SERVE UP THE HOLIDAY SPIRIT GIVEAWAY OFFICIAL RULES – NO PURCHASE NECESSARY

SWEEPSTAKES PERIOD/OVERVIEW: The Serve Up The Holiday Spirit Giveaway (the "**Sweepstakes**") begins at 12:01 a.m. (all times are Eastern Time or "ET") Wednesday, November 30, 2022, and ends at 11:59 p.m. on Friday, January 6, 2023 ("**Sweepstakes Period**"). There will be one (1) random drawing.

By registering via <u>https://pages.lactalisculinary.com/galbani-serve-up-the-holiday-spirit-sign-up/</u> sign-up, participants can enter for a chance to win an Ooni Pizza Oven Holiday Prize Bundle (Ooni Koda 16 Gas Powered Pizza Oven, a 14" perforated pizza peel, a 14" bamboo pizza peel, a turning peel and a cutter wheel). Once registered, participants will receive up to eight (8) emails throughout the Sweepstakes Period, each with an opportunity to receive a bonus entry for a total of nine (9) chances to enter. Sign up any time within the Sweepstakes Period to be eligible.

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR TO WIN THE SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

ELIGIBILITY: The Sweepstakes is open only to Food Service Professionals who are legal residents of the fifty (50) United States and the District of Columbia and as of date of entry are at least 18 years of age and the age of majority in their jurisdiction of residence (**"Entrant"**). Employees of Lactalis American Group, Inc. (**"Sponsor"**), their respective parents, subsidiaries, divisions, affiliates, suppliers, brokers, distributors and advertising, promotional and judging agencies (collectively, **"Released Parties"**), and their immediate family members (spouses, parents, children, and siblings and their spouses) and household members of each (whether related or not) are not eligible to participate or win. Void where prohibited by law. All federal, state and local laws and regulations apply.

HOW TO ENTER:

During the Sweepstakes Period, sign up for the Serve Up The Holiday Spirit Giveaway campaign by completing and submitting the registration form located online at

https://pages.lactalisculinary.com/galbani-serve-up-the-holiday-spirit-sign-up/

to receive one (1) entry into the Sweepstakes ("**Registration Entry**"). After receiving a Registration Entry, you will receive up to eight (8) emails during the Sweepstakes Period. Reply to each original email within twenty-four (24) hours of the date and time the email is sent to you with your full name to receive one (1) "bonus" entry ("**Bonus Entry**"). All Bonus Entries must be received within twenty-four (24) hours of the date and time the Sponsor to be eligible.

Limit nine (9) Entries per person during the Sweepstakes Period. All Registration Entries and Bonus Entries submitted shall herein be referred to as the "Entry" or "Entries." Any attempt by any Entrant to enter by using multiple/different email addresses, mailing addresses, identities, registrations and logins, or any other methods will void such Entries and that Entrant may be disqualified. Use of any automated or computer system to participate online is prohibited and will result in disqualification. Normal Internet/phone access and data/usage charges imposed by your online/phone service may apply.

RANDOM DRAWING AND ODDS OF WINNING: The potential prize winner ("**Winner**") will be selected in a random drawing to be held on or about January 20, 2023 from among all eligible Entries received during the Sweepstakes Period. The random drawing will be conducted by an independent judging organization whose decisions are final on all matters relating to the drawing. Odds of winning the prize depend on the total number of eligible Entries received during the Sweepstakes Period.

PRIZE/APPROXIMATE RETAIL VALUE ("ARV"): One (1) Prize ("Prize") will be awarded: An Ooni Pizza Oven Holiday Prize Bundle (Ooni Koda 16 Gas Powered Pizza Oven, a 14" perforated pizza peel, a 14" bamboo pizza peel, a turning peel and a cutter wheel). Total ARV: \$780. All applicable federal, state and local taxes are the sole responsibility of the Prize Winner. The Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Prize is nontransferable, non-assignable, and no substitution or cash redemption is allowed, except that Sponsor reserves the right to award an alternate prize of equal or greater value if an advertised Prize is unavailable. The depiction of the Prize in any advertising or promotional materials may not reflect the actual prize the Winner will receive. Sponsor will determine all features of the Prize. Sponsor shall have no responsibility or liability whatsoever for any property loss, damage, personal injury, or death, in connection with the Prize provided pursuant to the Sweepstakes and/or any Entrant's participation in the Sweepstakes. Winner shall bear all risk of loss or damage to the Prize after it has been delivered to them. The Winner may be required to complete and submit an IRS Form W-9 for receipt of a Prize awarded to the Winner valued at \$600.00 or more. Failure to submit a complete IRS Form W-9 when required will result in forfeiture of the Prize. Receipt of any Prize is conditioned upon compliance with all applicable federal, state, and local laws, rules and regulations and these Official Rules.

WINNER NOTIFICATION: The potential Prize Winner will be notified by email and/or U.S. Mail within one (1) to two (2) business days following the Winner selection in which he/she was selected as the potential Winner and will be required to complete a Declaration of Eligibility, Release of Liability and a Publicity Release (where legal) (**"Prize Documents"**) and return Prize Documents via email as instructed within five (5) days of attempted notification or prize may be forfeited and an alternate winner may be selected. Return of Prize Documents as undeliverable may result in disqualification and alternate winner may be selected (as outlined above). Each potential Winner is subject to verification by Sponsor, and Sponsor's verification determination of any potential winner is final and binding in all matters related to the Sweepstakes.

