

**YEAR OF FREE CHEESE SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

YOU HAVE NOT YET WON.

BY ENTERING THIS SWEEPSTAKES, YOU ACCEPT AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS IN THESE OFFICIAL RULES. WINNING IS CONTINGENT ON FULFILLING ALL REQUIREMENTS OF THESE OFFICIAL RULES. ANY VIOLATION OF THESE RULES MAY RESULT IN DISQUALIFICATION, WITHOUT NOTICE OR OBLIGATION TO THE VIOLATOR. ALL DECISIONS OF SPONSOR ARE FINAL AND BINDING IN ALL RESPECTS. VOID WHERE PROHIBITED BY LAW. All references to the terms “you,” “your,” and “entrant(s)” in these Official Rules include all individuals who enter, regardless of whether they win.

1. **SPONSOR:** Tillamook County Creamery Association, at 4185 Highway 101 North, Tillamook, Oregon 97141 (“Sponsor”).
2. **ELIGIBILITY:** To be eligible to enter the Year of Free Cheese Sweepstakes (the “Sweepstakes”), entrant must be a legal resident of the fifty (50) United States (including District of Columbia) and at least 18 years of age (or the age of majority in their state; Alabama and Nebraska residents must be nineteen (19) or older and residents of Mississippi must be twenty-one (21) or older) at the time of entry. Residents of U.S. territories and possessions and U.S. military installations in foreign countries are excluded from this Sweepstakes. Past and present employees, officers, directors and agents of Sponsor or any of its affiliates or other companies involved in the development or administration of this Sweepstakes, as well as and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) or those living in the same household (whether or not related) with, such employees, officers, directors and agents are not eligible to enter or win. This Sweepstakes is void where prohibited, restricted, or taxed by law. Sponsor reserves the right to disqualify any entrant that Sponsor determines, in its discretion, is ineligible to participate in the Sweepstakes.
3. **TIMING:**
 - a. **SWEEPSTAKES PERIOD:** The Sweepstakes entry period begins Sunday, September 1, 2024 at 12:00:01 PM Pacific Time (“PT”) and ends Thursday, October 31, 2024 at 11:59:59 PM PT (the “Sweepstakes Period”). Sponsor’s computer is the official timekeeping device for the Sweepstakes.
 - b. **DRAWING:** There will be two (2) potential winners. The first potential winner will be chosen through a random drawing to occur on Wednesday, October 2, 2024, drawn from all

eligible entries received from the Start Date through Monday, September 30, 2024, at 11:59:59 PT. The second potential winner will be chosen through a random drawing to occur on Monday, November 4, drawn from all eligible entries received Tuesday, October 1, 2024 through Thursday October 31, 2024 at 11:59:59 PM. If you do not win a prize after the first drawing, you may enter to win again before the second drawing but note you entry submitted before the first drawing will not be carried forward as an eligible entry for the second drawing; rather, you must enter again. A person may only win one time. If you win a prize during the first drawing, you may not enter again. See information regarding timing for prize notification below.

4. HOW TO ENTER: While at the Tillamook Creamery® Visitor Center in Tillamook, Oregon, or at the Tillamook Market™ at the PDX airport there are two ways to enter. First, an entry can be made by scanning the QR code located inside the Tillamook Creamery® Visitor Center or inside the Tillamook Market at PDX (and providing your first and last name, zip code, and email address) during the Sweepstakes Period. A third way to enter is to scan the QR code while inside the Creamery or the Market, and later, while using your personal laptop or desktop, use any of the following websites to enter your first and last name, zip code, and email address during the Sweepstakes Period: <https://www.tillamook.com/visit-us/creamery/signup/sign-one> <http://www.tillamook.com/visit-us/creamery/signup/sign-two>, <http://www.tillamook.com/visit-us/creamery/signup/sign-three>, <http://www.tillamook.com/visit-us/creamery/signup/sign-four>, <http://www.tillamook.com/visit-us/creamery/signup/sign-five>, <http://www.tillamook.com/visit-us/creamery/signup/sign-six>.

