

DeLaval, Inc.
"Caption This" CONTEST

OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN THE CONTEST, AND NO PURCHASE WILL INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. AS A CONDITION TO ENTER THIS CONTEST, YOU WILL BE REQUIRED TO ASSIGN SOME OF YOUR RIGHTS IN YOUR ENTRY TO THE SPONSOR. PLEASE READ THE ENTRY REQUIREMENTS BELOW FOR DETAILS.

1. **SPONSOR:** The Sponsor of the "Caption This" Contest (the "Contest") is DeLaval Inc., 3000 Lakeside Drive, Suite 305 South, Bannockburn, IL 60015 ("Sponsor"). The "Contest Entities" means Sponsor and its parents, subsidiaries, affiliates, owners, managers, officers, employees and their advertising agencies, promotional partners and prize providers associated with the Contest (each individually a "Contest Entity"). The Contest is not sponsored, endorsed or administrated by, or associated with, Facebook in any way.
2. **CONTEST PERIOD:** Contest begins at 8:00 a.m. CDT on **Sunday, April 18, 2021** and will end at 11:59 p.m. CDT on **Friday, April 23, 2021** (the "Contest Period").
3. **ELIGIBILITY:** The Contest is open to legal residents of the fifty (50) United States (including the District of Columbia) and Canada who are at least eighteen (18) years of age on the entry date and who have a Facebook account. Employees, agents, officers, directors, members, managers, and owners of Sponsor or any Contest Entity, and each of their immediate family members (spouse, parents, legal guardian, siblings, and children) and those individuals living in their same household are not eligible to enter or win. Sponsor reserves the right to verify eligibility of all entrants, and entries submitted by entrants who do not meet the eligibility requirements are void. The Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited by law.
4. **HOW TO ENTER:** During the Contest Period, (i) visit the Sponsor's Facebook page (for US residents: <https://www.facebook.com/DeLavalUS>) and (for Canadian residents: <https://www.facebook.com/DeLavalCA>), and (ii) find the "Caption This" post announcing the Contest ("Post") and (iii) comment a caption for the photo attached; Limit one (1) entry per Facebook account during the Contest Period. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed to be submitted by the person in whose name the Instagram account is registered on the date the entry is submitted.
5. **WINNER SELECTION AND NOTIFICATION:** Sponsor will select one (1) winner per Facebook page (one for US page and one for Canada page). Contest entries will be judged by Sponsor in accordance with the following judging criteria: Originality (50%), Creativity (30%) and Sincerity (20%) ("Judging Criteria"). The caption must be appropriate. The winner will be selected by Sponsor in its sole discretion and will be deemed the potential winner (the "Potential Winner"). Sponsor will notify the Potential Winner via Facebook. If the Potential Winner does not respond to the prize notification by the indicated deadline and/or in the manner described in the notification from Sponsor, he/she will be disqualified and an alternate winner will be selected by Sponsor based on the Judging Criteria ("Alternate Potential Winner"). Sponsor will repeat the winner selection procedures set forth in this section until a qualified winner has been selected. Upon Sponsor's request, a Potential Winner or Alternate Potential Winner may be required to sign and return an Affidavit of Eligibility and/or a Release of Liability/Publicity Release to be eligible to win and/or claim the Prize. Winners will be announced via Sponsor's Facebook and/or Twitter accounts. A Potential Winner who is a Canadian resident must correctly answer a time-limited mathematical skill-testing question, without assistance of any kind (whether mechanical or otherwise) administered at a mutually agreeable time to claim a prize, otherwise the prize will be forfeited.
6. **PRIZE:** The prize will consist of one (1) \$100.00 USD gift code to the DeLaval retail site for the winner of the USA page and one (1) \$100.00 CAD gift code to the DeLaval retail site for the winner of the Canada page, approximate retail value ("ARV") is one hundred dollars (100.00 USD) and (\$100.00 CAD). No cash or other substitution, assignment or transfer of any Prize is permitted, except by Sponsor, who reserves the right to substitute the Prize or prize component with cash or another prize of comparable or greater value. All Prizes subject to availability. All Prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation any implied warranty of merchantability or fitness for a particular purpose). Acceptance, participation in and/or use of the Prize or any prize portion is at the winner's sole risk and Sponsor is not responsible for any damages whatsoever including special, indirect, or consequential damages, arising out of or in connection with participation in and/or the use and/or misuse of any Prize or prize portion accepted by a winner. The winner will be solely responsible for all federal, state, and local taxes and fees and other expenses associated with his/her Prize receipt and/or acceptance and use of such Prize that are not expressly included in the Prize description. The Prize Winner may be issued a 1099 tax form for the ARV of the Prize.
7. **PUBLICITY:** Except where prohibited by law, each winner's entry, acceptance and/or participation in the Prize or prize component constitutes the winner's irrevocable, sub-licensable, absolute right and permission for the Sponsor and Contest Entities to use, publish, post or display that winner's name, photograph, likeness, statements, biographical information, voice, city and state address, prize information, any quotes attributable to him or her and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Contest Entities' sole discretion) for advertising, trade, promotional, publicity or any other legal purposes on a worldwide basis, and in all forms of media and

