

## **President Zest of Summer Sweepstakes** **Official Rules**

**NO PURCHASE NECESSARY TO ENTER.**

**A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.**

**OPEN TO ALL LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ("D.C.") WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY (19 OR OLDER IF A RESIDENT OF ALABAMA OR NEBRASKA).**

**VOID OUTSIDE THE 50 U.S./D.C. AND WHERE PROHIBITED BY LAW.**

The President Zest of Summer Sweepstakes (the "Sweepstakes") is sponsored and administered by MarketingLab, Inc., 701 Washington Avenue North, Suite 500 Minneapolis, MN 55401.

1. **OVERVIEW/ENTRY PERIODS:** The Sweepstakes starts on July 8, 2015 at 12:00 A.M. Eastern Time ("ET") and ends on September 8, 2015 at 11:59:59 P.M. Pacific Time ("PT") (the "Sweepstakes Period"). The Sweepstakes consists of nine (9) separate weekly sweepstakes (each, a "Weekly Sweepstakes") that will be conducted during the Sweepstakes Period. One (1) Grand Prize will be awarded in each Weekly Sweepstakes via a random drawing from among all eligible entries received during the applicable entry period, as described below. The entry period for each Weekly Sweepstakes ("Weekly Sweepstakes Period") is as follows:

Weekly Sweepstakes Period 1 begins at 12:00:01 AM ET on Wednesday, July 8 and ends on Tuesday, July 14 at 11:59:59 PM PT;

Weekly Sweepstakes Period 2 begins at 12:00:01 AM ET on Wednesday, July 15 and ends on Tuesday, July 21 at 11:59:59 PM PT;

Weekly Sweepstakes Period 3 begins at 12:00:01 AM ET on Wednesday, July 22 and ends on Tuesday, July 28 at 11:59:59 PM PT;

Weekly Sweepstakes Period 4 begins at 12:00:01 AM ET on Wednesday, July 29 and ends on Tuesday, August 4 at 11:59:59 PM PT;

Weekly Sweepstakes Period 5 begins at 12:00:01 AM ET on Wednesday, August 5 and ends on Tuesday, August 11 at 11:59:59 PM PT;

Weekly Sweepstakes Period 6 begins at 12:00:01 AM ET on Wednesday, August 12 and ends on Tuesday, August 18 at 11:59:59 PM PT;

Weekly Sweepstakes Period 7 begins at 12:00:01 AM ET on Wednesday, August 19 and ends on Tuesday, August 25 at 11:59:59 PM PT;

Weekly Sweepstakes Period 8 begins at 12:00:01 AM ET on Wednesday, August 26 and ends on Tuesday, September 1 at 11:59:59 PM PT;

Weekly Sweepstakes Period 9 begins at 12:00:01 AM ET on Wednesday, September 2 and ends on Tuesday, September 8 at 11:59:59 PM PT;

Entries received in an individual Weekly Sweepstakes Period are not included in subsequent Weekly Sweepstakes drawings.

After the winner for each Weekly Sweepstakes Period is selected and confirmed, his/her name will be listed the following week on [www.facebook.com/presidentcheeseus](http://www.facebook.com/presidentcheeseus).

