

Official Rules for the "**FRIGO® FRESH FAMILY FAVORITES™ CONTEST**"

**NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**BY PARTICIPATING IN THIS CONTEST YOU DECLARE THAT YOU HAVE READ THE OFFICIAL RULES BELOW AND THAT YOU FULLY AGREE TO ALL OF THESE TERMS AND CONDITIONS.**

**DATES OF PROMOTION:** The Saputo Cheese USA Inc. "FRIGO® FRESH FAMILY FAVORITES™ CONTEST (the "Contest") starts at 12:00:01 AM Eastern Time ("ET") on **June 1, 2019** and ends at 11:59:59 PM ET on **August 31, 2019** (the "Entry Period").

**ELIGIBILITY:** Contest is open to all legal US residents physically residing in the 50 United States and District of Columbia who are 18 years of age or older, as of the date of entry, and have reached the age of majority in the state of residence. Employees and their immediate family members (parents, children, siblings or spouse, regardless of where they live and persons living in same household, whether related or not) of Saputo Cheese USA Inc. (the "**Sponsor**"), Southern Made Services, LLC ("**Administrator**"), their subsidiaries and affiliated companies and any other entities directly associated with this Contest are not eligible to participate, enter or win. Void in Puerto Rico, U.S. territories, U.S. military installations in foreign countries, and where prohibited or restricted by law. Winning a prize is contingent upon compliance with these Official Rules and fulfilling all requirements set forth below.

Entries from anyone who has been a prize winner in any contest or sweepstakes sponsored by the Sponsor in the twelve (12) months prior to the Contest start date are not eligible to participate.

**HOW TO ENTER:**

Website

1. Log on to [www.FrigoFamilyFavorites.com](http://www.FrigoFamilyFavorites.com) ("**Website**") during the Entry Period and provide your complete first name, last name (no initials), address, city, state, ZIP, daytime phone number (including area code), e-mail address and date of birth in the spaces provided ("**Entry Form**").
2. Upload a photo that shows your family enjoying a favorite cheese inspired dish (the "**Photo**"). Limit of one Photo per entry, but you may enter up to one Photo per email address per day.

Once all required fields are completely filled out and your Photo has been uploaded, click the "Submit" button. A thank-you message will be displayed to confirm that your entry was successfully submitted.

Instagram

You must have an Instagram account. If you do not have an Instagram account you may create one for free at Instagram.com or download the Instagram app. During the Entry Period, post a Photo that shows your family enjoying a favorite cheese inspired dish. Post your Photo to your Instagram account with the hashtags #FreshFamilyFavorites and #Contest (the "**Hashtags**") and Tag and Follow @FrigoCheese during the Entry Period. Once you post your Photo to your Instagram account using the Hashtags in addition to Tag and Follow @FrigoCheese, you receive one (1) entry into the Contest. Your entry must include the Hashtags and the Tag and Follow in order to be eligible. Your Instagram account must be set to permit public viewing of your photos in order for Sponsor to receive your entry. By using the Hashtag, Tag and Follow in connection with your Instagram post, you are acknowledging and agreeing that Sponsor has the right to stream your post through the Instagram API or otherwise use

your post as set forth in Sponsor's online Privacy Policy located at <http://frigocheese.com/en/privacy-policy>.

**LIMIT ON ENTRIES:** Each entry made through our Website or through Instagram that fully complies with these Official Rules will be considered to be an entry in the Contest ("**Entry**"). Please respect the following limit or your Entry may be disqualified: one (1) Entry per person per e-mail and/or Instagram Account per day during the Entry Period. Each "day" starts at 12:00:01 AM ET and ends at 11:59:59 PM ET on each calendar day during the Entry Period. If more than one (1) Entry is received from the same person, e-mail address or Instagram Account during a day, only the first Entry received will be considered valid.

**MOBILE DEVICES:** If you participate via a smart phone or other mobile device, message and data rates may apply. Not all cellular service providers offer the service necessary to participate in this Contest through a mobile device. Please check with your provider for specific capabilities, charges and pricing.

**PRIZES:** One (1) grand prize winner ("**Grand Prize Winner**") will receive a \$2000.00 Visa® Gift Card and free cheese in the form of fifty-two (52) coupons each good for one available free Frigo® cheese product. There is one (1) Grand Prize available in this Contest. The approximate retail value ("**ARV**") of each coupon is \$6.00. The total ARV of the Grand Prize is **\$2,312.00**.

Ten (10) runner-up winners ("**Runner-Up Winners**") will each receive a runner-up prize ("**Runner-Up Prize**"). Runner-Up Prize consists of one (1) \$100.00 Visa® Gift Card and five (5) coupons each good for one available free Frigo® cheese product. The ARV of each Runner-Up Prize is **\$130.00**. Limit of one (1) Runner-Up Prize per person.

The total ARV of all prizes available in this Contest is **\$3,612.00**.

