

# “June Dairy Month Surprise and Delight” SWEEPSTAKES OFFICIAL RULES (“Official Rules”)

1. **NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT ENHANCE CHANCES OF WINNING.** Open and offered **ONLY** to legal residents of the following counties in Northern California and who are eighteen (18) years of age and older:

Alameda	Madera	San Mateo
Alpine	Marin	Santa Clara
Amador	Mariposa	Santa Cruz
Butte	Mendocino	Shasta
Calaveras	Merced	Sierra
Colusa	Modoc	Siskiyou
Contra Costa	Mono	Solano
Del Norte	Monterey	Sonoma
El Dorado	Napa	Stanislaus
Fresno	Nevada	Sutter
Glenn	Placer	Tehama
Humboldt	Plumas	Trinity
Inyo	Sacramento	Tulare
Kings	San Benito	Tuolumne
Lake	San Francisco	Yolo
Lassen	San Joaquin	Yuba

Employees and directors of Frozen and Refrigerated Food Council of Northern California (“Sponsor”), any third party administrator, and each of their respective parent entities, subsidiaries and affiliated companies, advertising, promotion, or production agencies (and their respective IRS dependents, immediate family members [children, spouse, parents, siblings and their respective spouses, regardless of where they reside] and individuals residing in their same household, whether or not related) are not eligible to participate. Void where prohibited. By participating, entrants agree to these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to this Sweepstakes

2. **HOW TO ENTER:** Frozen and Refrigerated Food Council of Northern California will conduct a “Surprise & Delight” Sweepstakes during June Dairy Month. This Sweepstakes will begin [at](#) 10 a.m. PT on June 1, 2021, and end 11:59 p.m. PT on June 30, 2021. To enter the online Surprise & Delight Sweepstakes, entrants will be required to complete a task (comment on a post, share with friends, like or follow the Frozen and Refrigerated Foods Council of Northern California’s Facebook or Instagram profile, etc.) or selected randomly from any post comment during the month of June. The Sweepstakes will take place on Facebook or Instagram. If there is a requested task, and the task is completed, entrants are eligible to be selected randomly as a winner. Submission must NOT contain subject matter which is, or could be considered, in the sole discretion of the Sponsor obscene, pornographic, violent (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), defamatory, libelous, discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g., illegal gambling, underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, hateful, degrading, harassing, or otherwise unlawful, tortious or objectionable. Submission must NOT contain any derogatory references to the Sponsor or other sweepstakes entity. Sponsor reserves the right to disqualify or withdraw any entry that is alleged to infringe on any third-party’s intellectual property, publicity or privacy rights, or that Sponsor deems, in its sole discretion, to be obscene, offensive or otherwise inappropriate for viewing by a general audience. Entrants acknowledge and agree that Sponsor shall have the right to edit, adapt, modify, reproduce, publish, promote, broadcast, or otherwise display or use entrant’s social interactions on Sponsor’s Facebook and Instagram posts. in any way it sees fit without limitation, permission, notification, or compensation to Entrants, including but not limited to, the Frozen and Refrigerated Food Council of Northern California’s social channels and brand website.

**PLEASE NOTE:** If entering, entrants must adjust their account settings to allow for receipt of messages from Sponsor. For this purpose, entrants will have to set their account settings to ‘Public’ 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 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 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 or email accounts provided upon registrations to administer and fulfill this Sweepstakes. **This Sweepstakes is not sponsored, endorsed, administered by, or associated with Facebook or Instagram. By entering, you are providing the information to Sponsor, and not to Facebook or Instagram.**

**3. HOW A WINNER IS DETERMINED:**

Potential winners will be randomly chosen from among all eligible Entries received (pursuant to Official Rule (1) above) throughout the Sweepstakes Period by Sponsor, whose decisions are final and binding in all matters relating to this Sweepstakes. Potential winners will be selected and verified to ensure they have met all promotion guidelines. Potential winners will receive a winner notification by Administrator or Sponsor via Direct Message, and Potential winner will be required to respond to Sponsor's initial Direct Message within 24 hours to provide their email address. The Administrator or Sponsor will then provide the Potential Winner via email an Affidavit of Eligibility and Publicity/Liability Release. The Potential Winner must sign and return the Affidavit of Eligibility and Publicity/Liability Release within 3 days or forfeit his/her prize. Upon verification, each verified winner will receive his/her prize via mail or email. Allow 6 to 8 weeks for delivery. If any prize notification or attempted notification is returned as undeliverable, the prize will be forfeited and may be awarded to an alternate winner. By accepting a prize, each winner acknowledges they are in compliance with these Official Rules. Odds of winning depend on the number of eligible entries received throughout the Sweepstakes Period.

- 4. PRIZE & APPROXIMATE RETAIL VALUE ("ERV"):** There are a total of ten (10) grocery gift cards to be won during the Sweepstakes Period. Total Estimated Retail Value ("ERV") of each prize is \$50. Each winner will have the choice of one (1) \$50 value grocery gift card from one (1) of the following retailers:

Table 1

Safeway, Inc.
Raley's
Lucky/Lucky California
Food Maxx

Save Mart
Food Source
Nugget Markets

Odds of winning will typically be dependent upon the number of eligible entries received. The winner is responsible for all income taxes due as a result of his or her accepting a prize. No transfer, assignment, substitution, or cash equivalent for a prize is permitted, except at Sponsor's sole discretion due to prize unavailability or for any other reason, and then only for a prize of approximately equal or greater value. Any depiction of prize is for illustrative purpose only. The winners are solely responsible for any applicable local, state or federal taxes, and any other taxes, fees and costs connected with the prizes, and all federal, state and local laws and regulations apply. Prizes consist of only those items specifically listed as part of the prize as detailed above. All prizes are non-transferable and non-assignable. No cash redemption or prize substitution allowed by the winners.