2. **ELIGIBILITY:** This Sweepstakes is offered only to legal residents of the 50 United States and D.C. who are physically present in one of the 50 United States or the D.C. at the time of entry and who are 18 years of age or older at the time of entry (19 years of age or older if a resident of Alabama or Nebraska). Employees, officers and directors of MarketingLab, Inc., Lactalis American Group, Inc., their respective parent companies, affiliates, subsidiaries, advertising, promotion and production agencies, and their immediate family members (defined as spouse, parent, child, sibling, grandparent, grandchild and the “steps” of each) and persons living in the same household of each (whether related or not) are not eligible to enter. This Sweepstakes is subject to all applicable federal, state and local laws and regulations. Participation constitutes Entrant’s full and unconditional agreement to these Official Rules and Sponsor and Administrator’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Administrator’s computer shall be the official Sweepstakes Period clock.
3. **HOW TO ENTER:** You may enter online only. To enter, visit [www.facebook.com/presidentcheeseus](http://www.facebook.com/presidentcheeseus) (“Website”) during any Weekly Sweepstakes Period (as defined in Rule 1, above) and register for the Sweepstakes. An entrant may register by following all prompts and instructions on the Website to provide his/her valid email address and other requested information including, but not limited to, his/her first and last name, complete postal mailing address (a P.O. Box will not be accepted), date of birth and telephone number. In addition, Entrant may also upload one (1) digital photo of his / her best summer feta dish. The photo must comply with the “Photo Requirements/Content Restrictions” listed below. Failure to comply may result in disqualification. By properly completing the registration process, the Entrant will receive one (1) automatic entry into the prize drawing that corresponds to the Weekly Sweepstakes Period during which the entry was received. Limit of one (1) entry per person/email address per calendar day during the Sweepstakes Period. **As noted above, you must enter each weekly prize drawing separately; entries do not rollover from one Weekly Sweepstakes Period to the next.** In case of a dispute as to the identity of an Entrant, entry will be declared made by the authorized account holder of the email address submitted at time of entry. “Authorized account holder” is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

**Photo Requirements/Content Restrictions. The inclusion of a President Feta product in the photo is not required; inclusion of a product will in no way confer an advantage on an entry.** Your photo may not contain obscene, profane, lewd, defamatory or inappropriate images or text including but not limited to nudity, acts of violence or acts that appear to cause harm or are illegal/dangerous, as determined at Sponsor’s sole discretion. Failure to comply will result in disqualification of your entry and may, at Sponsor’s discretion, result in disqualification of the Entrant. Any photo or portion thereof which, in the Sponsor’s sole opinion, is obscene, profane, sexually explicit, lewd, defamatory, discriminatory, derogatory of any sexual orientation, ethnic, racial, gender, religious, professional or age group, portrays the President brand or any company’s brand in a negative way, contains any content owned by third parties or otherwise violates or infringes (or may infringe) any copyright, trademark, logo, mark, that identifies a brand or other proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity, contains personal information such as license plate numbers, names, email addresses or phone numbers, or is otherwise objectionable, may not be approved for inclusion in the Sweepstakes and may disqualify the photo and related entry and the Entrant who submitted it. The above list is not intended to be exhaustive. Sponsor may reject and disqualify any photo and related entry if, in its sole discretion, Sponsor deems the

photo to be inappropriate for inclusion in the Sweepstakes, and may disqualify an Entrant on the same basis. Consistent with the foregoing restrictions, clothing worn or props/items used in your photo must not contain any visible logos, drawings, cartoons, phrases, trademarks or other third-party materials. All photos must be the sole, original work of the Entrant. Entrants may not copy or otherwise plagiarize any photo component (in whole or in part) from any third-party source. By submitting a photo, you hereby grant the Sponsor, Lactalis American Group, Inc. ("Lactalis"), their respective affiliates, subsidiaries, assigns, licensees, designees and legal representatives the irrevocable, perpetual, worldwide digital and other rights to use, reproduce, edit, market, store, distribute, have distributed, publicly and privately display, communicate, publicly and privately perform, transmit, have transmitted, create derivative works based upon, and promote the photo or excerpts of the photo (as such may be edited and modified by the Sponsor at its discretion) for editorial, commercial, promotional and all other purposes (including without limitation posting on Sponsor- or Lactalis-affiliated websites, social media sites and/or other Sponsor- or Lactalis-selected media). In addition, you hereby assign to the Sponsor and Lactalis all rights, title, and interest that you may be deemed to have in any reproduction, product, or derivative work using or incorporating the photo. You further agree to waive any moral rights in the photo. By submitting a photo in the Sweepstakes, you agree that your photo is gratuitous, unsolicited and without restriction, and will not place Sponsor under any obligations other than those contained in these Official Rules, and that Sponsor is free to disclose the ideas contained in the photo on a non-confidential basis to anyone or otherwise use the ideas therein without any compensation to you. You further acknowledge that Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you.

