

## Tre Stelle – “Cheese4Change” COMPETITION RULES & REGULATIONS

### 1. KEY DATES:

The *Tre Stelle Cheese4Change 2022 program* (the “**Competition**”) is brought to you by Arla Foods - Tre Stelle Canada (the “**Sponsor**”) and is being managed and implemented by its promotional agency, Evangeline PR (hereinafter the “**Representative**”). The Competition consists of (i) the preliminary submission period taking place between April 4, 2022 at 12:00:00 a.m. Eastern Time (“**ET**”) and June 10, 2022 at 11:59:59 p.m. ET (the “**Submission Period**”); (ii) the judging period taking place between June 13, 2022 at 12:00:00 a.m. ET and June 16, 2022 at 11:59:59 p.m. ET (the “**Judging Period**”).; The Competition begins on April 4, 2022 at 12:00:00 a.m. ET and ends on June 17, 2022 at 11:59:59 p.m. ET (the “**Competition Period**”).

**AGREEMENT TO BE LEGALLY BOUND BY RULES:** By participating in this Competition, you are signifying your agreement that you have read and agree to be legally bound by these Official Rules and Regulations (the “**Rules**”).

### 2. ELIGIBILITY

The Competition is open only to Canadian residents who meet one of the following criteria:

- They are a teacher, principal or school employee of a Canadian school (elementary, secondary or post secondary) wishing to enter on their classroom / school’s behalf;
- They are a member of a Canadian school board, trustee, or school committee (elementary, secondary or post secondary) wishing to enter on their school’s behalf;
- They are a parent of a student under 13 attending a Canadian elementary school wishing to enter with their child; or
- They are a student 14 and older of a Canadian high school or post secondary school wishing to enter on their own behalf.

Notwithstanding the above, this Competition is not open to employees, officers and directors of the Competition Sponsor, its respective divisions, subsidiaries, affiliates, its bottlers, redemption/recycling centers, advertising and promotional agencies and representatives, contest suppliers, prize suppliers and judges, members of their immediate families (parents, siblings, spouses) and those with whom they are domiciled.

### 3. HOW TO ENTER (GUIDELINES & RULES)

#### PHASE 1: SPRING ENTRY PERIOD (APRIL 4, 2022 – JUNE 10, 2022):

**NO PURCHASE NECESSARY.** During the Submission Period, Participants may enter multiple submissions, via the entry form on “[www.trestelle.ca/cheese4change](http://www.trestelle.ca/cheese4change)” (the “**Website**”), detailing a climate and nature friendly recipe that includes Tre Stelle cheese as one of the ingredients for a chance for that school or classroom to win \$5,000 CAD or for an individual student to win \$500 CAD. Schools as a whole, classrooms within that school, and individual students within those schools and classrooms are eligible to make their own submissions. Such school/teacher/individual must meet, to

the best of the participant's knowledge, the qualifying conditions established in Section 2 (Eligibility) of these Rules.

Within the entry form, participants will be required to answer and submit all of the following:

1. The full recipe ingredient list with a selection of how each ingredient qualifies as a sustainable food choice as per the five set criteria listed on the website: Local, Low to No Waste, Healthy, Ecologically Responsible, Fair and Accessible.
2. Written description of how to prepare the recipe with detailed instructions
3. Upload a video, or detailed written story of the entrant(s) explaining how to make the sustainable recipe, how their behaviours qualify as environmentally responsible, and what they plan to do with the cash prize.

Each Submission must:

- Answer each of the three questions above
- If the participant chooses to submit a detailed story instead of a video, it must be a minimum of three-hundred and fifty (350) words
- Submissions must be completed in English or French.

**Note: Standard data rates apply to contestants who choose to participate in the Competition via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.**

Submissions cannot:

- be obscene or offensive, or endorse any form of hate or hate group;
- defame, misrepresent or contain disparaging remarks about any person or entity, including but not limited to the Competition Sponsor or its affiliates, as determined in the sole discretion of the Competition Sponsor;
- contain any material that may, in the sole discretion of the Competition Sponsor, infringe on the intellectual property rights of any third party, including but not limited to, copyrights or trademarks owned by others. You must use your own material in the creation of your submission;
- contain, advertise or promote any third-party brand or product of any kind or contain any personal identification;
- contain material that is unlawful, in violation of or contrary to laws; or
- contain obscene material, contain defamatory or libelous statements, invade privacy rights, exploit individuals or in any other way violate applicable laws and regulations.

Competition Sponsor reserves the right to disqualify any submission entered for any reason, in its sole and absolute discretion, including the determination in its sole discretion that the submission fails to satisfy any of the above guidelines, or is inconsistent with the goals, image, or policies of the Competition Sponsor. Competition Sponsor further reserves the right, in its sole and absolute discretion, to edit (or to require the entrant to edit and resubmit) any submission entered that contains material that violates these Rules.

