

**“Free Ice Cream for a Year”
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 PROMOTION, ENTRANTS ACCEPT AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS IN THESE OFFICIAL RULES. WINNING IS CONTINGENT ON FULFILLING ALL REQUIREMENTS SET FORTH IN THESE OFFICIAL RULES. ANY VIOLATION OF THESE RULES MAY RESULT IN DISQUALIFICATION, WITHOUT NOTICE OR OTHER OBLIGATION TO THE VIOLATOR. ALL DECISIONS OF SPONSOR ARE FINAL AND BINDING IN ALL RESPECTS. VOID WHERE PROHIBITED BY LAW.

1. SPONSOR: The sponsor of this Free Ice Cream for a Year Sweepstakes (the “Promotion”) is Tillamook County Creamery Association, at 4185 Highway 101 North, Tillamook, Oregon 97141 (“Sponsor”).

2. ELIGIBILITY: This Promotion is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old at the time of entry and who can provide proof of U.S. residency and age. Residents of U.S. territories and possessions, U.S. military installations in foreign countries, and all locations not physically located within the continental United States are excluded from this Promotion. Past and present employees, officers, directors, and agents of Sponsor and any of its affiliates, prize suppliers, distributors, advertising and promotion agencies, and other companies involved in the development or administration of this Promotion, as well as the immediate family members of such employees, officers, directors, and agents (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and 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 Promotion is subject to all applicable federal, state, and local laws and regulations. This Promotion is void where prohibited, restricted or taxed by law. Sponsor reserves the right to disqualify any participant that Sponsor determines, in its sole discretion, is ineligible to participate in the Promotion.

3. TIMING:

(a) **SWEEPSTAKES ENTRY PERIOD:** The Promotion entry period begins on Monday, August 1, 2022 at 8:00 AM Pacific Daylight Time (“PDT”) and ends on Monday, August 22, 2022 at 11:59:59PM PDT (the "Sweepstakes Period"). Sponsor's computer, or its third-party service provider's computer, is the official timekeeping device for the Promotion.

(b) **DRAWING:** One (1) potential winner will be chosen through a random drawing (as discussed below) on or about Wednesday, August 24, 2022. The potential winner will be randomly drawn from all eligible entries received during the Sweepstakes Period. See information regarding timing for prize notification below.

4. HOW TO ENTER: Enter by providing your email address on the www.scoopcreamier.com website and the <https://www.tillamook.com/scoop-creamier> website during the sweepstakes period. By entering the Promotion, you will automatically be signed up for both the Partnership for Creamier Ice Cream (PCIC) and Tillamook County Creamery Association email lists. You may unsubscribe from one or both email lists 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 (1) email address to enter. Any attempt by a participant to enter the Promotion more than once by using multiple/different email addresses or identities or any other method will disqualify that participant. Use of any scripts, macros, bots or automatic means to submit entries is prohibited and will result in disqualification. Entries containing false or fraudulent information will be disqualified. Sponsor has no obligation to notify the participant of the disqualified entry.

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 participant. 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.

Only entries received by the end of the Sweepstakes Period will be eligible for the prize. All entries received after the end of the Sweepstakes Period will be void and will 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. Sponsor is not responsible or liable in any way for such entries or errors. Sponsor has no obligation to notify the participant of the disqualified entry.

Unless required by law, Sponsor is not required to review or respond to any correspondence received from a participant regarding the Promotion.

5. DRAWING & NOTIFICATION:

(a) **WINNER SELECTION.** There will only be one (1) prize winner. One entry will be selected via a random drawing on or about August 24, 2022 drawn from all eligible entries received during the Sweepstakes Period. The result of the drawing, and the decisions of Sponsor and its third party service provider administering the Promotion, are final and binding in all respects.

