

Shamrock Farms Roxie Birthday Design Contest

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Shamrock Farms Roxie Birthday Design Contest (the "Contest") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least thirteen (13) years old at the time of entry. If you are a minor, you must have express permission from your parent to enter and accept the prize. Employees of Shamrock Foods Company, Current Global, Merkle Inc., and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

2. Sponsor: Shamrock Foods Company, 3900 East Camelback Rd, Suite 300, Phoenix, AZ 85018.
Administrator: Merkle Inc., 3000 Town Center, Floor 21, Southfield, MI 48075.

3. Agreement to Official Rules: Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Contest. Winning the prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Contest begins on April 26, 2022 at 12:00 a.m. Eastern Time ("ET") and ends on May 20, 2022 at 11:59 p.m. ET (the "Contest Period"). Instagram and Twitter's servers are the official time-keeping devices for the Contest. Entrants may opt to enter by mail rather than posting content on Instagram or Twitter.

5. How to Enter: Entrants may create their own content to enter, or they may submit Contest entries created by their minor child/ward. In either case, winner is the person who submitted the content. There are three (3) ways to enter the Contest:

During the Contest Period, take the following actions to create your Contest entry:

- A. Locate the Contest image on @shamrockfarms Twitter page, @shamrockfarmsmilk on Instagram, or linked [here](#) and print it.
- B. Decorate the Contest image (your "Contest Entry") to create an original birthday outfit for Roxie by hand, using colored pencils, crayons, markers, paint, colored paper (no print or patterns), or similar. You may not use any content that you did not create yourself, including but limited to stickers, images from the Internet or an online application, to create your Contest Entry. You may not add udders to your Contest Entry. *Your Contest Entry must not include intricate patterns or design components (like glitter or any other texture) that cannot feasibly be included if Sponsor chooses to use the Contest Entry on its product packaging. Your Contest Entry should not include content solely associated with holidays or celebrations other than "Birthdays."*

Contest Entry Content Restrictions:

- The Contest Entry must be your original work (or the original work of entrant's minor child/ward);
- The Contest Entry must not convey any claims of Sponsor's products or services that would be deemed unsubstantiated or deceptive if made by Sponsor;
- The Contest Entry must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, or intellectual property rights, or that constitutes copyright infringement. Therefore, the Contest Entry must not contain brand names or trademarks other than those owned by Sponsor or images or artwork created by someone other than entrant (or entrant's minor child/ward);
- The Contest Entry must not disparage Sponsor, or any other person or party;
- The Contest Entry must not promote or reference alcohol, illegal drugs, tobacco, or

- firearms/weapons, any activities that are or appear to be dangerous, or any political agenda;
- The Contest Entry must not contain material that is inappropriate, offensive, indecent, obscene, sexually explicit, tortious, defamatory, slanderous or libelous;
- The Contest Entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- The Contest Entry must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

Submit your Contest Entry during the Contest Period on Instagram, Twitter or by Mail as follows:

- A. To enter on Instagram or Twitter, you must have a **public** Twitter or Instagram account (each a “Social Account”). Creating each Social Account is free but is subject to the applicable terms and conditions (<http://twitter.com/tos>) or (<http://instagram.com/about/legal/terms/#>). **If entering via a mobile device and using your wireless carrier’s network, standard data charges from your wireless carrier may apply.** Next take the following steps:
1. Follow @shamrockfarms (Twitter) or @shamrockfarmsmilk (Instagram) on your selected Social Account.
 2. Take a photo of your Contest Entry and post it on your selected Social Account and include the hashtag #RoxieBDayDesignContest within the caption of your original post or Tweet. Retweets, Instagram stories, and Instagram posts where the hashtag is included in a comment rather than the caption of the original post will not be deemed entries.
 3. You must not change your Instagram or Twitter handle once you have posted your Contest Entry and until the prize is awarded (as described in Section 8); and
 4. Your account settings must remain public until the prizes are awarded (as described in Section 8).

Your Tweet/Post need not include any reference, positive or negative, to Sponsor’s products or services. Including such a reference in your social post will not improve your chances of winning.

- B. **Enter via Mail:** During the Contest Period, hand print your name, address, phone number, email address, and Entrant’s date of birth on a 3" x 5" piece of paper and mail it along with your Contest Entry in an envelope with proper postage to “Shamrock Farms Roxie Birthday Design Contest,” c/o Merkle Inc., P.O. Box 5022, Department 852871, Kalamazoo, MI 49003-5022. You will receive one (1) entry into the Contest for each decorated image you include in your envelope. Limit: up to three (3) entries per envelope. All mail-in entries must be handwritten and must be postmarked by May 20, 2022 and received by May 27, 2022. All entries become the exclusive property of Sponsor, and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

By posting on Twitter or Instagram or mailing in your Contest Entry, you agree that it conforms to these Official Rules and that Sponsor, in its sole discretion, may disqualify you if it believes that it fails to conform. Where your Contest Entry meets all requirements, it will be deemed one (1) Contest entry.

