by FDF (an "AOE"), without making changes, which AOE releases FDF, affiliates, and suppliers from any and all liability related to this Sweepstakes or use or acceptance of the Grand Prize, and return the properly completed AOE to FDF in the manner specified by FDF within three (3) business days of the date the Grand Prize Winner received notification that it was the Grand Prize Winner (the "Claim Date"). The Grand Prize Winner must also provide all other proof of eligibility required by FDF prior to the Claim Date, including, but not limited to, a form of valid, government-issued photo identification showing age and residency, or other legal documentation. In the event FDF does not receive a properly executed AOE or other required information by the Claim Date from the first Grand Prize Winner, such Grand Prize Winner will be disqualified as the Grand Prize Winner, and shall forfeit its right to receive the Grand Prize, and a new Grand Prize Winner will be selected by the terms of these Official Rules.

By accepting a prize, the Grand Prize Winner agrees to allow the use of his or her name, voice, photograph, likeness and any information provided on the entry form, in any media now known or hereafter invented and

for any purpose, including advertising, promotional or other purposes by FDF and its affiliates, without further compensation.

If there is a dispute as to the identity or eligibility of a winner based on an email address, the entry will be deemed made by the "Authorized Account Holder" of the email address used for entry. The Authorized Account Holder is the natural person who is assigned to the email address by the relevant Internet access provider, online service provider or other organization responsible for assigning email addresses for the corresponding domain.

LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES: Entrants agree that Florida Dairy Farmers and any other company involved in the development or administration of this Sweepstakes, and their subsidiaries, agents, agencies, affiliates, franchisees, promoters, and prize suppliers, and the officers, directors, employees and related persons of the foregoing (collectively, "Released Parties"): (a) are not responsible for technical failures of any kind, including but not limited to lost, disconnected, interrupted, or unavailable network, server, or other connections, late, lost, undeliverable, damaged or stolen mail, or for any failed telephone or computer hardware or software, or for any failed, delayed, misdirected, corrupted, or garbled transmissions or errors of any kind, whether human, mechanical, or electronic, or for entries that for any reason are not received by FDF by the deadline stated above; (b) are not responsible for any incorrect or inaccurate information, whether caused by entrants, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Promotion or in the printing of this offer, administration of this Promotion, or in the announcement of the prize; (c) are not responsible for any injury or damage to any computer, modem or other electrical device as a result of participation in this Promotion or downloading of any software or materials; (d) are not responsible for unauthorized human intervention in any part of the Promotion; (e) are not responsible for any printing, typographical, technical, computer, network or human error that may occur in the administration of the Promotion, the acceptance of entries, the selection of winner, the prize or otherwise in any Promotion-related materials; (f) are not responsible for any unauthorized third party use of any entry; (g) are not responsible for the inability to select winner because of postal failure, equipment failure, or data storage failure; and (h) are released from any and all alleged, existing, or future actions, claims, and/or liabilities of whatever nature including, but not limited to, personal injury, bodily injury (including, without limitation, wrongful death and disability), property damage, and expense (including, without limitation, reasonable attorneys' fees) and loss or damage of any other kind, arising in whole or in part, directly or indirectly, from participating in the Promotion (in whole or in part), the use (including modification, adaptation, and reproduction) of entry materials during or after the Promotion, and the delivery, acceptance, possession, redemption, use, misuse, loss, or misdirection of any prize or any part thereof.

RELEASED PARTIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RELEASED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES OR WARRANTIES MADE OR OFFERED BY ADVERTISERS, PARTNERS, MANUFACTURERS OR SUPPLIERS, INCLUDING THOSE RELATED TO ANY PRIZE. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR YOUR USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE PROMOTION OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, PRIZE AWARD OR OTHER BENEFITS UNDER THESE OFFICIAL RULES. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES THAT THE PROMOTION OR RELATED WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE PROMOTION. RELEASED PARTIES WILL NOT BE LIABLE, AND ARE NOT RESPONSIBLE, FOR

DAMAGES OF ANY KIND RELATED TO YOUR PARTICIPATION IN, OR INABILITY TO PARTICIPATE IN, THE PROMOTION, WHETHER THE DAMAGES ARE DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL.