formats whether now known or later developed or invented, in perpetuity, without further authorization, opportunity to review, attribution, approval, notification, or compensation of any kind and each entrant releases all Contest Entities from any and all liability related thereto. Nothing contained in these Official Rules obligates the Contest Entities to make use of any of the rights granted herein and winner waives any right to inspect or approve any such use.

8. **PRIVACY POLICY:** In order to participate in the Contest and/or claim the Prize, entrants may be required to supply certain personal information to Sponsor. Sponsor will specify which information is mandatory in order to participate in the Contest and/or claim a Prize. This information will be used by Sponsor for the purposes of administering the Contest, and may be shared with other Contest Entities. The personal information will be collected, processed and used in accordance with Sponsor's Privacy Policy (at www.delaval-us.com/About-this-website/disclaimer).
9. **ADDITIONAL ENTRY RIGHTS/CONDITIONS:** Sponsor and the Contest Entities will have the right to edit, adapt, publish and otherwise exploit any or all of the entries (which shall be deemed to include without limitation the Photo and any personal or identifying information about the entrant contained in the entry except where prohibited by law), and may use them in any media now or hereafter known or devised throughout the universe in perpetuity for any purpose without attribution or compensation to the entrant, his/her successors or assigns, or any other entity. FOR GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, SUBMITTING AN ENTRY IN THE CONTEST CONSTITUTES ENTRANT'S GRANT OF AN IRREVOCABLE, UNLIMITED, WORLDWIDE, ROYALTY-FREE LICENSE TO SPONSOR IN PERPETUITY TO USE AND EXPLOIT THE ENTRY IN ANY MANNER OR MEDIA AND BY ALL MEANS WHATSOEVER WHETHER NOW KNOWN OR HEREAFTER DEVISED. FURTHER, ENTRANT RELEASES, INDEMNIFIES AND HOLDS SPONSOR AND THE CONTEST ENTITIES HARMLESS FROM ANY AND ALL LIABILITY IN CONNECTION WITH THE ENTRY SUBMITTED. By submitting an entry, you warrant and represent that (i) your entry is 100% original to and created solely by you and that the entry does not incorporate any material owned by any third party, (ii) you have the full and exclusive right and authority necessary to submit the entry in the Contest and to grant the rights granted herein without permission from or payment to any third party, and (iii) that use of the entry as described herein or in any other manner by Sponsor and/or the Contest Entities will not violate any law or infringe upon the copyright, trademark, privacy, publicity or any other rights of, or defame or constitute a slander of, any third party. If, in the opinion of the Sponsor, the entry violates any law or infringes upon the rights of any third party, the Sponsor may disqualify the entry.
10. **GENERAL CONDITIONS:** By entering the Contest, each entrant acknowledges and agrees to fully and unconditionally comply with and be bound by these Official Rules, the Sponsor's Privacy Policy and Terms of Use (at www.delaval-us.com/About-this-website/terms), any applicable Facebook rules or obligations, and all applicable laws, as well as the decisions of Sponsor, which are final and binding in all respects. An entrant must comply with all terms and conditions of these Official Rules, and winning a Prize is contingent upon fulfilling all requirements. Sponsor reserves the right to modify the scheduling of the Contest without prior notification, and the right to make changes or additions to these Official Rules for any reason at any time. Sponsor reserves the right to cancel, terminate, suspend or modify the Contest if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of the Contest, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the Prizes from among the eligible entries received up to the time of the impairment. Sponsor reserves the right in its sole discretion 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 these Official Rules, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or Facebook or 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 from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entries that are deemed by the Sponsor to be immoral, obscene, profane, lewd, or not in keeping with Sponsor's image or in violation of these Official Rules may be disqualified.
11. **RELEASE/LIMITS OF LIABILITY:** BY ENTERING THE CONTEST, EACH ENTRANT AGREES TO RELEASE AND HOLD HARMLESS, SPONSOR, THE CONTEST ENTITIES, FACEBOOK, TWITTER, THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES AND ASSIGNS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, FROM AND AGAINST ANY LOSSES, DAMAGES, RIGHTS, CLAIM OR CAUSE OF ACTION OF ANY KIND ARISING, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, OUT OF PARTICIPATION IN THE CONTEST, PARTICIPATION IN ANY CONTEST RELATED ACTIVITY, OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, PARTICIPATION IN, USE, OR MISUSE OF ANY PRIZE OR PORTION OF A PRIZE AWARDED IN CONNECTION WITH THE CONTEST, INCLUDING WITHOUT LIMITATION (A) ANY CONTEST DISRUPTIONS, LOSSES, PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, (B) CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY, (C) LOST, LATE, INELIGIBLE, DAMAGED OR MISDIRECTED ENTRIES, OR ANY TYPOGRAPHICAL, TRANSMITTING ERROR OR OTHER ERRORS IN THE ENTRIES, DISPLAY OR PRINTING OF THE OFFER, (D) ADMINISTRATION OF THE CONTEST, PROCESSING OF THE ENTRIES, WINNER SELECTION, OR THE ANNOUNCEMENT OF THE PRIZE, (E) TECHNICAL, HARDWARE OR SOFTWARE FAILURES OF ANY KIND, FOR LOST OR UNAVAILABLE NETWORK CONNECTIONS, OR FAILED, INCOMPLETE, GARBLED OR DELAYED TRANSMISSIONS OR ANY OTHER TECHNICAL OR HUMAN ERROR OF ANY KIND. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SPONSOR'S WEBSITES OR SOCIAL MEDIA PLATFORMS IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