**Grand Prize winner is not eligible to win any Runner Up Prizes.**

Visa® Gift Cards are subject to card terms and conditions. Free cheese coupons are subject to the following limitations and restrictions. Each coupon valid at participating retail locations and redeemable for any one available Frigo® product valued up to USD \$6.00 each. Coupons expire on 9/30/2020. Terms and conditions of coupon apply.

All prizes are subject to availability and other restrictions. Prizes are non-transferable and no cash redemption or substitution allowed, except at Sponsor's sole and absolute discretion. Sponsor reserves the right at any time to substitute a prize or a component thereof for any reason with a prize or a prize component of equal or greater value, including, without limitation, at the Sponsor's sole discretion, a cash award. All expenses not specifically mentioned as part of a prize are solely the responsibility of the winner.

#### **WINNER DETERMINATION**

Judging: A panel of qualified judges determined by Sponsor in its sole discretion will select from among all valid Entries the one (1) best overall Photo and the next ten (10) best runner-up Photo submissions. Winners will be selected based on an application of the following criteria:

Execution of Theme (e.g. Showing your family favorite dish) (25%)  
Originality (25%)

Creativity (25%); and  
Photo Quality (25%).

In the event of any tie, the entrant whose Photo received the higher score in the Creativity category, as determined by the qualified judges in their sole discretion, will be selected from among the tied entrants as the potential prize winner.

**NOTIFICATION:** Sponsor will attempt to notify the potential prize winner by either Instagram Direct Message, e-mail, phone and/or mail using the information provided on the Entry Form within ten (10) days of the drawing. If a potential prize winner cannot be reached within three (3) days of initial attempt and/or fails to respond to any notification attempt within three (3) days, or if any attempted notification or prize delivery is returned as undeliverable, the prize will be forfeited. Sponsor will select an alternate potential prize winner at random from all eligible Entries received during the Entry Period.

**TO CLAIM PRIZE:** Except where prohibited, Grand Prize Winner will be required to complete and return to Sponsor, within seven (7) days of being notified, documentation as reasonably requested by Sponsor (“**Winner Documents**”), including for example a Prize Acceptance, Affidavit of Eligibility, Release of Liability, photocopy of driver’s license or government I.D., IRS Form W-9, and, if legally permissible, a Publicity Release, in order to claim the Grand Prize. If potential Grand Prize Winner fails to return Winner Documents as requested, within seven (7) days after being sent to potential Grand Prize Winner, potential Grand Prize Winner forfeits all rights to the Grand Prize and an alternative Grand Prize Winner will be selected.

Sponsor will attempt to notify the potential winners as set forth above, but Sponsor is not responsible for any undelivered emails, including without limitation e-mails that are not received because of a winner’s privacy or spam filter settings which may divert any Contest e-mail, including any winner notification e-mail, to a spam or junk folder. Each prize will only be awarded to a verified winner. Runner-Up Prizes will be mailed to Runner-Up Winners at the address provided during registration within 6-8 weeks after winner verification. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded.

In no event will more than the stated number of prizes be awarded. If for any reason, more prize notices are sent, or more prizes are claimed, than are intended to be awarded, Sponsor reserves the right to award the actual number of prizes through a random drawing from among all verified and validated prize claims received.

THE GRAND PRIZE WINNER WILL BE ISSUED A FORM 1099 FOR TAX PURPOSES IN THE AMOUNT OF THE APPROXIMATE RETAIL VALUE OF THE GRAND PRIZE AND MUST SUBMIT HIS OR HER SOCIAL SECURITY NUMBER OR TAXPAYER ID NUMBER, AS REQUIRED BY LAW. ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF THE PRIZE ARE SOLELY THE RESPONSIBILITY OF EACH WINNER.

**GENERAL RULES OF PARTICIPATION:** No purchase necessary to enter Contest or win a prize. This Contest is subject to all applicable federal, state, local and municipal laws. By participating, you agree to be bound by these Official Rules and the decisions of the Sponsor, and waive any right to claim ambiguity in these Official Rules. Sponsor is not responsible for lost, late, misdirected, undeliverable or incomplete Entries.

Sponsor reserves the right to disqualify any entrant that Sponsor determines, in its sole discretion, violates these Official Rules. Sponsor reserves the right, in its sole discretion, to cancel, terminate,

suspend and/or modify the Contest, or any part of it, at any time, without notice. If for any reason this Contest is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest, or any part of it, and award the prize from valid Entries received up to the termination or suspension date.

In the event of a dispute regarding the identity of an individual who actually submitted an online Entry, the Entry will be deemed submitted by the Authorized Account Holder of the e-mail account provided in the Entry Form. "**Authorized Account Holder**" is defined as the natural person who is assigned to an e-mail account by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Potential winner may be required to show proof of being the Authorized Account Holder.