By entering the Sweepstakes, you understand and acknowledge that you will not now or in the future be paid or compensated in any way for your photo or for granting the Sponsor any of the rights set out in these Official Rules. You further acknowledge that Sponsor is not obligated to make use of any of the rights granted in these Official Rules. **Each Entrant attests that he/she has made any other persons who may be depicted in the photo (or parent/legal guardian of any depicted person who is a minor) aware that Entrant is submitting a photo of them in this Sweepstakes, and that all such persons depicted (or parent/legal guardian of any depicted person who is a minor) have agreed that Entrant may submit such entry.** Proof of such agreement may be required at any time and in any form deemed reasonable by Sponsor; failure to comply will result in disqualification.

#### 4. DRAWINGS, PRIZES AND ODDS OF WINNING:

**Drawings.** On or about the day following the end date of each Weekly Sweepstakes Period, the Sponsor will conduct a random drawing from among all eligible entries received in that Weekly Sweepstakes Period to select one (1) winner of the prize described below:

**Prize.** A total of nine (9) prizes will be awarded one (1) per drawing. Each prize will consist of a Zest For Summer Culinary Collection Gift Box. The gift box includes: one (1) Salad Spinner (ARV: \$50.00), one (1) Wooden Salad Bowl and Spoon (ARV: \$95.00), one (1) Wood Serving Platter (ARV: \$70.00), one (1) set of four (4) kitchen towels (ARV: \$20.00) and ten (10) Free President Product Coupons (up to \$10.00) (ARV: \$100.00).

The Approximate Retail Value ("ARV") of each prize is \$335.00. Total Approximate Retail Value ("ARV") of all nine (9) prizes: \$3,015.00.

The prizes consist only of the items described herein. A prize winner may not assign, sell or otherwise transfer his/her prize to another person. No cash redemptions allowed. No prize substitution is allowed except at the discretion of Sponsor or as provided herein. If the prize or

any component thereof cannot be awarded due to circumstances beyond the control of Sponsor, a substitute prize (or prize component) of equal or greater value will be awarded in lieu thereof. Each winner will be responsible for all federal, state and local income taxes resulting from acceptance of his/her prize. Limit one (1) prize per household.

**Odds of Winning.** The odds of winning a prize depends on the total number of eligible entries received in each Weekly Sweepstakes Period corresponding to each Weekly Sweepstakes drawing.

5. **HOW TO CLAIM A PRIZE:** Each prize winner will be notified via email and/or telephone with instructions on how to claim the prize. If a potential prize winner is found to be ineligible or not in compliance with these Official Rules, declines to accept his/her prize, or if Sponsor is unable to contact a potential prize winner within ten (10) days of the date of the applicable drawing, or in the event that a prize notification is returned as undeliverable, the corresponding prize will be forfeited and, in the Sponsor's sole discretion, the prize may be awarded to an alternate winner in a random drawing from among the remaining entries in the applicable drawing pool. Each prize winner may be required to furnish proof of identification. Before being declared a prize winner, the potential winner will be required to execute and return an Affidavit of Eligibility, Liability Release and, where permitted by law, a Publicity Release within ten (10) days from the date it is postmarked as having been sent by the Sponsor or its representative, or the prize may (in Sponsor's sole discretion) be forfeited and, in Sponsor's sole discretion, awarded to an alternate winner in a random drawing from among the remaining entries in the applicable drawing pool.
6. **LIMITATION OF LIABILITY:** Sponsor and Lactalis American Group, Inc. are not responsible for: (i) electronic transmissions or entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, or not received by Sponsor for any reason; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries, or for deletion, theft or destruction of, unauthorized access to, or alteration of, entries; (iii) failed or unavailable hardware, network or software; (iv) causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes; (v) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Sweepstakes; (vi) any typographical or other error in any printing or advertising relating to the Sweepstakes, in the administration or execution of the Sweepstakes, or in the announcement of the prize winners; or (vii) cheating or fraud by any Entrant. All incomplete or non-conforming entries will be disqualified.

