

**Promised Land Dairy (“Sponsor”)  
Facebook Sweepstakes Rules & Regulations (“Rules”)  
Holiday 2011 Fan Sweepstakes (“Sweepstakes”)**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH FACEBOOK.**

**Sponsor:**

Promised Land Dairy: 9901 IH West Suite 700, San Antonio, TX 78230. You are providing your information to Promised Land Dairy and not to Facebook.

**Sweepstakes Entry Period:**

Commencing Friday, December 16<sup>th</sup>, 2011 at approximately 5:00pm (CT) and ending Friday, December 30, 2011 at approximately 5:00pm (CT) (the “Sweepstakes Period”).

**Eligibility:**

All Entrants (defined below) and winning Entrants must be legal residents of the continental United States, and at least thirteen (13) years old as of the date of entry into the Sweepstakes. Sweepstakes not open to residents of the State of California, employees of the Sponsor (Promised Land Dairy), Group Lala, Borden Dairy, and their affiliates, subsidiaries, agents and advertising agencies, and members of the immediate family of any such persons are not eligible to participate and win. The term “immediate family” includes spouses, siblings, parents, children, grandparents, and grandchildren, and any other persons residing at the same household as the employee, whether or not related.

Entrants are prohibited from using multiple names, accounts or other means to seek more than one basic entry. Any attempt to do so or otherwise tamper with the entry process is grounds for disqualification. In the event of a dispute over the identity of an online Entrant, such entry will be deemed submitted by the authorized account holder of the email account and email address submitted at time of entry. The authorized account holder of an email account is defined as the natural person assigned to an email address by an Internet access provider, online service provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address on an Entry Form (defined below).

**How To Enter:**

**No purchase is necessary to enter the Sweepstakes, and a purchase will not increase your chances of winning.** During the Sweepstakes Period, Sweepstakes participants (each an “Entrant”) are invited to visit the Promised Land Dairy Facebook brand page (“FanPage”) at <http://www.facebook.com/promisedlanddairy> and complete the online entry form (“Entry Form”) available on the Sweepstakes canvas page. In order to gain access to the Entry Form, an Entrant must first “Like” the FanPage. In the Entry Form, Entrants must submit his or her full name, e-mail address, mailing address (for prize fulfillment), and T-shirt size (for prize fulfillment). A checkbox will also be available to indicate consent to be added to Promised Land Dairy’s Moo-mail email newsletter program (“Moo-Mail”).

To be a valid entry, the Entry Form must be fully completed and submitted within the Sweepstakes Period. A maximum of one (1) online Entry Form per person within the Sweepstakes period is permitted. Bonus entries may be available following online basic entry via Refer-a-Friend mechanism or other means Sponsor deems appropriate and fair. To earn two (2) bonus entries, Entrants may “share” the Sweepstakes link via social media for others to enter. Sponsor’s database computer is the official timekeeping device for the Sweepstakes. Only valid entries will be eligible for prizes. Sponsor is not responsible for: (i) late, lost, misdirected, incomplete, or damaged entries, (ii) error, omission, interruption, defect, delay in operations or transmission, or for technical, network, or electronic malfunctions of any kind, (iii) errors in the administration or fulfillment of the Sweepstakes, including without limitation, mechanical, human, printing or distribution or production errors or (iv) any injury or damage to the Entrant’s or any other person’s computer related to or resulting from participation in the Sweepstakes. Sponsor

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may, at its sole discretion, modify, terminate or cancel the Sweepstakes based upon any error or if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort.

**Personal Data:**

Personal information obtained in the Sweepstakes will be used by the Sponsor (and its authorized agents) only to conduct the Sweepstakes. The information you provide will not be sold or distributed to third parties. Personal contact information of Entrants who opt-in to Promised Land Dairy’s Moo-mail email newsletter program will be transferred to an email database at the discretion of the Sponsor, for registration in the Moo-mail program. Moo-mail opt-in consent is optional, and not required to enter or win the Sweepstakes. Entrants may choose to unsubscribe to the Moo-mail program at any time. In addition, personal information obtained in the Sweepstakes may also be summarized in a non-personal, aggregate format for statistical and research purposes.

**Warranties and Release:**

By completing and submitting an Entry Form, you (a) represent and warrant that (i) you have read and agree to be bound by these Rules and any applicable policies or procedures posted by Facebook or that otherwise apply to your use of Facebook, (ii) based on the Rules, you are eligible to participate in the Sweepstakes, and (iii) all the information you provided as part of your Entry is accurate, does not violate any third party’s legal rights and otherwise does not violate applicable law, (b) agree to be bound by the interpretations of these Rules by the Sponsor which are final in all matters relating to the Sweepstakes and (c) acknowledge that this Sweepstakes is in no way sponsored, endorsed, administered or associated with Facebook.