**CAUTION: ANY ATTEMPT BY AN ENTRANT TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

**INTERNET LIMITATIONS OF LIABILITY:** Sponsor is not responsible for: failures or malfunctions of phones, tablets, computers or other hardware or devices (each a "**Device**"); phone lines, cellular systems or telephone or data transmission systems; interrupted or unavailable networks, server or other connections; any error, omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet; or any technical problem, including but not limited to any injury or damage to any person's Device related to or resulting from Contest participation.

**NO LIABILITY; RELEASE AND INDEMNIFICATION:** By entering, entrants and winners agree to release, discharge, indemnify and hold harmless the Sponsor and Administrator, and their respective subsidiaries and affiliated companies, contractors, distributors, sales representatives, vendors, advertising and promotion agencies, prize providers and any other entities directly associated with this Contest, and each of their respective officers, directors, employees, representatives and agents (collectively, the "**Released Parties**") from and against any claims made by entrants, or by any third parties, related in any way to the operation of this Contest, as well as any other claims, damages, charges, fines or liability due to any injuries, damages or losses to any person (including death) or property of any kind, or any claims of violation of rights of publicity or privacy, defamation or portrayal in a false light, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a prize or participation in this Contest or in any Contest-related activity. The Released Parties shall have no liability for any problems or errors of any kind whether computer, network, mechanical, human, electronic, typographical, printing or otherwise relating to or in connection with the Contest.

**DISPUTES:** THIS CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN COOK COUNTY, ILLINOIS. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS

AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR RELEASED PARTIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE CONTEST PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

**SUBMISSIONS:** The Photo you submit with your Entry must comply in all respects with the following or your Entry will be disqualified:

- The Photo must be your own original work;
- The Photo must not contain material that violates or infringes another's rights, including but not limited to, privacy rights, rights of publicity, copyright or other intellectual property rights;
- The Photo must not disparage sponsor or any other person or party affiliated with the Contest;
- The Photo must not contain any names, likenesses, photographs or other indicia identifying any person under the age of eighteen (18) other than your own children;
- The Photo should not reveal any personal information about another individual, including another person's address, phone number, e-mail address, credit card number or any information that may be used to track, contact or impersonate that individual;
- Entrant must have permission from all individuals that appear in the Photo (if any) to use their name and likeness in the Photo and to grant the rights set forth in these Official Rules;
- The Photo must not feature brand names, trademarks or service marks other than those owned by Sponsor, which entrant has a limited license to use to incorporate in the Photo for this Contest;
- The Photo must not communicate messages or images inconsistent with the positive images and goodwill to which Sponsor wishes to associate;
- The Photo must not contain material that is indecent, obscene, hateful, tortious, defamatory or libelous;
- The Photo must not contain material that promotes (i) violence, (ii) bigotry, racism, hatred or harm against any group or individual; or (iii) discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Photo must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Photo is created.

By submitting a Photo, you represent and warrant that it: (a) is your original work; (b) has not been previously published; (c) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (d) that you have obtained permission from any person whose name or likeness is used in the Photo; and (e) that the publication or other use of the Photo in any form or media will not infringe on the rights of any third party. If requested, entrant must provide permissions from others that appear in the Photo in a form acceptable to Sponsor. Entries generated by script, macro or other automated means are void.

**RIGHTS TO PHOTOS:** By submitting an Entry, you hereby irrevocably license the Photo to Sponsor in perpetuity for all uses, including without limitation advertising and promotional purposes, in any media now known or hereafter created.

**INSTAGRAM:** This Contest is in no way sponsored, endorsed or administered by or associated with Instagram. The participants understand that they are providing information to the Sponsor and not to Instagram. Instagram is completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not Instagram.

**PUBLICITY RELEASE:** Each prize winner consents to the use of his/her name, likeness, biographical information, and voice for promotional purposes and in advertising worldwide without approval rights or additional compensation, except where prohibited by law (TN residents will not be required to sign a publicity release as a condition of winning a prize).

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, please send a self-addressed, stamped business size envelope by October 1, 2019 to: Frigo Fresh Family Favorites Contest Rules Request, Saputo Cheese USA Inc., PO Box 280267, Nashville, TN 37228.

**WINNERS LIST REQUEST:** To request the name of the prize winners, please send a self-addressed, stamped business size envelope by November 1, 2019 to: Frigo Fresh Family Favorites Contest Winner, Saputo Cheese USA Inc., PO Box 280267, Nashville, TN 37228.

**SPONSOR:** Contest is sponsored by Saputo Cheese USA Inc., One Overlook Point, Suite 300, Lincolnshire Corporate Center, Lincolnshire, IL 60069. Sponsor is solely responsible for all aspects of this Contest.

**PRIVACY NOTICE:** Personal information collected during the Contest may be used or disclosed by Sponsor and its affiliates and Administrator as stated in these Official Rules, for purposes of Contest administration, winner identification and qualification, winner notification and prize award, and otherwise as described in our Privacy Policy at [www.saputo.com/en/Privacy-Policy](http://www.saputo.com/en/Privacy-Policy).

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