Entrants may only use one (1) email address to enter. Entries made using multiple email addresses or generated by script, macro, robotic, programmed, or any other automated means are prohibited and are subject to disqualification at the Competition Sponsor's sole and absolute discretion.

Any entry that does not follow the above format (as determined by Competition Sponsor in its sole and absolute discretion) will not be eligible for entry in this Competition and will be discarded.

By entering this Competition, entrants agree to be bound by these Rules and the decisions of the Competition Sponsor and Judging Panel (as defined below) which are final.

## **PHASE 2: SPRING JUDGING PERIOD (JUNE 13, 2022 – JUNE 16, 2022):**

Representative will manage, monitor and prepare materials for the Judging Panel (as defined below). During the Judging Period, all eligible submissions will be judged by a panel of four eco-experts, independent from the sponsor, along with one representative from the sponsor for a total of five judges (the "**Judging Panel**").

The recipe submitted by each contestant will be assigned a total score out of 100 by each member of the Judging Panel, based on the following criteria:

1. Criteria Alignment: How sustainable is your recipe? Does it include Tre Stelle and how many other sustainable ingredients listed as the top five criteria: (50 points, 10 points per criteria, averaged to a total of 50 based on number of ingredients)
  - Local (made in Canada)
  - Low to No Waste (compostable, recyclable)
  - Healthy (Good for you, good quality ingredient)
  - Ecologically Responsible (low environmental impact)
  - Fair and Accessible (easy access for all at affordable prices)
2. Video / Sustainable Story: Do you clearly explain how your recipe is sustainable, which behaviours contribute to it and what you would do with the prize money (25 points).
3. Recipe Appeal: Does the recipe look delicious, would people want to recreate it (25 points).

The total result of the above scores will account for 100% of the overall score. The top four submissions with the highest overall scores will be deemed the finalists (subject to verification of eligibility and compliance with the terms of these Official Rules, as outlined in Section 3). In the event of a tie, the entrants who received the highest video score will be re-judged by the Judging Panel against the above judging criteria to select a finalist. Sponsor reserves the right, in its sole discretion, to select less than the stated number of finalists in the event that Sponsor does not receive a sufficient number of eligible entries. Decisions of the Sponsor and Judging Panel are final and binding in all matters. Sponsor will not disclose judging scores. The odds of being selected as a finalist depend on the total number of eligible entries received and the above judging criteria.

## **ENTRY VERIFICATION AND CONDITIONS:**

All submissions subject to verification. Proof of submission does not constitute proof of entry in the Competition. Any attempt by an individual/school to submit more than the stated maximum number of submissions by using multiple/different names, email addresses, accounts, identities, registrations and logins, or any other methods, or has entered or participated in any fashion not sanctioned by these Rules will void that individual's/school's submission and will be disqualified from the Competition and, at the sole and absolute discretion of the Sponsor, any of the Sponsor's other promotions. Submissions that are lost, late, incomplete, illegible or corrupted are void and will not be accepted. Submissions that are found to be copies of other submissions previously entered in the Competition or to contain content plagiarized from other websites and/or publications will be void and will result in the entry's disqualification.

## **ADDITIONAL GUIDELINES FOR SUBMISSIONS:**

Submissions must not: (a) be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, sexual orientation, professional or age group, profane or pornographic, contain or reference nudity or any materially-dangerous activity; (b) promote drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political or religious agenda or message; (c) be obscene or offensive, or endorse any form of hate or hate group; (d) contain or reference trademarks, logos (except those of Sponsor) or trade dress owned by others, or advertise or promote any brand or product of any kind, without permission, to the extent permission is necessary, or contain any personal identification, such as license plate numbers, personal names, email addresses or street addresses; (e) contain copyrighted materials owned by others, without permission, to the extent permission is necessary; (f) contain materials embodying the names, likenesses, or other indicia identifying any person, living or dead, without permission; and be false or misleading. Notwithstanding the foregoing, Sponsor reserves the right to permit, in its sole discretion, Submissions containing non-infringing and incidental use of trademarks owned by others.

**By entering a video or photo submission**, you warrant and represent that: (a) it has not been previously published; (b) it has not received previous awards; (c) it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (d) other participants depicted in the video, if any, have given consent to its entry into the Competition and use as contemplated by these Rules; (e) publication via various media including Web posting and posting in social media, will not infringe on the rights of any third party; (f) it is appropriate for the Competition, in "good taste", in keeping with Sponsor's image and suitable for publication (e.g. must not be obscene or indecent), as determined by Sponsor in its sole and absolute discretion; (g) it does not contain any commercial content that promotes any product or service other than those offered by Sponsor; and (h) you have waived all moral rights in and to the video and submission materials in favour of the Sponsor. Without limiting any of the foregoing, videos submitted cannot be a parody or derogatory. Any video that, in the sole opinion of Sponsor, is deemed to be inappropriate for publication or inclusion in the Competition for any reason will be disqualified from the Competition. A parent of a student under 13 entering with their child warrants and represents that the video or photo submission does not infringe the above section.