By entering the Promotion, you will automatically be signed up for the Tillamook County Creamery Association email list. You may unsubscribe from the email list at any time using the unsubscribe method provided in marketing emails we send you.

ALTERNATIVE MEANS OF ENTRY: If you do not visit the Tillamook Creamery Visitor Center or the Tillamook Market at PDX, you can still enter the Promotion by mailing your first and last name, zip code, email address, AND a request to be entered into the Promotion to Sponsor to the address set forth in Section 1 above, to the attention of the Marketing Department with the title “Free Tillamook® Cheese for a Year” Sweepstakes in your mailing. Sponsor must receive your mail-in entry by the end of the Sweepstakes Period to be entered for the chance to win. To enter once for each drawing, Sponsor must receive each of your mail-in entries within the timeframes set forth in Section 3(b) above. Following the other entry method above will not increase your chances of winning, and if you enter via mail through this alternative means of entry instead, your odds of winning will be the same as if you enter using the electronic entry or QR code obtained at the Creamery or Tillamook Market. If you enter via mail and this alternative means of entry, you will automatically be signed up for the Tillamook County Creamery Association email list. You may unsubscribe from the email list at any time using the unsubscribe method provided in marketing emails we send you.

Limit: one (1) entry per person.

Each entrant can only use one email address to enter. In the event of a dispute as to the person associated with any entry, the authorized account holder of the email address used to enter will be deemed the entrant. With respect to email addresses, the “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. The potential winner may be required to show proof of being the authorized account holder.

All entries received after the end of the Sweepstakes Period will be void and not be eligible to win. Sponsor will not verify receipt of entries, and proof of submission will not be deemed proof of receipt by Sponsor. Entries are automatically null and void if not obtained through the authorized channels or if any part is late, lost, stolen, incomplete, illegible, unintelligible, invalid, damaged, misdirected, or contains typographical or other errors. Entries containing false or fraudulent information will be disqualified. Use of any scripts, macros, bots, or automatic means to submit entries will be disqualified. Any attempt by an entrant to enter the Sweepstakes more than once by using multiple/different accounts or identities or any other method will disqualify that entrant. Unless required by law, Sponsor is not required to review or respond to any correspondence received from an entrant regarding the Sweepstakes.

5. DRAWING & NOTIFICATION:

a. WINNER SELECTION. There will two (2) total potential winners. The first potential winner will be chosen through a random drawing to occur on Wednesday, October 2, 2024, drawn from all eligible entries received from the Start Date through Monday, September 30, 2024, at 11:59:59 PT. The second potential winner will be chosen through a random drawing to occur on Monday, November 4, 2024, drawn from all eligible entries received Tuesday, October 1, 2024 through Thursday October 31, 2024 at 11:59:59 PM. The result of the drawings, and the decisions of Sponsor are final and binding in all respects.

b. WINNER NOTIFICATION. Receiving the prize is contingent on compliance with these Official Rules. The first potential winner will be notified by email on or about Wednesday, October 2, 2024. The second potential winner will be notified by email on or about Monday, November 4, 2024. Once Sponsor sends the email, the potential winner must respond to claim the prize and provide requested information (which could include phone number, proof of age, and proof of residency) within three (3) business days from the time the win notification is sent to the potential winner. If the potential winner does not respond within three (3) business days of the prize notification, or if the prize notification is returned as undeliverable, or if the potential winner is found to be ineligible, or if the potential winner cannot or does not otherwise comply with these Official Rules, the prize will be forfeited without notice to the potential winner. In such event, the prize might be given to an alternate winner, selected via random drawing from all eligible entries received during the Sweepstakes Period, at Sponsor's discretion.

REPLYING TO THE PRIZE NOTIFICATION WILL NOT AUTOMATICALLY MAKE THE POTENTIAL WINNER THE ACTUAL PRIZE WINNER. THE POTENTIAL WINNER MUST MEET ALL ELIGIBLY REQUIREMENTS AND OTHERWISE COMPLY WITH THESE OFFICIAL RULES.