- 5. CONDITIONS OF PARTICIPATION/PRIVACY POLICY:** Participants agree (a) that Sponsor, Administrator, FACEBOOK, INSTAGRAM, SAFEWAY INC., RALEY'S, SAVE MART, LUCKY/LUCKY CALIFORNIA, FOOD MAXX, FOOD SOURCE AND NUGGET MARKETS, INC. and their respective parent entities, subsidiaries and affiliated companies, advertising and promotion agencies, any companies who are promotional participants or prize providers, and all of their respective officers, directors, shareholders, employees, representatives and agents (collectively, "Released Parties"), will have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind to persons, including death, or to property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Sweepstakes or any Sweepstakes related activity, or for any printing, production, technical, typographical, human or other error in the printing, offering or announcement of any prize; and (b) except where legally prohibited, participants by accepting a prize grant permission for Sponsor and those acting under its authority to use his/her name, and photograph, for advertising, trade and/or publicity purposes without additional compensation in all media now known or hereafter discovered, worldwide and on the Internet and/or World Wide Web, in perpetuity, without notice, review or approval. By participating in this Sweepstakes, you acknowledge and agree that Sponsor may collect the personal information submitted by you,

and use the information pursuant to Sponsor's privacy policy available at <https://frozenandrefrigeratedfoods.com/>

6. **LIMITATIONS ON LIABILITY:** Released Parties are not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, postage due, unintelligible, non-delivered, misdirected or stolen entries or mail; or for incomplete, inaccurate, lost, interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer on-line systems, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or for unauthorized access to, or alteration of entries; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors of any kind, whether human, technical, mechanical, electronic or network, including, without limitation, any errors which may occur in connection with the administration of the Sweepstakes or in any Sweepstakes-related materials; or for the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. Persons who tamper with or abuse any aspect of the Sweepstakes or Web Site, as solely determined by the Sponsor, will be disqualified (and all associated entries will be void), and Sponsor reserves the right to terminate such entrant's eligibility to participate in this or any other promotion offered by Sponsor. Entries generated by robotic, programmed, script, macro or other automated means or by any means which subvert the entry process will be disqualified. Released Parties are not responsible for injury or damage to participants' or to any other person's computer or wireless device related to or resulting from participating or attempting to participate in this Sweepstakes or downloading materials from the Web site. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend or terminate the Sweepstakes, and select potential winners for the corresponding drawing from all non-suspect, eligible entries received for such drawing(s) prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Without limiting the release provided above, and for greater certainty, Released Parties will not be liable for (a) any incomplete or inaccurate information, whether caused by wireless device

users or by any equipment or programming associated with or utilized in the Sweepstakes, or by any technical or human error which may occur in the processing of entries; (b) the theft, destruction or unauthorized access to, or alteration of, entries; (c) any problems with or technical malfunctions of telephone networks or lines, computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (d) any failure of any message to be received by or from Sponsor for any reason including but not limited to traffic congestion on the Internet or wireless waves or at any web site (including but not limited to Page) or combination thereof; or (e) damage to a participant's or other person's system or equipment occasioned by participation or attempted participation in this Sweepstakes. In the event of a dispute regarding entries received from multiple users having the same email account, the authorized subscriber of the email account at the time of entry will be deemed to be the entrant and must comply with these rules. Authorized account subscriber is the natural person who is assigned the email address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning email addresses.

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE PAGE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE PAGE, OR ANY OTHER WEB SITE ASSOCIATED WITH THIS SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE PAGE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

- 7. DISPUTES:** Entrant and the Sponsor waive all rights to trial in any action or proceeding instituted in connection with these Official Rules or the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules, or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated

in any arbitration with any claim or controversy of any other party. 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 California in the United States, without giving effect to any choice of law or conflict of laws rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

8. **OFFICIAL RULES/ WINNER'S LIST:** These Official Rules may be obtained by visiting <https://frozenandrefrigeratedfoods.com/promotions/> during the Sweepstakes Period. The names of the winners (available after 07/30/2021) and/or a copy of these Official Rules may be obtained by mailing a self-addressed, stamped #10 return envelope to: Donovan, FRFC NorCal June Dairy Month Surprise and Delight Winners/Rules (please specify which), 180 West Airport Rd, Lititz PA 17543.
9. **SPONSOR:** The Sponsor of this Sweepstakes is: Frozen and Refrigerated Food Council of Northern California, P.O. Box 376, Roseville, CA 95678. The Administrator of this Sweepstakes is: Donovan Marketing and Advertising, 180 West Airport Rd, Lititz, PA 17543.

**FACEBOOK, INSTAGRAM, SAFEWAY INC., RALEY'S, SAVE MART, LUCKY/LUCKY CALIFORNIA, FOOD MAXX, FOOD SOURCE AND NUGGET MARKETS, INC. ARE NOT SPONSORS OR PROMOTERS OF THIS SWEEPSTAKES.**