

Start Fresh with Hunter's Back to School Smoothie Fuel Up to Play 60 Contest Official Rules
NO PURCHASE NECESSARY TO ENTER OR WIN

Eligibility: Offered only to individual entrants who are legal residents of Nevada and are at least 18 years of age at time of entry. Eligible schools include all Nevada schools registered with Fuel Up to Play 60 (FUTP 60) through Dairy Council of Nevada. Employees of National Dairy Council, NFL Entities (as defined below), their respective parents, affiliates, subsidiaries, advertising or promotion agencies or other individuals engaged in the development, production, or distribution of promotion materials and persons who are immediate family or who reside in the same household as persons in the preceding categories are not eligible. Participation constitutes entrant's full and unconditional agreement to these Official Rules (the "Official Rules") and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Contest. Void where prohibited.

Contest Period: This contest (this "Contest") entries run from (October 1, 2021) to (November 30, 2021). Winners will be notified by or around (January 15, 2022).

Prize:

- 3 (three) eligible Nevada schools will be selected based upon the most creative photos submitted showcasing dairy and silver and black Raiders spirit. The top three winning entries will receive 1 (one) of the following options (depending on team/player availability):
 - **Option 1:** An **in-person** visit from an NFL Raiders player or Raider Rusher mascot as part of a Smoothie Blitz assembly featuring a smoothie bike, Daisy the cow mascot, and giveaways. Each winning school will also receive a Smoothie Kit.
 - OR**
 - **Option 2:** A **virtual** NFL Raiders player visit with the school plus a Smoothie Kit and a \$500 gift certificate for Raiders Merchandise and swag.
- 3 (three) adults of the age of 18 and/or older with the most creative photos submitted showcasing dairy and silver and black Raiders spirit will receive a tour of the Allegiant Stadium and a \$500 gift certificate for Raiders merchandise at The Raider Image Official Team Store.
- Total ARV of all prizes is [\$15,540].

Odds of winning depend on the number of valid entries received. No cash or other substitution may be made, except by Sponsors in the event that a prize (or part thereof) cannot be awarded, in which case Sponsors will at their sole discretion award a prize (or part thereof) of equal or greater value.

How to Enter and Win: Purchase \$15 (fifteen dollars) worth of dairy category product at participating Smith's in Nevada and receive a generated notification for entry. Enter the generated code at www.nevadamilk.org and submit the FUTP60 school of your choice, then upload a photo showcasing your Silver & Black Raiders spirit, and be sure to include your favorite dairy product to have your entry considered to win. Photos that are submitted in accordance with the Official Rules will be judged based upon their creativity and adherence to use of dairy and highlighting Silver & Black Raiders spirit. All submitted photos will become property of Dairy Council of Nevada and entrants release any and all rights to such pictures. Each eligible \$15 purchase in a single transaction will earn a generated notification for entry and will require a new photo submission. Alternatively, to enter without purchase, eligible entrants may enter the Contest by mailing a postcard no smaller than 3.5 x 5 inches and no larger than 4.5 x 6 inches that contains entrant's complete name, mailing address, phone number, and date of birth "to **Start Fresh with Hunter's Back to School Smoothie** " Contest c/o Dairy Council of Nevada, 2165 Green Vista Dr., Ste 206A, Sparks, NV 89431 with a statement stating "I agree to the Official Rules". All write-in entries must be legible, must contain the proper postage, and must be postmarked by October 1, 2021 and received by November 30, 2021. There is a limit of one (1) write-in entry per envelope/postcard and each envelope/postcard will be considered one (1) entry.

Entries must constitute an original work of you as the entrant, and must be keeping with the (a) Sponsor's and the Raiders Entities' image, as determined by Sponsor in its sole discretion, and (b) the Raiders Entities' image, as applicable, as determined by each entity in its sole discretion. Entries, including but not limited to any pictures submitted in connection with such entry, must not infringe upon the copyrights, trademarks, right of privacy, publicity or other intellectual property rights or other rights of Sponsor, any Raiders Entity, or any third party. SUCH ENTRANT

REPRESENTS AND WARRANTS THAT HE/SHE HAS ALL RIGHT, TITLE, AND INTEREST NECESSARY TO GRANT THE RELEASED PARTIES THE WORLDWIDE, IRREVOCABLE AND UNRESTRICTED RIGHT AND LICENSE TO ADAPT, PUBLISH, USE, EDIT AND/OR MODIFY SUCH ENTRY IN ANY WAY AND POST THE ORIGINAL ENTRY ON THE INTERNET AND USE THE ORIGINAL ENTRY IN ANY OTHER WAY AND AGREES TO INDEMNIFY, DEFEND AND HOLD RELEASED PARTIES HARMLESS FROM ANY CLAIMS TO THE CONTRARY. IN ADDITION, IF AT ANY TIME DURING THE ENTRY PERIOD FOR THE CONTEST OR AT ANY TIME THEREAFTER, SPONSOR DETERMINES THAT THERE ARE NOT ENOUGH OR NO ELIGIBLE ENTRIES EXIST FROM WHICH TO DETERMINE THE WINNERS FOR THE CONTEST, THEN SPONSOR MAY IN ITS SOLE AND EXCLUSIVE DISCRETION DETERMINE THAT NOT ENOUGH OR NO ELIGIBLE ENTRIES EXIST, AND THEN MAY EITHER SUSPEND OR TERMINATE THE CONTEST OR MODIFY THE CONTEST (OR ANY PARTS THEREOF) IN ANY EQUITABLE MANNER THAT SPONSOR DEEMS APPROPRIATE IN ITS SOLE AND EXCLUSIVE DISCRETION, INCLUDING, WITHOUT LIMITATION, BY NOT AWARDING THE PRIZES SET FORTH IN THESE OFFICIAL RULES.

