



SUBMISSION AND ENTRY REQUIREMENTS

In order to be eligible to enter and win Lely North America's *The way to dairy award* promotion, each application must be completed in its entirety by uploading and confirming the following:

1. **Essay** – complete an essay to the question that is no more than 500 - 700 words on the topic “*How does your dairy farm feed a growing global population while being a sustainable and profitable enterprise that contributes to your local community?*”;
2. **Two (2) Letters of recommendation** – provide two (2) letters of recommendations from a community leader (Examples: financial advisor/banker, veterinarian, county supervisor, breed association officer, USDA/Health Canada/CFIA specialist, consultant, etc.);
3. **One (1) fully completed Application form** (available at www.thewaytodairyaward.com);
4. **Up to three (3) photos** of the entrant's farming operation (examples of acceptable photos include photos of the current milking system, an aerial view of the farmstead, photos of the farm entrance, photos of people working among cows, photos of people doing tasks on the dairy, etc.) If any photo submitted contains the image of an identifiable individual(s) (other than the entrant), the consent of the individual(s) must be obtained before submitting the photo. Only photos taken by entrants will be accepted. Third party photographs, including professional photographs, cannot be accepted; and
5. **Review and confirm acceptance of *The way to dairy award* promotion official rules.**

NOTICE TO PARTICIPANTS

1. **Video Shoot** – Four (4) finalists will be selected and required to participate in a photo/video shoot between August 7, 2018 and September 28, 2018, inclusive (precise date(s) and time(s) to be determined by sponsor).
2. **Interview** – All four (4) finalists will be required to participate in an online interview with a panel of judges via WebEx and must be available for up to 1.5 continuous hours (90 minutes) on November 5, 6, 7, 8 or 9, 2018 between the time of 9 a.m. CST and 4 p.m. CST, inclusive (precise date(s) and time(s) to be determined by sponsor).



OFFICIAL RULES

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

1. **ELIGIBILITY:** Open only to individuals who, as of February 14, 2018, are: (a) at least 25 years of age; (b) legal residents of the United States or Canada; and (c) harvest milk from 50 dairy cows or more.

Directors, officers, and employees of sponsor or its Lely Centers, affiliates, subsidiary and parent companies, distributors, contractors, advertising and promotion agencies, and members of immediate families or households of, or those who are domiciled with, any of the foregoing persons are not eligible. Any person that is otherwise prohibited by contract, law, or other rule from participating in the promotion is not eligible to win any prize in conjunction with the promotion. VOID WHERE PROHIBITED BY LAW. THE ACT OF ENTERING THIS PROMOTION CONSTITUTES ACCEPTANCE OF THE RULES AS CONTAINED HEREIN AND OF THE DECISIONS OF SPONSOR, WHICH ARE FINAL AND BINDING IN ALL RESPECTS.

2. **PROMOTION PERIOD:** The entry period for the Lely North America *The way to dairy award* promotion (the “**promotion**”) begins on February 14, 2018 at 12:00:01 a.m. CDT and ends on June 30, 2018 at 11:59:59 p.m. CDT (collectively, the “**promotion period**”).

3. **HOW TO ENTER:** During the promotion period, visit <http://www.thewaytodairyaward.com> (“**website**”) on the website and complete the form provided to request an application form. Then, following the instructions provided on the application and the website, fully complete and submit the application and all required entry information.

Specifically, in order to enter, each entrant must submit to the sponsor: (a) a fully completed application (using the sponsor’s form provided on the website) describing the entrant’s farm enterprise, community involvement, dairy involvement, and farm practices; (b) two (2) letters of recommendation in support of the entrant (acceptable sources of letters of recommendation include, but are not limited to an entrant’s financial advisor/banker, veterinarian, county supervisor, breed association officer, USDA/Health Canada/CFIA specialist, consultant, etc.); (c) one (1) 500 to 700 word essay on the topic “*How does your dairy farm feed a*



growing global population while being a sustainable and profitable enterprise that contributes to your local community?"; and (d) up to three (3) photos of the entrant's farming operation (examples of acceptable photos include photos of the current milking system, an aerial view of the farmstead, photos of the farm entrance, photos of people working among cows, photos of people doing tasks on the dairy, etc.) If any photo submitted contains the image of an identifiable individual(s) (other than the entrant), the consent of the individual(s) must be obtained before submitting the photo and the sponsor reserves the right to request proof of such consent(s). Only photos taken by entrants will be accepted as part of an entry submission. Third party photographs, including professional photographs, cannot be accepted by the sponsor. Collectively, items (a) through (d) above constitute a "submission". The sponsor reserves the right to request such additional informational in support of an entrant's submission as may be reasonably required by sponsor and/or its representatives to assess any submission.

