

Cheestrings® and NBA School Spirit Contest (“**Contest**”)  
**Official Contest Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. THIS CONTEST IS OPEN TO RESIDENTS OF CANADA EXCEPT ANY RESIDENTS OF QUEBEC AND IS GOVERNED BY APPLICABLE CANADIAN LAW.**

Contest brought to you by NBA Properties, Inc. (“**Sponsor**”), The Contest prize supplier is the Sponsor and Parmalat Canada Inc. d/b/a Lactalis Canada (“**Lactalis Canada**”), (collectively, the “**Prize Supplier**”). No purchase necessary. Contest is void in whole or part where prohibited by law. See Eligibility section below for further details. Participation in the Contest constitutes full and unconditional agreement and acceptance of these Official Contest Rules (the “**Rules**”) (which may be amended by Sponsor from time to time in its sole discretion). All dollar amounts are in Canadian funds (\$CDN) unless otherwise noted.

By taking part in this Contest, you accept and agree to be bound by these Rules and agree that all decisions of the Sponsor is final and binding. The Contest is subject to all applicable federal, provincial and local laws and regulations and is void where prohibited by law.

**1. Contest Period:**

The Contest will begin on January 20, 2020 at approximately 12:01am and will end on February 7, 2020 at 11:59pm (the “**Contest Period**”).

**2. Eligibility:**

The Contest is open to all individuals who are residents of Canada and located in Canada at the time of entry, except individuals residing in the province of Quebec, and employees of the Sponsor, Lactalis Canada or any of its affiliates and those with whom such employees are domiciled, shareholders or agents of Sponsor, or Lactalis Canada, their advertising and promotional agencies, employees of the National Basketball Association (the “**NBA**”), and the NBA member teams (collectively, the “**NBA Entities**”), including affiliates, agents and immediate family members and/or those living in the same household of such employees (altogether, the “**Contest Parties**”). All entrants under the age of thirteen (13) will require parental consent to participate in the contest.

**3. How to Enter:**

**No purchase necessary.** There is one (1) way to obtain an Official Contest Entry for this Contest (each an “**Entry**” and collectively, the “**Entries**”) during the Contest Period, as follows:

Using a web browser, visit [nbacontest.com/schoolspirit](http://nbacontest.com/schoolspirit) and you must fully complete the online Entry form with all required information. Among other things, you will need to: (i) provide your

first name, last name, street address, city, province, phone, age and email address; (ii) confirm that you have read and agree to be legally bound by these Rules. Once you have fully completed the Entry Form with all required information, and successfully clicked on the "Submit" button at the bottom of the page, your Entry is completed.

**Only ONE (1) Entry per person per week.**

If it is discovered that an entrant has attempted to: (i) enter more than once per week (ii) use or attempt to use multiple names, email addresses or identities to enter, or otherwise participate in, the Contest, then (in the sole and absolute discretion of the Sponsor) he/she may be disqualified from participation in the Contest. Use or attempted use of multiple identities, email addresses and/or any automated system to enter or otherwise participate in this Contest is prohibited and is grounds for disqualification.

**4. Eligibility Requirements:**

By participating in this Contest and/or claiming a prize, you agree that you have complied with all conditions stated in these Rules.

**5. Prize:**

There will be two (2) prizes available to be awarded, consisting of the following components (the "Prize"):

A spirit event at a local school or community centre for attendees under the age of 15

Co-branded signage, as determined in Lactalis Canada's sole discretion, to be used at each event

An NBA skills challenge materials and equipment (i.e. basketball, cones, etc.)

An appearance by an NBA mascot at the event

An emcee for the event

Forty (40) NBA giveaway items at the event

Approximate retail value of the prize is \$14,000.00, subject to the information below. Prize includes all applicable fees and taxes, and the following conditions apply: (i) Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion); (ii) no substitutions except at Sponsor's option; (iii) Sponsor reserves the right at any time to substitute the Prize or

a component thereof for any reason with a prize or prize component(s) of equal or greater value.

The characteristics and features of each Prize component, unless otherwise explicitly described above, are at the Sponsor's sole discretion. Any and all costs/expenses not specifically included in the Prize description are the sole and absolute responsibility of the confirmed Winner and guests of the events, including, without limitation, transportation, meals, gratuities, and souvenir expenses that may be incurred by the Winner and/or his/her event guests.

The Winner must find and gain approval to host the spirit event at a school or local community centre. Approval to host the event will need to be verified, and consent from the venue will need to be confirmed. Any costs related to securing a venue up to a limit of \$2,000 CAD may be covered by the Sponsor.

The Prize is not available to Quebec residents, therefore, the spirit event cannot be hosted at any location in the province of Quebec.

The Prize restrictions/conditions stated herein are not all-inclusive and may be subject to additional restrictions or conditions, at Sponsor's sole discretion. Winner and his/her guest are responsible at their own expense for obtaining and paying for all necessary travel documents as well as travel and other insurance that they may wish to obtain prior to travel. Any unused, unclaimed or declined portion of the Prize will be forfeited, have no cash value and Sponsor shall have no obligation to provide either an alternative or value-in-kind.

