

## OFFICIAL RULES

### THE FRIGO® CHEESE HEADS® “SNACK OF SUMMER FUN” SWEEPSTAKES

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

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

**6/1/19 – 8/30/19:** The Saputo Cheese USA Inc. **THE FRIGO® CHEESE HEADS® “SNACK OF SUMMER FUN” SWEEPSTAKES** (the “Sweepstakes”) starts at 12:00:01 AM Eastern Time (“ET”) on June 1, 2019 and ends at 11:59:59 PM ET on August 30, 2019 (the “Entry Period”). The Sweepstakes consists of Seven (7) individual Drawing Periods (the “Drawing Periods”).

**ELIGIBILITY:** Sweepstakes 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 (the “Administrator”), their subsidiaries and affiliated companies and any other entities directly associated with this Sweepstakes 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.

**HOW TO ENTER:** Log on to [www.fchsummerfun.com](http://www.fchsummerfun.com) during the Entry Period and provide your complete first name, last name (no initials), e-mail address, phone number (including area code), date of birth and select a response to “How did you hear about this promotion” in the spaces provided (“Entry Form”). Once all required fields are completely filled out, you must complete a CAPTCHA (to verify you aren’t a robot) and then submit your Entry Form by clicking the “submit” button. A thank-you message will be displayed to confirm that your Entry Form was successfully recorded. Each entrant who fully completes the Entry Form will receive one (1) entry into the Sweepstakes (“Entry”). You must complete the entire Entry Form in order to successfully enter into the Sweepstakes. No correspondence regarding Entries will be acknowledged or answered. You will have the option to share the sweepstakes via social media (Facebook, Twitter and Instagram) and e-mail. There are no additional entries awarded for sharing.

Any valid Entry earned during any Drawing Period will be carried forward through future Drawing Periods.

**FACEBOOK:** This Sweepstakes is in no way sponsored, endorsed or administered by or associated with Facebook. The participants understand that they are providing information to the Sponsor and not to Facebook. Facebook is completely released of all liability by each entrant in this Sweepstakes. Any

questions, comments or complaints regarding the Sweepstakes must be directed to the Sponsor and not Facebook.

**INSTAGRAM:** This Sweepstakes 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 Sweepstakes. Any questions, comments or complaints regarding the Sweepstakes must be directed to the Sponsor and not Instagram.

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

**LIMIT ON ENTRIES:** Please respect the following limit or your Entry may be disqualified: one (1) Entry per person per e-mail address per day during each Entry Period. Each “day” starts at 12:00:01 AM ET and ends at 11:59:59 PM ET on each calendar day during each Entry Period. If more than one (1) Entry is received from the same person, e-mail address or mailing address 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 Sweepstakes through a mobile device. Please check with your provider for specific capabilities, charges and pricing plans.

**PRIZES:** There will be a total of Eight (8) Grand Prizes awarded within Seven (7) Drawing Periods according to the schedule below. Each Grand Prize Winner (“**Winner**”) will receive one (1) Little Tikes® Tree House Swing Set and one (1) Little Tikes® Easy Store™ Picnic Table with Umbrella (“**Grand Prize**”). Grand Prizes will be delivered to each winner in a non-assembled form and winner assumes all responsibility for assembly and installation. Prizes will be delivered only within the 50 United States and District of Columbia.

The approximate retail value (“**ARV**”) of each Grand Prize is \$594.98. The total ARV of all prizes available in this Sweepstakes is \$4,759.84.

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.

**DRAWING:** Grand Prize winners will be determined through random computer generation methodology from all eligible entries in each Drawing Period on the Drawing Dates listed below. One winner will be

chosen for each entry period other than the final entry period whereby two winners will be chosen on the final drawing which will take place on August 31, 2019. Each Grand Prize winner may only win one prize. Odds of winning depend on the number of eligible entries received during the Entry Period. Many will enter, only few will win.

| <b>Drawing Period</b> | <b>Start Date<br/>(at 12:00:01 AM ET)</b> | <b>End Date<br/>(at 11:59:59 PM ET)</b> | <b>Drawing Date</b> |
|-----------------------|---|---|---------------------|
| 1                     | 6/1/19                                    | 6/4/19                                  | 6/5/19              |
| 2                     | 6/5/19                                    | 6/14/19                                 | 6/19/19             |
| 3                     | 6/15/19                                   | 7/2/19                                  | 7/3/19              |
| 4                     | 7/3/19                                    | 7/16/19                                 | 7/17/19             |
| 5                     | 7/17/19                                   | 7/30/19                                 | 7/31/19             |
| 6                     | 7/30/19                                   | 8/13/19                                 | 8/14/19             |
| 7                     | 8/14/19                                   | 8/30/19                                 | 8/31/19             |

**NOTIFICATION:** Sponsor will attempt to notify the potential prize winner by 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., 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 Sweepstakes e-mail, including any winner notification e-mail, to a spam or junk folder. Each prize will only be awarded to a verified winner.

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.

**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 Sweepstakes or win a prize. This Sweepstakes 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 Sweepstakes, or any part of it, at any time, without notice. If for any reason this Sweepstakes 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 Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes, 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 SWEEPSTAKES 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 Sweepstakes 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 Sweepstakes, 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 Sweepstakes, 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 Sweepstakes or in any Sweepstakes-related activity. The Released Parties 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 Sweepstakes.

**DISPUTES:** THIS SWEEPSTAKES 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 SWEEPSTAKES PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

**PUBLICITY RELEASE:** Each prize winner consents to the use of his/her name, likeness and/or statements regarding his/her participation for promotional purposes (with or without using the entrant's name) 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 September 30, 2019 to: **Snack of Summer Fun** Sweepstakes Rules Request, PO Box 280267, Nashville, TN 37228 Sweepstakes Rules Request, Saputo Cheese USA Inc.,

**WINNERS LIST REQUEST:** To request the name of the prize winners, please send a self-addressed, stamped business size envelope by October 15, 2019 to: **Snack of Summer Fun** Sweepstakes Winner, PO Box 280267, Nashville, TN 37228

**SPONSOR:** Sweepstakes 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 Sweepstakes.

**PRIVACY NOTICE:** Personal information collected during the Sweepstakes may be used or disclosed by Sponsor and its affiliates [and Administrator] as stated in these Official Rules, for purposes of Sweepstakes 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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