

DAIRY FARMERS OF CANADA

DAIRY FARMERS OF CANADA NB “GIFT CARD GIVEAWAY” CONTEST RULES

THE DAIRY FARMERS OF CANADA “GIFT CARD GIVEAWAY” CONTEST (THE “CONTEST”) IS INTENDED TO BE CONDUCTED IN CANADA ONLY (EXCLUDING QUEBEC) AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY IN THEIR PROVINCE OR TERRITORY OF RESIDENCE OR OLDER AT THE TIME OF ENTRY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (“CONTEST RULES”).

1. ELIGIBILITY:

To be eligible for the Contest, you must:

- (a) be a legal resident of Canada (excluding the province of Quebec),
- (b) be of the age of majority in your Province or your territory of residence or older at the time of entry;

Employees of Dairy Farmers of Canada (“Sponsor”), its affiliates, subsidiaries, related companies, advertising and promotional agencies and the suppliers of the Prizes (as hereinafter defined) or other materials or services in connection with the Contest (collectively “Contest Parties”) and the immediate family (defined as parents, siblings, children and/or spouse) of the Contest Parties and all other persons who reside with the Contest Parties, are not eligible to enter the Contest.

The Sponsor shall have the right at any time, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to Sponsor – including, without limitation, government issued photo identification) to participate in the Contest. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification from the Contest. The sole determinant of the time for the purpose of a valid entry in this Contest will be the Sponsor. All personal and other information requested by and supplied to the Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

2. CONTEST PERIOD:

Contest Draw Entry

The Contest consists of separate Contest entries and draws with dedicated entry periods. The Contest entry periods are as follows:

Contest #1 Entry – Moncton, New Brunswick. Contest Entry Period begins 12:01am on March 11, 2025, and ends on March 15, 2025 at 11:50pm.

3. HOW TO ENTER:

(a) **NO PURCHASE NECESSARY.** To participate in the Contest, you must complete the survey as administered by a dedicated Dairy Farmers of Canada representative and submit your Email address and opt-in for contest entry.

(b) Any Submission that does not follow the required format (as determined by Sponsor in its sole and absolute discretion) will be discarded and will not be eligible for entry in this Contest.

(c) A Submission will be considered to be void (and will not be considered an entry to the Contest) if the Submission: (i) does not include a valid Email address (as determined by Sponsor in its sole and absolute discretion); (ii) is incomplete or illegible; (iii) is not submitted and received during the applicable Contest Period in accordance with these Contest Rules; (iv) is not in accordance with the specific Submission Requirements listed below in Rule 4 (all as determined by Sponsor in its sole and absolute discretion).

(d) There is a limit of one Submission per person permitted during each of the Contest Draws Periods. You can only use one Email address to enter the Contest. If it is discovered that any person has attempted to: (i) submit more than one Submission per person during each Contest Draw Periods (ii) use, or attempt to use multiple Email address to enter the Contest; then, in the sole and absolute discretion of the Sponsor, he/she may be disqualified from the Contest and all of his/her Submissions voided. Use, or attempted use of multiple names, identities, Email addresses, Accounts and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest is prohibited and is grounds for disqualification by the Sponsor. The Sponsor and any of its employees and/or agents (the “Releasees”) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Submissions, all of which are void.

(e) **IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL ANY PERSON BE PERMITTED TO OBTAIN MORE THAN THE MAXIMUM NUMBER OF ENTRIES AS STATED IN THESE CONTEST RULES.**

(f) Shipped Prizes shall not be insured, and the Sponsor shall not assume any liability for lost, damaged or misdirected Prizes

4. SUBMISSION REQUIREMENTS:

By participating in the Contest, you agree to be legally bound by these Contest Rules and by the interpretation of these Contest Rules by the Sponsor, and further warrant and represent that any Submission you submit.

5. PRIZE(S) AND APPROXIMATE RETAIL VALUE(S):

NO PURCHASE NECESSARY. There will be Contest Draw prizes (each, a “Prize”), the “Prizes” available to be won are as listed below:

Contest #1 – one Prize – 1 x \$100 Gift Card – each prize consisting of: one \$100 “Sobeys” gift card having a retail value (“ARV”) of \$100.00 CDN. Total ARV of the prize being awarded is \$100.00 (CDN). The prize has no cash value.

