

**Dairy Farmers of Ontario “OBA #HomeCourtDunkoff” Contest  
OFFICIAL CONTEST RULES**

**1. AGREEMENT:**

These rules govern the *OBA #HomeCourtDunkoff Contest* (the “**Contest**”). No purchase is necessary to enter the Contest. The act of entering the Contest constitutes acceptance of these Contest rules (the “**Rules**”) and the decisions of the Sponsors shall be final and binding upon all Entrants.

**2. CONTEST SPONSOR:**

The Contest sponsors are the Dairy Farmers of Ontario and Ontario Basketball Association (the “**Sponsors**”). The Contest Prize Supplier is Maple Leaf Sports & Entertainment Partnership, Maple Leaf Sports & Entertainment Ltd. and their affiliates (collectively, “**MLSE**” or the “**Prize Supplier**”).

**3. ELIGIBILITY:**

The Contest is open to legal residents of Ontario who are at least twelve (12) years of age or older at the time of entry (each an “**Entrant**”). Employees, representatives or agents (and their immediate family members and those with whom such persons reside, whether related or not) of the Sponsors, the Prize Supplier, the National Basketball Association (the “**NBA**”) the NBA Member teams, NBA Media Ventures, LLC, NBA TV, LLC, and NBA Properties Inc. (collectively, the “**NBA Entities**”), and each of the above parties respective parent, affiliated or related companies, and their officers, directors, employees, governors, shareholders, agents, and promotional parties (collectively, the “**Released Parties**”) are not eligible to enter in the Contest or to receive any prizes offered in connection with this Contest. For purposes of the Contest, “immediate family members” shall include the mother, father, brothers, sisters, daughters, sons, partner or spouse of an individual (regardless of where any such “immediate family member” resides with such individual).

An Entrant under the age of majority in Ontario (a “**Minor**”) must obtain the consent of his or her parent or legal guardian to enter and participate in this Contest. The Sponsors reserve the right, in its sole and absolute discretion, to require proof of identity, eligibility and/or parental or legal guardian consent (in a form acceptable to the Sponsors – including, without limitation, government issued photo identification showing the age of an Entrant) to participate in this Contest. Failure to provide such proof to the satisfaction of the Sponsors in a timely manner may result in disqualification or forfeiture of any prize awarded in connection with this Contest.

**4. CONTEST PERIOD:**

The Contest begins on **August 12, 2020 at 12:00 a.m.** Eastern Time (“**ET**”) and ends on **September 7, 2020 at 11:59 p.m.** ET (the “**Contest Period**”).

**5. HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR WIN**

There is one (1) way to enter the Contest, as described herein. To enter the Contest:

- Eligible Entrants must log on to TikTok using their personal account and create a video (the “**Submission**”) that features a “dunk” related to milk and cookies or basketball. Entrants must have a valid TikTok account and must be able to receive direct messages from the Sponsors’ TikTok page to enter the Contest. If an individual does not have a TikTok account, he or she can visit [www.tiktok.com](http://www.tiktok.com) and follow the on-screen instructions to sign-up for a free TikTok account.
- The Submission must use the custom #HomeCourtDunkoff [track](#) (the “**Track**”) and be posted using #HomeCourtDunkoff and #OBADunkoff during the Contest Period.

An Entrant’s TikTok entry must be submitted and received at least 72 hours before any Toronto Raptors Round 2020 NBA Playoff Game in Round 1 or Round 2 (individually, the “**Playoff Game**”) and comply with all requirements set out in the Rules, including those set

out below. There is a limit of five (5) Entries per person during the Contest Period. All qualifying entries must be received by September 7, 2020 at 11:59 p.m. EST.

An Entry will be declared invalid if it is late, illegible, incomplete, damaged, irregular, forged, garbled or mechanically or electronically reproduced. If it is discovered by the Contest Sponsors (using any evidence or other information made available to, or otherwise discovered by, the Contest Sponsors) that any person has used or attempted to use multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter the Contest more than once or to otherwise participate in or disrupt this Contest, he/she will be disqualified from the Contest and any future contests of the Sponsors, in the sole discretion of the Sponsors.

Each entry and specifically the qualifying question response must: (i) not contain any disparaging, offensive, inflammatory, sexually explicit, profane, discriminatory, libelous or other inappropriate content of any kind (as determined by the Sponsors in their sole discretion); (ii) not contain any commercial content that promotes any product or service other than those of the Sponsors; (iii) not contain any language suggesting or encouraging illegal activity; (iv) not contain anything that infringes or may infringe any person's rights, including any human or intellectual property right; (v) not be false, misleading or inaccurate; (vi) not contain any identifiable third party products and/or trade-marks, brands, logos or copyright, and (vi) be in 'good taste' and in keeping with the Sponsors' brand image.

