#### BRITISH COLUMBIA DAIRY ASSOCIATION AND ALBERTA MILK GOOD GOES A LONG WAY BLUE COW CONTEST OFFICIAL CONTEST RULES

#### 1. CONTEST PERIOD:

British Columbia Dairy Association and Alberta Milk (the "**Sponsors**") Good goes a long way Blue Cow Contest (the "**Contest**") begins on October 10, 2024 at 12:01a.m. Pacific Time ("**PT**") and ends on November 11, 2024 at 12:59 p.m. PT (the "**Contest Period**").

## 2. ELIGIBILITY:

The Contest is open to all residents of British Columbia and Alberta who have reached the age of either (i) 19 years for residents of British Columbia or (ii) 18 years for residents of Alberta, at the time of entry and otherwise comply with these Official Contest Rules (the "**Contest Rules**"). Employees of the Sponsors, its affiliates, partners, subsidiaries, advertising and promotional agencies, prize supplier(s) and the immediate family and household members of those persons are not eligible.

## 3. CONTEST HOSTS:

The Sponsors, along with Ethnicity Matters (the "Agency"), have selected three (3) influencers (each an "Influencer" or the "Influencers") to host the Contest on their respective platform pages, as set out in Section 4, below. The Influencers will disclose their paid partnership with the Sponsors through hashtags and by tagging the Sponsors on each Platform Page or as otherwise necessary to comply with the rules and regulations of each applicable social media platform.

#### 4. HOW TO ENTER:

NO PURCHASE REQUIRED. To enter for a chance to win, the Contest entrants must complete the following steps during the Contest Period:

On October 10, 2024, at approximately 12:00 p.m. PT, and or November 4, 2024 at approximately 12:00 p.m. PT each Influencer will post the entry instructions, by video or in the accompanying post (the "**Instructions**"), on the following social media platforms and at the following social media accounts:

Instagram: @eatingwithkirby @yourdappergoals

@lindork

TikTok: @eatingwithkirby @midhvan @lindorable

(each a "Platform Page").

To enter the Contest, visit one (1) of the Platform Pages, locate the post that contains the Instructions (the "**Post**"), which will also include a hyperlink to these Contest Rules, follow the Instructions, including posting a comment on the Post (the "**Comment**") that complies with the Comment Requirements (as defined below). An individual who enters the Contest will be eligible to receive one (1) entry (an "**Entry**") into the Contest (or more than one (1) Entry if the Instructions indicate multiple Comments are permitted), subject to compliance with these Rules (as determined by the Sponsors at their sole discretion). To be eligible, the Entry must be received prior to the end of the Contest Period.

Anyone who carries out the steps described above and complies with the eligibility requirements will be entered for a chance to win (an "**Entrant**"). All entries become the property of the Sponsors and the Agency. The Sponsors and the Agency are not responsible for and accept no liability for late, lost, misdirected, delayed, or incomplete entries.

Unless the Instructions indicate otherwise, an Entrant may only submit one (1) Comment on a Post and may only enter through one (1) Platform Page of the Influencers across all social media platforms. An Entrant who enters more than the allowable number of entries into the Contest and/or uses multiple names or identities will be disqualified from the Contest.

All Entries must:

- (a) be publicly shared and received during the Contest Period, as determined by the Sponsors' server machines;
- (b) not be deleted or altered during the Contest Period; and
- (c) comply with the respective social media platform's terms of service and technical requirements, available at:
  - (i) Instagram: <u>https://help.instagram.com/581066165581870/</u>
  - (ii) TikTok: <u>https://www.tiktok.com/legal/terms-of-service</u>

All Entries and Entrants are subject to verification for compliance with these Contest Rules by the Sponsors. The Sponsors reserve the right, in their sole and absolute discretion, to require proof of identity and eligibility (in a form acceptable to the Sponsors including, without limitation, government issued photo identification) to participate in this Contest and compliance (in a form acceptable to the Sponsors) with these Contest Rules. Failure to provide such proof to the satisfaction of the Sponsors 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 the social media platform. An entrant may be required to provide proof that they are the Authorized Account Holder of the account that submitted the Entry.

