

The Alberta Milk “The Healthiest You, Yet!” Contest

Official Contest Rules

The Alberta Milk “The Healthiest You, Yet!” Contest (the “**Contest**”) is in no way sponsored, endorsed or administered by, or associated with Instagram or Facebook, Inc. You understand that you are providing your information to the Sponsor and not to Instagram or Facebook, Inc. The information you provide will only be used for the administration of this Contest and in accordance with the Sponsor’s Privacy Policy (see below). Instagram and Facebook is completely released of all liability by each Entrant (defined below) in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not Instagram or Facebook. An individual who enters this Contest (an “Entrant”) must only use one (1) Facebook account (the “**Account**”) to participate in this Contest.

1. THE CONTEST AND ELIGIBILITY: The Contest is being conducted by Alberta Milk (the “**Sponsor**”). The Contest begins once the Post (defined below) has been posted on the Sponsor’s Facebook Page (defined below), which will take place at approximately **12:00:01 AM** Mountain Standard Time (MST) on **January 8, 2020** and closes at **11:59:59 AM MST** on **January 10, 2020** (the “**Contest Period**”). The Contest is open to legal residents of Alberta who are eighteen (18) years of age or older at the time of entry. Employees, representatives and agents (and any such person living in the same household as such persons, whether related or not) of the Sponsor, its affiliates, subsidiaries, parent or related companies, or its advertising or promotional agencies (collectively, the “**Contest Parties**”) are not eligible to participate in this Contest.

2. PRIZE: There is one (1) prize available to be won during the Contest Period as described in the following table (the “**Prize**”):

“Post Date”	“Question”	The Prize and its Approximate Retail Value (“ARV”)
Wednesday January 8, 2020	<p>We are giving away a Fitbit Inspire HR to help give you a start on making 2020 the healthiest you, yet! Did you know drinking milk after exercise promotes greater gains in muscle protein and is awesome for rehydration? Make milk a part of your healthy lifestyle.</p> <p>To enter, like our page and share this post (you will need to make sure the share post is set to public so we can see it). Winner will be randomly drawn January 10.</p>	One (1) Fitbit Inspire HR ARV= \$130.00

By accepting the Prize, the Prize winner agrees to waive all recourse against the Releasees (defined below) if the Prize (or a component thereof) does not prove satisfactory, either in whole or in part. All characteristics and features of the Prize, unless otherwise explicitly described in the table above, are at the Sponsor’s sole discretion. Please allow 2-4 business days after being declared the winner in accordance with these Rules to receive (via email) your Prize. The Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by the Sponsor in its sole and absolute discretion). The Prize cannot be substituted except at the Sponsor’s option. The Sponsor reserves the right, in its sole and absolute discretion, to substitute a Prize or a component thereof with a prize of equal or greater value, including, without limitation, a cash award. The Sponsor may, in its sole discretion, decide not to award the Prize if it is unclaimed by the Prize winner.

3. HOW TO ENTER: NO PURCHASE NECESSARY. On the Post Date at approximately 12:00:01 AM MST, the Sponsor will post the Question (as provided in the table above) on the Sponsor's Facebook Page located at www.Facebook.com/albertamilk (the "Facebook Page"). To enter the Contest, visit the Facebook Page, locate the post that contains the Question (the "Post"), which will also include a hyperlink to these Official Contest Rules (the "Rules"), and write a comment in response to the Question in the Post (the "Comment") in the space provided that complies with the Comment Requirements (provided below), and you will be eligible to receive one (1) entry (an "Entry") into the Draw (defined below), subject to compliance with these Rules (as determined by the Sponsor at its sole discretion). In order to be eligible, your Entry must be received prior to 11:59:59AM MST on January 10, 2020.

An Entrant is limited to one (1) Entry. For greater certainty, an individual must use only one (1) Account to enter the Contest. If it is discovered that an Entrant has attempted to: (i) obtain more than one (1) Entry during the Contest Period; or (ii) use (or attempt to use) multiple names, identities or more than one (1) Account to enter the Contest then the Sponsor, in its sole and absolute discretion, may disqualify the Entrant from the Contest and all of the Entrant's Entries. The use (or attempted use) of multiple names, identities, Accounts 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 Releasees (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries all of which are void.