Do not include any personal information about any friends or family in your Submission or otherwise include any reference to or the likeness of identifiable third parties, unless consent has been obtained from all such persons and such persons have reached the age of majority in their jurisdiction of residence, or have obtained the consent of such individuals' parent or legal guardian.

Entries that do not conform with or satisfy any or all of the conditions set out in these Rules will be void.

All entries become the property of the Sponsors and will not be returned.

By submitting your information, including any necessary personal information and creating a TikTok account, you agree to the TikTok Terms of Use and Privacy Notice. If you do not agree to such Terms of Use and Privacy Notice, you cannot create a TikTok account, or participate in this Contest. Additionally, your account must be set to "public". By using TikTok through a wireless mobile device, standard text messaging and/or data rates may apply for each message sent or received from your device. Other charges may also be applied by your wireless carrier (consult your wireless plan for details before participating via wireless mobile device). You are responsible for all such charges.

The decisions of the Sponsors with respect to all aspects of this Contest are final and binding on all Entrants without right of appeal, including, without limitation, any decision of the Sponsors regarding the eligibility/disqualification of entries and/or Entrants. The Released Parties, as defined in section 3 above, shall not be responsible for lost, incomplete, illegible, late, misdirected, stolen or mutilated entries; any error, omission, interruption, defect or delay in transmission or communication, technical or mechanical malfunction, interrupted or unavailable cable or satellite systems, errors in these Rules, in any Contest-related advertisements or other relevant promotional materials, failures of electronic equipment, computer hardware or software, or inaccurate entry information, whether caused by equipment, programming used in this Contest, human processing error, or otherwise.

The Sponsors reserve the right, at its sole discretion, to disqualify any entry, to modify, terminate, or suspend this Contest (or amend these Rules) should a virus, bug, non-authorized human intervention, action of any Entrant(s), or other cause corrupt or impair the administration, security, fairness, or proper play of the Contest. The Sponsors reserve the right, to cancel or suspend this Contest, or to amend these Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason. Any attempt to deliberately undermine the legitimate operation of this Contest is a violation of criminal and civil laws and, should such an attempt be made, the Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law. The sole determinant of the time for the purposes of a valid entry in this Contest will be the Sponsors' official clock.

## **6. PRIZES AND WINNER SELECTION:**

Contest prize (the “**Prize**”) consists of one (1) ticket to a Toronto Raptors 2020 Playoff Game at OLG Play Stage. Each ticket admits one (1) vehicle to OLG Play Stage (Ontario Place Lot 2, 955 Lake Shore Blvd W, Toronto, ON M6K 3B9) on the date of the ticketed event, with a maximum of six (6) people per vehicle. Each person in the vehicle must have a seatbelt.

A maximum of one (1) Prize will be awarded per Entrant. Once an Entrant has won a Prize, he or she is no longer eligible to receive any other Prize in this Contest.

There are up to fourteen (14) prizes available to be won during the Contest.

The total approximate retail value of each Prize is **\$27 CDN**, and the total approximate retail value of all Prizes is **\$378 CDN**.

Seventy two (72) hours before each Toronto Raptors Playoff Game, the Sponsors will select two (2) Submissions (collectively, the “**Match Up**”) among all eligible entries received based on the following equally-weighted criteria: creativity, quality of video, level of effort.

After the selection, the Match Up will be posted to @OBAbball Instagram Stories and using the poll feature, Instagram users will individually vote for their preferred Submission. The Submission with the most votes within 24 hours of the Instagram Stories Match Up post (the “**Selection Date**”) will determine the Winner of the Match Up and receive a Prize.

Odds of winning will depend on the total number of eligible entries received during the Contest Period, which is unknown.

All incidental costs and expenses associated with a Prize that are not specifically referred to herein, including, without limitation and as applicable, transportation to and from any game for which tickets are issued, parking, beverages, gratuities, souvenirs, incidental and personal expenses, and items of a personal nature are not included and are the sole responsibility of each Prize winner and/or his or her guest.

Each Prize must be accepted as awarded without substitution and is not transferrable, refundable, for resale or convertible to cash. Each Prize winner and his or her guest must be able to attend the game on the dates and at the times indicated on the event ticket. No compensation will be provided for failure by the winner or his or her guest to claim, participate or attend any portion of the Prize when required or if the winner fails to accept the Prize as awarded. Prizes may not be exactly as shown in promotional materials. The Sponsors reserve the right, in the event that a Prize, or any component of a prize, cannot be awarded as described for any reason, to substitute the same for another prize or component thereof, of equal or greater value, without notice or liability. In the event that a substitute prize is awarded, such prize must be accepted as awarded and cannot be exchanged for cash or otherwise.