Submissions must not contain copyrighted materials or any other materials that may be restricted, prohibited, or outlawed by federal, provincial, or municipal/local laws. In addition, submissions must adhere to the following standards in order to be eligible for entry into the Promotion: (c) The essay must: (i) be written in English and contain between 500 and 700 words; (ii) address the specific essay question presented above; (iii) be original, and not have been previously published, released, or distributed; (iv) have been created and be owned exclusively by the entrant; (v) follow an organized, multiple-paragraph format; (vi) exhibit the standard rules of grammar and mechanics. An essay beyond 700 words will be penalized with a deduction of 10 points. Submissions must not be of an offensive, explicit, negative, or controversial nature as determined solely by sponsor.

Once submitted, sponsor may post submissions on the website (or one of sponsor's other publicly accessible websites) or disseminate submissions through print and/or broadcast media either during or following the promotion. Such postings may be on a rotating or occasional basis and may be discontinued at any time in sponsor's sole discretion. Posting of a submission during the promotion period is not meant to indicate that the submission is a winner, a finalist, or a selected entrant in the promotion, or that it is otherwise favored in any way.



Postings will occur solely for promotional purposes. Publication of entrant's submission must not violate any legal obligations or the legal rights of any third party.

LIMIT: Only one submission per participant. Any attempt by a participant to enter more than once during the promotion period may result in disqualification of all submissions by that participant for the entire promotion period, and from future sponsor promotions.

FINALISTS AND WINNER SELECTION: Between July 13 and 27, 2018, inclusive, at the offices of sponsor, 775 250th Ave, Pella, IA 50219, eligible submissions received during the promotion period will be assessed by a panel of judges selected by sponsor (or sponsor's designee) based upon the following equally weighted criteria: originality, quality of writing, organization, professionalism and adherence to theme. In the event of any tied submissions during judging of the promotion, the submission with the highest score on "adherence to theme" will be used to break the tie. If "adherence to theme" scores are also tied, the tie will be broken by "professionalism." The four highest scoring submissions will be chosen as finalists in the promotion, subject to verification of eligibility and compliance with these official rules. The decisions of the judges are final and not subject to appeal. Odds of becoming a finalist in the promotion depend on the total number of eligible submissions received and the judges' application of the weighted criteria above to the submissions received. The four (4) finalists will be notified by sponsor or a representative thereof on or about August 1, 2018 at 5:00 p.m. CDT. Each finalist must be able to participate in an on-farm video shoot between August 7, 2018 and September 28, 2018 (precise date(s) and time(s) to be determined by sponsor). Additionally, each of the four (4) finalists will be required to participate in an online interview with a panel of judges via WebEx and must be eligible for up to 1.5 hours on November 5, 6, 7, 8 or 9, 2018 between the time of 9 a.m. CST to 4 p.m. CST (precise date(s) and time(s) to be determined by sponsor). Upon completion of the video shoot and interview, to select the winning finalist a panel of judges selected by sponsor (or sponsor's designee) will assess each submission, finalist video, interview, essay, application, up to three photos and two letters of recommendation based upon the following equally weighted criteria: interview quality; creativity and originality of essay; professionalism, and adherence to promotion theme. The finalist with the highest score, as determined by the judging panel having applied the criteria immediately above to each finalist video and interview, will be declared the winner in the



promotion. In the event of any ties during judging of the finalists, the finalist with the highest score on “adherence to promotion theme” will be used to break the tie. If “adherence to theme” scores are also tied, the tie will be broken by “professionalism”. Odds of being a selected entrant in the promotion depend on the judges’ application of the weighted criteria above to each of the finalist submissions, but in any event are no less than 1 in 4.

5. NOTIFICATION OF FINALISTS AND GRAND PRIZE WINNER: Two (2) finalists will be announced by a representative of the sponsor at the Canada Outdoor Farm Show on September 11, 2018 and two (2) finalists will be announced by a representative of the sponsor at the World Dairy Expo on October 3, 2018. The grand prize winner will be notified by telephone and email by the sponsor or a representative thereof at approximately 5:00 p.m. CDT on or about December 6, 2018. Failure by the potential winner to respond to such notification within seven (7) days after sponsor’s first attempt, failure by the potential winner to adhere to these official rules, or the return of any notification will result in disqualification of the potential winner the grand prize will be awarded to the next highest scoring finalist in the promotion (this process will be repeated until the grand prize has been awarded or there are no remaining eligible finalists, whichever occurs first). Names of confirmed winners will be posted on the website by December 22, 2018.

