

OFFICIAL RULES

Unbottled Dip Face Social Media Contest

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE THE ODDS OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

THIS CONTEST IS INTENDED FOR THOSE ENTRANTS WHO SATISFY THE ELIGIBILITY REQUIREMENTS SET FORTH BELOW. DO NOT PARTICIPATE IN THE CONTEST IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS SET FORTH IN THE OFFICIAL RULES BELOW.

The 'Dip Face' Contest is a social media competition encouraging consumers to share their hilarious, over-the-top or heartwarming reactions to tasting a delicious dip that includes dairy as a key ingredient. With the Super Bowl and snack-filled gatherings in mind, the Dip Face Contest is a fun reminder that dairy makes moments memorable and tasty.

1. ELIGIBILITY: The #UnbottledDipFace Contest (the "Contest") is only offered and open to residents of Idaho and Utah who have reached the age of 14 at the time of entry. **Minors (those under 18 years of age) must get their parent or legal guardian's permission to enter. By permitting a minor to participate in the Contest, such Minor's parent or legal guardian represents and warrants that he or she has read, understands, and agrees to the terms and conditions of these Official Rules and the Release Forms (defined below) on behalf of both the parent or legal guardian and the minor.** Corporate employees, officers and directors of Sponsor (as hereafter defined), and its subsidiaries and affiliated companies, contractors, and agents and those individuals/entities engaged in the development of, the production or distribution of materials for, or the implementation of this Contest and persons in the immediate family of (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) or those living in their same household as (whether or not related) any person in any of the preceding categories are not eligible to enter (collectively referred to herein as the "Contest Entities"). The Sponsor reserves the right to verify the eligibility of entrants.

2. CONTEST PERIOD: The contest begins on January 27, 2025, at 12:00 a.m. and ends on February 9, 2025, at 11:59 p.m. All time referenced herein is Mountain Time. Sponsor's administrator's server/computer is the official time keeping device for the Contest.

3. HOW TO ENTER: During the Contest Period, entrants may enter by posting their reaction to enjoying a dairy-based dip on Instagram or TikTok. Entrants may post on any or all of the platforms and post multiple times to increase their number of entries. Instagram Stories and TikTok Stories will not be considered.

To enter on **Instagram**, entrants should: (1) post a creative video to their own Instagram account of their silly, over-the-top reaction to enjoying a dairy-involved dip; (2) include #UnbottledDipFace in the post's caption.

To enter on **TikTok**, entrants should: (1) post a creative video to their own TikTok profile of their silly, over-the-top reaction to enjoying a dairy-involved dip; (2) include #UnbottledDipFace in the post's caption.

To collect all valid entries, Sponsor must be able to see entrants' posts to ensure they meet the entry criteria listed above. This may require entrants' social media profiles to be set to public. Minors should obtain a parent or guardian's permission before posting publicly on social media. **Minors, and/or their parents or legal guardians, may return the social media accounts to their private settings after the Contest Period.**

4. ADDITIONAL CONDITIONS AND RESTRICTIONS:

- a.** A proper entry must be original to the entrant; must conform to the terms of service for Instagram and TikTok as applicable; must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights; not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous; must not contain material that is unlawful, in violation of or contrary to the laws or regulations of any jurisdiction where the entry is created or hosted; and must be consistent with the image and values of the Sponsor and not disparage Sponsor or any other person or entity affiliated with the Contest.
- b.** This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram or TikTok. By participating in this Contest, each entrant releases Instagram or TikTok from any and all liability associated with the Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor.
- c.** There is no limit of entry per person per social media.
- d.** All entries and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right to reject winners whose entry posts are noncompliant with these Official Rules. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of an entry entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Official Rules. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification at the sole and absolute discretion of the Sponsor.

SPONSOR MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES WHATSOEVER (EXPRESS OR IMPLIED) OF ANY KIND BY VIRTUE OF HIS OR HER PARTICIPATION IN THIS CONTEST.

5. WINNER SELECTION AND PRIZE: A total of one (1) prize will be awarded to one (1) confirmed winner. The winner will be selected by the Sponsor based on reaction, excitement, uniqueness and positivity toward dairy.