The winner might be announced on Sponsor's websites and/or social media platforms, but this is not how the potential winner will be notified.

6. **ODDS OF WINNING:** The odds of winning depend on number of eligible entries received during the Sweepstakes Period.

7. **PRIZE:**

a. **PRIZE AND PRIZE VALUE:** Each of the two (two) winners will be awarded fifty-two (52) coupons for Tillamook® products, valued at up to \$8.00 (eight U.S. dollars) per coupon. Each coupon can only be used once and only for one product, and the product can cost \$8 or less. If a coupon is used for a product that costs less than \$8, the coupon will no longer be valid, and winner will NOT be given the difference in value. The coupons for Tillamook products are redeemable at any grocery store that sells Tillamook products (except Costco, Target, and any other retailer that decides, in its discretion, not to accept the coupons). The coupons will be divided into two mailings, and each set of twenty-six (26) coupons will be valid for approximately six months after the date of mailing to the winner. Each winner is responsible for redeeming the coupons at a grocery store prior to the expiration date printed on the coupons.

The total approximate retail value of all coupons combined is up to \$416 (four hundred sixteen U.S. dollars). If the coupons are used on products that cost less than \$8, the total value of the prize will be less than \$416.

b. **PRIZE DELIVERY:** Once Sponsor has determined that the potential winner meets all eligibility and other requirements in these Official Rules, Sponsor will coordinate prize delivery with the winner directly. Sponsor will obtain the winner's mailing address, and Sponsor will send the prize to winner's mailing address in two separate mailings. **The second mailing containing the second batch of 26 coupons will be sent approximately six months after the first mailing. If the winner has a new mailing address six months after the first mailing, the winner is responsible for notifying Sponsor of the winner's new address; Sponsor is not responsible for undelivered coupons if the winner does not notify Sponsor of winner's new address.** Sponsor to pay for shipping and handling to the U.S. address. Sponsor will not be responsible or liable for a lost, stolen, misdirected, undeliverable, or damaged prize once delivered by Sponsor to the U.S. Postal Service or other common carrier, addressed to the mailing address provided by the winner.

c. Additional Prize Conditions:

(i) **APPROXIMATE RETAIL VALUE:** The ARV of the prize set forth above represents Sponsor's good faith determination of the ARV thereof and cannot be challenged or appealed. The actual value may vary based on retail value or expected retail value at the start of the Sweepstakes. Further, each coupon is worth *up to* \$8 in value, and if a coupon is used for a product that costs less than \$8, the coupon will no longer be valid, and winner will NOT be given the difference in value. **In the event the ARV of the prize is more than the actual retail value of the prize, the difference will not be awarded in cash or otherwise.**

(ii) TAXES: Winner is solely responsible for reporting and paying any and all applicable federal, state, and local taxes for the prize won.

(iii) EXPENSES: All expenses and items not specifically mentioned in these Official Rules are not included and are winner's sole responsibility.

(iv) NO EXCHANGE OR TRANSFER: The prize may not be exchanged for cash value or otherwise, and the prize is non-refundable. No substitution, transfer, or assignment of the prize is allowed by the winner. The prize is subject to availability and substitution, in whole or in part; if the prize is unavailable or cannot be awarded for any reason, Sponsor, at its discretion, may substitute the prize for a prize of equal or greater value.

(v) All prize details not set forth in these Official Rules are at the discretion of Sponsor.

