

The LACTAID® Fresh Start Sweepstakes

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER FOR A CHANCE TO WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

Offer valid only in the U.S., excluding U.S. territories, and void where prohibited by law. Subject to all federal, state and local laws, regulations, and ordinances. Sweepstakes begins on 1/25/2023 at 12:00:01 AM Eastern Standard Time (“EST”) and ends on 2/7/2023 at 11:59:59 PM EST (the “Sweepstakes Period”). Sponsor’s computer is the official time keeping device for this Sweepstakes. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM, INC.

1. Eligibility: The LACTAID® Fresh Start Sweepstakes (the “Sweepstakes”) is open to legal U.S. Residents currently residing in the 50 United States including the District of Columbia who are older than eighteen (18) years of age as of the date of entry. Employees, officers, and directors of McNeil Nutrionals, LLC. (“Sponsor”) and each of their respective parents, subsidiaries, affiliates, operators, franchisees and all of their respective advertising, promotion, or fulfillment agencies, promotional partners, and entities involved in the development, implementation, or handling of the Sweepstakes and other persons associated with the Sweepstakes (collectively, the “Sweepstakes Entities”), as well as the immediate family (spouse, parents, siblings, children, step-parents, step-siblings, and step- children, regardless of where they live) and same household members of each such employee, officer, director, or representative (whether or not related) are not eligible to participate in the Sweepstakes. Only individuals meeting all eligibility requirements set forth in these Official Rules may participate in the Sweepstakes or win a prize (“Participant”). All federal, state, and local laws and regulations apply. Participation constitutes entrant’s full and unconditional agreement to these official rules and to Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. All entrants must have access to the internet prior to the start of the Sweepstakes. Sponsor reserves the right to verify the eligibility of winners.

2. Sponsor: McNeil Nutrionals, LLC, 7050 Camp Hill Road | Fort Washington, PA 19034.

3. How to Enter: Prospective entrants must comply with the registration requirements set out below in order to be eligible. During the Sweepstakes Period go to <https://www.instagram.com/lactaid> and follow the links and instructions on the sweepstakes page to complete and submit the registration form including your first name and email address and confirm your agreement to these Official Rules. You automatically will receive one (1) entry into the Sweepstakes. By submitting the registration, you agree to receive email marketing communications from Sponsor. You may opt-out of these email communications at any time. Should you choose to opt-out during the Promotion Period your Sweepstakes entry will continue to be valid as long as it meets all other criteria required by these Official Rules. If you have previously opted-out of marketing communications from Sponsor you will not be re-added to Sponsor’s email list.

You may enter one (1) time during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than one (1) entry

by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

Please note that by entering in this Sweepstakes, you signify and agree that your entry and any other materials submitted in connection with this Sweepstakes may be posted on Sponsor's website, and other social media sites or applications associated with the Sweepstakes in a manner that is consistent with these Official Rules. Upon submission of entry in this Sweepstakes, you agree that Sponsor may contact you via social media, including on Instagram by sending you a direct message, tagging you, or naming you on Sponsor's social media page. Limit one (1) entry per person/email address/social media account. You must provide all required information to be eligible to enter and win. All potential winners are subject to verification before any prize will be awarded.

By submitting an entry, entrant explicitly acknowledges and agrees that the McNeil Nutritionals, LLC and its legal representatives, successors and assigns shall have the irrevocable worldwide right in perpetuity to license, sub-license, edit, alter, post, reproduce, publicly display and publish, in any media, including online, any or all material which you upload to any websites (including, without limitation, social media sites) associated with the Sweepstakes, with or without first and/or last name credit to the entrant without any additional consideration or approvals from or to entrant; and entries that attempt to restrict this right will not be considered. Each entrant warrants and represents that his/her entry complies with these Official Rules and the requirements above, any applicable community guidelines, terms of use, and any other binding terms on Instagram, and will not violate any federal, state or local laws or ordinances. Entries that exceed any required file size or length limits or violate the above Submission Requirements and/or the terms of these Official Rules will be disqualified. The Sweepstakes Entities reserve the right in their sole and unfettered discretion to disqualify any entry that they believe is inappropriate or not suitable for publication, that does not comply with these Official Rules, or that is not consistent with the spirit or theme of the Sweepstakes.

By participating in this Sweepstakes, entrant acknowledges and agrees that he or she will clearly and conspicuously disclose that he or she is participating in this Sweepstakes in any online social sharing interaction that references the Sweepstakes or is used to obtain entries in connection with this Sweepstakes. At a minimum, the hashtag "#LactaidSweepstakes" or "#promoted" or some other hashtag or disclosure that identifies the post as associated with the Sweepstakes entry should be included in all social media communications sent pursuant to the Sweepstakes. Sponsor reserves the right in its sole discretion to disqualify any entrant who does not adequately disclose his or her participation in this Sweepstakes while engaging in any online social sharing interaction during the Sweepstakes Period.