The prize to be awarded to the confirmed winner is a year of free milk (value varies on location and brand). The award will be distributed via coupons or gift cards equating funds to cover 52 gallons of milk for the year.

Prospective winner will be notified by social media direct message. Prospective winner will be chosen by 5:00 p.m. on February 19, 2025. **No individual will be eligible to receive more than one prize. No substitutions of the prize, or cash alternative, will be offered.** Sponsor may feature, in its sole and absolute discretion, some of the prospective winners on its website at unbottled.com, on its social media pages or through any additional marketing outlets. Sponsor may also feature, in its sole and absolute discretion, other Contest entries on its website at unbottled.com, on its social media pages or through any additional marketing outlets.

6. CONTACTING WINNERS: The Sponsor or its designated representative will make a minimum of TWO (2) attempts to contact the eligible winner within ten (10) business days of the selection of the winner. If an eligible winner cannot be contacted within TWO business days of the applicable selection date, then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to a prize).

a. Once contacted by Sponsor, the winner who has reached the age of majority must provide the following information: (1) winner's full name, (2) winner's age; (3) winner's email address for the Winner Release; and (4) winner's address for delivery of the prize.

b. If a prospective winner is a minor, the prize will be awarded to a parent or legal guardian on the minor's behalf. Once contacted by Sponsor, the winner who is a minor must provide the following information: (1) parent or legal guardian's full name, (2) parent or legal guardian's email address for the Winner Release; and (3) parent or legal guardian's address for delivery of the prize.

c. After being confirmed as a winner in accordance with these Official Rules, the prize will be shipped to the winner within thirty (30) days pursuant to the shipping address provided by the winner. The Sponsor will not be responsible for any inability of the winner to use prize by specified expiration date determined by coupon or gift card. If the winner elects not to receive the prize, he/she will be afforded no additional compensation or substitute prize in exchange. The prize is awarded conditionally upon acceptance of these Official Rules and if a winner is unable to be contacted or if any prize is unclaimed or declined, the prize shall be deemed as unclaimed or unaccepted and a supplementary winner may be drawn at the Sponsor's discretion. All national and local taxes, if any, are the sole responsibility of the winner.

d. In addition, the winner, or their parent or legal guardian on the minor's behalf, must complete, sign, and return a declaration and release form, which (among other things): (i) confirms compliance with these Official Rules; (ii) acknowledges acceptance of the prize as awarded; (iii) releases the Contest Entities and each of their respective officers, directors, agents, representatives, successors and assigns from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her Contest entry, name, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the Internet.

e. No transfer, assignment or substitution of any prize (in whole or in part) shall be permitted, except as may be specifically permitted by the Sponsor in its sole and absolute discretion. Sponsor may substitute a prize of equal or greater value. Unless otherwise stated, prizes are not redeemable for cash. Prizes may be reported to the tax authority as required by applicable law. In no event shall Contest Entities be responsible to award more than the stated number of prizes herein. Any prize referenced or depicted in advertising materials is for illustrative purposes only and may not be the actual prize awarded.

7. GENERAL TERMS AND CONDITIONS: Entrants agree to be legally bound by these Official Rules and the decisions of the Sponsor (including its authorized representatives), which are final and binding (without right of appeal) in all matters related to this Contest. Sponsor retains the right to disqualify and/or exclude from this Contest, in its sole and absolute discretion, any individual for any reason or for no reason at all, including without limitation, violation of any portion of these Official Rules. Sponsor reserves the right to interpret these Official Rules of the Contest at its sole and absolute discretion. ANYONE DETERMINED TO BE IN VIOLATION OF THESE OFFICIAL RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

a. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: point of sale, television, print, or online advertising, or other translations of these Official Rules; the terms and conditions of these English language Official Rules shall prevail, govern and control to the fullest extent permitted by law.

b. This Contest is governed by the laws of Idaho and Utah. This Contest is subject to all applicable federal laws. If any provision of these Official Rules is held invalid by any law, rule, order or regulation of any government, or by the final determination of any court of a competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions not held to be invalid.