All Entries and Entrants are subject to verification for compliance with these Rules by the Sponsor. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and eligibility (in a form acceptable to the Sponsor including, without limitation, government issued photo identification) to participate in this Contest and compliance (in a form acceptable to the Sponsor) with these Rules. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification. The sole determinant of the time for the purposes of a valid Entry in this Contest will be the Contest server machine(s). In the event of a dispute, Entries shall be deemed to be submitted by the "Authorized Account Holder" of the Account that submitted the Entry. "Authorized Account Holder" is defined as the person who is assigned to an Account by www.Facebook.com. An Entrant may be required to provide proof that he or she is the Authorized Account Holder of the Account that submitted the Entry. Each Entrant must comply with Facebook's Terms of Service available at www.Facebook.com.

ENTRIES WILL JUDGED AND WILL BE DISQUALIFIED IF THEY DO NOT COMPLY WITH THESE RULES (AS DETERMINED BY THE SPONSOR IN ITS SOLE AND ABSOLUTE DISCRETION), INCLUDING, WITHOUT LIMITATION, THE COMMENT REQUIREMENTS PROVIDED BELOW.

BY SUBMITTING AN ENTRY, THE ENTRANT AGREES THAT THE ENTRY COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE CONTEST PARTIES WILL BEAR NO LEGAL LIABILITY, EXPRESSED OR IMPLIED, REGARDING THE USE OF THE ENTRY BY THE CONTEST PARTIES AND THE CONTEST PARTIES SHALL BE HELD HARMLESS BY THE ENTRANT IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT THE ENTRANT HAS DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THE RULES.

4. COMMENT REQUIREMENTS: In order to be eligible, a Comment must never have been previously exhibited publicly outside of this Contest or chosen as a winner in any other contest. By participating in the Contest, each Entrant agrees to be bound by these Rules and by the interpretation of these Rules by the Sponsor, and further warrants and represents that his or her Comment:

- a. is original and that the Entrant has all necessary rights in and to the Comment to enter the Contest;
- b. does not violate any law, statute, ordinance or regulation;
- c. does not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent or legal guardian, if they are under the age of majority in their jurisdiction of residence;
- d. will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights or interests of any third party, or give rise to any claims for payment whatsoever; and

- e. is not defamatory, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following:
 - i. Nudity;
 - ii. Explicit, graphic or excessive sexual activity;
 - iii. Crude, vulgar or offensive language or symbols;
 - iv. Derogatory characterizations of any ethnic, racial, sexual or religious groups;
 - v. Content that endorses, condones or discusses any illegal, inappropriate or risky activity, behaviour or conduct;
 - vi. Personal information of individuals, including without limitation, names and addresses (mailing address or e-mail);
 - vii. Conduct or other activities in violation of these Rules;
 - viii. Commercial messages, comparisons or solicitations for products or services other than those of Sponsor;
 - ix. Any identifiable third party products or trade-marks, brands or logos, unless the necessary permissions and licenses have been obtained; and
 - x. Any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by any of the Contest Parties in their sole discretion.

By entering the Contest and submitting a Comment, each Entrant: (i) grants to the Sponsor, in perpetuity, a world-wide, non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his or her Comment, in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to his or her Comment in favour of the Sponsor; and (iii) agrees to release and hold harmless the Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the “**Releasees**”) against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action. For greater certainty, the Sponsor and the Contest Parties reserve the right, in their sole discretion, to remove any Comment from the Facebook Page if a complaint is received with respect to the Comment, or for any other reason.

5. DETERMINATION OF WINNER: On January 10, 2020 (the “**Draw Date**”) in Edmonton, Alberta at approximately 1:30:00 PM MST, the Sponsor will perform one (1) random draw (the “**Draw**”) from the eligible Entries submitted in response to the Post. For greater certainty, each eligible Entry will represent one entry into the Draw. The first selected Entrant of the Draw will be deemed the potential winner of the Prize associated with the Draw. The odds of winning the Prize depend on the number of eligible Entries submitted and received in association with the Post.