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The Prizes must be accepted as awarded and are not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor’s option. Sponsor reserves the right, in its sole and absolute discretion, to substitute a prize or a component thereof with a prize or prizes of equal or greater value, including, without limitation, but at Sponsor’s sole and absolute discretion, a cash award. Each prize will only be awarded to the person who is verified as contest entrant (see below) of the Email address associated with the selected entry. Odds of winning depend on the number of eligible entries received.

6. WINNER SELECTION:

All eligible Submissions posted during the applicable Contest Period will be reviewed and the winner will be drawn at random as per the draw schedule below:

Contest 1 - Draw – Random draw will take place on March 17, 2025 at approximately 12pm. On March 15, 2025 at approximately 12:30 pm Atlantic Standard Time, an Email will be sent to the contest winner. If a selected entrant does not contact the Sponsor within three (3) business days of the announcement then he/she will be disqualified (and will forfeit all rights to a prize) and the

Sponsor reserves the right, in its sole and absolute discretion, to select an alternate eligible winner on the basis of a random draw (in which case the foregoing provisions of this section shall apply to such new selected entrant).

Before being declared a CONFIRMED PRIZE winner, each selected entrant will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid; and (b) sign and return within two (2) business days of receipt the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Contest Rules; (ii) acknowledges acceptance of the prize as awarded; (iii) assigns all intellectual property, including copyright, in and to his/her Submission and waives his/her moral rights therein in favour of the Sponsor; (iv) agrees to indemnify the Releasees against any and all harm, claims, damages, liabilities, costs, and expenses arising from use of his/her Submission including, without limitation, any claim that his/her Submission infringes a proprietary interest of any third party; (v) releases the Releasees from any and all liability, in connection with the Contest, his/her participation therein and/or the awarding and use/misuse of the prize or any portion thereof; and (vi) 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 whatsoever, including print, broadcast or the internet. If a selected entrant: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; and/or (c) cannot accept his/her prize as awarded for any reason, then he/she will be disqualified (and will forfeit all rights to a prize) and the Sponsor reserves the right, in its sole and absolute discretion, to select an alternate eligible winner (in which case the foregoing provisions of this section shall apply to such new selected entrant).

7. GENERAL CONDITIONS:

By participating in this Contest, you agree to be bound by these Contest Rules:

The Releasees will not be liable for: (i) any failure of any website during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Submission to be received for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website or mobile network; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating or downloading any material in the Contest; and/or (v) any combination of the above. The Releasees are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Releasees assume no responsibility 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. The Releases assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Releasees, such as but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest.

In the event of a dispute regarding who submitted a Submission, Submissions will be deemed to have been submitted by the authorized account holder of the Email address at the time of entry (as determined by Sponsor). An entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized owner of the Email address associated with the selected Submission and, if applicable, that he/she has all necessary consents, permissions and/or licenses as required by these Contest Rules.

The Sponsor reserves the right, to withdraw, amend or suspend this Contest (or to amend these Contest Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Contest Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) is 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 Contest 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.

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, including, without limitation, any decisions regarding the eligibility/disqualification of entrants and/or Submissions. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario 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 Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to terminate the Contest, in whole or in part or to adjust any of the dates and/or timeframes stipulated in these Contest Rules, to the extent necessary, for purposes of verifying compliance by any entrant

or Submission with these Contest 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 Contest Rules, or for any other reason.

By participating in the Contest, you: (i) grant to the Sponsor the right to use your Email address (collectively the “Personal Information”) for the purpose of administering the Contest, including but not limited to, contacting and announcing the prize winners and coordinating the provision of the Prizes; (ii) grant to the Sponsor the right to use your Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledge that the Sponsor may disclose your Personal Information to third-party agents and service providers of the Sponsor in connection with any of the activities listed in (i) and (ii) above. Sponsor will use your Personal Information only for identified purposes and protect the entrant’s Personal Information in a manner that is consistent with Sponsor’s Privacy Policy at: https://dairyfarmersofcanada.ca/sites/default/files/2020-05/Privacy_Statement.pdf.

All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations of the Sponsor is owned or licensed by the Sponsor and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

In the event of any discrepancy or inconsistency between the terms and conditions of these Contest Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: website and/or point of sale, television, print or online advertising; the terms and conditions of these Contest Rules shall prevail, govern and control.

This Contest is in no way sponsored, endorsed or administered by any social media platforms on which the Contest may have been promoted and/or publicized. Any questions, Submissions or complaints regarding the Contest must be directed to the Sponsor.