8. DISCLAIMERS AND LIMITATIONS OF LIABILITY: By participating in this Contest and/or by accepting a prize, entrants agree to abide by and be legally bound by these Official Rules including all eligibility requirements, the decisions of the Sponsor and/or their designees, which are final and binding (without right of appeal) in all respects related to this Contest.

The Contest Entities and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "Released Parties") are not responsible for any incorrect or inaccurate information, whether caused by website users, human error, tampering, hacking or by any of the equipment or programming associated with or utilized in the Contest and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications failure, theft, loss or destruction. The Released Parties are not responsible for injury or damage to entrants or to any other person's computer or other device related to or resulting from downloading materials from or use of any website. If, for any reason, the Contest is not capable of running as planned by reason of, but not limited to, tampering, unauthorized intervention, fraud, technical or other failures or errors, or any other causes which Sponsor deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right to withdraw, cancel, amend or suspend the Contest (or to amend these Official Rules) in any way.

Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right to cancel, amend or suspend this Contest, or to amend these Official Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the forgoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an additional and/or alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law. The Released Parties shall not be liable for failure to execute the Contest, or supply a prize or any part thereof, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any similar or dissimilar event beyond their reasonable control.

9. PRIVACY POLICY. Each entrant hereby acknowledges and specifically consents that any of his/her personal data collected in relation to the Contest will be treated in accordance with Sponsor's privacy policy which is available at: <https://unbottled.com/privacy-policy> By participating in the Contest, entrants acknowledge and agree that if they are a prize winner, then as required by applicable law, your personal information may be shared with regulators, including without limitation, your legal name, contact information, address, and prize description.

10. CONSENT TO USE YOUR LIKENESS. By accepting a prize, the winner consents to the use of his or her name or likeness (voice, biographical information, city of residence, statements, photographs, recordings) for advertising and promotional purposes in any medium worldwide by the Sponsor and/or its advertising or promotional agencies (including, but not limited to, use on Sponsor's website and/or the Sponsor's social media profiles) without limitation or further notification, and without providing compensation or intellectual property rights to the winner, except where prohibited by law. Sponsor may require entrants to obtain permission from all individuals that appear in the entry (if any) and to use their name and likeness in the entry and to grant the rights set forth herein.

11. RESERVATION OF RIGHTS. The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Official Rules, to the extent necessary, for purposes of verifying compliance by any entrant or entry with these Official Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Official Rules, or for any other reason. Any changes to these Official Rules will be posted on the Unbottled website.

In no event shall the Contest Entities, each of their respective parents, affiliates, subsidiaries and related companies, their advertising or promotion agencies and/or all their respective officers, directors, employees, independent contractors, representatives and agents, be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of your participation in this Contest, Contest -related activities, or access to, and use of, any participating internet site(s) or the downloading from and/or printing material downloaded from said site(s). Without limiting the foregoing, everything in the Contest is 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, and non-infringement. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties.

12. BY PARTICIPATING, ENTRANTS (AND IF ENTRANT IS A MINOR, THEIR PARENT OR LEGAL GUARDIAN) AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS THE SPONSOR, AND ITS AFFILIATES AND SUBSIDIARY COMPANIES, ADVERTISING AND CONTEST AGENCIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, SALESPeOPLE, REPRESENTATIVES AND AGENTS FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION IS COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE, VIOLATION OF PROPRIETARY, PUBLICITY, PRIVACY OR ANY OTHER RIGHT), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING OUT OF USE OF THE ENTRY MATERIALS,

THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, ACCESS TO THE WEB SITE, AND/OR OTHER PARTICIPATION IN THIS CONTEST.

13. WINNER LIST. For a list of winners, please send a self-addressed stamped envelope to: “#UnbottledDipFace Contest” Winner List, Dairy West”), 743 North Touchmark Avenue, Meridian, Idaho 83642. The winner list will be sent once the winner has been verified and the prize has been awarded. All such requests must be received by Sponsor within two (2) months after the end of the Contest Period.

14. SPONSOR. Dairy and Food Nutrition Council of the Southeast, Inc. dba Dairy West (“Dairy West”), 743 North Touchmark Avenue, Meridian, Idaho 83642.