## **6. Winner Selection:**

At or about 10am on February 10, 2020 (the "**Draw Date**"), at 501 Queen Street West, Toronto, ON, M5V 2B4, Canada, two (2) potential Prize winners will be selected by random draw from among all eligible entries received in accordance with these Rules (as determined by the Sponsor at its sole discretion).

**Odds of winning** depend upon the total number of eligible entries received by the Sponsor during the Contest Period.

The Sponsor or its designated representative will make a minimum one (1) attempt to contact the selected potential Prize winner via email within 48 hours of the Draw Date. If a selected entrant can't be contacted within 48 hours of the Draw Date, or if there is a return of any notification as undeliverable, the prize will be forfeited and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate potential Prize winner from among the remaining eligible entries (in which case the foregoing provisions of this section will apply to the new selected entrant), and this process will continue until a potential Prize winner has been successfully contacted.

In the event that as a result of any error of any kind whatsoever, more potential Prize winners are selected than specified in these Rules, the Sponsor reserves the right to hold a random draw amongst all such potential prize claimants to award only one such potential winner the Prize described in these Rules.

**Before being declared a confirmed Prize winner (the “Winner”)**, the selected potential Prize winner will be required to (a) correctly answer a time limited mathematical skill testing question, and (b) sign and return within 24 hours of receipt the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize as awarded; (iii) releases Parmalat Canada Inc. d/b/a Lactalis Canada, NBA Entities, and its affiliates, and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Releasees") from any and all liability in connection with this Contest, and (iv) agrees to the publication, reproduction and/or other use of the Winner's name, address (city and province), voice, statements about the Contest and/or photograph, image or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor and NBA Entities in any manner whatsoever, including print, broadcast or the Internet and grants to the Sponsor, in perpetuity, a non-exclusive licence to publish, display, reproduce, modify, edit or otherwise use the material contained in the entry, in whole or in part, for advertising or promoting the Contest or for any other reason and waives all moral rights in and to the Winner's entry in favour of the Sponsor. If a selected potential Prize winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed release and other Contest documents, as generally described above (the detailed contents of which shall be at the Sponsor's sole discretion), within the specified time; and/or (c) can't (or is unwilling to) accept his/her Prize as awarded for any reason; then he/she will be disqualified and will forfeit all rights to the Prize and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate potential Prize winner from among the remaining eligible entries (in which case the foregoing provisions of this section shall apply to such new selected entrant), and this process will continue until a Winner has been successfully awarded the Prize or until the Sponsor terminates the Contest in accordance with these Rules, whichever happens first.

## **7. General Conditions:**

**Anyone determined by the Sponsor to be in violation of these Rules for any reason is subject to disqualification in the sole and absolute discretion of the Sponsor at any time.**

BY ENTERING THIS CONTEST, ENTRANTS ACCEPT AND AGREE TO BE BOUND BY THESE RULES, INCLUDING ALL ELIGIBILITY REQUIREMENTS AND THE DECISIONS OF THE SPONSOR AND THE INDEPENDENT JUDGING ORGANIZATION, IF ANY, WHICH ARE FINAL AND BINDING WITHOUT RIGHT OF APPEAL ON ALL MATTERS RELATING TO THIS CONTEST. ALL ENTRIES BECOME THE PROPERTY OF THE SPONSOR AND WILL NOT BE RETURNED OR ACKNOWLEDGED. ENTRIES WILL NOT BE ACKNOWLEDGED AND NO CORRESPONDENCE WILL BE ENTERED INTO EXCEPT WITH POTENTIAL PRIZE

WINNER(S). SPONSOR RESERVES THE RIGHT TO DISQUALIFY ALL ENTRANTS WHO FAIL TO COMPLY WITH THESE RULES OR WHO MAKE ANY MISREPRESENTATION RELATING TO THE CONTEST, DRAWING AND REDEMPTION OF ANY PRIZE. BY PARTICIPATING, ENTRANTS RELEASE (AND IN THE CASE OF THE CONFIRMED WINNER AGREES TO CAUSE EACH OF HIS/HER GUESTS TO RELEASE) AND HOLD HARMLESS THE PRIZE SUPPLIER AND ITS AFFILIATES, AND ALL OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, ADVERTISING AND PROMOTIONAL AGENCIES AFFILIATED WITH THIS CONTEST AND PARTICIPATING ESTABLISHMENTS (COLLECTIVELY, "THE RELEASEES") FROM ANY CLAIMS, ACTION, LOSS OR DAMAGE OF ANY KIND WHATSOEVER IN CONNECTION WITH THIS CONTEST.

THE SPONSOR SHALL NOT BE LIABLE WHATSOEVER FOR ANY SOFTWARE, FAILURE OF ANY EMAIL, ON-LINE, OR INTERNET ENTRY TO BE RECEIVED BY THE SPONSOR. IN ADDITION, THE SPONSOR SHALL NOT BE RESPONSIBLE FOR TECHNICAL PROBLEMS, TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE, OR ANY COMBINATION THEREOF INCLUDING ANY INJURY OR DAMAGE TO AN ENTRANT'S OR ANY OTHER PERSON'S COMPUTER OR PROPERTY RELATED TO OR RESULTING FROM PLAYING OR DOWNLOADING ANY MATERIAL IN THE PROMOTION.