Entries that do not include any required disclosures or hashtag and @lactaid messages that are not received by Sponsor for any reason will not be eligible and will be disqualified. Bulk,

automated or third-party entries are prohibited and will be disqualified. Multiple participants are not permitted to share the same email address or Instagram account. Any attempt by any participant to obtain more than the stated number of plays and/or entries by using multiple and different identities, forms, registrations, email addresses, logins, or any other methods will void that participant's plays and/or entries, and that participant may be disqualified at LACTAID®'s discretion. In the event of a dispute as to any entry, the authorized account holder of the email address associated with the pertinent Instagram account will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder to the Sponsor or forfeit the prize. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at the Sponsor's sole and absolute discretion. All potential winners are subject to verification before any prize will be awarded. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply.

4. Selection of Winners: On or about 2/9/2023, Sponsor will select the names of potential winners of the prizes in a random drawing from among all entries received. The odds of winning are based on the number of eligible entries received. The potential Grand Prize winners will be notified via email on or about 2/9/2023 and will be asked to log into Instagram and then privately provide additional contact information back to the Sponsor including an email address so that an Affidavit of Eligibility, Release of Liability/Prize Acceptance Form (Prize Documents) can be sent to the winner. Potential winner who entered will have twenty-four (24) hours from the time the email is sent to reply. If potential Grand Prize winners cannot be contacted after the first attempt to contact him/her within the twenty-four (24) hour period, or in the event that a potential Grand Prize winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner selected in accordance with the selection criteria described above. Only three (3) alternate winners will be selected, after which any remaining prizes will remain un-awarded.

Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

5. Grand Prizes and Approximate Retail Value ("ARV"): Three (3) Grand Prizes will be awarded. Each Grand Prize winner will receive a Fresh Start Sweepstakes prize package, provided by Sponsor, including: one (1) NINJA Twist, High Speed Blender Duo (ARV: \$140.00) and four (4) cartons of LACTAID 52oz Protein Whole Milk (ARV: \$25). **Total Grand Prize Value: \$175.** Limit one prize per person and per household.

6. Prize Restrictions: Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prizes not specifically stated herein are the sole responsibility of the individual prize winner. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize

substitutions at its sole discretion. Sponsor will not replace any lost or stolen prizes. Prizes cannot be used in conjunction with any other Sweepstakes or offer.

7. General Conditions: This Sweepstakes is governed by the laws of the United States. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Sponsor and its agents are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of submission of entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, the website, or the legitimate operation of the Sweepstakes; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and (a) cancel or terminate the Sweepstakes (or any portion thereof); (b) modify the Sweepstakes or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and (c) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

8. Release and Limitations of Liability: By participating in this Sweepstakes, entrants agree that Sponsor, Instagram and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, web masters, and their respective officers, directors, employees, representatives and agents (the "Released Parties") are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES-RELATED ACTIVITY, INCLUDING ACCESS TO AND USE OF THE INTERNET SITE <HTTPS://WWW.INSTAGRAM.COM/LACTAID> OR THE DOWNLOADING FROM OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO TRAVEL CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE WEB SITE AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS 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 ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

9. Publicity Release. Except where prohibited by law, participation in the Sweepstakes constitutes Winner's grant to Sponsor the right and permission to print, publish, broadcast, share, tag, and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the Winner's entry, name, Instagram username, portrait, picture, likeness, opinions and biographical information (including but not limited to hometown and state) for advertising, trade, and promotional purposes (including the announcement of his or her name on social media) without additional consideration, compensation, permission, or notification.

10. Disputes. Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the federal or state courts in the State of Pennsylvania (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) 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, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and McNeil Nutritionals, LLC in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania without giving effect to any choice of law or conflict of law rules (whether of the State of Pennsylvania or any other jurisdiction), which would cause the

application of the laws of any jurisdiction other than the State of Pennsylvania.

11. Privacy: Information collected from entrants is subject to Sponsor's Privacy Policy, which can be found at <https://mycareclubrewards.com/en-us/PrivacyPolicy#:~:text=Your%20Privacy%20Rights&text=We%20generally%20do%20not%20disclose,personal%20information%20to%20third%20parties, >>>, and by submitting your information, you agree to the [Financial Incentive Notice](#). And you understand that you are providing such information to Sponsor and not to Instagram, Inc. By entering the Sweepstakes, an entrant grants Sponsor and its affiliates the right to use the information provided by the entrant to contact the entrant by email to provide marketing communications from the Sponsor and their affiliates. The entrant may opt out of any future correspondence at any time.

12. Nature of Relationship/Waiver of Equitable Relief: Each entrant understands and acknowledges that the Sponsor has wide access to ideas, designs, and other materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas may be competitive with, similar or identical to the Submissions or each other in theme, idea, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material. Each entrant acknowledges and agrees that the Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submissions. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Submissions or other material submitted in connection with the Sweepstakes, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Submissions or any material based on or allegedly based on the Submissions, and the entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

13. Official Rules and Winners List: For a copy of the Official Rules, https://www.lactaid.com/sites/lactaid_us/files/lactaidbrand_and_care_club_blender_giveaway.pdf. For the name of the winner, available after February 9, 2023, for a period of at least 30 days, send a stamped, self-addressed envelope to: McNeil Nutrionals, LLC, 7050 Camp Hill Road | Fort Washington, PA 19034.

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