

**“SCOOP CREAMIER – FLIP CONE CHALLENGE”
CONTEST
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 **SCOOP CREAMIER –FLIP CONE CHALLENGE** Contest (the “Promotion”) is Tillamook County Creamery Association, at 4185 Highway 101 North, Tillamook, Oregon 97141 (“Sponsor”).

This Promotion is NOT sponsored, endorsed, or administered by, or associated with, Instagram and/or TikTok.

- 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) CONTEST ENTRY PERIOD:** The Promotion entry period begins on Wednesday, May 25, 2022 at 12:00:01AM Pacific Daylight Time (“PDT”) and ends on Sunday, May 29, 2022

at 11:59:59PM PDT (the "Contest Period"). Sponsor's computer, or its third-party service provider's computer, is the official timekeeping device for the Promotion.

(b) **WINNER SELECTION:** One (1) potential winner will be chosen through a selection by Sponsor employees as Promotion judges (as discussed below) on or about Monday, May 30, 2022. The potential winner will be selected from all eligible entries received during the Contest Period. See information regarding winner selection timing for prize notification below.

4. HOW TO ENTER: Enter by sharing a video to either Instagram or TikTok social platform using the #ScoopCreamier and @Tillamook in the caption of the video. Video must depict an individual, couple, or group. Video must depict an individual, couple, or group flipping an ice cream sugar cone onto a bowl filled with Tillamook ice cream – take a bite of Tillamook ice cream then place a sugar cone top down on the table edge, flip the cone and land the cone onto the bowl of ice cream. Share your video with @ScoopCreamier and @Tillamook to enter the contest. Best flip technique wins. Entrants' account must be public to be eligible to enter. You must be the creator and owner of the video and must have permission from all people appearing in your video to post the video to Instagram or TikTok as part of this Promotion. See additional important video representations below. Your entry must be posted by the end of the Contest Period to be eligible to win.

You will need a valid Instagram or TikTok account to enter. Setting up an Instagram and/or TikTok account is free of charge. You acknowledge and agree that there are specific terms and conditions that apply to your use of Instagram and TikTok.

Limit: one (1) entry per person and per Instagram or TikTok account. Each entrant can only use one (1) social handle to enter. The potential winner may be required to show proof of being the authorized social media account holder. Any attempt by a participant to enter the Promotion more than once by using multiple/different social handle, social media accounts, 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.

Only entries received by the end of the Contest Period will be eligible for the prize. All entries received after the end of the Contest 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.

- 4. VIDEO REPRESENTATIONS AND WARRANTIES:** Each video must be submitted by the original creator and owner of all content and information associated with the video. You must be, and your video submission is your guarantee that you are, the sole author and owner of the copyright and other intellectual property and proprietary rights in and to the video submitted with your entry. In addition, by entering, you represent and warrant that the video you submit (i) does not infringe, misappropriate, or otherwise violate any other person's or entity's copyrights, trademark rights, trade secret rights, other intellectual property or proprietary rights, rights of privacy or publicity, or any other rights; (ii) does not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where the content is created; and (iii) has not been submitted previously in any contest or promotion and will not be submitted as an entry to any other contest or promotion during the Contest Period.

Entrants further represent and warrant that they have secured all consents and approvals in writing from any persons featured in the video submitted for the Promotion, and participants acknowledge and agree that, upon request from Sponsor, participants will provide such written consents and approvals to Sponsor and secure any additional written consents, approvals, or releases required by Sponsor from any persons featured in such video.

In the event that Sponsor determines, in its sole discretion, that the content submitted does not comply with any of the foregoing, Sponsor may disqualify the associated participant, without providing notice to the participant.

5. WINNER SELECTION & NOTIFICATION:

(a) **WINNER SELECTION.** One (1) Winner will be selected by a panel of five (5) Tillamook County Creamery Association employees. As judges, these employees will review all submissions and select a winner based on the following criteria: the best flip technique will win. One entry will be selected on or about Monday, May 30, 2022. The result of the judges' selection 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 Instagram or TikTok direct message on or about May 30, 2022. Once the potential winner is contacted via Instagram or TikTok direct message, the potential winner must respond to claim the prize and provide the requested information (which could include full name, address, email address, phone number, proof of age, and proof of residency) within twenty-four (24) hours from the time Sponsor (or a third party administrator) sends the win notification via Instagram or TikTok direct message. See additional requirement for Affidavit of Eligibility and Release in Section 8(c) below. If the potential winner does not respond to

Sponsor (or its third party service provider) within 24 hours 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, in Sponsor's discretion, be given to an alternate winner, selected by the judges as the next best submission via the same selection process, criteria, and employee judges as listed above, from all eligible entries received during the Contest Period.

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 Contest Period.

7. PRIZE AND PRIZE VALUE:

(a) **PRIZE:** One (1) PCIC bumper sticker (ARV \$10); 2 (two) PCIC member badge iron on patch (ARV \$10 each); Four (4) \$7 Tillamook ice cream coupons (ARV \$28); One (1) Tillamook Ice Cream Scooper (ARV \$10); Four (4) small ceramic ice cream bowls (ARP \$10 each); Two (2) Tillamook Ice Cream Spoons (ARV \$1 each); 1 (one) jar Jacobson Salt (ARP \$15); One (1) bag waffle cookies (ARP \$8); and One (1) jar local fruit topping (ARP \$10) for a total value of \$143, not including shipping.

