

# American Dairy Association North East 2021 School Yogurt Equipment Program Official Rules

No purchase necessary.

The program is sponsored by American Dairy Association North East (“Sponsor”).

## 1. HOW DO I ENTER FOR MY SCHOOL?

The program begins on Feb. 15, 2021 and ends on March 12, 2021. To be eligible, all entries must be submitted online using the official form at:

<https://americandairy.wufoo.com/forms/tell-us-your-yogurt-plan/>

and must be received by 11:59 pm on the deadline date of March 12, 2021. Complete information must accompany the entry, including proposed tactics to implement the plan in at least two (2) schools within the entrant’s district, during the period of April 26<sup>th</sup> - May 21<sup>st</sup>, 2021. Also, pre and post yogurt sales data must be provided for both schools on the data collection forms which will be supplied by Sponsor upon selection.

All entries must be submitted according to all applicable directions as listed on the form, or the entry will be void. Those who do not fill in all the required fields will be disqualified. Void where prohibited or restricted by law. Winning schools will be subject to verification by Sponsor. If a potentially winning school is determined to be ineligible, an alternate winning school may be selected, at Sponsor’s sole discretion.

## 2. WHO IS ELIGIBLE TO ENTER?

The program is open only to school nutrition directors at schools in the ADANE territory, operating under the Federal school nutrition feeding programs. The territory includes all of New York, New Jersey, Pennsylvania, Maryland and Delaware, as well as the District of Columbia and select counties of Virginia.

## 3. HOW DO I KNOW IF MY DISTRICT HAS WON?

If your plan is selected, you will be notified by email the week of March 15<sup>th</sup> and must confirm your participation by March 22<sup>nd</sup>. Confirmation email will include SMA link to collect pre/post data. This must be submitted in accordance with the instructions.

## 4. WHAT CAN MY SCHOOLS WIN?

Available prizes include the follow three optional packages. For all winning districts, only one (1) prize package will be awarded per specified school, for a total of no more than two (2) prize packages per district.

- **Optional Prize Package #1**  
1 glass door counter cooler merchandiser, 4 insulated bags with dividers, Approximate Retail Value (ARV) **\$3,000**
- **Optional Prize Package #2**  
1 Vitamix blender, 2 hand cart systems with insulated bags with dividers, Approximate Retail Value (ARV) **\$3,000**
- **Optional Prize Package #3**  
1 transit cart, 9 insulated bags with dividers, 4 hand carts, Approximate Retail Value (ARV) **\$3,000**

Odds of winning are based on the total number of eligible submissions received. Prizes will be awarded based on the sole discretion of Sponsor. No substitution or transfer of prize or cash redemption is permitted. Sponsor may, at its sole option and discretion, substitute another prize they believe is of equal or greater value. Taxes, if any, are solely the winners' responsibility.

#### **4. ADDITIONAL INFORMATION**

Decisions made by Sponsors are final in all matters, including interpretation of these Official Rules and awarding of the Prize(s).

If legitimately claimed, the Prize(s) will be awarded. All expenses not specified herein, including, without limitation, all federal, state and local taxes, are each winner's sole responsibility.

#### **5. LIMITATIONS ON LIABILITY/OTHER REQUIREMENTS**

All entrants, as a condition of entry, agree to be bound by these Official Rules and the decision of Sponsors. All Prize claims and winner materials will be verified by program judges. If this program is not capable of running as planned, including, because of any infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or other cause beyond Sponsors' control which corrupts or threatens to corrupt or adversely affects the administration, security, fairness, integrity or proper conduct of the program, Sponsor reserves the right, in its sole discretion, to cancel, suspend and/or modify this program. Each winner releases the Sponsor, its affiliates and all employees, advertising agencies, agents, and representatives from all liability, claims, actions, and responsibility of any kind whatsoever for injuries, damages, or losses to persons and property which may be sustained in connection with the receipt, ownership or use of any Prize or while traveling to and from a location to obtain or use any Prize. Further, no responsibilities are accepted for any additional expenses, omissions, delays, re-routing or any acts of government or authority.

**Neither Sponsor nor its affiliates make any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the use of any Prize including, without limitation, quality merchantability, or fitness for a particular purpose.**

Sponsor and its affiliates are not responsible for technical, hardware, software, or server malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled, corrupted or delayed electronic communications caused by Sponsor or its affiliates, the user or by any of the equipment or programming associated with or utilized in this program or by any human error which may occur in the processing of the entries in this program and which may limit a participant's ability to participate. Sponsor is not responsible for any injury or damage to an entrant's or any other person's computer related or resulting from downloading any portion of this program. Entries that are incomplete, illegible or corrupted are void and will not be accepted. Entries generated by a script, macro or other automated means will not be accepted. Any person who supplies false information, enters by fraudulent means, or is otherwise determined to be in willful violation of these Official Rules will be disqualified. The program shall be governed by, construed and enforced in accordance with the laws of the State of New York. Each entrant agrees to not knowingly: damage or cause interruption of the program; prevent others from using the program; or obtain or modify

another user's non-public account information without their consent. Submission of an entry is acknowledgement of and agreement to be bound by all terms and conditions of these Official Rules.

**CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM VIOLATES CRIMINAL AND/OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY ENTRANT MAKING SUCH AN ATTEMPT AND SPONSOR MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.**

Sponsor reserves the right to modify these Official Rules in any way and at any time.

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