

GOT MILK? BODY BY MILK FACEBOOK FAN PAGE CONTEST

Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

[NOTE: Please include all the missing dates below and in the Winner's Names section.]

got milk? Body By Milk Facebook Fan Page Contest (the "Contest") starts on October 23, 2009 at 3:01 PM Eastern Time ("ET") and ends on November 23, 2009 at 12:00 PM ET ("Contest Period").

ELIGIBILITY: Contest is open to legal residents of the forty-eight (48) United States and the District of Columbia (excluding Alaska and Hawaii), who are at least 13 years of age or older. Eligible minors should obtain their parents' or legal guardians' permission prior to entering this Contest. Employees of National Fluid Milk Processor Promotion Board ("Sponsor"), Weber Shandwick, Facebook and their respective parents, subsidiaries, affiliates, retailers, and promotion and advertising agencies, and members of their immediate family (spouse, mother, father, sister, brother, ward, daughter or son and their respective spouses, regardless of where they reside) and persons living in the same household of such employees, whether or not related are not eligible to enter or win. Void in AK and HI and where prohibited by law. Contest is subject to all applicable federal, state and local laws.

HOW TO ENTER: During the Contest Period, visit www.facebook.com/bodybymilk and become a fan of the Body By Milk Facebook page. You must be a registered member of Facebook.com in order to make a submission. Registration is free. To register, visit Facebook.com and follow the directions provided to complete and submit the registration form. To enter the contest, click on the "Win a Signed Jordin Milk Mustache Ad" tab, and follow the directions to upload your photo and create your own ad (collectively, with ad, registration and entry form, the "Entry"). Photos must comply with all Facebook format and size requirements. All Entries must be received by 12:00 PM ET on November 23, 2009 to be considered. Entries generated by script, macro or other automated means and Entries by any means which subvert the entry process are void. Limit (1) Entry per person and per email address and per Facebook account. Entries received from any person or email address or Facebook account in excess of the stated limitation will be void. All Entries become the sole property of the Sponsor and will not be returned.

REQUIREMENTS OF ENTRIES:

Entry may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;

- is obscene or offensive; endorses any form of hate or hate group;
- appears to duplicate any other submitted Entries;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission (except the Milk logo and products); contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission (except the Milk logo and products);
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or
- violates any law.

Each Entry must be entrant's own original work, be in English, be in keeping with the Sponsor's image, may not have been previously published, may not have won previous awards, as determined by the Sponsor in its sole discretion, nor can it infringe upon the copyrights, trademarks, or other intellectual property of any person or entity, including publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property rights or any other third party rights. If the Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render Entry null and void. By submitting an Entry, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Entry consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

Sponsor grants to eligible entrants a limited, revocable, non-sublicensable, license to use the Milk logo and products for the sole purpose of creating and submitting an Entry for review and assessment in this Contest and entrants may make no further use whatsoever of the Milk logo and products or the Entry for any purpose whatsoever. In addition, entrant recognizes all of the right, title, and interest in the Milk logo and products as well as all derivative works created using the Milk logo and products (including the Entry) shall vest exclusively to the Sponsor, and entrant must not take and agrees not to take any action that might harm or adversely affect such rights. No right, title, or interest in and to the Milk logo and products except for the limited license granted to entrant in these Official Rules is transferred or created.

By submitting an Entry, entrant (and, if an eligible minor, his/her parent or legal guardian) acknowledge and agree that Sponsor may obtain many Entries under this Contest and that such Entries may be similar or identical in theme, idea, format or other respects to others submitted under this Contest and/or other contests staged and/or sponsored by the Sponsor, and waive any and all claims entrant may have had, may have, and/or may have in the future, that any composition and/or other works accepted, reviewed and/or used by the Sponsor (or its designees) may be similar to his/her Entry. Except where prohibited by law, each entrant (and, if an eligible minor, his/her parent or legal guardian) acknowledge and agree that the Sponsor does not have now, nor shall it have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of any copyright in and to entrant's Entry.

By submitting an Entry, entrant (and, if an eligible minor, his/her parent or legal guardian) hereby grants permission for the Entry to be posted on Facebook.com or other Sponsor websites. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry. Entrants agree that they will not use the Entry for any other purpose, including, without limitation, posting the Entry to any other online social networks, without the express consent of Sponsor in each instance.