By entering a Contest, the entrant agrees to the following statement: I expressly understand that Section 1542 of the Civil Code of California provides substantially as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The provisions of this Section 1542 of the Civil Code of California and any similar law of any state, territory, or other jurisdiction are hereby expressly waived.

12. **DISPUTES:** Except where prohibited, as a condition of participating in a Contest, each entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with the Contest or any Prize awarded will be resolved individually, without resort to any form of class action, and brought exclusively in the appropriate state or federal court located in the State of Illinois, and each entrant accepts and submits to the personal jurisdiction of these courts with respect to any disputes, claims, causes of action, legal actions, suits or proceedings arising out of or related to a Contest; (ii) any and all claims, judgments and awards on behalf of entrant will be limited to actual out-of-pocket costs incurred, if any, but in no event attorneys' fees, and in no event to exceed two hundred fifty dollars (\$250.00); (iii) 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 not to exceed two hundred fifty dollars (\$250.00), and waives any and all rights to have damages multiplied or otherwise increased; and (iv) the Contest and any dispute arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the internal laws of the State of Illinois without giving effect to its conflicts of law or choice of law principles or rules that would cause the application of any other state's laws.
13. **WINNER'S LIST:** To find out who won, send a self-addressed, stamped envelope to: "**Caption This**" Contest, c/o DeLaval Inc., 3000 Lakeside Drive, Suite 305 South, Bannockburn, IL 60015. Requests must be received no later than three (3) months following the end of the Contest Period.