(b) **WINNER NOTIFICATION AND ANNOUNCEMENT.** Receiving the prize is contingent upon compliance with these Official Rules. The potential winner will be notified by email on or about Wednesday, August 24, 2022. Once the potential winner is contacted via email, the potential winner must respond to claim the prize and provide the requested information (which could include full name, mailing address, phone number, proof of age, and proof of residency) within three (3) days from the time Sponsor (or a third party administrator) sends the win notification via email. If the potential winner does not respond to Sponsor (or its third party service provider) within three (3) 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 may 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 other 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 AND PRIZE VALUE:

(a) **PRIZE:** One (1) year supply of Tillamook® ice cream (awarded as twenty-four (24), 48 oz. family size Tillamook ice cream coupons redeemable at any grocery store that sells Tillamook ice cream). See prize value below. The prize will be divided into two mailings, and each set of eight (8) coupons and sixteen (16) coupons will be valid for approximately six months after the date of e-mailing to the winner. Winner is responsible for redeeming the coupons at a grocery store prior to the coupon expiration date.

(b) **PRIZE DELIVERY:** Once Sponsor has determined that the 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 information and prize coupons to winner's mailing address in two separate mailings. The first mailing will contain a batch of 8 coupons and the second mailing containing a batch of 16 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 mailing address; Sponsor is not responsible for undelivered coupons if the winner does not notify Sponsor of winner's new mailing address. Sponsor will not be responsible or liable for a lost, stolen, misdirected, undeliverable, or damaged prize once mailed by Sponsor to the mailing address provided by the winner.

(c) **PRIZE CONDITIONS:**

(i) **ONE PRIZE ONLY:** Only one (1) prize will be awarded. The prize must be used before the expiration dates printed on the coupons.

(ii) **APPROXIMATE RETAIL VALUE:** Each coupon has an approximate retail value ("ARV") of \$7.00, and the ARV of all coupons combined is USD \$168.00. The value 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 Promotion. 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.

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

(iv) **ADDITIONAL CONDITIONS:** 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 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 sole discretion, may substitute the prize for a prize of equal or greater value.

(v) Sponsor bears no responsibility if any element or detail of the prize is canceled, postponed or becomes unavailable for any reason. Should any element or detail of the prize become unavailable, Sponsor shall have no obligation to the winner aside from providing the remaining portion of the prize, minus any unavailable element or detail.

(vi) **TAXES:** Winner shall be solely responsible for reporting and payment of any and all applicable federal, state, and local taxes for his/her prize won.

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

8. PUBLICITY RELEASE: Unless prohibited by law, acceptance of the prize shall 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 Promotion 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 <https://www.tillamook.com/>, social media pages and accounts, Sponsor's email newsletter, and 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 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 participants acknowledge that if they are the winner, certain of their personal information may be 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 participants) 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 participants) to its Tillamook County Creamery Association email list. You can unsubscribe from receiving our email updates at any time by following the instructions provided with Tillamook County Creamery Association email communications. Unless otherwise set forth in these Official Rules, personal information collected through entry into the Promotion will be used in accordance with Sponsor's privacy notice at: <https://www.tillamook.com/privacy-policy.html> Please review this privacy notice prior to entering the Promotion.

10. RELEASE OF LIABILITY: By participating in this Promotion, you (i) agree to release Sponsor and its affiliates, suppliers, distributors, advertising/promotion agencies, Promotion administrator, prize suppliers, 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 Promotion; 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 (including without limitation any travel or activity related thereto); 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 Promotion; 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 (including without limitation any travel or activity related thereto); 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 and 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. 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. **Sponsor expressly disclaims any and all responsibility and liability for injury, death, or loss to winner, or any other person or property relating to the delivery, possession, use, and/or misuse of the prize, including without limitation with respect to travel required to use the prize. Additional restrictions, conditions, disclaimers, and limitations regarding the prize might apply and will accompany the prize.**

