

## BODY BY MILK'S "DRINK MILK FOR A CHANGE" SWEEPSTAKES

### OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. INTERNET ACCESS IS REQUIRED TO PARTICIPATE.**

**ELIGIBILITY:** Body By Milk's "Drink Milk for a Change" Sweepstakes ("Promotion") is open to legal residents of the 48 contiguous United States and District of Columbia who are 13-18 years of age at the time of entry (except for residents of Maine, between 13 and 17 years of age, who may not enter). Employees of The National Fluid Milk Processor Promotion Board ("Sponsor") and its parent company, agents, affiliates, subsidiaries, milk processors, milk distributors, milk farmers, sales representatives, distributors, retailers, contractors, partners, and each of their respective parent companies, the National Basketball Association, its member teams (including, without limitation, all NBA players), NBA Media Ventures, LLC, NBA Properties Inc, (collectively, the "NBA Entities"), the Women's National Basketball Association, its teams (including, without limitation, all WNBA players), WNBA Enterprises, LLC. (collectively, the "WNBA Entities"), the NBA, WNBA, and/or other featured strength and conditioning coaches, trainers, nutritionists, and coaches and each of their parent and affiliate companies, advertising, fulfillment, promotion and interactive agencies, contractors and any others engaged in the development, production or distribution of promotion materials for this Promotion, and their immediate families (spouse, parents, siblings and children, and each of their spouses, regardless of residence) and persons residing in the same households of each of these individuals, whether related or not ("Promotion Entities"), are ineligible to enter or win. All applicable federal, state and local laws apply. Void in HI and AK and where otherwise prohibited by law.

**ENTRY PERIOD:** Begins on February 11, 2010 at 9:00:00 a.m. Eastern Time ("ET") and ends on April 30, 2010 at 11:59:59 p.m. ET ("Entry Period").

**HOW TO ENTER:** Eligible consumers can enter online at [www.bodybymilk.com](http://www.bodybymilk.com) to complete the official registration form, after voting for a community project. You must provide all information requested to receive one (1) entry into the Sweepstakes. Limit: one (1) entry per email address per person per day. You may vote as many times as you like however, entry into the Sweepstakes is limited to one (1) entry per email address per person per day. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the holder of the e-mail account. Use of automated devices not valid for entry. Entries become the exclusive property of the Sponsor and will not be returned.

**PRIZE AND APPROXIMATE RETAIL VALUE ("ARV"): ONE (1) GRAND PRIZE:** A three (3) day/two (2) night trip for winner and three (3) guests ("Group") to a Sponsor-selected U.S. city destination ("City") to attend a Body by Milk Event ("Event") ("Trip"). Trip will consist of the following elements: **[1]** hotel accommodations for up to four (4) persons (two (2) standard rooms/double occupancy) for two (2) nights at hotel; **[2]** four (4) tickets to a Sponsor-selected Body by Milk Event (e.g. an NBA Cares Service Project. Sponsor reserves the right to substitute.); **[3]** ground transportation to/from airport/hotel and hotel/Event; **[4]** \$250 prepaid check card for winner only and **[5]** if winner's residence is located more than two hundred fifty (250) miles from the City, round-trip coach air transportation for up to four (4) persons on a Sponsor-selected carrier between a Sponsor-selected major metropolitan airport near winner's residence ("airport of origin") and a Sponsor-selected airport; but if winner's residence is located

less than two hundred fifty (250) miles from the City, round-trip ground transportation via a Sponsor-selected method between winner's residence and the hotel.

Total "ARV" of prize: \$6,820. Odds of winning prize depends upon the number of eligible entries received. Sponsor reserves the right to substitute prize of equal or greater value. No other substitution or transfer of prize permitted. Sponsor responsible only for delivery of prize; not responsible for prize utility, quality or otherwise. Taxes and fees, if any, are the sole responsibility of prize winner.

**OTHER PRIZE CONDITIONS AND RESTRICTIONS:** If, for any reason, Event is postponed or canceled, Sponsor will have no further responsibility for that portion of the Grand Prize, and the Trip will be awarded without Event, as the case may be, on the same itinerary. All other expenses not described in prize description above (including, but not limited to, additional ground transportation, meals, food and beverages and gratuities) and taxes and fees, if any, are the sole responsibility of prize winner. Winner and trip participants must travel together on same itinerary on dates specified by Sponsor within 2010 (which are subject to change) or prize may be forfeited and awarded to an alternate winner. Minors must be accompanied by a parent or legal guardian. Airline carrier and hotel regulations and conditions apply. Additional restrictions apply. Actual value of prize trip will depend upon winner's point of departure and date of travel.

**PRIZE DEPICTION:** The depiction of the Prize in any advertising, promotional and online materials may not reflect the actual prize delivered to winner.

**SELECTION AND NOTIFICATION OF WINNER:** There will be one (1) Grand Prize winner selected at the conclusion of the Entry Period on or about May 7, 2010. A random drawing will be conducted by Ventura Associates, Inc. the official judging organization ("Administrator"), whose decisions are final and binding on all matters relating to the Promotion. Winner will be notified by overnight mail.

