

# OFFICIAL RULES FOR THE “FRIGO® CHEESE HEADS® MAKE BACK TO SCHOOL INCREDIBLE GAME”

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

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

**DATES OF PROMOTION:** The Saputo Cheese USA Inc. Frigo® Cheese Heads® Make Back to School Incredible Game (the “Promotion”) starts at 12:00:01 PM Eastern Time (“ET”) on **August 15, 2018**, and ends at 11:59:59 PM ET on **November 15, 2018** (the “Entry Period”). The Administrator’s computer is the Promotion’s official clock.

**ELIGIBILITY:** Promotion 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”), Prize Logic, LLC (the “Administrator”), Hangar 12, Walt Disney Studios Motion Pictures (“Disney”), their subsidiaries and affiliated companies and any other entities directly associated with this Promotion 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 (“Official Rules”) and fulfilling all requirements set forth below.

Anyone who has won a prize in any contest or sweepstakes sponsored by the Sponsor in the twelve (12) months prior to the start of the Entry Period is ineligible.

**HOW TO ENTER:** Log on to or visit [www.CheeseHeadsInstantWin.com](http://www.CheeseHeadsInstantWin.com) during the Entry Period and provide your complete first name, last name (no initials), address, city, state, ZIP, daytime phone number (including area code), e-mail address and date of birth in the spaces provided as well as answering the question “Where did you hear about the Promotion?” and clicking the box to acknowledge your agreement to the Official Rules (“Entry Form”) (entrants will only have to register one [1] time during the Entry Period and may log on with his/her e-mail address after registering; entrants who participated in the “Frigo® Cheese Heads® Incredible Game,” will have to agree to these Official Rules upon visiting the website before playing the Game). Once all required fields are completely filled out, submit your Entry Form by clicking the “Send” button. After completing the Entry Form or logging on, the entrant must then follow the on-screen instructions to play the Instant Win Game (“Game Play”). After the Game Play, the entrant will receive notification on the Website screen as to whether he/she is a potential “Instant Winner” (“Notification”). Each entrant who receives a winning Notification will be deemed a potential instant winner, subject to verification of the entrant’s eligibility and

compliance with these Official Rules, as determined by Sponsor in its sole discretion. An entrant is not a winner of any prize, even if the Notification should so indicate, unless and until entrant's eligibility and the potential winning Game Play have been verified and entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void and will not be honored.

**LIMIT ON ENTRIES:** Please respect the following limit or your Game Play may be disqualified: one (1) Game Play per person per e-mail per day during the Entry Period. Each "day" starts at 12:00:01 AM ET and ends at 11:59:59 PM ET on each calendar day during the Entry Period except on August 15, 2018, which will start at 12:00:01 PM ET. If more than one (1) Game Play is received from the same person or e-mail address during a day, only the first Game Play 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 Promotion through a mobile device. Please check with your provider for specific capabilities, charges and pricing plans.

**PRIZES:** One hundred (100) grand prize winners (each a "**Grand Prize Winner**") will receive an Incredibles 2 Backpack and a \$50 Visa® Gift Card ("**Grand Prize**"). The approximate retail value ("**ARV**") of each Grand Prize is **\$74.95**. The odds of winning a Grand Prize depend on when the entrant completes a Game Play. The GiftCards.com Visa® Gift Card is issued by MetaBank®, Member FDIC, pursuant to a license from Visa U.S.A. Inc. The Visa Gift Card can be used everywhere Visa debit cards are accepted in the US. No cash or ATM Access. MetaBank and Visa are not the sponsor of the Promotion. Card may have fees that reduce winnings. Funds do not expire.

Three hundred fifty (350) first prize winners (each a "**First Prize Winner**") will receive an Incredibles 2 Lunch Kit ("**First Prize**"). The ARV of each First Prize is **\$9.99**. The odds of winning a First Prize depend on when the entrant completes a Game Play.

Seven hundred (700) second prize winners (each a "**Second Prize Winner**") will receive an Incredibles 2 Tumbler ("**Second Prize**"). The ARV of each Second Prize is **\$5.99**. The odds of winning a Second Prize depend on when the entrant completes a Game Play.