11. GENERAL CONDITIONS: All entrants accept and agree to comply with these Official Rules. For clarity, the terms "participant(s)" and "entrant(s)," as used in these Official Rules, include all individuals who enter the Promotion and the winner. 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 Promotion, 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 Promotion, or if the Promotion is not capable of being executed as planned for any other reason, as determined by Sponsor in its sole discretion. If the Promotion is terminated before the end of the Sweepstakes Period, Sponsor may, in its discretion, randomly select a winner from all eligible entries received as of the

termination date. Any person attempting to defraud or in any way tamper with this Sweepstakes and any person who does not comply with these Official Rules, will be ineligible for the prize and may be prosecuted to the full extent of the law.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DEFRAUD SPONSOR IN CONNECTION WITH THE PROMOTION, TO DAMAGE ANY WEBSITE, OR TO OTHERWISE DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION, 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 PROMOTION, 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 PROMOTION, AND THE LAWS OF THE STATE OF OREGON WILL GOVERN THIS PROMOTION. 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 the participants and Sponsor in connection with the Promotion, 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 Promotion or any prize awarded shall be resolved individually, without resort to any form of class action. Any and all claims, judgments, and awards shall be limited to the greater of (a) the actual out-of-pocket costs incurred by the applicable participant relating to the Promotion, including costs associated with entering the Promotion and claiming the prize; or (b) USD 25.00 (twenty five U.S. dollars); but in no event will any participant be awarded attorneys' fees. Under no circumstances will participants be permitted to obtain awards for, and participants 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 participants be permitted to obtain awards for, and participants 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) any 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) any incorrect or inaccurate information, whether caused by participants, printing or typographical errors, or by any of the

equipment or programming associated with or utilized in the Promotion; (v) forces beyond the reasonable control of Sponsor that may cause the Promotion to be disrupted or corrupted; (vi) unauthorized human intervention in any part of the entry process or the operation of the Promotion; (vii) technical or human error which may occur in the administration of the Promotion or the processing of entries; (viii) or any entries that are late (including delayed data transmissions), tampered with, garbled, incomplete, misdirected, lost, mutilated, delayed, corrupted, mechanically duplicated, illegible or otherwise not in compliance with these Official Rules. If, for any reason, a participant's entry is confirmed to have been erroneously deleted, lost, stolen, misdirected, or otherwise destroyed or corrupted, participant's sole remedy is another entry in the Promotion, if it is possible at that time. Entrants also agree that Sponsor and other Releasees are not responsible or liable for any death, injury, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from a participant's participation in the Promotion. Entrants also agree that Sponsor and other Releasees are not responsible or liable for any injury or damage to an entrant's or third person's computer related to or resulting from an entrant's participation in the Promotion or downloading any information in connection with the Promotion, including without limitation any server failure, lost, delayed or corrupted data or other malfunction. Sponsor reserves the right to modify or cancel the Promotion 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 winner, send a stamped, self-addressed envelope, specifying your request to: Tillamook County Creamery Association, "Free Ice Cream for a Year" Sweepstakes, ATTN: K. Morrison, 1400 NW 22nd Ave, Suite 100, Portland, OR 97210. The winner's list will be available after September 30, 2022.

15. CONSUMER DISCLOSURE: You have not yet won. No purchase or payment of any kind is necessary to enter or win. One prize will be awarded, and the winner will be randomly selected. The prize is a one (1) year supply of Tillamook® ice cream (awarded as twenty-four (24), 48 oz. family size Tillamook ice cream coupons), each with an approximate retail value (ARV) of \$7, for a total ARV of \$168.00, not including shipping. The prize will be divided into two mailings, and each set of twelve (12) coupons will be valid for approximately six months. The odds of winning depend on the number of eligible entries received. One entry per person. Must be 18+ and U.S. resident. Other restrictions apply. Entry Period: 8/1/22 at 8:00 AM to 8/22/22 at 11:59 PM PDT. Sponsor: Tillamook County Creamery Association, 4185 Highway 101 North, Tillamook, OR 97141.