

**Cass-Clay Creamery Fueling Future Champions Sweepstakes
Official Rules**

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

BY SUBMITTING A PHOTO IN THIS SWEEPSTAKES, THE ENTRANT HEREBY ACKNOWLEDGES AND AGREES THAT THE PHOTO MAY APPEAR ON SPONSOR'S WEBSITE AND SOCIAL MEDIA PAGES.

BY ENTERING THE SWEEPSTAKES EACH ENTRANT AGREES TO THESE OFFICIAL RULES.

- 1. Eligibility:** The Cass-Clay Creamery Fueling Future Champions Sweepstakes (the "Sweepstakes") is open only to legal residents of ND & MN who are 18 years or older Void where prohibited by law. No purchase necessary to enter the Sweepstakes. Employees of Kemps (the "Sponsor"), Arrowhead Promotion & Fulfillment Co., Inc., 1105 SE 8th Street, Grand Rapids, MN 55744 ("Administrator") (collectively with Sponsor, Facebook and Instagram, the "Released Parties"), and any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Sweepstakes and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members of each such employee are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. Sweepstakes Period:** The Sweepstakes starts at 8:00:00 AM Central Time ("CT") on July 16, 2021 and ends at 11:59:59 PM CT on July 23, 2021 ("Sweepstakes Period").
- 3. How to Enter.** To enter the Sweepstakes, eligible entrants can take a photo of your "next Future Champion" being active or participating in their sport/activity of their choosing ("Photo"), and post the Photo to either (i) Instagram by tagging **@cassclaycreamery** using your public profile, or (ii) to Facebook by posting your Photo as a comment in the Sweepstakes post on the Cass-Clay Creamery Facebook page. Photos must comply with your Photo Entry Requirements and Photo Entry Content Restrictions as set forth in Official rules #4 and #5. Alternatively, eligible entrants can enter by mailing a 3X5 index card to Arrowhead Promotion & Fulfillment Co., ATTN: S8365CC, 1105 SE 8th Street, Grand Rapids, MN 55744 that includes the entrant's name, age, address, phone number and email address. All entries must be posted by 11:59:59 PM CT on July 23 2021 to be eligible for the Sweepstakes random drawing. Posts must include the proper tag or entries will be void and not included in the random drawing. Sponsor is not responsible for any technical issue relating to the entry, including any issues with uploading the Photo. Limit one (1) entry per person during the entire Sweepstakes Period.

PLEASE NOTE: If entering via Instagram, entrants must adjust their Instagram account settings to allow for receipt of messages from Sponsor. For this purpose, entrants must set their Instagram account settings to 'Public' until Sweepstakes winners have been selected and verified, and take any further necessary steps to ensure receipt of any communication from Sponsor. It is solely entrant's burden to take any steps necessary to adjust their Instagram account settings so that messages can be sent by Sponsor. An Entrant's non-receipt of a message from Sponsor for any reason, including for failure on behalf of entrant to adjust Instagram account settings, shall be entrant's, and not Sponsor's fault. Similarly, Sponsor shall not be held liable if they are not able to view an entrant's entry for any reason, including the failure on behalf of entrant to adjust their Instagram account settings accordingly. By

entering this Sweepstakes, each entrant agrees that the Sponsor has the right to contact the entrant by direct Message via entrant's Instagram or email accounts provided upon registrations to administer and fulfill this Sweepstakes.

The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram.

4. **Photo Entry Requirements:** Entrants agree to and understand that Photo entries will be made available to the public, including without limitation, posting on the Internet and may appear in Sponsor's advertising and marketing materials. Whether or not Photo entries are published on the Internet, Sponsor does not covenant or guarantee any confidentiality with respect to any Photo entries.
 - a. The Photo entry must not have been submitted previously in any Sweepstakes of any kind or exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of friends and family) through any means previously.
 - b. Each Photo entry must be an original creation of the submitting entrant which is under no restriction, contractual or otherwise, that will prevent Sponsor's use of the Photo entry and each Photo entry must be free of any and all liens, encumbrances and claims of third parties. Entrant acknowledges, agrees and warrants that, nothing in the Photo entry infringes on any copyrights, confidential information, trade secrets or trademarks belonging to any person or entity other than the Photo entrant absent a suitable license, clearance or permission agreement (proof of which is required upon submission), or violates any person's rights of privacy or publicity and that all necessary releases and permissions have been secured. Entrant agrees to indemnify and hold harmless each of the Sweepstakes Entities and their respective parent, subsidiaries, and affiliates and each of their respective officers, directors and employees, from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by entrant of these Official Rules or the warranties and representations made by entrant in this paragraph. Modifying, enhancing or altering a third party's preexisting work does not qualify as entrant's original creation.
 - c. By uploading the Photo entry the entrant agrees, for zero compensation, to grant to Sponsor all intellectual property rights in the Photo entry and each of its constituent parts, which rights include, without limitation, the Sponsor's right to publish, make available to the public and/or reproduce the Photo entry through any media available at any time during, or after, the Sweepstakes Period on any related websites, in any promotional materials, whether related or un-related to the Sweepstakes, and at any other location, whether physical or online, that Sponsor, in its sole discretion, deems appropriate and necessary for the operation and promotion of this Sweepstakes. In addition, entrant warrants that any moral rights in the Photo Entry have been waived and entrant acknowledges and agrees that Sponsor may use any ideas from any Photo entry or other submitted materials, whether or not entrant has been awarded a prize in connection with any such Photo Entry or other materials. Entrant agrees to release, defend, indemnify and hold harmless each of Sweepstakes Entities, and each of their parent, subsidiaries, and affiliates and each of their respective owners, employees, directors, officers, agents, and subcontractors from all claims, demands, and causes of action of any nature whatsoever which entrant or entrant's heirs, representatives, executors, administrators, or any other persons acting on entrant's behalf or on behalf of entrant's estate, have or may have by reason of: (i) Sponsor's exercise of any rights granted by entrant in this paragraph; (ii) claims based on violation of any right of publicity or rights of personality, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Sponsor's use of the Photo entry and any portion thereof, or the likeness of any natural person therein.

