

Prairie Farms Dairy

Our Caps, Your Cause

Official Rules

(Updated January, 2019)

These Official Rules govern the ***Our Caps, Your Cause*** promotion (“Promotion”) described and located at www.prairiefarms.com/ourcapsyourcause. **PLEASE READ THEM CAREFULLY.** By participating in the Promotion, either as an Organization (as defined below) or by entering Codes (as defined below) in connection with the Promotion, you (1) agree to the terms and conditions of these Official Rules, (2) agree to comply with these Official Rules, and (3) agree that Sponsor’s decisions in connection with any aspect of the Promotion are valid, final, and binding. If you do not agree to these Official Rules, do not participate in the Promotion.

A. Program Overview

The ***Our Caps, Your Cause*** promotion (“Promotion”) allows qualifying non-profit organizations to earn cash through the purchase of qualifying Prairie Farms products.

B. Eligibility

1. **Eligibility.** The Promotion is open only to non-profit 501(c)(3) organizations domiciled in the fifty (50) United States or the District of Columbia, which register for the Promotion and are subsequently approved by Sponsor (individually, an “Organization” and collectively, “Organizations”). A statement that registration information has been received by Sponsor does not constitute an approval of the organization by Sponsor. Sponsor, in its sole discretion, may reject any organization and prohibit it from participating in the Promotion. The Promotion is subject to all applicable laws and legal requirements and is void where prohibited.

2. **Program Coordinators.** To participate in the Promotion, each Organization must designate a single Program Coordinator who is 18 years or older. The Program Coordinator will be the Organization’s designated representative for the Promotion. If Sponsor, in its sole discretion, determines that a Program Coordinator adversely affects or impacts the Promotion, Sponsor reserves the right to remove such Program Coordinator and require Organization to designate another individual as a condition of continuing participation in the Promotion.

C. Registration

To register for the ***Our Caps, Your Cause*** promotion (“Promotion”), eligible organizations must complete and submit the registration form, along with a signed W-9 Form (Request for Taxpayer Identification Number and Certification) and follow the instructions located at www.prairiefarms.com/ourcapsyourcause. Online access is required to register for the Promotion.

D. Collecting and Entering Cap Codes

1. Qualifying Caps and Codes. A qualifying milk cap (“Cap”) is one found on those Prairie Farms gallon and half gallon milk products marked with the *Prairie Farms* logo and distributed for sale in the United States. Products containing Caps are subject to change. For a list of these products, please visit www.prairiefarms.com/ourcapsyourcause. Caps will contain an easy-peel top label under which will be a unique entry code (“Code”) and a reference to enter the Code at www.prairiefarms.com. Codes may be collected throughout the year. However, Codes may contain an expiration date, and Sponsor reserves the right to limit or prohibit the entry or redemption of expired Codes. Sponsor, in its sole discretion, has the exclusive right to determine whether any Codes are void. Codes that are void include but are not limited to any of the following: (1) Codes that have not been obtained from product containers or packages sold in commerce or (2) Codes that have been electronically or mechanically reproduced or Codes from Caps that have been or contain labels that have been mechanically reproduced.

2. Entering Codes. Individuals entering Codes must visit www.prairiefarms.com and select the “Our Caps, Your Cause” tab. From there, the individual must select an Organization from the list of qualified Organizations to ensure the desired Organization receives credit for the Codes entered. Individuals must follow the directions on the website to properly enter the Codes.

3. Invalid Submissions. Sponsor will not accept any Codes that it determines in its sole discretion have been artificially generated, modified, forged, altered, or tampered with in any way. UPC symbols will also not be accepted.

E. Redemption

1. Number of Codes Required for Redemption. Each Code redemption requires the online entry of one thousand (1,000) Codes. Multiple submissions may be made on behalf of an Organization. However, only groups of one thousand (1,000) Codes will be eligible for redemption. Codes submitted which do not reach one thousand (1,000) in number do not have any cash value and will not be eligible for redemption.