6. PRIZE: One (1) grand prize is available to be won in the promotion, consisting of the winner’s choice of one (1) Vector automated feeding system OR one (1) Lely Astronaut robotic milking system to be installed on a farm in the United States or Canada. Approximate retail value (“ARV”) of the grand prize: \$250,000 USD/CDN; total ARV of all grand prizes: \$250,000 USD/CDN. No substitution, cash equivalent, transfer, or assignment of any grand prize is permitted except at the sole discretion of sponsor. Winner is responsible for payment of taxes (if any) on the grand prize and for any other expenses associated with the grand prize not specifically described herein. The grand prize will be delivered to the confirmed winner on or before December 1, 2019 (the time between awarding the grand prize and delivery of the grand prize is necessary to allow for planning, building and installation of the grand prize in accordance with the confirmed winner’s specifications). No installation or planning services will be provided by sponsor as part of the grand prize.



The potential winner will be awarded his or her grand prize only after such potential winner's eligibility has been verified and such potential winner has completed and fully executed a statement of eligibility and liability/publicity release in a form acceptable to the sponsor (unless prohibited by law). If a potential winner is from Canada, he/she may also be required to correctly answer, unaided, a time-limited mathematical skill-testing question posed by the sponsor at a mutually convenient time prior to being declared the winner in the promotion.

Failure by the potential winner to return the liability/publicity release described above within ten (10) days after request by the sponsor or to correctly answer the skill-testing question (if required) may result in disqualification of the potential winner.

7. GENERAL: Sponsor is not responsible for internet service outages, delays, equipment malfunctions, or any other technological difficulties that may prevent an individual from completing a submission. Use of any device to automate sending of a submission in the promotion is prohibited. Proof of sending a submission shall not be deemed proof of receipt by sponsor. Sponsor's computer is the official time keeping device for the promotion. The sponsor is not responsible for submissions not received due to difficulty accessing the internet, service outage or delays, computer difficulties, or other technological problems.

8. DISCLAIMER: Sponsor disclaims any and all liability for any infringement of any third parties' rights in any submission. The sponsor is not responsible for typographical or other errors in the printing, offering, or administration of the promotion, or in the announcement of the grand prize, finalists, or the grand prize winner. The sponsor is not responsible for lost, late, misdirected, undeliverable, or incomplete submissions due to system errors or failures, or faulty transmissions or other telecommunications malfunctions and/or submissions not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, or faulty transmissions, or for any problems or technical malfunction(s) of any telephone network or lines, computer online systems, servers or providers, computer equipment, or entries not received on account of technical problems or traffic congestion on the Internet, or at a web site, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from



entering the promotion or downloading any material for the promotion, or other telecommunications malfunctions which may limit a participant's ability to participate.

9. LIMITATION OF LIABILITY AND INDEMNIFICATION: Except where prohibited by law, promotion participants hereby release from all liability, loss, damage, or injury resulting from, and agree to indemnify, defend, and hold harmless sponsor and its parent companies, subsidiaries, affiliates, directors, officers, managers, members, employees, and agents against any and all liability, damages or causes of action (however named or described), with respect to or arising out of (a) participant's participation in the promotion; (b) the receipt or use of any grand prize awarded, or (c) use of any information or materials provided by participant to sponsor for purposes of this promotion (including, without limitation, submission of and sponsor's use of participant's submission). The prize is awarded "AS-IS," and sponsor, and its employees and agents have neither made nor are in any manner responsible or liable for any warranty, representation, guarantee, express or implied, in fact or in law, relative to any grand prize including, but not limited to, their quality, condition, or fitness for a particular purpose. Sponsor is not responsible for and shall not be liable for lost, late, delayed, incomplete, unreadable, garbled, inaccurate, or erroneously transmitted submissions or information provided by promotion participants.

10. MODIFICATION AND TERMINATION: In the event the promotion is compromised by unauthorized human intervention, tampering, mechanical, technical, or electronic failures, or other causes beyond the reasonable control of the sponsor, which corrupt or impair the administration, security, fairness, or proper operation of the promotion, the sponsor (with the consent of the Régie des alcools, des courses et des jeux in Quebec) reserves the right, but not the obligation, in its sole discretion to void any submissions made fraudulently or to suspend, modify or terminate the promotion, in which case the sponsor shall not be required to award any grand prize or substitute prize. The sponsor will prosecute any and all fraudulent activities to the fullest extent of the law. Sponsor reserves the right (with the consent of the Régie des alcools, des courses et des jeux in Quebec) to modify or end the promotion at any time in its sole discretion.