8. **PUBLICITY RELEASE:** Unless prohibited by law, acceptance of the prize will constitute and signify winner's agreement and consent that Sponsor, and third parties on Sponsor's behalf, may use winner's name, city and state of residence, biographical data, voice, statements, image, likeness, and/or prize won (collectively winner's "Name and Likeness") in connection with the Sweepstakes and/or for other marketing and promotional purposes and for any other business purpose, in any media, now known or hereafter developed, throughout the world, including on the Internet (including without limitation on Sponsor's website at <http://www.tillamook.com> , on Sponsor's social media pages and accounts, in Sponsor's email newsletter, and on other Sponsor and/or third party websites), without providing additional notice, consent, review opportunity, or consideration to winner. Winner agrees that Sponsor (and third parties on Sponsor's behalf) have the unrestricted, perpetual, and worldwide right to reproduce, copy, exhibit, display, perform, transmit, broadcast, distribute, modify, create derivatives of, and otherwise use winner's Name and Likeness. Winner agrees that Sponsor (and third parties on Sponsor's behalf) may alter winner's Name and Likeness and may combine winner's Name and Likeness with other materials and information (including without limitation, text, data, images, photographs, illustration animation and graphics, or video or audio segments of any nature, in any media or embodiment, now known or hereafter developed). Winner accepts and acknowledges that Sponsor shall not be obligated to use winner's Name and Likeness, and Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder.

9. **PRIVACY:** Entries remain the property of Sponsor and will not be returned or acknowledged. All entrants acknowledge that if they are the winner, certain of their personal information might disclosed to third parties, including without limitation, on a winner's list; and in accordance with the Publicity Release section above. Further, by entering, you (meaning all entrants) understand and agree that Sponsor will use your personal information to send you email updates about upcoming events, products, and services that might interest you. **Sponsor will add you (meaning all entrants) to the Tillamook County Creamery Association email list. You may unsubscribe at any time by following the unsubscribe instructions in each future marketing email.** Unless otherwise set forth in these Official Rules, personal information collected through entry into the Sweepstakes will be used in accordance with Sponsor's privacy notice located at: <https://www.tillamook.com/privacy-policy> . Please review this privacy notice prior to entering the Sweepstakes.

10. RELEASE OF LIABILITY: By participating in this Sweepstakes, you (i) agree to release Sponsor and its affiliates, suppliers, distributors, advertising/promotion agencies, Sweepstakes administrator, and each such company's officers, directors, employees, agents, and independent contractors (collectively, the "Releasees") from any and all liability for any and all claims, losses, damages, injuries, death, damage to or loss of personal property, costs and expenses (including reasonable attorneys' fees) of any kind arising out of or relating to your participation in this Sweepstakes; your acceptance, possession, use, or misuse of your prize and/or use and/or misuse of the prize by any other party once received by you; and/or the Releasees' use of your Name and Likeness (including without limitation liability from and claims for libel, defamation, invasion of privacy or right of publicity, infringement of copyright, or violation of any other right); and (ii) agree to indemnify and hold harmless the Releasees from and against any and all third-party claims, losses, damages, liabilities, injuries, death, damage to or loss of personal property, costs, and expenses (including reasonable attorneys' fees) of any kind arising out of or relating to your participation in this Sweepstakes; your acceptance, possession, use, or misuse of your prize and/or use and/or misuse of the prize by any other party once received by you; and/or the Releasees' use of your Name and Likeness (including without limitation liability from and claims for libel, defamation, invasion of privacy or right of publicity, infringement of copyright, or violation of any other right); and (iii) acknowledge and agree that the Releasees have not made, Releasees hereby disclaim, and Releasees are not responsible or liable for any guarantees, warranties, or representations, in whole or in part, express or implied, in fact or in law, regarding the prize or use of the prize (including without limitation those regarding the prize's safety, availability, quality, performance, merchantability, fitness for a particular purpose or suitability for use, and non-infringement of third party rights, or title). The prize must be accepted as awarded, and the prize is awarded "AS IS" and "AS AVAILABLE" with no guarantee, warranty, or representation, express or implied, in fact or in law. All entrants acknowledge and agree that Releasees expressly disclaim any and all responsibility and liability for, and that Releasees will not be responsible or liable for, injury, death, damage, or loss to people or property, that might relate to or be caused (directly or indirectly, in whole or in part) by, the delivery, possession, use, and/or misuse of the prize; or by participation in the Sweepstakes.