2. Invalid Code Submissions. Sponsor is not responsible for any lost, late, corrupted, or misdirected transmissions or Code entries. Code entries are required to be submitted under the procedures outlined by these Official Rules and on www.prairiefarms.com. All other methods of entry are void and will not be accepted. Proof of Code entry does not equal proof of receipt. All materials related to redemption or submission become the property of Sponsor and will not be returned.

3. Redemption Value. For each group of one thousand (1,000) Codes that Sponsor receives on behalf of a particular Organization under the procedures outlined by these Official Rules, the redemption value is five cents (\$0.05) per Code. All other Code submissions have no cash value.

4. Maximum Annual Redemption. Each Organization may earn up to, but not more than, \$50,000 per Calendar Year under the Promotion. Calendar Year means the calendar year

beginning on January 1 at 12:00 a.m., Central Standard Time and ending on December 31 at 11:59 p.m. Central Standard Time. Additional Codes received in a Calendar Year after the \$50,000 annual maximum limit has been reached will be void.

F. Payments

1. Payment Process. After one thousand (1,000) qualifying Code submissions are received by Sponsor on behalf of a particular Organization, Sponsor will mail a redemption payment to that Organization. Please allow for approximately six (6) weeks for delivery. Sponsor reserves the right to combine payments for multiple Code redemptions. Checks will only be made payable to Organizations and will not be made payable to Program Coordinators or other third party without the mutual agreement of Organization and Sponsor. Sponsor will not replace checks requested more than 18 months after the original check was issued.
2. Verification of Eligibility and Compliance with Official Rules. Redemption payments are subject to verification of eligibility and continuing compliance with the terms of these Official Rules. Sponsor may, in its sole discretion, disqualify an Organization upon the failure to provide satisfactory evidence of eligibility or upon the discovery of evidence of any other noncompliance with the Official Rules.
3. Taxes. Any taxes on a redemption payment under the Promotion are the sole responsibility of the Organization. Sponsor makes no representation or warranty of any kind as to the tax implications or deductibility of any payment made in connection with the Promotion.
4. Substitution and Transfer. Organization is not allowed the right to substitute a redemption payment and is not allowed the right to transfer the redemption payment to another party.

G. General Conditions

1. Questions. Any inquiries or correspondence related to the Promotion should be made using the following contact information:

Our Caps, Your Cause
Attn: Rebecca Leinenbach
Prairie Farms Dairy
3744 Staunton Road
Edwardsville, IL 63042
Email: ourcaps@prairiefarms.com

Complaints concerning Code submissions or non-receipt of payment for Code submissions must be made in writing within 90 days of the date of submission.

2. Promotion Termination or Modification; Fraud. Sponsor reserves the right to terminate, cancel, suspend, or change the Promotion in whole or in part at any time for any reason including without limitation upon discovery of any fraud, attempt to impair the proper operation of the

Promotion, technical malfunctions or failures, or any other event beyond Sponsors' control that impairs the integrity of the Promotion, as determined by Sponsor in its sole discretion. Sponsor reserves the right to change or modify these Official Rules at any time. You understand and agree that you have the responsibility to check for updates to the Official Rules at www.prairiefarms.com/ourcapsyourcause to ensure you are aware of any such changes.

Sponsor further reserves the right in its sole discretion to disqualify any person or entity that Sponsor determines to be tampering with the Promotion, violating the Official Rules of the Promotion, or otherwise acting in an unfair or unsportsmanlike manner. As attempts to undermine the Promotion may be a violation of federal, state, or local criminal or civil laws, Sponsor reserves the right to seek prosecution and seek damages from persons or entities violating such laws.

3. Governing Law. Any dispute arising out of the Promotion, including without limitation, any issue or question relating to the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Organization or Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.