**VERIFICATION OF WINNER AND DELIVERY OF PRIZE:** Grand Prize Winner and traveling guests will be required to sign an affidavit of eligibility and liability release and, where permitted, a publicity release. Entry into this Promotion constitutes prize winner's agreement to sign such releases. Each Grand Prize trip participant (or parent/legal guardian if such participant is a minor) must sign a travel release. If winner is a minor, winner must be accompanied by parent/guardian for travel. Prize may be awarded to alternate winner if affidavit and releases are not returned within seven (7) business days after mailing to winner or if prize notification letter or prize is returned as undeliverable. If Grand Prize is won by a minor, it may be awarded in the name of a parent or legal guardian in Sponsor's sole discretion.

**ADDITIONAL TERMS:** By participating, a participant (and if less than the age of majority in his/her jurisdiction of primary residence, his/her parent or legal guardian) agrees (and agrees to confirm in writing if requested) to a) the Official Rules and the decisions of the Sponsor and judges, which shall be final and binding in all respects; and to b) release, discharge, indemnify and hold harmless The Milk Processor Education Program, The National Fluid Milk Processor Promotion Board and its parent company, agents, affiliates, subsidiaries, milk processors, milk distributors, milk farmers, sales representatives, distributors, retailers, contractors, partners, prize suppliers and each of their respective parent companies, NBA Entities, WNBA Entities, and each of their parent and affiliate companies, advertising, fulfillment, promotion and interactive agencies, contractors and any others engaged in the development, production or distribution of promotion materials for this Promotion (and all said entities and individuals are

herein, collectively, referred to as the "Releasees") from any and all liabilities, claims and/or damages arising out of his/her/their participation in the Promotion and/or the acceptance, possession, use or misuse of a prize. Releasees are not responsible for late, lost, mutilated, illegible, incomplete, misdirected, garbled, undelivered or otherwise ineligible registrations, e-mail, postcards, messages and/or other transmissions related to this Promotion. Releasees shall not be responsible for typographical, human and/or other errors, or for any electronic, network, computer or other technical malfunctions. The Promotion is not affiliated, associated or endorsed by any other party. Sponsor may disqualify any participant if, in its sole discretion, it determines that said participant is attempting to undermine the legitimate operation of the Promotion by cheating, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other participants or Sponsor representatives. If for any reason this Promotion is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the promotion, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion and to select a winner from among all eligible, non-suspect entries received up to the time of such action. In the event that the Promotion has to be cancelled for any reason, the prize will be awarded in a random drawing from among all non-winning Sweepstakes entries. Any attempt by a participant to deliberately damage any website or undermine the legitimate operation of the Promotion may be a violation of criminal and civil laws, and should such an attempt be made, the Sponsor and Administrator reserve the right to seek damages from any such participant to the fullest extent of the law. Prize winner agrees to the use of his/her name, address, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its Releasees, without compensation, notification (unless prohibited by law) or additional consents from any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so., any such use with respect to minors to be subject to prior approval of parent or legal guardian.

**LIMITATIONS OF LIABILITY:** Releasees are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Promotion; any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access of the website; any injury or damage to participants or to any other person's computer(s) related to or resulting from participating in this Promotion, or downloading materials from or use of the website. Sponsor reserves the right in its sole discretion to cancel, modify or suspend this Promotion, should fraud, virus, bugs or other causes beyond the control of Sponsor corrupt the administration, security or proper play of the Promotion. The use of any automated launching or entry software or any other mechanical or electronic means that permit a participant automatically to repeatedly enter is prohibited. IN NO EVENT WILL THE RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND USE OF THE WEBSITE (www.BodyByMilk.com) OR THE DOWNLOADING FROM AND/OR PRINTED MATERIAL DOWNLOADED FROM SAID SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR

EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE AFOREMENTIONED LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR CONDITIONS REGARDING THESE LIMITATIONS AND/OR EXCLUSIONS.

**GOVERNING LAW:** By entering, each participant (and if less than the age of majority, his/her parent or legal guardian) agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the District of Columbia, without giving effect to any choice of law or conflict of law rules (whether of the District of Columbia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the District of Columbia. By entering, each participant (and if less than the age of majority in your jurisdiction of primary residence, your parent or legal guardian) consents to the jurisdiction and venue of the federal, state and local courts located in the District of Columbia.

**WINNER'S LIST:** For winner's name, send a self-addressed, stamped envelope, to be received no later than April 30, 2010, however, winner's name will not be available until all winner documentation is received, estimated to be on or about June 30, 2010, to: Body By Milk "Drink Milk for a Change" Sweepstakes Winners List, P.O. Box 9317 Medford, NY 11763-9317.

**SPONSOR:** The National Fluid Milk Processor Promotion Board, 1250 H. Street NW, Suite 900, Washington, DC 20005.

**ADMINISTRATOR:** Ventura Associates, Inc. 1040 Sixth Avenue, New York City, NY 10018.

**PRIVACY:** By entering into the Promotion, each participant (and if less than the age of majority in his/her jurisdiction of primary residence, his/her parent or legal guardian) agrees to the Sponsor's use and/or NBA Entities' use of your personal information as described in Sponsor's Privacy Policy at [www.BodyByMilk.com](http://www.BodyByMilk.com). View this Privacy Policy by visiting [www.BodyByMilk.com](http://www.BodyByMilk.com) and clicking on the Privacy Policy link. Each participant also agrees to sign up for NBA news and headlines, special fan alerts, merchandise and tickets discounts, and partner offers from the NBA.