6. WINNER NOTIFICATION AND CONFIRMATION: The Sponsor or its designated representative will make a minimum of three (3) attempts to contact the potential Prize winner using the information provided at the time of entry within five (5) business days of the Draw Date. The potential Prize winner is solely responsible for monitoring his or her Account for any notification messages. If a potential Prize winner cannot be contacted within five (5) business days of the Draw Date, or if there is a return of any notification as undeliverable, then that potential Prize winner will be disqualified and will forfeit the Prize. The Sponsor reserves the right, in its sole discretion, to randomly select an alternate eligible Entrant from the remaining eligible Entries, in which case the above provisions of this section shall apply to the new potential Prize winner.

Before being declared the Prize winner, the potential Prize winner must: (a) correctly answer a time-limited mathematical skill-testing question without mechanical or other aid; and (b) sign and return within 5 business days of notification by the Sponsor, the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize as awarded; (iii) releases the Contest Parties and the Releasees from any and all liability in connection with this Contest, the potential Prize winner's participation therein, and the awarding, use or misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and other use of the potential Prize winner's name, address, voice, Comment, statements about the Contest and 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 potential Prize winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the Sponsor's declaration and release form properly executed within the specified time; or (c) cannot accept the Prize as awarded for any reason, then he or she will be disqualified and will forfeit the Prize. The Sponsor reserves the right, in its sole discretion, to randomly select an alternate eligible Entrant from the remaining eligible Entries, in which case the foregoing provisions of this section shall apply to the new potential Prize winner.

7. GENERAL: All Entry materials become the property of the Sponsor. The Releasees assume no responsibility for lost, delayed, incomplete, incompatible or misdirected Entries. This Contest is subject to all applicable federal, provincial and municipal laws. The law of the Province of Alberta shall govern this Contest. By entering the Contest, each Entrant agrees to be legally bound by these Rules and by the decisions of the Sponsor with respect to all aspects of this Contest, which are final and binding on all Entrants without right of appeal, including, without limitation, any decisions regarding the eligibility or disqualification of Entries and Entrants.

The Sponsor reserves the right, at its sole discretion, to withdraw, amend or suspend this Contest (or to amend these 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 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, at its sole discretion, reserves the right to cancel, amend or suspend this Contest, or to amend these Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason. The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any Entrant or Entry with these 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 Rules, or for any other reason.

By entering this Contest, each Entrant agrees to release and hold harmless the Releasees from any liability in connection with this Contest or participation in any Contest related activities or, if declared a winner, the use or misuse of the Prize. The Sponsor will not be responsible if, for any reason, a Prize winner is not satisfied with his or her Prize. This Contest will be run in accordance with these Rules, subject to amendment by the Sponsor, at its sole discretion. Under no circumstances, including without limitation, negligence, shall the Releasees be liable for: any injuries, loss or damages of any kind (compensatory, direct, incidental, consequential or otherwise) with respect to, or in any way arising from, this Contest, the Prize awarded, or Entrants or any other persons' computer system(s); lost, destroyed, damaged, misdirected, illegible, incomplete or late Entries, which will be void; or incorrect or inaccurate capture of entry information, technical failure or error, seeding or printing errors, lost, delayed, garbled data, transmissions, omissions, interruption, deletion, defect or failures of any telephone or computer line or network, computer equipment, the Facebook Page, servers, software, traffic congestion on the internet or any website or Facebook platform or any other online communication problems or any combination thereof. Entry materials that have been tampered with, reproduced, falsified or altered are void. This exclusion or limitation of liability will not apply to the extent that any applicable statute prohibits such exclusion or limitation of liability. By completing and submitting an Entry, the Entrant expressly consents to the collection, use and distribution of his or her personal information by the Sponsor (i) for the purpose of running the Contest; and (ii) as permitted by these Rules (for example, pursuant to these Rules, all Entrants consent to the use of their personal information for the purpose of notifying and confirming a potential Prize winner); in accordance with the Sponsor's privacy policy available at <https://albertamilk.com/privacy-policy/>, unless the Entrant otherwise agrees. The terms of this Contest, as set out in these Rules, are not subject to amendment

or counter-offer, except as set out herein.

All intellectual property used by the Sponsor in connection with the promotion and administration of the Contest, including, without limitation, all trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned (or licensed, as the case may be) by the Sponsor or its affiliates. All rights are reserved. Unauthorized copying or use of any such 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 Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Entry Form, Website, Application, and point of sale, television, print or online advertising; the terms and conditions of these Rules shall prevail, govern and control.