

OFFICIAL RULES FOR THE FRIGO® CHEESE HEADS® “BUILD A BRIGHT FUTURE” CONTEST

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE.

BY PARTICIPATING IN THIS CONTEST 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® “Build a Bright Future” Contest (the “**Contest**”) starts at 12:00:01 AM Eastern Time (“**ET**”) on August 2, 2021 and ends at 11:59:59 PM ET on December 19, 2021 (the “**Contest Period**”). The Contest Period is divided into a nomination period, a judging period and a voting period. The nomination period starts at 12:00:01 AM ET on August 2, 2021, and ends at 11:59:59 PM ET on October 30, 2021 (the “**Nomination Period**”). The judging and finalist verification period starts at 12:00:01 AM ET on October 31, 2021 and ends at 11:59:59 PM ET on November 27, 2021 (the “**Judging and Finalist Verification Period**”). The voting period starts at 12:00:01 AM ET on November 30, 2021 and ends at 11:59:59 PM ET on December 19, 2021 (the “**Voting Period**”).

ELIGIBILITY: The School Awards (as defined below) will only be awarded to a US state-accredited educational institution (grades kindergarten through 8th grade, public, private or parochial) (a “**Designated School**”). Designated Schools may only be nominated by legal US residents physically residing in the 50 United States and District of Columbia who are at least 18 years of age or older at the time of entry (the “**Nominators**”). Nominators are providing an entry on behalf of their Designated School, and the Designated School selected will receive the School Award; no Nominator will receive a prize. Employees and their immediate family members (parents, children, siblings or spouse, regardless of where they live; or persons living in same household, whether related or not) of Saputo Cheese USA Inc. (the “**Sponsor**”), its subsidiaries and affiliated companies, advertising and promotion agencies, and any other entities directly associated with this Contest are not eligible to be a Nominator but may participate in the public voting during the Voting Period. Void in Puerto Rico, US territories and possession, US military installations in foreign countries and where prohibited or restricted by law. All federal, state and local laws and regulations apply.

HOW TO ENTER: To nominate your Designated School, log on to CheeseHeadsBrightFuture.com (the “**Website**”) during the Nomination Period to access the entry form; complete the entry form with all required information, including your name, mailing address, email address, date of birth and the name, city and state of the Designated School; and either write an original essay of 50 to 200 words (in English) or submit a video no longer than 5 minutes describing how the Designated School could use \$10,000 to build a bright future for their school (the “**Essay**” or “**Video**”), and submit as instructed on-screen during the Nomination Period to receive one (1) entry into the Contest (an “**Entry**”). Nominators must complete the

entire Entry form in order to successfully enter into the Contest. A thank you message will be displayed to confirm that your Entry was successfully submitted. Nominators will also receive an email acknowledging their Entry has been received and will receive a second email informing the Nominator whether the Entry has been either accepted into the Contest or rejected for non-compliance. Acceptance of an Entry only means that the Entry has been initially screened for appropriateness. Entries may still be rejected or disqualified for non-compliance after acceptance. No correspondence regarding Entries will be acknowledged or answered by Sponsor.

Entry constitutes Nominator's full and unconditional agreement to these Official Rules. Incomplete Entries and Entries not complying with these Official Rules are subject to disqualification.

LIMIT ON ENTRIES: Nominators shall respect the following limit otherwise they may be disqualified: two (2) Entries per person during the Nomination Period. This limit shall apply even if an Entry is rejected for non-compliance. Nominators may nominate the same Designated School, or a different Designated School, in each Entry.

Sponsor reserves the right to void all Entries made through any robotic, automatic, mechanical, programmed or similar Entry duplication method and to disqualify any individual using such method. Nominators may not enter with multiple email addresses nor may Nominators use any other device or artifice to enter more than two (2) times or as multiple Nominators. Any Nominator who attempts to enter with multiple email addresses under multiple identities or uses any device or artifice to enter more than two (2) times may be disqualified and his/her Designated School may also be disqualified and forfeit any School Award, in Sponsor's discretion.

ESSAY REQUIREMENTS: The Essay you submit with your Entry must comply in all respects with the following or your Entry may be disqualified.

- The Essay must be in English.
- The Essay must be between 50 and 200 words in length.
- The Essay must be Nominator's own original work, executed solely by Nominator. Modifying, enhancing or altering a third party's preexisting work does not qualify as Nominator's own work.
- The Essay must not contain material that violates or infringes another person or entity's rights, including but not limited to, privacy rights, rights of publicity, copyright or other intellectual property rights.
- The Essay must not refer to the trademarks, brand names or product names of anyone other than Sponsor.