- d. Entrants are responsible for securing necessary permissions, talent and location releases, and licenses for any visual material contained in the Photo entries.

Photo Entry Content Restrictions

Photo entries must not contain material that:

- a. Contains or depicts someone smoking or intoxicated;
- b. Violates or infringes another's rights, including without limitation, privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- c. Contains material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- d. Contains any unacceptable clothing or adornments, or displays any commercial/corporate advertising other than that of Sponsor (including but not limited to corporate logos, brand names, trademarks, slogans, political, personal and religious statements);
- e. Contains indecent or unsafe behavior or situations, profanities or obscenities, including but not limited to nudity, or pornography, or is otherwise inappropriate, indecent, profane, obscene, hateful, tortuous, slanderous or libelous;
- f. References persons or organizations without their written permission;
- g. Disparages any persons or organizations;
- h. Includes threats to any person, place, business, or group;
- i. Is unlawful, in violation of or contrary to all applicable federal, state, or local laws and regulations.

Failure of any Photo entry to comply with the above "Photo Entry Requirements" and "Photo Entry Content Restrictions," as determined by Sponsor, in its sole discretion, may result in disqualification of entrant. Without limitation, Sponsor reserves the right in its sole discretion to disqualify any entry that, in their sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Sweepstakes or any other person or entity, does not comply with these Official Rules or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein. All Photo entries shall become the exclusive property of Sponsor and will not be returned. Photo entries must be suitable for presentation in a public forum, in sole determination of Sponsor.

5. **Winner Selection and Notification:** One (1) Grand Prize winner, two (2) Second Prize winners, and three (3) Third Prize winners will be selected in a random drawing to be held by Administrator on or about July 26, 2021. The potential winners will be contacted in the comments section of the Sweepstakes post on Facebook and Instagram on or about July 26, 2021, or if using the 3X5 method of entry, by email. It will be each potential winner's sole responsibility to send a direct message via Facebook or Instagram to Administrator **within 24 hours** of their name being published in the comments as a potential winner, or prize may be forfeited and awarded to an alternate winner at Sponsor's sole discretion. Neither Sponsor nor Administrator shall have any liability for any potential winner's failure to receive or check their Facebook or Instagram page for their name in the comments of the Sweepstakes post in a timely manner. Odds of winning depend on the total number of entries received in the Sweepstakes Period.

If Sponsor requests, the winners must also sign a liability and publicity release, allowing Sponsor to use the winner's Entry and name, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information. Failure to complete these forms may result in forfeiture of the prize. Sponsor will make the final determination of identity of each potential winner in its sole discretion. In the event that a winner is disqualified for any reason, Sponsor may select an alternate winner at random from the remaining participants. Receipt by winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal, state and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER

(AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS A WINNER OF THE SWEEPSTAKES, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

6. Prize and Approximate Retail Values("ARV") – One (1) Grand Prize – Olympian Treehouse Jumbo 5: Description: The Olympian Treehouse Jumbo 5 has it all, including great value! The fort structure has 2 - 6' high decks with over 60 sq. ft. of play space. This play structure also includes a wood roof, balcony, 3 position 9' swing beam, 2 belt swings, trapeze bar, 6' rock wall, 12' rocket Slide, 6' rock wall, monkey bars, monkey bars fireman's pole, and chin-up bars. Treehouse Series play sets include our exclusive limited lifetime warranty on all wood, metal, and hardware components. ARV. \$5,827.80. Two (2) Second Prizes: Ninja Warrior Obstacle Course for Kids - 2 X Ninja Slackline 50' with 10 Accessories for Kids, Swing, Obstacle Net Plus Grip Tape- Have Fun, Become a Ninja Warrior ARV. \$159.99 each. Three (3) Third Prizes - Free Cass-Clay Milk for a Year in the form of 26 free gallon milk coupons. ARV. \$156.00 each. Total ARV of all prizes is \$6,615.78.

