



## Rethink Your Milk from a2 Milk® Contest Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW OR REGULATION. PARTICIPANTS MUST BE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES (INCLUDING DC).

**ELIGIBILITY:** The Rethink Your Milk campaign from a2 Milk® (the “Contest”) is open to natural persons who are legal residents of the fifty (50) United States and the District of Columbia, and who are 18 years of age or older or the legal age of majority in their jurisdiction of residence at the time of entry, whichever is older (“Participant”). The Contest is void in Puerto Rico and other U.S. Commonwealths, territories and jurisdictions (including overseas military installations) and where otherwise prohibited by law.

Employees, directors, agents, or independent contractors of The a2 Milk Company (“Sponsor”), its subsidiaries, affiliates, promotion and advertising agencies (collectively, the “Promotion Entities”), and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, are not eligible to enter or win. Void where prohibited by law. Contest is subject to all applicable federal, state and local laws. This Contest is in no way sponsored, endorsed or administered by any third party.

Participants may submit a single entry in the Contest. Any attempt by Participant to submit more than the stated number of permitted entries by using multiple/different identities, email addresses and/or any other method will void that Participant's entry and that Participant may be disqualified from participating in the Contest. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the person in whose name the email or social media account is connected to the entry (“Authorized Account Holder”). The Authorized Account Holder is the natural person who is assigned to the email address or social media handle by



The a2 Milk Company

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an internet access provider, on-line service provider, or other organization that is responsible for assigning email addresses or social media handles, or the domain associated with the submitted email address. No mechanically or programmatically reproduced entries are permitted. Sponsor will not verify receipt of entries for Participants. All entries submitted become the sole property of Sponsor and will not be returned. Sponsor is not responsible for lost, late, misdirected, illegible, or damaged entries.

Winning the prize requires that the Participant is, and remains, in compliance with these Official Rules and any other additional posted rules. Until a Participant is verified to be eligible and in compliance with these Official Rules and any other additional rules, the Participant is, and will remain, a potential winner, unless the potential winner is disqualified for not complying with the Official Rules, any additional rules, and/or not being eligible to participate in the Contest. Sponsor reserves the right to disqualify any potential winner who Sponsor, in its sole and absolute discretion, determines is not permitted by law to receive a prize. Sponsor is not required to conduct any advertising or public relations associated with a winner.

**CONTEST PERIOD:** The Contest starts on January 11, 2021 at 8:00 AM Mountain Standard Time (“MST”) and ends on February 28, 2021 at 11:59 AM MST (“Contest Period”).

**HOW TO ENTER:** For a chance to win the contest’s grand prize, sign up through the Rethink Your Milk entry form from a2 Milk® on the Sponsor’s website between January 11<sup>th</sup> and February 28<sup>th</sup>. Alternatively, you may enter to win the contest’s grand prize by sending your name, email, and zip code to [socialusa@a2milk.com](mailto:socialusa@a2milk.com) along with the message “Rethink Your Milk Contest Entry.” Limit one (1) entry per person throughout the contest period.

Any attempted form of entry other than as described herein is void. Sponsor will determine, in its sole discretion, what constitutes a valid entry. Sponsor reserves the right to cancel or modify the Contest if fraud or technical failures impact the integrity of the Contest as determined by the Sponsor, in its sole discretion, and to award the prizes based on eligible entries received prior to the cancellation. Tampering with the entry process or the operation of the Contest is prohibited, and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor’s satisfaction, the affected entry will be deemed ineligible.



**WINNER SELECTION:** (1) Grand Prize winner will be selected randomly from eligible entries by March 1, 2021. The odds of winning any Contest depend on the number of eligible entries received for that Contest, and the odds are the same for all Participants.

**MULTIPLE CONTESTS:** Sponsor may run multiple contests, sweepstakes or other promotions simultaneously. Participation in one promotion does not constitute participation in any other unless explicitly stated otherwise.