Indemnification: By entering, participants agree to release, discharge, and hold harmless and covenant not to sue Dairy Management Inc., Dairy Council of Nevada ("Sponsor"), the NFL Entities (as defined below), NFL Players Association, the Raiders Entities (as defined below), the Las Vegas Stadium Authority and each of their respective parent companies, subsidiaries, affiliates, divisions, suppliers, distributors, advertising/promotion agencies, and each such company's officers, directors, employees, representatives and agents (collectively, the "Raiders Entities") and their respective parents, affiliates, subsidiaries, each of such company's officers, directors, employees, representatives, agents, advertising or promotion agencies or other individuals engaged in the development or production (together, the "Released Parties"), from all claims, debts, liabilities, demands, obligations, costs, fees, expenses, actions and causes of action whatsoever, of every nature, character and description (collectively, "Claims"), known and unknown, including, but not limited to, all those arising out of or in any way related to the Contest; these Official Rules (including the legality of these Official Rules or any portion hereof); Entrant's entry and/or eligibility in the Contest; the negligence of any Released Party; any Prize (including without limitation the receipt, non-receipt, acceptance, rejection, possession, misuse or use of any Prize and any travel related to any prize); any participation in the Contest; and any presence at any Contest-related or Prize-related venue (including without limitation any stadium or on the field or sideline thereof). Entrant represents and warrants that he or she owns and/or has the authority to release the Claims stated herein expressly waives Section 1542 of the California Civil Code, which provides: *A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.* Subject to applicable Federal, state, and local laws and regulations.

The Released Parties are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Contest; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Contest and/or accepting a Prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Released Parties are not responsible for any undelivered text messages or e-mails, including without limitation, e-mails that are not received because of an entrant's privacy or spam filter settings that may divert any winner notification or other Contest related e-mail to a spam or junk folder.

Without limiting anything in the foregoing and solely for purposes of clarity, each Entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, losses, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Contest, including, but not limited to, any Contest-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Contest; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in,

delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof), including, but not limited to, personal injury, death, or damage to or loss of property; (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If Sponsor determines (in its sole and absolute discretion) that, for any reason, the Contest is not capable of running as planned, or the integrity and/or feasibility of the Contest is undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of winners in a manner it deems fair and reasonable, including the selection of winners from among eligible entries received prior to such cancellation, termination, modification or suspension without any further obligation provided a sufficient number of eligible entries are received. If Sponsor, in its discretion, elects to alter this Contest as a result of a Force Majeure event, a notice will be posted at the Website.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

DISPUTES: THESE OFFICIAL RULES SHALL BE CONSTRUED AND INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO CHOICE OF LAW PRINCIPLES. AS A CONDITION OF PARTICIPATING IN THIS CONTEST, EACH ENTRANT AGREES THAT ANY AND ALL DISPUTES WHICH CANNOT BE RESOLVED BETWEEN THE PARTIES, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, EXCLUSIVELY BEFORE A COURT LOCATED IN CLARK COUNTY, NEVADA HAVING JURISDICTION. 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.

Publicity: By participating in the Contest and/or accepting a Prize, each entrant hereby grants to Sponsor and the Raiders Entities and their designee(s) a non-exclusive, royalty-free worldwide, perpetual right and license to use his/her name, biographical information, photos and likeness, voice recording, images and all related footage, and statements, including any recipes or accompanying images for Contest, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered worldwide including but not limited to television (including live television), radio, Internet, without notice, review or approval and without additional compensation except where prohibited by law.

Winners List: To receive a list of winners, mail a self-addressed, stamped envelope to: 2165 Green Vista Dr., Ste 206A, Sparks, NV 89431. Winner list requests must be received by [February 1, 2021].

Sponsor: Dairy Council of Nevada ("Sponsor"), 2165 Green Vista Dr., Ste 206A, Sparks, NV 89431.

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agents, representatives and employees (collectively, the "NFL Entities") will have no liability or responsibility for any claim arising in connection with participation in this contest or any prize awarded. The NFL Entities have not offered or sponsored this contest in any way.

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