## **VERIFICATION:**

All Entries and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a

form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Competition; (ii) for the purposes of verifying the eligibility and/or legitimacy of an entry and/or other information entered (or purportedly entered) for the purposes of this Competition; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Competition in accordance with the Sponsor’s interpretation of the letter and spirit of these Rules. Further, the Sponsor reserves the right to request the original for the purposes of verification. Failure to provide such proof and/or other materials to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Competition will be the official time-keeping device(s) used by the Sponsor. Proof of transmission (screenshots or captures etc.) or attempted transmission of an entry or of an attempted entry or of any communication, does not constitute proof of delivery or receipt by the Sponsor.

#### 4. **PRIZES**

There are two types of prizes available to be won during the Competition Period consisting of:

- (1) four \$5,000 cash grants for school staff to win on behalf of their class/school.
- (2) four \$500 cash prizes for individual students to win

**ADDITIONAL PRIZE INFORMATION:** All Prizes must be accepted as awarded and are not transferable or assignable (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions are permitted, except at Sponsor’s option. Without limiting the generality of the foregoing, the following general conditions apply to the Prizes, other specifics of the Prizes will be at the sole and absolute discretion of the Sponsor and subject to availability. None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Prizes awarded in connection with the Competition. To the fullest extent permitted by applicable law, the confirmed winners understand and acknowledge that they may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should their Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting the Prize, the confirmed winners agree to waive all recourse against the Sponsor and all of the other Released Parties if their Prize or a component thereof does not prove satisfactory, either in whole or in part. If any activity relating to the Prize is cancelled or postponed for any reason, the Sponsor reserves the right not to award the Prizes.

#### 5. **PRIZE AWARD**

On Friday, June 17, 2022 (the “**Prize Draw Date**”) at 5:00 p.m. (ET) at 122 Rayette Rd, Vaughan, ON L4K 2G3, Canada, four (4) school staff and four (4) students will be announced by the Judging Panel after reviewing all submissions.

**NOTIFICATION PROCESS:** Three attempts will be made by the Competition Sponsor or its representatives to contact the selected entrant via email address within two (2) business days of Prize Draw Date with further information on how to be confirmed as a winner and claim their Prize. If a selected entrant cannot be reached, for whatever reason, another entrant may be randomly selected (from eligible entries received) at the sole and absolute discretion of the Competition Sponsor.

If a selected entrant cannot be reached within the timeframe specified above, is not in compliance with these Rules, declines the Prize, or the email correspondence between the Competition Sponsor and selected entrant is returned as undeliverable without a forwarding address, then the Prize may be forfeited by that selected entrant and the Competition Sponsor reserves the right to select another entrant from the remaining eligible entries to award the Prize. Prizes will be awarded subject to these Rules and verification of Prize winners. If the Prizes are unclaimed as of June 22, 2022, the Sponsor will select the next submission with the highest score to receive the prize.

## 6. GENERAL

The decisions of the Competition Sponsor and/or Judging Panel are final and binding, without right of appeal, with respect to all aspects of this Competition (including without limitation, eligibility and/or disqualification of entries) and entrant agrees to abide by the Rules and all the instructions and decisions of the Competition Sponsor and/or Judging Panel. In the event of any dispute regarding the interpretation of these Rules, the decision or interpretation of the Competition Sponsor and/or Judging Panel shall prevail.

In the event of a dispute as to who submitted an entry, the entry will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. “**Authorized Account Holder**” is defined as the person who is assigned to an email address by an Internet access provider, on-line service provider or other organization (e.g., business, educational institution, school district, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Selected entrant may be required to provide the Competition Sponsor with proof that he/she is the Authorized Account Holder of the email address associated with the selected entry.

The Competition Sponsor reserves the right at its sole discretion to disqualify any individual from the Competition, and to ban that individual from any future promotion of the Competition Sponsor, if the Competition Sponsor finds or believes such individual to be tampering with the entry or voting process or the operation of the Competition or where applicable, the Competition website or application; to be acting in violation of these Rules or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass the Competition Sponsor, the Competition Sponsor’s agencies, other entrants or any other person. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE COMPETITION SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

## 7. WINNER INFORMATION

No communications will be entered into except with the selected entrants. For the name of the winners, send an email to Cheese4Change@evangelinepr.com between June 12, 2022 and August 12, 2022.