(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 send the prize information and prize elements to winner's specified Instagram or TikTok direct message account. Sponsor will not be responsible or liable for a lost, stolen, or damaged prize once emailed by Sponsor to the Instagram or TikTok direct message account provided by the winner.

(c) **PRIZE CONDITIONS:**

(i) **AFFIDAVIT OF ELIGIBILITY AND RELEASE:** Winner may be required to sign an Affidavit of Eligibility and Release, containing a release of any and all liability from any claims for damages, losses, death, or injury against Releasees (defined below) arising from use of the prize, and such other forms as Sponsor may require. These documents must be signed and returned to and received by Sponsor or its third party Promotion administrator within three (3) days of when the prize notification via Instagram or TikTok Direct Message is sent to winner. Any failure to comply with the foregoing will result in disqualification and

an alternate winner may be chosen. Requiring winner to sign the Affidavit of Eligibility and Release and/or other documents, however, in no way limits the releases of liability or any other provision of these Official Rules.

(ii) **APPROXIMATE RETAIL VALUE:** The ARV of all elements of the prize combined is USD \$143. The value of the prize 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.

(iii) **EXPENSES:** All expenses and items not specifically mentioned in these Official Rules are not included and are winner's sole responsibility. All service charges and fees applicable to the prize 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) Winner is responsible for paying any taxes for his or her prize won.

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

- 8. OWNERSHIP OF VIDEO; SPONSOR'S RIGHT TO USE VIDEO:** As between Sponsor and each entrant, each entrant shall retain all ownership rights in and to the entrant's video. Each entrant (including the winner AND all other entrants who do not win) hereby grants to Sponsor an unrestricted, perpetual, irrevocable, worldwide, royalty-free, fully-paid-up, sublicensable, and assignable license and right to (i) to display the submitted video on Sponsor's websites and social media sites and on any other website for promotional purposes (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); and (ii) to otherwise use, copy, publicly display, distribute, modify, and create derivative works of the submitted video, for any and all purposes and in any medium whatsoever. Sponsor shall have the right to publish and/or use the submitted video, as described above, without notifying the entrants in advance of each publication or use, without attribution to the applicable entrant, and without compensation of any kind to the entrants or their respective heirs, representatives, successors, or assigns.

- 9. 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 Sponsor's use of the winner's video 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, irrevocable, worldwide, royalty-free, fully-paid-up, sublicensable, and assignable license and right to reproduce, copy, exhibit, display, perform, transmit, broadcast, distribute, modify, create derivatives of, and otherwise use winner's Name and Likeness and winning video. Winner agrees that Sponsor may alter winner's Name and Likeness and video and may combine winner's Name and Likeness and video 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's use of the winner's Name and Likeness and video might subject the winner and the winner's video to the terms of service and privacy statements of various social media platforms. Sponsor is not responsible or liable for any use of the winner's Name and Likeness or video by a third party as a result of Sponsor's use of or posting of the winner's Name and Likeness and video on a social media platform or other website or elsewhere. Winner accepts and acknowledges that Sponsor shall not be obligated to use winner's Name and Likeness or video, and Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. For clarity Sponsor is not required to, but may, attribute the winning video to the winner.
- 10. PRIVACY:** 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. 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.
- 11. RELEASE OF LIABILITY:** By participating in this Promotion, you (i) agree to release (a) Instagram and TikTok; and (b) 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 video and/or 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 video and/or 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, express or implied, regarding 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.

12. 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. Any person attempting to defraud or in any way tamper with this Contest 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.

13. 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.

14. 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 Contest; (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.

15. 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, "SCOOP CREAMIER – FLIP CONE CHALLENGE" Contest, ATTN: K. Morrison, 1400 NW 22nd Ave Suite 100, Portland, OR 97210. The winner's list will be available after May 30, 2022.

16. CONSUMER DISCLOSURE: You have not yet won. No purchase or payment of any kind is necessary to enter or win. To enter, submit video to Instagram or TikTok showing individual, couple, or group flipping an ice cream sugar cone onto a bowl filled with Tillamook ice cream – take a bite of Tillamook ice cream then place a sugar cone top down on the table edge, flip the cone and land the cone onto the bowl of ice cream. **PRIZE:** One (1) PCIC bumper sticker (ARV \$10); 2 (two) PCIC member badge iron on patch (ARV \$10 each); Four (4) \$7 Tillamook ice cream coupons (ARV \$28); One (1) Tillamook Ice Cream Scooper (ARV \$10); Four (4) small ceramic ice cream bowls (ARP \$10 each); Two (2) Tillamook Ice Cream Spoons (ARV \$1 each); 1 Jar Jacobson Salt (ARP \$15); One (1) Bag Waffle Cookies (ARP \$8); and One (1) Jar Local Fruit Topping (ARP \$10) for a total Value of \$143, not including shipping. Odds of winning depend on number of eligible entries. One entry per person. Must be 18+ and U.S. resident. Other restrictions apply. Entry Period: 5/18/2022 at 12:01 AM to 5/22/2022 at 11:59 PM Pacific Daylight Time. Sponsor: Tillamook County Creamery Association, 4185 Highway 101 North, Tillamook, OR 97141.