**WINNER NOTIFICATION:** Judges' and Sponsor's decisions are final and binding on all matters relating to this Contest. Potential winner will be notified by direct message via email, on or about March 2, 2021. Potential winner selected must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements and requests of Sponsor during the verification process. Potential winner selected must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements and requests of Sponsor during the verification process. Potential winner will be notified and will be asked to respond and complete the Claim Documents (defined below) within five (5) business days. Notification will include instructions on how to contact Sponsor to provide name, address or other information that may be necessary to complete validation of eligibility, and any necessary Prize Claim Documents (defined below). No liability is assumed for any winner notification that is lost, intercepted, or not received by a potential winner for any reason. Return of notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Sponsor to contact a potential winner within a reasonable time period or noncompliance with these Official Rules by a potential winner will result in disqualification and, at Sponsor's sole discretion, another potential winner may be notified.

**PRIZES:** One Grand Prize (1): One Grand Prize winner will be selected from our list of Rethink Your Milk from a2 Milk® participants and will receive a year supply of a2 Milk, a Peloton bike, and one year membership to Peloton. Approximate Retail Value ("ARV") of the Grand Prize: \$2,133 USD. No substitution or transfer of prizes or cash redemptions permitted, except at the sole discretion of the Sponsor. Prize winner assumes sole responsibility for all costs associated with any component of the Prize not explicitly outlined, including without limitation, all federal, state and local taxes incurred as a result of being awarded the Prize. Sponsor reserves the right to make equivalent substitutions as necessary. Winners of prizes valued at \$600 or more (whether one prize or a total value of all prize won in a calendar year) will be issued an IRS Form 1099 for the value of the prize.



**SPONSOR:** The a2 Milk Company is the sole sponsor of the Contest. The Contest is in no way sponsored, endorsed, or administered by Peloton. The use of “Peloton” is for prize description only.

**LICENSE/USE OF ENTRIES:** By submitting an entry, and to the extent allowed by law, you grant the Promotion Entities a perpetual, worldwide, royalty-free, non-exclusive, sub-licensable, unconditional and transferable license to edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, adapt, exhibit and/or otherwise use or reuse your entry, name, photo, post, caption, and biographical material including, but not limited to, all materials submitted in connection with the Contest in any and all media, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to entrant or any third party. When you enter the sweepstakes, the contact information you provide, including your email address, will be shared with third party partner brands to communicate with you about their prizes and to use for their own marketing purposes. The information you provide will be used in accordance with the a2 Milk® privacy policy which may be viewed at <https://www.a2milk.com/privacy-policy/>. Each entrant and Prize winner (i) waives all moral rights in and to the entry in favor of Sponsor and (ii) agrees to release and hold harmless the Promotion Entities and Instagram and Facebook from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action that relate in any way to the entry. Sponsor reserves the right, in its/their sole and absolute discretion and at any time, to modify, edit or remove any entry, if a complaint is received with respect to it, or for any other reason. If such an action is necessary, then the Sponsor reserves the right, in its sole and absolute discretion, to remove the entry from the Contest.

**PRIZE CLAIM DOCUMENTS:** The Claim Documents may include, but are not limited to: a Declaration or Affidavit of Eligibility (as solely determined by Sponsor), Release of Liability, a Publicity Release, a Federal IRS form W-9 for tax filing purposes (for the year a prize is received), and such other documents as may be determined by Sponsor (collectively “Claim Documents”). All Claim Documents must be returned as provided in the directions to the potential winner prior to being declared a winner or receiving any prize. Prizes that require shipping to the winner will ship approximately four to six weeks from date of verification. If verification of any information provided results in forfeiture, no prize will be awarded to that individual. Upon prize forfeiture, no compensation will be given.



RELEASE. By entering the Contest or receipt of any prize, Participants and any declared winner for himself/herself and his/her heirs, successors, assigns, agents and representatives release and shall hold harmless Facebook, Instagram, Sponsor, the prize manufacturer, and any other third-party providers and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, each respective parent companies, and each such parent company's respective officers, directors, employees and agents from and against any damages or loss resulting from any claim or cause of action based upon any injury of any kind, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

LIMITATION OF LIABILITY: The Sponsor and Promotion Entities are not responsible for, and entrant hereby releases Sponsor and Promotion Entities from any claims arising from: (i) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iii) unauthorized human intervention in any part of the entry process or the Contest; (iv) electronic or human error which may occur in the administration of the Contest or the processing of entries; (v) any injury or damage to persons or property, including but not limited to entrant's computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest and (vi) use of any prize.

