

## **Florid Dairy Farmers OUC Orlando Half Marathon Sweepstakes – No Purchase Necessary**

Sweepstakes runs from 12:00 a.m. on Wednesday, July 28, 2020 to 11:59 p.m. on Saturday, August 28, 2020. The geographic area of this promotion is the state of Florida. Entrants must be 21 years of age or older and reside in the state of Florida. Only one entry per person will be accepted. Other eligibility limitations apply. See restrictions below. The sponsor of this sweepstakes is Florida Dairy Farmers ("FDF"). Void where prohibited.

FDF will be entitled to interpret these Official Rules – including but not limited to rules regarding entries, deadlines, winner selection, prize restrictions and eligibility – and all of its decisions are final. By entering, entrants agree to these Official Rules.

**ELIGIBILITY:** 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 Wednesday, July 28, 2020. Employees of FDF, partners, affiliates and immediate family members of such employees are not eligible. "Immediate family" includes only spouses, parents, siblings and children.

**HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.** There is two ways to enter: By visiting [floridamilk.com](http://floridamilk.com), entrants follow the steps to enter the sweepstakes by filling in all requested information which includes name, address, email address and phone number. Only one entry per person will be accepted. Entries will not be accepted through any other method.

Proof of sending is not proof of receipt by FDF. FDF will not accept screen shots as proof of entry. Limit one entry per person and per email address. Additional entries received from any such person or email address thereafter 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 group submissions will be accepted.

Email entries must include a valid email address for the entrant. FDF is not responsible for electronic communications that are undeliverable as a result of any form of passive or active filtering of any kind. 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.

Entrants who fail to provide any required information may be disqualified without further notification by FDF. FDF is not responsible for entries that are lost, misdirected, garbled, distorted, truncated, incomplete, illegible, incorrect or late for any reason, and all such entries are void. 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. Entries become the property of FDF and will not be returned or acknowledged.

**SELECTION, NOTIFICATION AND VERIFICATION OF WINNER**

On August 28, 2020, 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. FDF may, in its sole discretion, post the verified winner's name on the FloridaMilk.com website and/or any of FDF's websites and or partners.

**WINNER:** Will be selected at random from all eligible entries received by 11:59 p.m. on Saturday, August 31, 2020. Winner must claim prize by calling or replying to email within three (3) business days of being notified or an alternate winner will be selected. The winner must complete the affidavit of eligibility, without making changes and return the properly completed affidavit for receipt by FDF within three business days of the date the winner received prize notification. Failure of FDF to receive a properly executed affidavit within three days of winner notification will result in disqualification and forfeiture of prize. Alternate winner is subject to all requirements and limitations in these Official Rules. By accepting a prize, a 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.

**PRIZE:** One (5) individual grand prizes will be awarded. Winners will be selected and notified within two (2) days following the official drawing. Grand prize winner will receive one entry to the OUC Orlando Half Marathon - Saturday, December 5, 2020 at Lake Eola, Orlando, FL. Approximate retail value: \$125/person. **PRIZE RESTRICTIONS:** Winner is responsible for any expenses not specifically listed as part of the prize to redeem or make use of prize. Prize is not redeemable for cash and may not be extended, transferred or substituted, except that sponsors may substitute a prize of equal or greater value when necessary, as determined in their sole discretion. Prize is available for Florida residents only.

**TO CLAIM PRIZE:** Winner must provide proof of eligibility in the form of valid, government-issued photo identification showing age and residency. The winner may also fax/email a copy of a valid driver's license. The winner may be required to sign legal documents or provide additional proof of eligibility. The winner must complete an affidavit of eligibility, which releases sponsors, affiliates and suppliers from any and all liability related to this sweepstakes or use or acceptance of the prize.

#### LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES

Entrants agree that Florida Dairy Farmers and any other company involved in the development or administration of this Promotion, 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 PROMOTION AND/OR ACCEPTING A PRIZE, YOU AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE FOR, AND WILL BE HELD HARMLESS BY YOU AGAINST, 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 Promotion is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Promotion.

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. Void where prohibited. Sponsors are entitled to interpret these rules as needed and their decisions are final. Sponsors reserve the right to correct typographical, clerical or printing errors in any sweepstakes materials. Sponsors may cancel or terminate this sweepstakes promotion if, for any reason beyond their control, the promotion is not capable of being run fairly or securely.

WINNER LIST/OFFICIAL RULES: For the name of the winner(s), send a self-addressed stamped envelope after September 7, 2020 to OUC Orlando Half Marathon Sweepstakes, 1003 Orienta Ave., Altamonte Springs, FL 32701.

FDF reserves the right to cancel, suspend or terminate this Promotion 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 at the Promotion Page 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 Promotion 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 Promotion if FDF concludes, in its sole discretion, that such person (a) has attempted to tamper with the entry process or other operation of the Promotion, (b) has disregarded or has attempted to circumvent these Official Rules, or (c) has acted toward any Promotion Party or any other entrant in an unfair, inequitable, deliberately annoying, threatening, disrupting or harassing manner. 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 Promotion, including any reference to an entrant's status as a "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 Promotion and any prize at any time.

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.

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 you.

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.

#### ABBREVIATED RULES:

NO PURCHASE NECESSARY. Sweepstakes runs from 07/28/2020 at 12:00 a.m. ET to 08/28/2020 at 11:59 p.m. ET. Open only to legal residents of Florida, 21+ as of entry date. Void where prohibited & outside listed counties. Excludes sponsors employees & their immediate family members. To enter, complete entry form at [floridamilk.com](http://floridamilk.com). Limit 1 entry per person/email. Grand prize winner will receive one entry to the OUC Orlando Half Marathon - Saturday, December 5, 2020 at Lake Eola, Orlando, FL. Approximate retail value: \$125/person. Odds of winning depend on # of eligible entries. Other restrictions apply. For full rules visit [FloridaMilk.com](http://FloridaMilk.com). Sponsor: Florida Dairy Farmers, 1003 Orienta Ave., Altamonte Springs, FL 32701.