- The Essay must not include the names or other indicia identifying any person, living or dead, (other than historical or public persons) without permission.
- The Essay must not reveal any personal information about another individual, including another person's address, phone number, e-mail address, or any other information that may be used to contact or impersonate that individual.
- The Essay must not: (a) be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group; (b) promote violence, bigotry, racism, hatred or harm against any group or individual; or discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; (c) promote gambling, alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (d) be indecent, obscene, profane or pornographic; or (f) suggest or be in violation of any law.

VIDEO REQUIREMENTS: The Video you submit with your Entry must comply in all respects with the following or your Entry may be disqualified.

- The Video must be in English.
- The Video must be no longer than 5 minutes in length.
- The video must be submitted in AVI, MOV, WMV, MP4, MPEG, FLV, 3GP, or 3G2 format and under 300 MB.
- The Video must be Nominator's own original work, executed solely by Nominator. Modifying, enhancing or altering a third party's preexisting work does not qualify as Nominator's own work.
- The Video must not contain material that violates or infringes another person or entity's rights, including but not limited to, privacy rights, rights of publicity, copyright or other intellectual property rights
- The Video must not refer to or display the trademarks, brand names or product names of anyone other than Sponsor.
- The Video must not include the names or other indicia identifying any person, living or dead, (other than historical or public persons) without permission.
- The Video must not reveal any personal information about another individual, including another person's address, phone number, e-mail address, or any other information that may be used to contact or impersonate that individual.

- The Video must not: (a) be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group; (b) promote violence, bigotry, racism, hatred or harm against any group or individual; or discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; (c) promote gambling, alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (d) be indecent, obscene, profane or pornographic; or (f) suggest or be in violation of any law.

By submitting an Essay or Video, Nominator hereby warrants and represents that the Essay or Video (i) complies with the Essay or Video requirements set forth in these Official Rules, (ii) has not been previously published, and (c) has not previously won any prizes or awards. Entries that do not comply with these Official Rules or that otherwise contain prohibited or inappropriate content, as determined by the Sponsor in its sole discretion, may be disqualified and will not be considered for the Contest. Sponsor reserves the right, but no obligation, to monitor/screen Entries prior to posting them to the Website. Sponsor has no obligation to post any Entry submitted.

BY SUBMITTING AN ENTRY, NOMINATOR ACKNOWLEDGES THAT THE ENTRY MAY BE POSTED ON SPONSOR'S WEBSITE OR IN OTHER MEDIA AT SPONSOR'S DISCRETION. Nominator agrees that his/her Entry is freely made, without restriction, and that Sponsor is free to post, disclose or otherwise use the ideas without any compensation to the Nominator or Nominator's Designated School. Submission of an Entry grants Sponsor and Released Parties (defined below) an irrevocable, unlimited, worldwide, perpetual license and right to reproduce, publish, use, modify, edit, excerpt, and publicly display and perform the Entry in any way, in any and all media, now known or created in the future, without any right to review or approve any use or changes, and without consideration to the Nominator or the Designated School.

ESSAYS/VIDEOS POSTED TO THE WEBSITE ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL NOMINATOR AND DO NOT REFLECT THE VIEWS OF SPONSOR OR THE DESIGNATED SCHOOLS IN ANY MANNER. Once an Essay/Video is entered into the Contest, any such posting will be deemed made at the direction of the Nominator within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. If you think that any Essay/Video infringes on your intellectual property rights, click [here](#) if you wish to report it.

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 Contest through a mobile device. Please check with your provider for specific capabilities, charges and pricing plans.

PRIZES & APPROXIMATE RETAIL VALUE (the “ARV”): Sponsor has provided eleven (11) prizes to be awarded as described below (the “**School Awards**”):

SCHOOL AWARDS (11): Winning School Award (1): The Winning Designated School will receive ten thousand dollars (\$10,000 USD), awarded in the form of a check payable to the Designated School (the “**Winning School Award**”). ARV: \$10,000. Runner-Up School Awards (10): Each Runner-Up Designated School will receive two thousand dollars (\$2,000), awarded in the form of a check payable to the Designated School (“**Runner-Up School Award**”). ARV: \$2,000. In no event will more than the stated number of prizes be awarded.

AWARD CONDITIONS: **Limit one (1) School Award per Designated School.** School Awards are subject to state, local, municipal, and federal laws and limitations that may apply. Any taxes on School Awards are the responsibility of the Designated School.

WINNER SELECTION:

Judging, Finalist Verification and Winner Selection: At the end of the Nomination Period, all Entries will be judged by an independent panel of judges selected by Sponsor based on the following judging criteria: (1) overall appeal of Entry (50%); (2) proposed benefit to Designated School as described by Entry (50%) (the “**Judging Criteria**”). At the end of the Judging Period, the Entries for the eleven (11) Designated Schools with the highest judging scores will be the finalist Entries eligible for the Voting Period (the “**Finalist Designated Schools**”).