GENERAL PROVISIONS: Sponsor is not responsible for any typographical or other error in the printing of this offer, administration of the Contest, or in the announcement of prizes. In the event Sponsor is prevented from continuing with this Contest, or the integrity and/or feasibility of the Contest is undermined by any event including, but not limited to: fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, pandemic, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right, in its sole discretion and for any reason or no reason, to abbreviate, modify, suspend, cancel, or terminate the Contest. In such event, Sponsor, in its sole and absolute discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all the prizes offered in the Contest. Persons who tamper with or abuse any aspect of this Contest, or act in violation of the Official Rules, will be disqualified. Any attempt by any person to deliberately undermine the legitimate operation of the Contest 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. Sponsor reserves the right to modify these Official Rules in any way or at any time. Sponsor reserves the right, in its sole and absolute discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike, fraudulent, deceptive, or disruptive manner. Sponsor's computer is the official timekeeping device for the Contest. Each Participant shall only participate in the Contest on his or her own behalf and cannot participate or enter on behalf of any other person or entity.

Sponsor reserves the right to block entry to any individual for any or all Contests conducted by Sponsor, whether current or in the future, if such individual is determined to be found in violation of these rules.

**DISCLAIMER OF CERTAIN WARRANTIES:** Sponsor makes no warranty that the website interface for submission of your post or email entry and any content, features, or functionality offered thereon will meet any requirement or will be uninterrupted, timely, secure, or error-free; or that there will be no errors in the website interface for submission of your post or email entry or any content, feature, or functionality offered thereon. Sponsor shall not be responsible for any damage caused to your computer, mobile device, or data, or for any bugs, viruses, Trojan horses, or other destructive code resulting from use of its website interface, entry form, or other interfaces or any content related thereto.

**PERSONAL DATA:** To validly enter and to claim a prize, Participants are required to provide Sponsor with certain information that can reasonably be used to identify them, such as their name, residential address, email address, and/or other contact information ("Personal Data"). Any information Participant provides to Sponsor may be used to communicate with Participant in relation to this Contest or on a Contest winner(s) list. Participant acknowledges that his/her Personal Data and his/her image or likeness may be used and shared by Sponsor with third parties in connection with the Contest (including but not limited to prize fulfillment) and as allowed by Sponsor's Privacy Policy (subject to the terms and conditions of Sponsor's Privacy Policy). Participant has read, understands, and consents to Sponsor's Privacy Policy, which is incorporated herein by reference. Participant further expressly releases, discharges, and shall hold harmless the Participating Parties and all persons acting under their permission or authority, from any and all claims and liabilities he/she may have relating to Sponsor's use of his/her Personal Data, image or likeness in connection with the Contest and/or in accordance with Sponsor's Privacy Policy or these Official Rules and any additional rules on the Contest Page, including, without limitation, claims



under defamation, right of publicity and invasion of privacy. Participant grants a license to Sponsor to make us of Participant's name, voice, signature, photograph, image, likeness, distinctive appearance, gesture or mannerisms in connection with the Contest and promotion of the Contest, along with announcing the prize winner.

**SEVERABILITY:** If any part of these Official Rules or any additional rules on the Contest page is deemed to be invalid, unenforceable or illegal, then the balance shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable or illegal provision were not contained herein.

**DISPUTES:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court of the state of Colorado; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) unless otherwise prohibited, 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 Contest shall be governed by, and construed in accordance with, the laws of the state of Colorado, without giving effect to any choice of law or conflict of law rules (whether of the state of Colorado or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Colorado.

**CONTEST WINNER:** For the name of the contest winner, available after March 1, 2021, send a self-addressed stamped envelope by March 1, 2022 to:

The a2 Milk Company™

PO Box 20651

Boulder, CO 80308