Prizes are non-transferrable, and not substitutable. Sponsor may substitute the prize for one of equal or greater value at Sponsor's sole discretion for any reason. Winners may be required to sign a liability and/or publicity release ("Prize Release") prior to issuance of a prize. Prizes consist of only those items as specifically listed as part of the prize. A 1099 form may be submitted to all appropriate taxing authorities. The winners must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules.

7. Claiming the Prize: In order to collect the Prize, each potential winner will be required to verify their mailing address to Sponsor, and may be required to provide a Prize Release and W9 (if applicable) to Sponsor, **within ten (10) days** of being notified they are a winner. Upon address verification, and receipt of the Prize Release and W9 (if applicable), Sponsor or Administrator will mail the Prize to that winner. In the event the potential winner fails to verify their address or any required documents within the timeframe provided by Sponsor, he or she will forfeit his or her right to the Prize. Sponsor is not responsible for lost, late, delayed, damaged, stolen or mutilated mailing of any prize. All unclaimed or returned prizes remain the property of Sponsor.

8. Participation Conditions/Release/Consent to use Likeness: By participating, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Released Parties from and against any and all claims, expenses, and liability, including, but not limited to, negligence and damages of any kind to persons and property, including, but not limited to, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's participation in this Sweepstakes, and acceptance or use or misuse of Prize; (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of prize; and (d) allow Sponsor's use for promotional purposes of his/her likeness, voice and/or address (city/state) without any additional compensation.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, for any reason whatsoever, including, without limitation any objection by the International Olympic Committee or its affiliates, fire, flood, natural or man-made pandemic or epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical

failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the participation process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other Sweepstakes or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Only the type and quantity of prize described in these Official Rules will be awarded. 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 their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. **Limitations of Liability:** The Released Parties as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the participation process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of phone calls; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any Prize.

11. **Privacy Policies and Data Collections:** Information provided by you for this Sweepstakes on the entry form, including is subject to Sponsor's privacy policy: <https://www.dfamilk.com/privacy-policy>. By entering this Sweepstakes, each entrant agrees that the Sponsor and/or Administrator has the right to contact the entrant by phone, direct message, or email accounts provided on the Entry Form to administer and fulfill this Sweepstakes.

12. **Disputes/Governing Law:** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, other than those concerning the administration of the Sweepstakes or the determination of Winners or for any disputes arising from the loss or injury from the participation in a Prize, shall be resolved individually, without resort to any form of class action; (ii) any disputes arising out of these Official Rules (except for any disputes arising from the loss or injury from the use of Prizes) shall be submitted to final, binding arbitration conducted in Minnesota under the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services Inc. before a single, neutral arbitrator who is a former or retired Minnesota state or federal court judge with experience in entertainment matters who shall follow Minnesota law and the Federal Rules of Evidence and have no authority to award punitive damages. Either party may enforce a final arbitration award in any court of competent jurisdiction in Minnesota, including an award of costs, fees and expenses incurred in enforcing the award. Notwithstanding the foregoing, Released Parties shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of these Official Rules) in the state and federal courts of Minnesota. Any dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of these Official Rules), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Minnesota; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental

and consequential damages and any other damages, other than for actual out- of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules (whether of the State of Minnesota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

13. **Sweepstakes Winners:** For the Sweepstakes Winners' names (available after August 1, 2021), send a hand-printed, self-addressed, stamped envelope to: Winners List, Cass-Clay 2021 Fueling Future Champions Sweepstakes, Arrowhead Promotion & Fulfillment Co., Inc., 1105 SE 8th Street, Grand Rapids, MN 55744.

14. **Official Rules:** For a copy of these Official Rules see the Website during the Sweepstakes Period or send a hand-printed, self-addressed, stamped envelope to: Official Rules – Cass-Clay 2021 Fueling Future Champions Sweepstakes, Arrowhead Promotion & Fulfillment Co., Inc., 1105 SE 8th Street, Grand Rapids, MN 55744.

15. **Sponsor:** Cass-Clay Creamery 200 20th St. N, Fargo, ND 58102.
Administrator: Arrowhead Promotion & Fulfillment Co., Inc., 1105 SE 8th Street, Grand Rapids, MN 55744.

ABBREVIATED RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. The Cass-Clay Creamery Fueling Future Champions Sweepstakes is open to legal residents of MN & ND who are 18 and older. Begins at 8:00:00 AM CT on 7/16/2021 and ends at 11:59:59 PM CT on 7/23/2021. Subject to official rules on the Cass-Clay Creamery Facebook or Instagram Page. Void where prohibited, restricted, or taxed by law. Sponsor: Cass-Clay, 200 20th St. N., Fargo, ND 58102.