BY ENTERING THE SWEEPSTAKES AND/OR ACCEPTING A PRIZE, ENTRANTS AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE FOR, AND WILL BE HELD HARMLESS FOR ANY LIABILITY FOR ANY DAMAGE, INJURY OR LOSS TO PERSON (INCLUDING DEATH) OR PROPERTY RELATED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO THE ACCEPTANCE, POSSESSION, REDEMPTION, USE OR MISUSE OF THE PRIZE OR ANY PART THEREOF, PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY OR TRAVEL, USE BY A RELEASED PARTY OF ANY ENTRY, PARTICIPATION IN THE PROMOTION, OR ANY OTHER CLAIM OR CAUSE OF ACTION YOU MAY HAVE AGAINST A RELEASED PARTY.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART.

TRADEMARKS: Any third-party trademarks mentioned herein are the property of their respective trademark owners. The use or mention of such third-party trademarks in these Official Rules or in the Sweepstakes is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Sweepstakes.

MISCELLANEOUS: Any attempt to damage or undermine the fair and legitimate operation of this Sweepstakes will result in disqualification from the Sweepstakes. Sweepstakes rules shall be governed and enforced pursuant to Florida law, excluding choice of law provisions. Entrants agree to be bound by these rules. FDF is entitled to interpret these rules as needed and their decisions are final. FDF reserves the right to correct typographical, clerical or printing errors in any Sweepstakes materials.

FDF may cancel or terminate this Sweepstakes if, for any reason beyond its control, the Sweepstakes is not capable of being run fairly or securely. Further, FDF reserves the right to cancel, suspend or terminate this Sweepstakes or any part thereof, if FDF determines, in its sole discretion, that the security, administration, fairness and/or operation of the Promotion has been corrupted or impaired by any non-authorized intervention, network failure, information storage failure, telecommunications failure, malfunction, or any other cause beyond FDF's control. In such an event, FDF will post notice of same on its website and select the winner by conducting a random drawing from among all eligible, non-suspect entries received prior to the suspension, cancellation or termination of the Sweepstakes or in such other manner as FDF, in its sole discretion, deems fair and appropriate under the circumstances.

FDF reserves the right to disqualify any individual from further participation in the Sweepstakes if FDF concludes, in its sole discretion, that such person (a) has attempted to tamper with the entry process or other operation of the Sweepstakes, (b) has disregarded or has attempted to circumvent these Official Rules, or (c) has acted toward any Released Party or any other entrant in an unfair, inequitable, deliberately annoying, threatening, disrupting or harassing manner. For purposes hereof, "tampering" includes attempting to enter more than the number of times permitted herein, including through the use of any prohibited device or method. Any failure by FDF to enforce any of these Official Rules will not constitute a waiver of such Official Rules.

All activity arising out of and relating to the Sweepstakes, including any reference to an entrant's status as a "winner" or "Grand Prize Winner" is subject to verification and/or auditing for compliance with the Official Rules and you agree to cooperate with FDF concerning such verification and/or auditing. If FDF determines, in its sole discretion, that verification or auditing activity evidences non-compliance of an entry and/or

entrant with the Official Rules, FDF reserves the right to disqualify such entry and/or entrant from the Sweepstakes and any prize at any time.

DISPUTES: By entering the Promotion, entrants agree that (a) any and all disputes, claims, and causes of action arising out of or connected with the Promotion, or prize awarded, will be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards will be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. Some jurisdictions do not allow for limitations on the ability to pursue class action remedies, or certain kinds of damages, and so these limitations may not apply to a particular entrant.

If there is any discrepancy or inconsistency between any terms or conditions of these Official Rules and any disclosures or other statements contained in any other Promotion-related materials, including but not limited to the Promotion entry forms, or the point of sale, television, print, mobile or online advertising, the terms and conditions of these Official Rules will prevail, govern and control.

WINNER LIST/OFFICIAL RULES: For the name of the Grand Prize Winner, send a self-addressed stamped envelope after August 30, 2023 to "Cheez-It Bowl Sweepstakes, 1003 Orienta Ave., Altamonte Springs, FL 32701."

ABBREVIATED RULES:

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