11. GENERAL CONDITIONS: All entrants accept and agree to comply with these Official Rules. This Sweepstakes is subject to all applicable federal, state and local laws and regulations. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of such term on another occasion or any other term. Sponsor reserves the right to cancel, suspend, and/or modify the Sweepstakes, or any part of it, without liability, if any fraud, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, or if the Sweepstakes is not capable of being executed as planned for any other reason, as determined by Sponsor in its discretion. If the Sweepstakes is terminated before the end of the Sweepstakes Period, Sponsor might, in its discretion, randomly select a winner from all eligible entries received as of the termination date.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DEFRAUD SPONSOR IN CONNECTION WITH THE SWEEPSTAKES, TO DAMAGE ANY WEBSITE, OR TO OTHERWISE DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES, MIGHT BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SUBJECT TO CRIMINAL AND CIVIL PENALTIES. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH PERSON FROM THE SWEEPSTAKES, WITHOUT NOTICE TO SUCH PERSON; AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW AND TO COOPERATE IN THE PROSECUTION OF ANY SUCH CONDUCT.

12. DISPUTES; ADDITIONAL LIMITATIONS OF LIABILITY: UNLESS PROHIBITED BY APPLICABLE LAW, THE OREGON COURTS (STATE AND FEDERAL) WILL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THIS SWEEPSTAKES, AND THE LAWS OF THE STATE OF OREGON WILL GOVERN THIS SWEEPSTAKES. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THOSE OREGON COURTS. These Official Rules, and the rights and obligations of entrants and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Oregon without giving effect to any conflict-of-law rule that would result in the application of the laws of any other jurisdiction. Any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes will be resolved individually, without resort to any form of class action. Any and all claims, judgments, and awards will be limited to the greater of (a) the actual out-of-pocket costs incurred by the applicable entrant relating to the Sweepstakes, including costs associated with entering the Sweepstakes and claiming the prize; or (b) USD 25.00 (twenty five U.S. dollars); but in no event will any entrant be awarded attorneys' fees. Under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, indirect, punitive, special, exemplary, incidental, and consequential damages, and any other damages, other than for the greater of actual out-of-pocket expenses incurred or USD 25.00. Under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive, all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES SO THE ABOVE MAY NOT APPLY TO YOU.

13. ADDITIONAL DISCLAIMERS AND LIMITATIONS OF LIABILITY: All entrants agree that Sponsor and the other Releasees (defined above) will not be responsible or liable for (i) losses or injuries of any kind resulting from acceptance or use, including misuse, of the prize; (ii) any entrant's participation in the Sweepstakes; (iii) technical malfunctions of any kind, including without limitation, malfunctions of the telephone network, transmission line, computer system or network, computer equipment, hardware, software, or any combination thereof, or other disruption related to Internet traffic, viruses, or otherwise; (iv) incorrect or inaccurate information, whether caused by entrants, printing or typographical errors, or by any of the equipment or programming associated with or used in the Sweepstakes; (v) forces beyond the reasonable control of Sponsor that may cause the Sweepstakes to be disrupted or corrupted; (vi) unauthorized human intervention in any part of the entry process or the operation of the Sweepstakes; or (vii) technical or human error that might occur in the administration of the Sweepstakes or the processing of entries. Entrants also agree that Sponsor and other Releasees are not responsible or liable for any injury or damage to an entrant's or third party's computer related to or resulting from an entrant's participation in the Sweepstakes or downloading any information in connection with the Sweepstakes, including without limitation any server failure, lost, delayed or corrupted data or other malfunction. Sponsor reserves the right to modify or cancel the Sweepstakes in the event that it becomes technically corrupted.

14. RULES/WINNER'S LIST: For an additional copy of these Official Rules or the name of the winner, send a stamped, self-addressed envelope, specifying your request to: Tillamook County Creamery Association, "Year of Free Ice Cream Sweepstakes", 1400 NW 22nd Ave, Suite 100, Portland, OR 97210. The list of the two (2) winners will be available after November 10, 2024.