## 8. MODIFICATION OR TERMINATION OF COMPETITION

All entries become the property of the Competition Sponsor. Any entry that is late, illegible, incomplete, altered, or contains false information, is invalid. Competition Sponsor is not responsible for lost, stolen, delayed, damaged or misdirected claims or entries or for any problems or technical malfunction of any internet or telephone network or broadcast transmission during the Competition. The Competition Sponsor is not responsible for any errors or omissions with respect to the printing or advertising of this Competition and reserves the right, subject only to the approval of the [\*Régie des alcools, des courses et des jeux\*](#), in Canada to withdraw, amend or cancel this Competition in the event of a printing or administrative error.

In the event that, due to a printing, manufacturing, mechanical or other error of any kind or nature whatsoever, more Prizes are claimed than are intended to be awarded according to these Rules, Prizes will stop being awarded when the Competition Sponsor becomes aware of an error respecting the number of Prizes and the Competition Sponsor reserves the right, in its sole and absolute discretion, to conduct new judging amongst all eligible and approved Prize claimants whose claims have not yet been redeemed to award the remaining number of advertised Prizes. In no event will the Competition Sponsor or Competition Entities (as defined below) be liable for more than the stated number of Prizes contained in these Rules.

## 9. LIMITATION OF LIABILITY

The Competition Sponsor accepts no responsibility for loss, damage or claims caused by the awarded Prizes or the Competition itself. By entering, entrant releases and holds harmless Competition Sponsor, its affiliated and related companies and advertising, promotional agencies, and all of their respective directors, officers, shareholders, employees, agents, successors and assigns (collectively, the “**Competition Entities**”) from any and all liability for any injuries, loss or damage of any kind arising from or in connection with the Competition or any Prize won.

Without limiting the release of liability provisions herein, and for greater certainty, the Competition Entities will not be liable for: a) any incorrect or inaccurate information, whether caused by the application or the Competition website users or by any equipment or programming associated with or utilized in the Competition or by any technical or human error which may occur in the processing of entries in the Competition; b) any error, omission, interruption, deletion, defect or delay in operation of the Competition website or application or any transmission in connection with the Competition; c) any communications line failure, theft, destruction or unauthorized access to, or alteration of, entries; d) any problems with, or technical malfunction of, any telephone network or lines, or failure of mobile device or mobile web browser, computer on-line systems, servers or providers, computer equipment, software, or failure of email which may occur for any reason whatsoever, including technical problems or traffic congestion on the Internet or at any website or text messaging system or combination thereof; or e) any injury or damage to entrants' or to any other person's computer or mobile device related to or resulting from participating or uploading or downloading materials in this Competition. If the Competition is not capable of running as planned

for any reason, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause of any nature whatsoever beyond the reasonable control of the Competition Entities which corrupt or affect the administration, security or proper conduct of this Competition, the Competition Sponsor reserves the right at its sole discretion to, without advance notice, terminate or suspend the Competition, in whole or in part, or modify it in any way, subject only to the approval of Quebec's Régie des alcools, des courses et des jeux.

#### **10. PRIVACY**

Personal information collected from entrants will be used by the Sponsors solely for the purpose of administering this Competition. The Sponsors will not sell, share or otherwise disclose entrants' personal information with or to third parties, other than third-party service providers engaged by them to fulfill the above purposes or as otherwise permitted or required by law. No further informational or marketing communications will be received by entrants. The Competition Sponsor respects your right to privacy of your personal information. Entrants recognize that their personal information may be stored and/or processed outside Canada and, as such, it may be subject to foreign laws and it may be accessible to foreign governments, courts, law enforcement and regulatory agencies. If entrants have any questions regarding the Sponsors' privacy practices or those of their service providers, or if entrants wish to request access to, or correction of, their personal information, you may email the Sponsors at [Cheese4Change@evangelinepr.com](mailto:Cheese4Change@evangelinepr.com).

By entering this Competition, you consent to the Competition Sponsor's use, should you become a winner, of your name, place of residence and photograph or other likeness, without further compensation or notice, for publicity, advertising or informational purposes in any media or format (including the Internet) in connection with this Competition or future similar contests.

#### **11. GOVERNING LAW & VENUE**

Except as provided for in Rule 12, this Competition shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

#### **12. ENFORCEABILITY**

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

For residents of Quebec: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

#### **13. ENGLISH LANGUAGE VERSION**



In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Competition-related materials, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

14. **SPONSOR**

You may contact the Sponsor by sending written communications to: Arla Foods Inc: 675 Rivermede Road, Concord, ON L4K 2G9, If you experience technical problems you may contact Sponsors by e-mail at: [Cheese4Change@evangelinepr.com](mailto:Cheese4Change@evangelinepr.com)