

Every Woman's Marathon Sweepstakes

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: The Every Woman's Marathon Sweepstakes (the "Sweepstakes") includes forty-two (42) independent Sweepstakes drawings (each a "Drawing"), each associated with one of the "Participating Dairy Brands" listed in Section 4. The Sweepstakes is open only to legal residents of the fifty (50) United States, the District of Columbia, and Puerto Rico who are at least eighteen (18) years old at the time of entry. Employees of National Fluid Milk Processor Board ("MilkPEP"), Participating Dairy Brands, Merkle Inc., social media influencers who have entered a formal agreement with Sponsor to promote the Sweepstakes, and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator'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. Sponsor: MilkPEP, 1250 H St. NW, Suite 950 Washington, D.C. 20005. **Administrator:** Merkle Inc. (previously known as HelloWorld, Inc), 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Sweepstakes begins on April 4, 2024 at 12:00 a.m. Eastern Time ("ET") and ends on April 30, 2024 at 11:59 p.m. ET (the "Promotion Period"). Instagram's servers are the official time-keeping devices for the Sweepstakes.

4. How to Enter: There are two (2) ways to enter the Sweepstakes:

(a) Post an Instagram Story:

Participation Requirements: To participate, you will need to have a personal Instagram account. Creating Instagram account is free but subject to the applicable terms and conditions (<http://instagram.com/about/legal/terms/#>). **Entering via Instagram requires a mobile device and use of your wireless carrier's network. Standard data charges from your wireless carrier may apply.**

Entry Requirements: During the Promotion Period, take the following actions to receive an entry:

- (a) Follow @everywomansmarathon on Instagram;
- (b) Post a photo or video as an Instagram Story that describes your running mantra or your reason for running; and
- (c) Include @everywomansmarathon and the hashtag associated with the Participating Dairy Brand Drawing you wish to enter as text overlays to your Story. *NOTE: the hashtag must be in contrasting color and in large enough font to be readable.* A list of Participating Dairy Brands and their corresponding hashtags is located the table below:

Participating Dairy Brand	Hashtag
Borden Dairy	#BordenDairySweepstakes
Ronnybrook	#RonnybrookSweepstakes
Prairie Farms	#PrairieFarmsSweepstakes
Hiland Dairy	#HilandDairySweepstakes
Turner Dairy	#TurnerDairySweepstakes
Maola	#MaolaSweepstakes
Lactalis/Parmalat	#SorteoParmalat
Hollandia	#HollandiaSweepstakes
Stewart's Shops	#StewartsShopsSweepstakes

Crystal Creamery	#CrystalCreamerySweepstakes
Milk For Life	#MilkForLifeSweepstakes
Lucerne	#LucerneSweepstakes
Organic Valley	#OrganicValleySweepstakes
Shamrock Farms	#ShamrockFarmsSweepstakes
Rockin Protein	#RockinProteinSweepstakes
Producers Dairy	#ProducersDairySweepstakes
Model Dairy	#ModelDairySweepstakes
Berkeley Farms	#BerkeleyFarmsSweepstakes
Umpqua	#UmpquaSweepstakes
Alta Dena	#AltaDenaSweepstakes
Meadow Gold	#MeadowGoldSweepstakes
Oak Farms	#OakFarmsSweepstakes
T.G. Lee	#TGLeeSweepstakes
Mayfield	#MayfieldSweepstakes
TruMoo	#TruMooSweepstakes
Kemps	#KempsSweepstakes
Country Fresh	#CountryFreshSweepstakes
Garelick Farms	#GarelickFarmsSweepstakes
Tuscan Dairy	#TuscanDairySweepstakes
Oakhurst	#OakhurstSweepstakes
Lehigh	#LehighSweepstakes
PET	#PETSweepstakes
Price's	#PricesSweepstakes
Purity	#PuritySweepstakes
Reiter	#ReiterSweepstakes
Swiss Premium	#SwissPremiumSweepstakes
Cass-Clay	#CassClaySweepstakes
Dean's	#DeansSweepstakes
Gandy's	#GandysSweepstakes
Hygeia	#HygeiaSweepstakes
Jilbert	#JilbertSweepstakes
Creamland	#CreamlandSweepstakes

(d) Your Story need not include any reference, positive or negative, to Sponsor's products or services, and ***including such a reference will not improve your chance of winning***. However, your Story must not violate any of the Content Restrictions listed below; and

(e) You must not change your Instagram handle once you post to enter this Sweepstakes and until the prizes are awarded (as described in Section 6).

Content Restrictions for your Entry:

- Your Story must be your original work;
- Your Story must not convey any claims of Sponsor's products or services that would be deemed unsubstantiated or deceptive if made by Sponsor;
- Your Story must not disparage Sponsor or any other parties;
- You must have permission to include the names or likenesses of other individuals and to grant the rights set forth in Section 5. You should only include minors in your Story if they are your children/wards. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor;
- Your Story must not contain material that violates or infringes another's rights and therefore may not include logos, trademarks, or any other intellectual property other than those of the Sponsor;
- Your Story must not make references to or include: alcohol, illegal drugs, marijuana, tobacco, or firearms/weapons, any activities that are or appear to be dangerous, or any political agenda;
- Your Story may not be indecent, obscene, sexually explicit, hateful, promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on

- race, gender, religion, nationality, disability, sexual orientation, or age; and
- Your Story may not be tortious, defamatory, libelous, disparage Sponsor or any other person or party, or contain material that is unlawful in any way.

By posting content that conforms to all the above requirements, you will receive one (1) Sweepstakes entry into the applicable Participating Dairy Brand Drawing. Sponsor, in its sole discretion, may disqualify any post that it finds unlawful, or in violation of these Official Rules.