- 5. **COMMENT REQUIREMENTS:** By participating in the Contest, each Entrant agrees to be bound by these Contest Rules and by the interpretation of these Contest Rules by the Sponsors, and further represents and warrants that their 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 or graphic 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 Contest Rules;
  - (viii) commercial messages, comparisons or solicitations for products or services other than those of the Sponsors;
  - (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 Sponsors or the Agency in their sole discretion

#### (collectively, the "Contest Requirements").

By entering the Contest and submitting a Comment, each Entrant: (i) grants to the Sponsors, in perpetuity, a world-wide, non-exclusive license to publish, display, reproduce, modify, edit or otherwise use their 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 their Comment in favour of the Sponsors; and (iii) agrees to release and hold harmless the Sponsors and the Agency and each of their respective agents, employees, directors, successors, and assigns 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 Sponsors, the Agency and the Influencers reserve the right, in their sole discretion, to remove any Comment from the Platform Pages if a complaint is received with respect to the Comment, or for any other reason.

# 6. PRIZES:

There are six (6) prizes available to be won during the Contest Period. Each of the prizes is a CAD\$500 gift card to Real Canadian Superstore with the message to buy local dairy products (a "**Prize**" or "**Prizes**"). Each of the Influencers will have two (2) Prizes to be awarded to selected Entrants. The Prizes will be distributed by the Agency.

LIMIT OF ONE (1) PRIZE PER HOUSEHOLD. Each Prize is non-transferable and must be accepted as awarded with no substitutions in cash or otherwise. The Sponsors and the Agency reserve the right, if any Prize or any component of a Prize cannot be awarded as described for any reason, to substitute another prize or component of a prize of equal or greater value, without liability.

## 7. WINNER SELECTION:

The winners will be selected by the Influencers. Each of the Influencers will randomly select two (2) entries from eligible Entries posted to any one of their respective Platform Pages to be awarded a Prize.

The chances of winning depend on the total number of eligible Entries received.

## WINNER NOTIFICATION:

Before being declared a winner, a selected Entrant will be contacted via their social media account and be asked to provide their name, email address and phone number to the Influencer. Once contact information is provided and the Agency has contacted the selected Entrants by phone or email, the selected Entrant will be required to: (a) correctly answer a mathematical skill-testing question; and (b) sign and return a Declaration, Consent and Release form (the "**Release**") which confirms compliance with these Contest Rules, acknowledges acceptance of the prize as awarded, and releases the Sponsors and the Agency and Influencers and their employees, officers, directors, agents, contractors, representatives, affiliates, subsidiaries, independent judges and advertising/promotion agencies (collectively, the "**Released Parties**") and all of their respective directors, officers, owners, partners, employees, agents, representatives, successors and assigns from any and all liability in connection with this Contest and the Prize.

The Influencers will make at least [•] attempts over [•] days following the draw to contact the selected Entrant to obtain their name, email address and phone number. The Agency will then make at least [•] attempts over [•] days following the draw to contact the selected Entrant. If the selected Entrant cannot be contacted, fails to correctly answer the mathematical skill-testing question, fails to complete and return the Release within [•] business days after being contacted, or cannot accept the Prize for any reason, then at the Sponsors' sole discretion, that selected Entrant will be disqualified and another Entrant may be selected by random draw from remaining eligible Entries. By accepting a Prize, winner(s) consent to the use of their name, photograph or other likenesses for any publicity purpose connected with this Contest without further compensation, within or outside of Canada.

The Sponsors, Agency and Influencers are not responsible for the failure for any reason whatsoever, including their own negligence or due to computer, telephone or technical problems, of a selected Entrant to receive notification or for the Influencer to receive a response from a selected entrant. In the event of a dispute regarding the identity of the entrant of an Entry, the Entry will be deemed submitted by the holder of the associated account.