Public Voting: During the Voting Period, all legal US residents physically residing in the 50 United States and District of Columbia who are at least 18 years of age or older at the time of voting will have the opportunity to vote for their favorite Finalist Designated School taking into account the Judging Criteria by visiting the Website and following the on-screen instructions to register and vote for an Entry. **Limit one (1) vote per person per day.** Sponsor reserves the right to nullify any votes made through use of robotic, macro, automatic, programmed, proxy votes or like voting methods and to disqualify from voting the responsible individual, in Sponsor’s sole discretion. Any attempt by any voter to vote more than the number of times authorized herein using multiple/different names, email addresses, identities, and/or any other fraudulent mechanism or method, as determined by Sponsor in its sole discretion, shall give Sponsor the right to void those votes and disqualify that voter. Nominators and/or Nominators’ family/friends and officials from Designated Schools are prohibited from obtaining votes by any inappropriate means, including, but not limited to, offering prizes or other inducements to members of public, paying a third-party service to vote for or obtain votes for a particular Entry, collaborating with other individuals or groups to trade votes, utilizing paid media amplification, or otherwise acting in contravention of these Official Rules, as determined by Sponsor, in its sole discretion, and Sponsor reserves the right to nullify any such votes, and to disqualify the responsible Nominator and his/her Entry from the Contest. Votes sent from foreign IP addresses may be disqualified, in Sponsor’s sole discretion. At the end of the Voting Period, the Designated School with the

highest number of public votes will be the tentative winner of the Winning School Award (the “**Winning Designated School**”). The ten (10) remaining Designated Schools will be the winners of the Runner-up School Awards (the “**Runner-up Designated School**”). In the event of a tie, the tied Entry that received the highest score from the Judging Period will be declared the winner.

NOTIFICATION: Each Finalist Designated School will be notified by telephone and/or email and will be asked to confirm their eligibility to participate and win a School Award in the Contest. Should the Designated Schools be unwilling or ineligible to participate in the Contest or accept the School Award if selected as a winner under the conditions stated in these Official Rules, or if the Designated School cannot be contacted within five (5) days of initial attempt, the Finalist Designated School will be disqualified.

Prior to becoming a Finalist Designated School, the principal or other authorized representative of the Designated School must sign and return within seven (7) days of issuance any required documentation, including, but not limited to, consent in writing to participate in the Contest and a Publicity Release (except where prohibited by law) consenting to Sponsor’s use of the Designated School’s name, city and state where located and photograph of the outside of the school for administration of the Contest and Sponsor’s advertising/publicity purposes in commerce and in any and all media worldwide, without limitation, and without right to approve or additional compensation, as well as an unmodified Affidavit of Eligibility and Liability Release. Each Nominator must also sign and return within seven (7) days of issuance any required documentation, including but not limited to an unmodified Publicity Release (where permitted by law).

Sponsor will attempt to notify the potential winners as set forth above, but Sponsor is not responsible for any change of contact information of Nominators or Designated Schools or 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 Contest e-mail, including any winner notification e-mail, to a spam or junk folder.

GENERAL RULES OF PARTICIPATION: No purchase necessary to enter Contest or win a prize. This Contest 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, and waive any right to claim ambiguity in these Official Rules. Sponsor is not responsible for lost, late, misdirected, undeliverable or incomplete Entries.

Sponsor reserves the right to disqualify any Nominator, Designated School and/or Entry 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 Contest, or any part of it, at any time, without notice. If for any reason this Contest 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 which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest, or any part of it, and award the prizes from valid Entries received up to the termination or suspension date.

In the event of a dispute regarding the identity of an individual who actually submitted an online Entry, the Entry 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 winner 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 CONTEST 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**"); 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 Contest participation.

NO LIABILITY; RELEASE AND INDEMNIFICATION: By entering, entrants and winners agree to release, discharge, indemnify and hold harmless the Sponsor and Its subsidiaries and affiliated companies, contractors, distributors, sales representatives, vendors, advertising and promotion agencies, prize providers and any other entities directly associated with this Contest, 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 Contest, 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 Contest or in any Contest-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 Contest.

DISPUTES: THIS CONTEST 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. 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. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT 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 CONTEST PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

PUBLICITY RELEASE: Each Nominator whose Entry wins a prize for Nominator's Designated School consents to the use of his/her name, photograph, 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 February 28, 2022 to: Frigo® Cheese Heads® "Build a Bright Future" Contest 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 February 28, 2022 to: Frigo® Cheese Heads® "Build a Bright Future" Contest Winner, Saputo Cheese USA Inc., One Overlook Point, Suite 300, Lincolnshire Corporate Center, Lincolnshire, IL 60069.

SPONSOR: Contest 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 Contest.

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

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