GENERAL RULES: No substitution or transfer of Prize permitted except at the sole discretion of the Sponsor who reserves the right to substitute a Prize of equal or greater value in the event the Prize is unavailable. In no event will more than the stated Prize be awarded. Entrants/Winner agree to release, discharge and hold harmless Released Parties from and against any and all liability (including damages caused or claimed to be caused) arising out of participation and/or acceptance/use of any prize, and agree to be bound by these Official Rules and the judges' decisions, which are final. Acceptance of any prize constitutes permission for the Sponsor and its agencies to use each Winner's name, likeness and Entry for purposes of advertising and trade without further compensation, including a Winner's list, unless prohibited by law. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control. All material submitted becomes the sole property of Sponsor and will not be returned. Sponsor is not responsible for any typographical or other error in the printing of the Sweepstakes materials, administration of the Sweepstakes or in the announcement of the Prize. NOTICE: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. The Sponsor is not responsible for faulty, incorrect, undeliverable or mistranscribed phone/email transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer related to or resulting from participating in or experiencing any materials or downloading any graphics in connection with the Sweepstakes, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the Sweepstakes. Sponsor assumes no responsibility for undeliverable emails resulting from any form of active or passive email filtering by a user's Internet service provider and/or email client or for insufficient space in user's email account to receive email. Sponsor reserves the right to cancel or modify the Sweepstakes if fraud, misconduct or technical failures destroy the integrity of the Sweepstakes; or if a computer virus, bug, or other technical problem corrupts the administration or security of the Sweepstakes as determined by Sponsor, in their sole discretion. In the event of termination, a notice will be posted online and the drawing for the Prize will be conducted from among all eligible Entries received prior to termination. In the event of a dispute as to the identity of an Entrant, the Entrant will be deemed the authorized account holder of the email account which the Entrant used for Entry. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider, or other organization (which may include an employer) responsible for assigning email addresses for the domain associated with the submitted address. Winner may be required to show proof of being the authorized account holder of the account associated with the Entry. Proof of submitting an Entry will not be deemed to be proof of receipt by Sponsor. Any Entries which are suspected of being fraudulent (including those using robotic, automatic, programmed or similar methods of participation) will be disgualified, based on determinations made solely by Sponsor. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation or eligibility as stated herein or with any provision in these Official Rules.

Limitation of Liability. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL SPONSOR BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR HARM TO BUSINESS OR REPUTATION, ARISING OUT OF ENTRANTS' PARTICIPATION IN THE SWEEPSTAKES, USE OF ANY PHOTO PROVIDED BY ENTRANTS, POSTING ON OR ACCESS AND/OR DOWNLOAD OF ANY MATERIALS OR INFORMATION FROM ANY WEB SITE OWNED, OPERATED OR CONTROLLED BY SPONSOR OR ITS PARENT OR AFFILIATED COMPANIES, OR ACCEPTANCE OR USAGE OF A PRIZE OR ANY PORTION THEREOF (INCLUDING ANY PURCHASES MADE USING ANY PORTION OF THE PRIZE), AND INCLUDING WITHOUT LIMITATION DAMAGE TO PROPERTY AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DAMAGES FOR BODILY OR PERSONAL INJURY, EVEN IF SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. ENTRANT AGREES THAT THE AGGREGATE LIABILITY OF SPONSOR ARISING OUT OF ANY KIND OF CLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED \$100.00. LIMITATIONS OR EXCLUSIONS OF LIABILITY SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.

DISPUTES: Except where prohibited, Sponsor reserves the right to make all decisions in its sole discretion arising out of or relating to the Sweepstakes, and the decisions by Sponsor are final and binding on all matters relating to the Sweepstakes. Except where prohibited, Entrants agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with the Sweepstakes or the prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of New York; (b) any and all claims, judgments, and awards shall be

limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (c) notwithstanding the foregoing, Entrants waive the right to claim any and all damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrants' rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the United States of America and the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the laws of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of New York. ALL DISPUTES SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT INCLUDE ATTORNEYS' FEES, AND UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES (SUBJECT TO THE LIMITATION OF LIABILITY PROVISION ABOVE) AND WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.

PRIVACY: Any personal information that Entrants provide in connection with the Sweepstakes shall be used by Sponsor or their agents to administer this Sweepstakes, contact Entrants, and for the other purposes set forth in the Sponsor's privacy policy located at https://www.lactalisculinary.com/data-privacy-policy/index.html. By entering this Sweepstakes, Entrants agree to and accept that privacy policy.

WHO WON: To find out who won the Prize, mail a self-addressed, stamped envelope, by February 23, 2023, to: Serve Up The Holiday Spirit Giveaway Winner, P.O. 1718, Buffalo, NY 14231-1718.

SPONSOR: The Sponsor of this Sweepstakes is Lactalis American Group, Inc., 2376 South Park Avenue, Buffalo, NY 14220.