# 8. CONSENT:

By entering the Contest, all entrants agree and consent and give a royalty-free, irrevocable right and license to the Sponsors and the Agency to use their names and social media user name/handle, in any advertising, promotion and marketing by the Sponsors and Agency, in any medium or form of distribution (electronic or otherwise), whether inside or outside Canada, without compensation, for the purpose of the administration of the Contest. Entrants further agree that their Entry, including their personal information, name and social platform username/handle, photograph (if any) and information in the meta tags of any photograph, may be stored and processed on servers located both inside and outside of Canada as per the Terms of Service or Use agreed to when establishing a personal account with a social media platform. Once submitted, entries cannot be modified, deleted or cancelled by a Contest Entrant.

The Contest is in no way sponsored, endorsed or administered by, or associated with, any social media platforms connected to this Contest. The social media platforms are completely released of all liability by each participant in the Contest. By entering the Contest, you understand that you are providing your information to the Sponsors and the Agency and not to the respective social media platform. Any questions or complaints regarding the Contest should be directed to the Sponsors and Agency and not to the respective social media platform.

# 9. PRIVACY:

The Sponsors and Agency will use any personal information provided with the Contest entry and fulfilment, including the Entrants' name, address, postal code, phone number, and email address for the purpose of administering the Contest and for the Sponsors' and/or Agency's marketing and promotional purposes, as contemplated by these Contest Rules. The Sponsors and Agency collect and use personal information and run this Contest in accordance with the provisions of each of the following Privacy Policies, available at <a href="https://www.bcdairy.ca/privacy-policy/">www.bcdairy.ca/privacy-policy</a> and <a href="https://www.bcdairy.ca/privacy-policy/">https://www.bcdairy.ca/privacy-policy</a>

If you have any questions about how the Sponsors collect, uses or discloses your personal information, please contact the Marketing Department at <u>contactus@bcdairy.ca</u>.

## 10. LIMITATION OF LIABILITY:

By entering this Contest, all Entrants agree to release, discharge and hold harmless the Released Parties from any claims, losses and damages arising out of their participation in this Contest and the acceptance, possession, use, or misuse of the any prize awarded hereunder. None of the Released Parties assume any responsibility whatsoever for delayed, failed, partial or garbled computer or fax transmissions; technical failures of any kind, including, but not limited to lost, interrupted or unavailable network server, Internet Service Provider (ISP), website or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, fax or cable transmissions, lines or technical failures or difficulties; the incorrect or inaccurate capture or failure to capture information whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in this Contest or other information; the failure to capture any such information; errors of any kind whether human, mechanical, electronic, network or otherwise arising out of or relating to this Contest; theft, loss, destruction or damage to entries, in whole or in part; or other factors beyond their reasonable control. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials to or from or use of the web site. Persons who tamper with or abuse any aspect of this Contest, as solely determined by the Sponsors, will be disgualified. CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF APPLICABLE CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW.

# 11. GENERAL CONDITIONS:

By entering the Contest, entrants accept and agree to be bound by these Contest Rules and the decisions of the Sponsors and the Agency, which shall be final and legally binding. The Sponsor reserves the immediate right to disqualify any entrant which it deems, in its sole discretion, (a) is not in compliance with these Contest Rules, (b) tampers with the entry process, the Contest, or any website; or (c) is acting in an uncooperative, unsportsmanlike, disruptive, abusive, or threatening manner. No correspondence will be entered into by the Sponsors or the Agency with respect to the Contest except with the selected Entrant(s). The Sponsors reserve the right to terminate or amend this Contest at any time without prior notice. The Contest is subject to the laws of the Province of British Columbia and the laws of the Province of Alberta and all applicable federal and municipal laws. The sole jurisdiction to resolve any disputes concerning this Contest is the Province of British Columbia.