JUDGING: All eligible Entries received by Sponsor will be judged by a panel of qualified judges based on the following criteria: Creativity and originality of Entry. The entry with the highest score will be deemed the potential Grand Prize winner. The five Entries with the next highest scores will be deemed the potential First Prize winners. In the event of a tie or any prize, an additional, "tie-breaking" judge will determine the winner(s) based on the criteria listed herein. Sponsor reserves the right not to award all prizes if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. Prize award is subject to verification of eligibility and compliance with these Official Rules. Judges' and Sponsor's decisions are final and binding on all matters relating to this Contest.

WINNER NOTIFICATION: Potential winners will be notified by telephone, mail and/or email and may be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law), which must be returned within fourteen (14) days of date appearing on prize notification. Return of prize or prize notification as undeliverable, failure to sign and return requested documentation within fourteen (14) days of issuance, the inability of Sponsor to contact a potential winner within a reasonable time period, or noncompliance with these Official Rules by the any potential winner will result in disqualification and the prize may be awarded to a runner-up. If any potential winner is an eligible minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of the parent or legal guardian of such potential winner, and such parent or legal guardian will be required to fulfill all eligibility requirements set forth herein.

PRIZES:

Grand Prize (1): A Jordin Sparks autographed blown up ad. (Approximate Retail Value (“ARV”) of Grand Prize: \$600.00).

First Prize (5): Jordin Sparks a autographed Milk Mustache ad slicks. (ARV of First Prize: \$1 each). **Total ARV of all prizes available to be awarded: \$605.00.**

All prize details are at the sole discretion of the Sponsor. All prizes are awarded “as is” with no warranty or guarantee, either express or implied. Value of autographed merchandise is subject to market fluctuations. No substitution, transfer, or cash equivalent of prize is permitted, except by Sponsor, which reserves the right to substitute a prize with one of comparable or greater value, at its sole discretion. Any and all federal, state and local taxes on the prizes, and any other costs, fees, and expenses associated prize acceptance and use not explicitly stated herein as being awarded, are the sole responsibility of the winners.

GENERAL: By participating, each entrant (and, if an eligible minor, his/her parent or legal guardian) agrees: (a) to abide by these Official Rules and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Contest; (b) to release, discharge and hold harmless Sponsor, Weber Shandwick, Facebook, and their respective parents, affiliates, subsidiaries, retailers, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, “Released Parties”) from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant’s participation in the Contest or any Contest-related activity or the acceptance, possession, use or misuse of any awarded prize; and (c) to the use of his/her name, voice, performance, photograph/video, 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 designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so.

OWNERSHIP/USE OF ENTRIES: By submitting an Entry, each entrant (and, if an eligible minor, his her parent or legal guardian) agrees Sponsor shall own the Entry submitted (including all rights embodied therein) and that it and its designees may exploit, exploit, modify, copy, disseminate, distribute or dispose of any Entry, the concepts embodied therein or any elements thereof, and distribute the Entry and all elements of such Entry, including, without limitation, the proper names, likenesses, and locations of any persons or locations embodied therein, online, in print, film, television, or in any other media now known or hereafter devised, worldwide in perpetuity, for advertising and promotional purposes without compensation, permission or notification to the entrant of any kind, except as prohibited by law.

MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, damaged, stolen, delayed, misdirected, undelivered or garbled Entries; or for lost, interrupted or unavailable network, server, Internet Service Provider

(ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Entries, the incorrect uploading of a photo or video, the announcement of the prizes, or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Contest or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Entries will be void. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, or should Contest be unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential winners from all eligible, non-suspect Entries received prior to action taken using the judging procedure outlined above. ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. In the event of any discrepancy between the Facebook Terms of Use and these Official Rules, these Official Rules shall control and govern.

REQUEST FOR WINNERS' NAMES: For a list of winners (available after December 23, 2009), send a self-addressed, stamped, envelope by January 23, 2010 to: got milk? Body By Milk Facebook Fan Page Contest- Winners 676 North St. Clair, Suite 1000, Chicago, IL 60611.

SPONSOR: National Fluid Milk Processor Promotion Board, 1250 H Street NW, Suite 950, Washington, DC 20005.