11. ADDITIONAL PROMOTION CONDITIONS: By participating in the promotion, each participant assigns ownership of and all moral rights in his or her submission to sponsor, including all rights to print, publish, broadcast, edit and use, worldwide in any media now known or hereafter developed, at any time or times, such submission. Each participant also represents and warrants that any and all materials submitted for entry into this promotion are such participant's own, that such participant owns all rights, interest, and title to any and all such materials, and that participant has secured any necessary consents or waivers from third parties relating to such materials.

12. PRIVACY: By participating in this promotion, entrants agree to the collection and use of their personal information for administering the promotion and grand prize fulfillment. Finalists and the winning participant hereby grant sponsor and its licensees, affiliates and assigns the right to print, publish, broadcast, edit and use, worldwide in any media now known or hereafter developed, their respective names, portraits, pictures, voices, likenesses and biographical information for advertising and promotional purposes relating to this promotion without additional notice or financial or other compensation, unless prohibited by law. Any inquiry concerning privacy matters relating to the Promotion should be addressed to sponsor as follows: Lely North America, Attn: Privacy Officer, 775 250th Ave, PO Box 437, Pella, IA 50219.

13. PUBLICITY: The winner must sign a publicity release prior to acceptance of the grand prize unless prohibited by law. The winner further agrees to appear for any presentation or other activity which may include filming, audio, video, electronic or other recordings and/or interviews as may be determined from time to time by the sponsor, unless prohibited by law. By providing information pursuant to this promotion, the participant consents to the sponsor's use of such information for promotional or any other purposes allowed by law.

14. GOVERNING LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these official rules or the rights and obligations as between participant and sponsor in connection with the promotion shall be governed by and construed in accordance with the internal laws of the State of Iowa including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that



would cause the application of any other state's or jurisdiction's laws. Except where prohibited, by participating in this promotion, entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this promotion, or awarding of the prize(s), shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this promotion but in no event attorneys' fees; and (c) under no circumstances will any participant be permitted to obtain awards for and hereby waives all rights to claim 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. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

15. INVALIDITY: The invalidity or unenforceability of any provision of these official 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 official 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. Headings and captions are used in these official rules solely for ease of reference, and shall not be deemed to affect in any manner the meaning or intent of these official rules or any provision hereof. These official rules cannot be modified or amended in any way except in writing by a duly authorized representative of sponsor.

16. QUEBEC RESIDENTS: 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 des alcools, des courses et des jeux only for the purpose of helping the parties reach a settlement.

17. OFFICIAL RULES: These official rules will available online at www.thewaytodairyaward.com To receive a copy of the official rules by mail, send a self-addressed stamped envelope to Lely North America, The Way to Dairy Promotion Rules Request, 775 250th Ave, PO Box 437, Pella, IA 50219. All requests must be received by the end of the promotion period. Limit one request per stamped outer envelope.



18. WINNER LIST: For a copy of the Official Winner List mail a self-addressed stamped envelope to Lely North America, The Way to Dairy Promotion Winner List Request, 775 250th Ave, PO Box 437, Pella, IA 50219. All requests must be received by January 31, 2019. Limit one request per stamped outer envelope.

19. SPONSOR: Lely North America, 775 250th Ave, PO Box 437, Pella, IA 50219.



ABBREVIATED RULES:

No purchase necessary. Promotion closes June 30, 2018. One grand prize is available to be won, consisting of one (1) Vector automated feeding system OR one (1) Lely Astronaut robotic milking system (approximate retail value: \$250,000 US/CAD). Promotion open only to persons who as of February 14, 2018, are : (a) at least 25 years of age, (b) legal residents of the United States or Canada, (c) harvest milk from 50 dairy cows or more. Void where prohibited. Odds of becoming a finalist depend upon application of judging criteria to eligible entries received; if declared a finalist, odds of winning depend upon application of judging criteria to finalist entries, but are no worse than 1 in 4. Mathematical skill-testing question may be required. Subject to full Official Rules at www.thewaytodairyaward.com. Sponsor: Lely North America, 775 250th Ave, PO Box 437, Pella, IA 50219.