(b) Enter by Mail: To enter without posting an Instagram Story, print your name, address, phone number, email address, and date of birth on a piece of paper and mail it in an envelope with proper postage to "Every Woman's Marathon Sweepstakes," c/o Merkle Inc., P.O. Box 5012, Department 862292, Kalamazoo, MI 49003-5012, U.S.A. ***You must list the name of the Participating Dairy Brand associated with the Drawing you wish to enter on the outside of the envelope for your entry to be counted.*** You will receive one (1) entry into the applicable Sweepstakes Drawing. Limit: One (1) entry per envelope. All mail-in entries must be postmarked by April 30, 2024 and received by May 7, 2024. All entries become the exclusive property of Sponsor, and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Entry Limit: You may receive one (1) entry during the Promotion Period. Multiple entrants are not permitted to share the same email address or Instagram account. Any attempt by any entrant to obtain more than one (1) entry by using multiple/different email addresses, Instagram accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and may result in disqualification. In the event of a dispute as to the identity of an entrant, Sponsor and Administrator will rely on the information associated with entrant's social account used to enter the Sweepstakes. If additional information provided by entrant to claim the prize is inconsistent with the social account used to enter, Sponsor and/or Administrator may disqualify such entrant and such disqualification may result in the forfeiture of any prizes won. Sponsor, in its discretion, may request additional documentation from entrant to confirm entrant's identity. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant's identity.

5. Sponsor's Use of Social Post Content: Posting a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

6. Prize Drawings: Administrator is an independent organization whose decisions as to the selection of the potential winners are final and binding. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period for each applicable Participating Dairy Brand Drawing, on or around May 14, 2024. First, each potential winner will be notified by @everywomansmarathon on Instagram and will be directed to a secure online claim form and asked to provide their name, email address, mailing address, and date of birth to confirm eligibility and for prize fulfillment purposes within two (2) days of the date notice or attempted notice is sent into order to claim the prize. Next, each potential Grand Prize winner (or parent/legal guardian if winner is a minor in their state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver, where not prohibited a Publicity Release ("Declaration") and an IRS Form W-9, both must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. The initial Instagram notification from @everywomansmarathon will be written in the language used to enter (English or Spanish). All other potential winner notifications, including but not limited to the Declaration and IRS Form W-9, will be offered in English only, and potential winners are responsible for any required translation. If a potential winner of any prize cannot be contacted, fails to sign and return the

Declaration or provide any other requested information within the required time period, or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason or forfeits the prize, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

7. Prizes, Approximate Retail Value (“ARV”), and Odds of Winning:

- A. Prizes: FORTY-TWO (42) GRAND PRIZES:** A trip for winner to Savannah, Georgia on November 14-17, 2024 to run the Every Woman’s Marathon. Trip package includes round trip, coach-class air transportation for winner from a major airport near winner’s home (determined by Sponsor in its sole discretion) to Savannah, Georgia; three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); \$900 to assist with tax liability resulting from prize acceptance; and a prize pack of assorted Team Milk merchandise. Winners must travel on the dates determined by Sponsor in its sole discretion or prize will be forfeited. Winners are obligated to work with Sponsor’s travel agent immediately upon winner confirmation. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes and those set forth by the Sponsor’s airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Winner must have proper identification and a valid credit card for hotel check-in and to cover incidental expenditures. Travel restrictions, conditions and limitations may apply. **By traveling and attending event, winner voluntarily assume all risks related to exposure to COVID-19.** Winner is responsible for complying with any COVID-19 requirements set forth by airline, rental car vendor, hotels, excursion and event venues or other vendors offering services that are part of the trip prize. Failure to comply with any required COVID-19 requirements, may result in forfeiture of the prize or elements of the prize. Forfeiture of any aspect of the trip due to failure to meet these requirements will not impact the value of the trip as reported on an IRS Form 1099. If in the judgment of Sponsor air travel is not required due to winner’s proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor’s sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if any portion of the prize is delayed, postponed, or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor’s sole discretion. ARV: \$3,580.00.
- B. Total ARV:** The total ARV of all available prizes in the Sweepstakes is \$150,360.00.
- C. Odds of Winning:** The odds of winning a prize depend on the total number of eligible entries received during the Promotion Period.

For All Prizes: Prizes are non-transferable, and no substitution will be made except as provided herein at the Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Winners of a prize equal to or greater than \$600 will receive an IRS Form 1099 MISC reporting the actual value of the prize received. ARVs are determined as of the time these Official Rules were published and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. Where applicable, prize style, size, and all other details will be determined by Sponsor in its sole discretion. All other costs and expenses associated with acceptance of the prize that are not expressly set forth herein shall be solely the winner’s responsibility. Prizes are provided “as is” without

warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Prizes will be fulfilled approximately 8-10 weeks after conclusion of the Sweepstakes. Limit of one (1) prize per household.

8. Release: By entering this Sweepstakes, entrants agree to release and hold harmless Sponsor, Administrator, Participating Dairy Brands, Instagram, Inc., Meta Platforms, Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, third party claims involving the right to privacy, right of publicity, or intellectual property infringement, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

9 Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, prize information, likeness, Submission, photograph (including, without limitation, winner's Instagram profile photo), voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability: The Released Parties 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, social media platforms, or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; (6) lost, late, unreceived, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions or failure to receive Submissions due to limitation of third-party social network platforms or (7) 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. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, not received, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan or the appropriate Michigan State Court located in Oakland County,

Michigan; (2) 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 (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. 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 Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

13. Severability: If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

14. Entrant's Personal Information: Information collected from entrants is subject Sponsor's Privacy Policy <https://milkpep.org/privacy-policy/>.

15. Winner List: For a winner list, please click [HERE](#). The winner list will be posted after winner confirmation is complete.

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