By entering, Entrants release Facebook, the Sponsor (Promised Land Dairy), Borden Dairy, Grupo Lala, and their respective directors, employees, divisions, affiliates, officers, subsidiaries, agents, advertising agencies and all others associated with the development and execution of the Sweepstakes, from and against any and all liability with respect to or in any way arising from the Sweepstakes or the awarding and use of prizes, including liability for personal injury. SPONSOR MAKES NO WARRANTIES, REPRESENTATIONS OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR LAW, RELATIVE TO THE SWEEPSTAKES OR WITH REGARD TO THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY PRIZE OR COMPONENT OF ANY PRIZE.

**Winner Selection and Notification:**

Winners will be chosen on or about January 2, 2012 (from among all eligible entries submitted during the Sweepstakes Period) through a random drawing conducted by representatives of the Sponsor, whose decisions are final and binding in all matters relating to this Sweepstakes. Winners will be notified by email when their names are drawn, and will be given instructions on how to claim prize(s). In the event that the selected Entrant cannot be contacted within two (2) days of being selected or does not otherwise comply with these Sweepstakes Rules, the prize will be forfeited and an alternate entry selected. Winning Entrant(s) may consent to the use of his/her likeness, name, city and state, or photograph for advertising and publicity purposes in any and all media for Promised Land Dairy without additional compensation or notification. The consent each winning Entrant may give shall not be required to receive the prize, and each Winning Entrant may in his/her sole discretion decline to give such consent.

**Prize(s) and Prize Condition(s):**

Number of prizes awarded will total 10% of eligible entries received, up to a maximum of 200 prizes. Odds of winning depend upon the number of valid entries received. Up to five (5) Grand Prize Winners will each receive one (1) Prize Package including one (1) Promised Land Dairy T-shirt (ARV \$15.00), one (1) Thermal shopping bag (ARV \$18.00), one (1) Promised Land Dairy magnet (ARV \$3.00), and one (1) prize certificate with six (6) manufacturer coupons for a free

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quart-sized Promised Land Dairy milk (ARV \$16.20). Approximate retail value (ARV) of each Grand Prize Package: \$52.20. Twenty-five percent (25%) of prizes awarded, up to a maximum of fifty (50) Prize Winners will receive one (1) Promised Land Dairy T-shirt. ARV per prize: \$15.00. Forty percent (40%) of prizes awarded, up to a maximum of eighty (80) Prize Winners will receive one (1) Promised Land Dairy thermal shopping bag. ARV per prize: \$18.00. Remaining prizes awarded, up to a maximum of sixty-five (65) Winners will receive one (1) Promised Land Dairy magnet, ARV \$3.00 and one (1) Promised Land Dairy manufacturer coupon for a free quart-sized milk, ARV \$2.70 per coupon (total ARV per prize: \$5.70). Total ARV of prizes awarded (200 maximum prizes) equals \$2,821.50, excluding shipping.

Prize values are based on available information provided to the Sponsor, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Winning Entrants are solely responsible for reporting and paying any and all applicable taxes related to the prize(s) and paying any expenses associated with the use of any prize which are not specifically provided for in the Sweepstakes Rules. Prizes are not transferable or convertible to cash and must be accepted as awarded. Prizes will be shipped to the Entrant’s mailing address as listed on the Entry Form, no later than January 31, 2012. The Sponsor may substitute any prize for one of equal or greater value.

**Winner’s List:**

For a Winner’s list, send such requests by mail to: Launch Agency, ATTN: Promised Land Dairy Holiday Sweepstakes Winners, 4100 Midway Rd. Suite 2110, Carrollton, TX 75007. Winner notification will be available after January 6, 2012 and through February 6, 2012.

**Applicable Laws and Jurisdiction:**

The Sweepstakes is subject to all state and federal laws and regulations, and is void in California, outside the continental United States and where prohibited or restricted by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, the rights and obligations of entrant and/or Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard for conflicts of law doctrine, and all proceedings shall take place in Dallas, Texas. Except where prohibited, Entrants agree that (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prize awarded, or the determination of the winner, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective, in Dallas County, Texas, (ii) 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 (iii) under no circumstances will Entrant be permitted to obtain awards for and Entrant 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.

ANY ATTEMPT TO DELIBERATELY DAMAGE THE SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES OR OTHER REMEDIES FROM THE ENTRANT AND ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.