4. Privacy Policy. Organization acknowledges that any information provided in connection with the Promotion is provided to Sponsor and not to Facebook. The Privacy Policy located at www.prairiefarms.com ("Website") governs the collection, use, and disclosure of information collected in connection with the Promotion. Please review the Website Privacy Policy it so you understand Sponsor's policies and practices with respect to information Sponsor may collect. The Website Privacy Policy is incorporated herein by reference.

5. Publicity. By participating in the Promotion, you agree to the use of your name and other identifying information by Sponsor and its designees for advertising, promotional, and other purposes in any or all media now or hereafter existing, without additional compensation, permission or notification (except where so prohibited by law). Your identifying information (limited to name, city and state) may be disclosed to third parties including, without limitation, identifying an Organization on a standings or "winner's" list.

6. Jurisdiction; Venue; No Jury Trial. You hereby irrevocably and unconditionally submit to the exclusive jurisdiction of any United States federal court whose jurisdiction encompasses Edwardsville, Illinois, or alternatively, any State of Illinois court whose jurisdiction encompasses Edwardsville, Illinois, over any suit, action or proceeding at law or in equity arising out of or relating to the Promotion. Organizations agree that service of any process, summons, notice or document by registered mail addressed to an Organization at the address provided during the Promotion registration process shall be effective service of process for any action, suit or proceeding brought against a party in any such court. You hereby irrevocably and unconditionally waive (a) any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum and (b) any right you have

to a trial by jury in any action or proceeding arising out of or relating to the Promotion. You agree that a final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding and may be enforced in any other court to whose jurisdiction you are or may be subject by suit upon such judgment.

7. Release and Limitations of Liability. You agree to fully release from all liability and hold harmless Sponsor, Facebook, and their respective parents, affiliates, subsidiaries, advertising and promotion agencies, and each of all of their respective officers, directors, shareholders, agents, employees, successors and assigns, from any loss, damage, injury or expense to you or any third party resulting from participation in the Promotion including but not limited to the following: (A) acceptance, possession, or use of any cash payment; (B) administration of the Promotion; (C) participation in the Promotion; (D) technical or mechanical failures of any kind, including without limitation malfunctions, disruption in service, or faulty connections related Sponsor's websites, phone, cellular, or Internet service, or computer networks, software or hardware; (E) the appearance of any objectionable or offensive combination of characters appearing in any Code; (F) technical or human error occurring in connection with the Promotion, including without limitation inaccuracies that may be displayed on www.prairiefarms.com/ourcapsyourcause as to per-cap or aggregate payment amounts; and (G) any unauthorized human intervention occurring in connection with the Promotion. You agree to waive all rights to claim or collect punitive, incidental, consequential or special damages. **SPONSORS MAKE NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF LEGAL COMPLIANCE WITH RESPECT TO APPLICABLE LAWS. VOID WHERE PROHIBITED, AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES.** All causes of action relating to the Promotion will be resolved individually without resort to any form of collective or class action. Any and all claims, judgments or awards shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees, and in no event will you be entitled to receive attorneys' fees or any other costs.

8. Headings. The headings in these Official Rules are inserted for convenience only and have no effect on the construction, interpretation or meaning of these Official Rules.

9. Waiver. Sponsor's failure to enforce any provision of these Official Rules shall not be a waiver of that provision, nor shall it be deemed or constitute a waiver of any other provision hereof.

10. Entire Agreement. These Official Rules supersede all prior agreements, arrangements, discussions, negotiations, or understandings, whether oral or written, between you and Sponsor with respect to the subject matter hereof. These Official Rules make up the entire agreement between you and Sponsor. There are no representations, warranties, covenants or agreements or commitments by you or Sponsor except as set forth herein.

11. Severability. In the event any provision of these Official Rules is found by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be severed from these Official Rules, which otherwise will remain in full force and effect.

H. Sponsor

Prairie Farms Dairy, 3744 Staunton Road, Edwardsville, Illinois 62025

I. Facebook

This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.