THE SPONSOR RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO CANCEL, SUSPEND, EXTEND OR MODIFY THIS CONTEST WITHOUT NOTICE, OBLIGATION OR LIABILITY IF IN THE SPONSORS' OPINION THERE IS ANY SUSPECTED OR ACTUAL EVIDENCE OF TAMPERING WITH ANY PORTION OF THE CONTEST, OR IF VIRUS, BUGS, NON-AUTHORIZED HUMAN INTERVENTION, FORCE MAJEURE OR OTHER CAUSES CORRUPT OR IMPAIR THE ADMINISTRATION, SECURITY, FAIRNESS, OR INTEGRITY AND PROPER PLAY OF THE CONTEST, OR FOR ANY OTHER REASON IN SPONSOR'S SOLE DISCRETION. IN SUCH CASE, SPONSOR MAY SELECT THE WINNER FROM ALL ELIGIBLE ENTRIES RECEIVED PRIOR TO AND/OR AFTER (IF APPROPRIATE) THE ACTION TAKEN BY SPONSOR. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND, SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW. ENTRIES ARE SUBJECT TO VERIFICATION AND WILL BE DECLARED INVALID IF THEY ARE ILLEGIBLE, INCOMPLETE, MECHANICALLY REPRODUCED, MUTILATED, FORGED, FALSIFIED, ALTERED OR TAMPERED WITH IN ANY WAY, OR OTHERWISE NOT IN COMPLIANCE WITH THESE RULES.

THE SPONSOR AND THE RELEASEES SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE USE OF, OR BEAR ANY LIABILITY WHATSOEVER IN ANY WAY ATTRIBUTABLE TO, THE PRIZE AWARDED IN THIS CONTEST OR THE EVENTS FORMING PART OF THIS CONTEST, INCLUDING BUT NOT LIMITED TO TYPOGRAPHICAL OR OTHER ERRORS IN THE OFFER OR ADMINISTRATION OF THIS CONTEST, THESE RULES, THE SELECTION

AND ANNOUNCEMENT OF WINNERS OR THE DISTRIBUTION OF THE PRIZE. THE RELEASEES (I) MAKE NO WARRANTY, GUARANTY OR REPRESENTATION OF ANY KIND CONCERNING THE PRIZE OR ANY COMPONENT OF THE PRIZE, (II) DISCLAIM ANY IMPLIED WARRANTY OR CONDITION, AND (III) ARE NOT LIABLE FOR INJURY, LOSS, OR DAMAGE OF ANY KIND RESULTING FROM THE ACCEPTANCE, USE OR MISUSE OF THE PRIZE, TRAVEL RELATED THERETO OR OTHERWISE FROM PARTICIPATION IN THIS CONTEST.

IN THE EVENT OF ANY DISCREPANCY OR INCONSISTENCY BETWEEN THE TERMS OF THESE RULES AND THE TERMS OR STATEMENTS CONTAINED IN ANY SHORT-FORM CONTEST RULES, ADVERTISING MATERIALS AND/OR THE FRENCH VERSION OF THESE RULES, THE TERMS AND CONDITIONS OF THESE ENGLISH RULES SHALL PREVAIL, GOVERN AND CONTROL TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

#### **8. Privacy:**

The Sponsor is committed to respecting the privacy rights of entrants. Any personal information collected will be handled in strict accordance with the NBA Privacy Policy found at [https://www.nba.com/news/privacy\\_policy.html](https://www.nba.com/news/privacy_policy.html) and all applicable privacy legislation. The Sponsor will not sell any personal information collected for this Contest to any third parties. Except as otherwise set forth herein with respect to the Winner, any personal information collected for this Contest shall be collected, used and disclosed by the Sponsor solely for the purpose of managing and administering this Contest. By entering this Contest, the entrant hereby consents to the Sponsor's collection, use and disclosure of the entrant's personal information in order to manage and administer this Contest.

#### **9. Governing Law:**

This Contest is subject to all applicable federal, provincial and municipal laws. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the Province of Ontario without regard to Ontario conflicts of law principles. All entrants consent to the jurisdiction and venue of the Province of Ontario.

#### **10. Winner's Name:**

To obtain the name of the official Winner, available after February 20, 2020, mail a self-addressed stamped envelope by March 1, 2020 to: Idea Rebel, 300-501 Queen Street West, Toronto, ON, M5V 2B4, Canada.

## **11. Lactalis Canada**

For avoidance of doubt, Contest participants confirm that they indemnify and hold harmless Parmalat Canada Inc. d/b/a Lactalis Canada, from and against all liability and damages whatsoever arising from their participation in the Contest. Information provided by entrants is provided to the Sponsor and not to Parmalat Canada Inc. d/b/a Lactalis Canada. Trademarks. Black Diamond®, and Cheestrings® are registered trademarks owned or used under license by Lactalis Canada, Toronto, ON, M9C 5J1.