Limit: Each entrant may upload or mail in up to three (3) Contest Entries during the Contest Period. Contest Entries received from any person in excess of the stated limit will be void. Contest Entries generated by script, macro or other automated means are void. Multiple entrants are not permitted to share the same Twitter or Instagram account. Any attempt by any entrant to obtain more than three (3) entries by using multiple/different Twitter or Instagram accounts, identities, registrations and logins, or any other methods will void that entrant’s entries and that entrant may be disqualified. In the event of a dispute as to any registration, the authorized account holder of the Twitter or Instagram account used to register will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address

by an Internet access provider, online service provider or other organization responsible for assigning email addresses used to create the Twitter or Instagram account. The potential winner may be required to show proof of being the authorized account holder. *Released Parties (as defined in Section 10, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Contest Entries or failure to receive Contest Entries due to limitation of third-party social network platforms; all of which will be void.*

6. Sponsor's Use of Contest Entries: Posting a Contest Entry on Instagram or Twitter constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Contest Entry.

7. Winner Determination: A panel of qualified judges, determined by Sponsor in its sole discretion, will select the entrant with the highest-scoring Contest Entry ("Potential Winner") based on the following Judging Criteria:

- Quality (33%);
- Creativity (33%); and
- Visual Appeal (34%).

In the event of a tie, the entrant whose Contest Entry received the highest score for "Visual Appeal", as determined by the qualified judges, in their sole discretion, will be deemed the potential Winner from among the tied entrants. Sponsor reserves the right not to select a winner if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Contest Entries. Sponsor will not disclose judging scores.

8. Winner Requirements: On or around June 17, 2022, potential winner will be notified by @shamrockfarms on Twitter or @shamrockfarmsmilk on Instagram if they entered through a social channel or by email if potential winner entered by mail. If potential winner entered through a social channel, he/she will be directed to a secure online claim form and asked to provide his/her name, mailing address and date of birth to confirm eligibility within three (3) days of the date notice or attempted notice is sent to claim the prize. Next, the potential winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release ("Declaration") which must be received by Administrator within four (4) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of the prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information, within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits the prize. In consideration for receipt of the prize winners will be asked to sign additional documents confirming that they shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Contest Entry and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Contest Entry for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each winner accepts and acknowledges that Sponsor shall not be obligated to use the Contest Entry and that Sponsor in its sole discretion shall have the right to refrain from using the Contest Entry. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each winner will indemnify Sponsor, Released Parties, and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms. Nothing in these Official Rules is an offer or contract of employment of any kind with any entity. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the prize will remain un-awarded.

9. Prize: ONE (1) GRAND PRIZE: A \$10,000 cash prize to be fulfilled via an ACH bank transfer. Approximate Retail Value ("ARV"): \$10,000.

Prize is non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Prize will be fulfilled 8 – 10 weeks after the end of the Contest.

10. Release: By receipt of any prize, winner agrees to release and hold harmless the Sponsor, Administrator, Current Global, Twitter, Inc., Instagram Inc., and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employers, and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

11. Publicity: Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, including winner's Twitter or Instagram profile photo (where applicable), Contest Entry, and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

12. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest if any fraud, technical failures, human error, any other factor impairs the integrity or proper functioning of the Contest, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Contest, including but not limited to fulfillment of the prize, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winner from among all non-suspect, eligible Contest Entries received up to time of such action using the judging procedure outlined above. Sponsor may also modify the prize offered. In addition, Sponsor reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

13. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Contest Entry process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Contest Entries, the announcement of the prize, or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. Released Parties are not responsible for misdirected or undeliverable Contest Entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled, or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Contest Entry.

14. Disputes: Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs

incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

15. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy <https://www.shamrockfarms.net/our-story/privacy-policy/>.

16. Winner List: For a winner list, please click [here](#). The winner list will be posted after winner confirmation is complete.

© 2022 Merkle Inc. All rights reserved.

This promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter, Inc. or Instagram, Inc.

Shamrock Farms Roxie Birthday Design Contest
ABBREVIATED DISCLOSURES FOR ADVERTISING

When you post the rules to your site, these should be removed.

Abbreviated rules for online Ads – Banner

NO PURCHASE NECESSARY. Enter Contest by: May 20, 2022. See Official Rules for entry details, visit

<http://www.shamrockfarms.net/wp-content/uploads/2022/04/255324-Shamrock-Farms-Roxie-Birthday-Design-Contest-Final-Rules5.pdf>

Abbreviated Rules for Twitter:

Best Practice and Required where the CTA includes purchase OR has a really short time deadline:

Include Image in Tweet that has copy included with CTA and the following disclosure language (in font size and color that is easily readable):

No Purchase Necessary, U.S only 13+, See Official Rules for all entry requirements & how to enter by mail. Enter by 05/20/22.

In Tweet text include: Hashtag Rules:

<http://www.shamrockfarms.net/wp-content/uploads/2022/04/255324-Shamrock-Farms-Roxie-Birthday-Design-Contest-Final-Rules5.pdf>

Abbreviated Rules for online Ads – Not a Banner

NO PURCHASE NECESSARY. Legal residents of the 50 United States (D.C.), 13 years or older. Enter Contest by: 05/20/22. For Official Rules, including entry details including how to enter by mail, & prize description, visit

<http://www.shamrockfarms.net/wp-content/uploads/2022/04/255324-Shamrock-Farms-Roxie-Birthday-Design-Contest-Final-Rules5.pdf>

Void where prohibited.