If for any reason the Sweepstakes cannot be executed as planned, including but not limited to any printing, administrative, human or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes corrupted in any way, electronically or otherwise, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes without notice. If the Sweepstakes is terminated prior to the end date of a Weekly Sweepstakes Period, the prize for that Weekly Sweepstakes Period will be awarded in a random drawing from among all eligible, non-suspect entries received in that Weekly Sweepstakes Period prior to the time/date of termination. Thereafter, no further drawings will be conducted and no further prizes will be awarded. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process or the operation of the Sweepstakes, or

who acts in violation of these Official Rules or in a disruptive manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that term.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES OR OTHER REMEDIES FROM ANY PERSON RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

By entering, each Entrant agrees to indemnify, release, defend and hold harmless the Sponsor, Lactalis, their respective parent companies, affiliates, subsidiaries, and the officers, directors and employees of each of the foregoing, (collectively, the "Released Parties") from and against any and all liability for loss, harm, damage, injury, cost or expense whatsoever arising from or in connection with participation in the Sweepstakes or the acceptance, possession and/or use/misuse of a prize (if awarded to him/her).

By accepting a prize, each winner acknowledges that the Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize or any portion thereof, including but not limited to its quality, mechanical condition or fitness for a particular purpose.

7. DISPUTES/VENUE/GOVERNING LAW:

By participating, entrants agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with, this Sweepstakes or any prize shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal, state or local court located in Hennepin County, Minnesota; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

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 the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules (whether of Minnesota or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than Minnesota.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be

invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

8. **PERSONAL INFORMATION:** Any personally-identifiable information collected during an Entrant's participation in this Sweepstakes will be collected by Sponsor or its agents and used by Sponsor, its affiliates and agents only for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules, and in accordance with any opt-ins an Entrant may have agreed to during the registration process.
9. **PUBLICITY RIGHTS:** By participating in the Sweepstakes and/or accepting a prize, each Entrant agrees to allow Sponsor and/or Sponsor's designees the perpetual right to use his/her name, biographical information, photos and/or likeness, and statements for promotion, 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, on the Internet, without further notice, review or approval, and without compensation, except where prohibited by law.
10. **GENERAL:** By entering this Sweepstakes, Entrants agree to abide by and accept these Official Rules and the decisions of Sponsor, which shall be final and binding in all matters relating to this Sweepstakes. Entrants waive any right to claim ambiguity in these Official Rules. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, human or other errors, there is more than one (1) person notified as a potential prize winner, intended, a random drawing from among all such notified Entrants will be held to determine the actual prize winner. All entries become the property of Sponsor and will not be returned.
11. **WINNERS LIST:** For a list of prize winners, print your name and address on a 3"x 5" card and mail it in an envelope with proper postage affixed to: Winners List, President Zest For Summer Sweepstakes, MarketingLab, Inc. 701 Washington Avenue North, Suite 500 Minneapolis, MN 55401. Winners List requests will only be accepted after the Sweepstakes Period end date (listed above), and requests must be received no later than October 16, 2015.

Sponsored by MarketingLab, Inc., 701 Washington Avenue North, Suite 500, Minneapolis, MN 55401.

© 2015 MarketingLab, Inc. All rights reserved.

Abbreviated Rules:

**No Purchase Necessary.** Starts 7/8/15. Ends 9/8/15. Open to legal residents of 50 U.S or D.C., age 18+ (19+ in AL and NE). Void where prohibited. 9 weekly drawings with separate entry periods. For details, rules and how to enter, see Official Rules at [facebook.com/presidentcheeseus](https://facebook.com/presidentcheeseus). Online entry only.