

## Official Rules

1. These Official Rules (“Official Rules”) form a legal binding agreement between you and Turner Dairy Farms (“Turner’s”) with respect to each and every cARTon Design Brief on [www.turnerdairy.net](http://www.turnerdairy.net) (“Website”) in which eligible individuals (“You”, “Your”, “Creator”) participate and you hereby agree to be bound by these Official Rules and the Rules on the specific cARTon Design Brief site (“cARTon Design Brief Site”).
2. Each and every cARTon Design Brief is hosted by Turner Dairy Farms, Inc., registered address 1049 Jefferson Rd. Pittsburgh, PA 15235 (“Turner’s” or “Sponsor”) on behalf of itself as set forth on the cARTon Design Brief Site.

## Eligibility

3. Employees of Turner’s, its subsidiaries, their immediate family members (parents, step-parents, children, step-children, siblings, step-siblings and spouses, regardless of where they live), anyone that shares a residence with the above at least 3 months out of the year or anyone professionally associated with the cARTon Design Brief are excluded from participation.
4. You must ensure that your participation is lawful in accordance with the laws of your country of residence. The cARTon Design Brief is void where participation would not be permitted under local national laws. Turner’s shall not be taken to make any representations, express or implied, as to the lawfulness of participation for a Creator of any particular country.
5. No purchase is necessary to enter or be selected as Awardee(s) (“Awardee(s)”) of a cARTon Design Brief. However, internet access is required.
6. cARTon Design Brief may or may not have a financial incentive for Awardees, and this depends on each individual cARTon Design Brief.

## Timeline

7. Submission Period: The starting and closing dates and times for the Submission Period are specified on the cARTon Design Brief Site. In the event of unforeseen circumstances outside of our control, Turner’s reserves the right to extend the Submission Period but will always endeavour to minimize the impact on Creators to avoid undue disappointment.
8. Selection Period: The period of time that Turner’s verifies the eligibility of the Creators to participate in the cARTon Design Brief, and the Judging Panel as designated by the Client (“Judging Panel”), reviews and judges all of the submissions from the Creators against the criteria set out on the cARTon Design Brief Site to select the Awardee(s). The starting and closing dates and times for the Selection Period are specified on the cARTon Design Brief Site.
9. Announcement Date: The date following the Selection Period, that the Awardee(s) are announced on the cARTon Design Brief Site. The Announcement Date is specified on the cARTon Design Brief Site and may be subject to change.

## How to submit your Work

11. To submit an original piece of authorship (the “Work”) for a particular cARTon Design Brief, create an account on Turner’s via the registration form and enter required information including email address, date of birth, and country of residency. Once you have a Turner’s account, log into your Turner’s account (or create one for free), then visit the cARTon Design Brief Site and follow the instructions ensuring that the requirements specified on the site are followed.
12. Turner’s reserves the right to disqualify any Creator or Work that does not comply with these Official Rules in its sole discretion. Turner’s is not obligated to notify you if your Work has been disqualified and removed from the cARTon Design Brief Site.
13. To be an eligible submission, your Work must meet the following requirements:
  - a. Work must be your own original work, solely created by you;
  - b. Work must not have been previously licensed, sold, used, published, released, distributed or otherwise exploited in any form;
  - c. Work must not have previously won any award;
  - d. Work must not infringe the copyright, trademark, privacy, publicity or other personal or proprietary rights of any individual or entity, other than any materials, copyright or trademarks provided as part of the cARTon Design Brief;
  - e. except as provided in the cARTon Design Brief, the Work must not contain, be derived from, or reference any names, products or services of any business, company, entity or any third-party trademarks, logos trade dress or promotion of any brand, product or service; and
  - f. Work must comply with all applicable law.
14. Any Work that is defamatory, malicious, indecent, sexually explicit, libelous, or contains inappropriate or otherwise objectionable content, may be disqualified at any time at Turner’s sole discretion.
15. You may not be:
  - a. represented under a contract that would limit or impair Turner’s or the Released Parties’ ability to use, display or otherwise exploit the Work in any form or media; or
  - b. subject to an acting or modelling contract that would make the submission or appearance in the Work a violation of any third-party rights.
16. You are solely responsible for obtaining all releases and consent necessary to permit the exhibition, use, license, sale, etc. of the Work by the Released Parties. The Released Parties may request that you provide a copy of a release signed by any individual featured in a Work.

17. Turner's and the Judging Panel reserve the right to disqualify any submission that they determine, violates these Official Rules or the spirit of the cARTon Design Brief. The decision of Turner's, and the Judging Panel are final and binding on all matters related to the cARTon Design Brief.

18. You may update and replace existing submissions with new Work during the Submission Period. This is on the understanding that the new Work will replace the original Work, and the original Work will be disqualified.