Prizes will be made available at random times throughout the Entry Period. To be a potential winner of a prize, an entrant's Game Play must have occurred either at the exact randomly predetermined winning time as determined by Sponsor and/or Administrator. If a Game Play does not occur at the exact randomly predetermined winning time, then the next entrant's Game Play to occur after that time will be deemed a potential instant winner. The number of prizes available to be won will decrease during the Entry Period as prizes are awarded and claimed.

Limit of one (1) prize per person. The total ARV of all prizes available in this Promotion is **\$15,184.50**.

All prizes are subject to availability and other restrictions. Prizes are non-transferable, and no cash redemption or substitution is 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.

**TO CLAIM PRIZE:** Potential winners will be contacted by Sponsor/Administrator at the e-mail address provided on the Entry Form 5–7 days after the conclusion of the Promotion. 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 Promotion e-mail, including any winner notification e-mail, to a spam or junk folder. Each prize will only be awarded to a verified winner. Prizes will be mailed to the winners at the address provided during registration 6 – 8 weeks of winner notification and verification. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded.

All prizes will be awarded provided a sufficient number of entries are received. In no event will more than the stated number of prizes be awarded. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winners. If for any reason, including, but not limited to, an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than are intended to be awarded according to these Official Rules, the intended prizes will be awarded in a random drawing from among all verified prize claims received. **ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE ARE SOLELY THE RESPONSIBILITY OF EACH WINNER.**

**GENERAL RULES OF PARTICIPATION:** No purchase necessary to enter Promotion or win a prize. This Promotion 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, which are final and binding, and waive any right to claim ambiguity in these Official Rules. Sponsor is not responsible for lost, late, misdirected, undeliverable or incomplete Entry Forms/Game Plays.

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 Promotion, or any part of it, at any time, without notice. If for any reason this Promotion 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 that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion, or any part of it, and award the prize from valid Entry Forms/Game Plays received up to the termination or suspension date.

In the event of a dispute regarding the identity of an individual who submitted an Entry Form and received a Game Play, the Entry Form 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 winners 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 PROMOTION 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**"); failures or malfunctions of 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 Promotion participation.

**NO LIABILITY; RELEASE AND INDEMNIFICATION:** By entering, entrants and winners agree to release, discharge, indemnify and hold harmless the Sponsor; Administrator; Fandango Marketing, Inc., and their respective; and Disney, and their subsidiaries and affiliated companies, contractors, distributors, sales representatives, vendors, advertising and promotion agencies, prize providers and any other entities directly associated with this Promotion, 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 Promotion, 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 Promotion or in any Promotion-related activity. The Released Parties shall 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 Promotion.

**DISPUTES:** THIS PROMOTION 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, PROVIDED THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE INTELLECTUAL PROPERTY OF DISNEY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, AND IN THE EVENT OF ANY DISPUTE, ALL ENTRANTS IRREVOCABLY CONSENT TO THE JURISDICTION OF THE STATE AND

FEDERAL COURTS LOCATED IN LOS ANGELES, CALIFORNIA, TO RESOLVE SUCH DISPUTES. 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. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT 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 ENTRY PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

**PUBLICITY RELEASE:** Each prize winner consents to the use of his/her name, likeness, biographical information and voice for promotional purposes 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 **December 31, 2018**, to: "**Frigo® Cheese Heads® Make Back To School Incredible Game**" Promotion Rules Request, Saputo Cheese USA Inc., One Overlook Point, Suite 300, Lincolnshire Corporate Center, Lincolnshire, IL 60069.

**WINNERS LIST REQUEST:** To request the name of the prize winners, please send a self-addressed, stamped, business-size envelope by **December 31, 2018**, to: "**Frigo® Cheese Heads® Make Back To School Incredible Game**" Winner List Request, Saputo Cheese USA Inc., One Overlook Point, Suite 300, Lincolnshire Corporate Center, Lincolnshire, IL 60069.

**SPONSOR:** Promotion 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 Promotion.

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