#### Selection Process

19. Works submitted during a Submission Period will be judged as described below:

a. Judging Criteria: All valid Works will be judged by the Judging Panel based on the criteria described on the cARTon Design Brief Site.

b. Selection: Each Work will be evaluated during the Selection Period and scored based on the Judging Criteria. The Creator(s) with the highest score(s) will be deemed Awardee(s) who will receive the incentive described on the cARTon Design Brief Site ("Incentive"). In the event of a tie, the relevant Works will be subject to final vote from the Judging Panel to select the Awardee(s). The odds of being selected as an Awardee depend on the nature, quality and number of eligible submissions received. In the event that an Awardee is disqualified for any reason, Turner's and the Released Parties reserve the right to select another Awardee in the same manner.

#### Incentives

20. Following the Announcement Date, the Awardee(s) will receive the Incentive within 90 days. Incentives are not transferable or exchangeable and cannot be redeemed for any other form of compensation. If for any reason an Incentive is not available, Turner's and the Released Parties reserve the right, in their sole discretion, to substitute the Incentive for an alternative of equal or greater value (or cash equivalent). If any portion of an Incentive is unclaimed, unaccepted or unused by the Awardee(s), that portion will be forfeited and will not be substituted.

#### Notification and Verification of Selected Works

21. Prior to the award of any Incentive all Awardees are subject to verification by Turner's, whose decisions are final and binding in all matters related to the cARTon Design Brief. Verification may include background checks in order to fulfil Turner's public or legal duty to do so, e.g. to assist with detecting and preventing fraud, tax evasion and financial crime, and any obligations under the Anti-Money Laundering Regulations ('AML Regulations') that may be applicable. Verification must be completed before Incentives will be paid, and may cause a delay in payment of Incentives.

22. During the Selection Period, Awardee(s) will be notified by mail, phone or email, at Turner's discretion, using the information provided by Creators when submitting Works. The Awardee(s) will be required to respond to complete and return a Release Form (granting the Client certain rights as further

specified on the cARTon Design Brief Site) and a cARTon Design Brief Awardee Agreement (“Awardee Agreement”) by the date specified. If an Awardee does not respond by the specified time or if an Awardee fails to abide by these Official Rules, Turner’s reserves the right to disqualify the Awardee. Turner’s reserves the right to modify the notification procedures, the Release Form and the Awardee Agreement in connection with the selection of the Awardee(s)

#### Publicity and Use of Personal Information

23. Except where prohibited by applicable law, by accepting an Incentive, all Awardees agree and acknowledge that Turner’s and the Released Parties and any of their respective agents, designees or licensees may, without any limitation or further compensation, use the Awardee’s name, voice, biographical data, likeness, picture, opinions, entry materials, photograph, Work (in whole or in part), hometown and state, and audio or video recording of the Awardee for promotional purposes related to the cARTon Design Brief in any media, worldwide, without further payment or consideration.

24. By participating in the cARTon Design Brief, you will be sharing your personal information with Turner’s. This information will be used for administration of the cARTon Design Brief, to respond to you in matters regarding your Work or the cARTon Design Brief, verifying Creators, awarding Incentives, and as otherwise set forth in the Privacy Policy. Turner’s and/or any of its Affiliates may transfer data to third parties (e.g. Promo Veritas and our banks) in order to assist Turner’s in the implementation, administration and management of the cARTon Design Brief and payment of financial incentives where applicable.

#### Intellectual Property Rights

25. You must create your Work without using or referencing any works or intellectual property of any other person, except as expressly permitted pursuant to instructions on the cARTon Design Brief Site. If you violate this provision you will be disqualified from the cARTon Design Brief.

26. By participating in the cARTon Design Brief, you grant Turner’s and the Released Parties a non-exclusive, limited, worldwide license to copy, modify, transmit, publicly display and exhibit, the Work (in whole or in part) solely on Turner’s and Released Parties’ media channels for promotional purposes in connection with the cARTon Design Brief; to otherwise administer the cARTon Design Brief or; to otherwise market or promote Turner’s services. If you are not selected as an Awardee you will retain all rights in the original portions of your Works, subject to the foregoing limited license.

27. You acknowledge that submissions are made on a non-confidential basis and that, except for the Awardee(s), no promise of payment has been made for the use of your Works. You further acknowledge that Client engages in the creation, acquisition, and development of creative materials which may coincidentally resemble your Work. As such, you waive all claims of infringement, misuse, or misappropriation of the Work.

28. Whenever your Work is published by Turner’s or the Released Parties, all reasonable efforts will be taken to ensure you will be credited. However, failure to provide accurate credit shall be considered

an error or oversight and shall not constitute a breach of these rules or an infringement of your copyright.

#### Limitation of Liability

29. To the fullest extent permitted by applicable law, Turner's and the Released Parties make no representations or warranties whatsoever, express or implied, regarding the cARTon Design Brief, including without limitation any:

- a. warranty of merchantability;
- b. warranty of fitness for a particular purpose; or
- c. warranty against infringement of intellectual property rights of a third party.

32. To the fullest extent permitted by applicable law the Released Parties accept no liability to you or any third-party for any loss of use, revenue, profit, data, or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damage, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

30. The sole and exclusive maximum liability of the Released Parties for all damages, losses and causes of action related to the cARTon Design Brief shall be one hundred dollars (US\$100).

#### Release, Indemnification and Disclaimer

31. By participating in the cARTon Design Brief, you agree:

- a. to release and hold harmless the Released Parties from and against any and all losses, harm, damages, injury, costs, expenses liability and claims of any kind (including attorneys' fees), arising out of or relating to the personal information you have provided, and its correctness or otherwise, your creation or submission of Work, participation in the cARTon Design Brief or any Creative-Brief related activity, acceptance or use or misuse of any Incentive, or the copying, displaying, performing, usage or exploitation of a Work;
- b. to indemnify, defend and hold harmless the Released Parties from any third-party claims, or actions of any kind and from any losses arising out of any breach or alleged breach by you in any rules or laws, your participation in the cARTon Design Brief, submission of a Work, or acceptance or use or misuse of any Incentive;
- c. that the Released Parties assume no responsibility for any injury or damage to your or to anyone else's computer, regardless of how caused, relating to or resulting from entering or downloading files, materials or software or any other activity in connection with the cARTon Design Brief;
- d. that Turner's and the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representations or guarantees, express or implied, in fact or in law, relative to

any Incentive or any component thereof, including, but not limited to, express warranties provided by the supplier of the Incentive (or any component thereof) or their affiliates.

#### Interference

32. Turner's and the Judging Panel reserve the right to disqualify you if you are found to be (or are suspected to be):

- a. tampering with the submission process or the operation of the cARTon Design Brief or any website promoting the cARTon Design Brief;
- b. acting in violation of these Official Rules, or otherwise acting in an unprofessional or disruptive manner; or
- c. submitting or attempting to submit to the cARTon Design Brief more submissions than permitted on the cARTon Design Brief Site through the use of multiple email addresses or the use of any robotic or automated devices to submit submissions.

33. If Turner's determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the cARTon Design Brief, Turner's reserves the right to void the submissions at issue or terminate the relevant portion of the cARTon Design Brief, including the entire cARTon Design Brief, or modify the cARTon Design Brief, these Official Rules, or award Incentives based upon the criteria set forth in these Official Rules from all eligible submissions received prior to the termination date.

#### Payments

34. Any cash Incentives that are made available to Awardee(s) for specific cARTon Design Brief, will be paid directly to you by Turner's or Client by PayPal, wire transfer or some other payment method agreed upon by you and Turner's after successful completion of AML Regulation specific background checks and validation, as well receipt of all required documentation and materials including acceptable Photograph Identity within 90 days following the Announcement Date. You shall be solely responsible for any applicable federal, state, local or other taxes and any fees and costs applicable to such Incentives (e.g., wire transfer fees). Turner's reserves the right to withhold the relevant portion of such Incentive to cover the cost of any such fees or costs, including without limitation any applicable wire transfer fees. Applicable taxing authorities may treat cash Incentives as income, and you shall bear all tax obligations.

#### General Conditions

35. Turner's and the Released Parties' failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision. If, for any reason, any Work or other information is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, your sole remedy is the opportunity to submit another submission to the cARTon Design Brief if such submission is a reasonable possibility.

36. These Official Rules, together with the terms provided on the cARTon Design Brief Site, the Privacy Policy, the Terms and Conditions of use for the Turner's website and the other agreements referenced in these Official Rules, contain the entire agreement between you and Turner's and Released Parties relating to the cARTon Design Brief. Where there is a conflict between these Official Rules and any other Terms and Conditions, Policies or agreements, the guidelines on the cARTon Design Brief Site will take precedence.

Turner's reserves the right to exercise any of the rights or obligations that Turner's may have under this Agreement by subcontracting the exercise or performance of all or any portion of such rights and obligations on Turner's behalf as permitted under relevant legislation.

#### Alternative Dispute Resolution, Governing law and Choice of Forum

37. To the extent permitted by applicable law, you agree that:

- a. any disputes, claims and causes of action against the Released Parties related to the cARTon Design Brief, or Incentives other than those concerning the administration of the cARTon Design Brief or determination of Awardee(s) will be resolved individually, without resort to any form of class action; and
- b. any claims, judgements and awards shall be limited to actual damages, and out-of-pocket costs incurred, including costs associated with entering the Creative Invite, but shall in no event include attorneys' fees.

38. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Creator or Turner's or Released Parties in connection with the cARTon Design Brief shall be governed by and construed in accordance with United States of America law and shall be subject to the exclusive jurisdiction of the courts of Pennsylvania.