Each confirmed Prize winner (and, if a minor, his/her parent or legal guardian) and his/her guest(s) acknowledge and accept all risk of damage, injury or other loss incidental to any experience or game for which tickets are issued, whether occurring before, during or after the experience or game, and hereby voluntarily agree to assume the same. The Sponsors and Prize Supplier reserve the right to refuse admission and/or to expel from the game and/or any other aspect of the Prize, any person whose conduct is deemed by them to be objectionable. Expulsion from the game cancels the tickets for the offending individual(s) and the individual(s) thereupon forfeit(s) all claims with respect to the tickets. Participation in the Prize is subject to compliance with all applicable laws, by-laws, regulations; failure to comply may result in non-admission or expulsion from further participation in the Prize.

## **7. WINNER NOTIFICATION:**

On the Selection Date, the selected Entrant will be contacted by the Sponsors via direct message to the TikTok account linked to the Winner’s Submission. If a selected Entrant cannot be contacted or fails to respond within forty-eight (48) hours of the first attempt of contact by the Sponsors, he/she will be considered to have forfeited the Prize and will be disqualified, in the sole discretion of the Sponsors, and another Entrant may be selected from the remaining Match Up Submissions until such time as a contact is made with a selected Entrant, there are no more eligible Entries, or there is insufficient time

to award the prize, whichever comes first. The Sponsors will not be responsible for any failed attempt to contact any selected Entrant.

No contact or other correspondence in association with the Contest will be entered into except with each selected Entrant.

By participating in this Contest, confirmed winners (or if a minor, his or her parent or legal guardian) consent to the disclosure of their personal information to the Sponsors and/or the Prize Supplier as necessary for the purpose of delivery of Prizes or otherwise to carry out this Contest. By entering this Contest, further, each Entrant (and, if a minor, his/her parent or legal guardian) consents to the Sponsors and the Prize Supplier, and their respective agents and/or representatives, storing, sharing and using the personal information submitted in connection with this Contest for the purpose of administering the Contest and in accordance with each such Parties' privacy policy (available at: <https://new.milk.org/Privacy-Policy> <https://basketball.on.ca/about-us/policies-and-procedures/privacy-policy/>).

In addition, Prize claimants understand and agree that their participation in the Prize or any part thereof may be photographed, videotaped or otherwise recorded and, accordingly, the Prize claimants (or if a minor, his or her parent or legal guardian) hereby grant all rights and permission to being photographed, videotaped or to otherwise have their participation in the Prize or any part thereof recorded. The Prize claimants further agrees and consents to the use, publication or reproduction, without restriction and without further compensation, of any such videography, photography or other recording, including the use of their name, likeness of any nature, appearance, voice, place of residence, and/or other content submitted or created in connection with this Contest, including, for avoidance of doubt, any photograph, video, or other recording, of any kind, taken by a Prize claimant during or related to the Prize, in any publicity or promotional materials carried out by the Sponsors in perpetuity and in any media worldwide.

## **8. WINNER CONFIRMATION:**

Prior to being declared a confirmed winner of a Prize, a selected Entrant must correctly answer, unaided, an arithmetical, time-limited, skill testing question, to be administered at a mutually convenient time. Sponsors reserve the right to administer an alternate skill-testing question as it deems appropriate to address discrimination or disability issues. Selected Entrants (or if a minor, his or her parent or legal guardian) will also be required to sign and submit the Sponsors' declaration and release, which (among other things): (a) confirms compliance with these Rules; (b) acknowledges acceptance of the Prize as awarded; and (c) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize. If an eligible winner: (a) fails to submit the properly executed Contest documents, (b) cannot accept the Prize for any reason and/or (c) otherwise fails to comply with these Rules, then he/she will be disqualified (and will forfeit all rights to the Prize). If a Prize winner cannot be confirmed at least **4 hours of the scheduled ticketed event**, such Prize will not be awarded.

Before being able to participate in the Prize, the winner's guests (a "**Guest**") will be required to sign and return within the time stipulated by the Sponsors, a full declaration and release form stating that, among other things, he/she has read and understood these Rules, grants all consents required, accepts to participate in the Prize as offered and releases the Released Parties from any and all liability of any kind arising out of a Guest's participation in the Prize. Guests must have reached the age of majority in their jurisdiction of residence at the time of execution of the Guest release form in order to participate in the Prize or must otherwise have and provide proof of the consent of their parent or legal guardian to participate in the Prize as described herein.

## **9. GENERAL:**

By participating in this Contest, each Entrant (i) agrees to be bound by these Rules; (ii) agrees to release and hold harmless the Released Parties from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action; and (iii) releases the Released Parties from any and all liability in connection with this Contest and his/her participation therein and his/her use of his/her Prize.

Released Parties make no warranty (express or implied), guaranty or representation of any kind concerning any Prize (or any portion thereof).

The Released Parties will not be liable for (i) any failure of any website during the Contest Period; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any entry to be received for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website or mobile network; (iv) any injury or damage to an Entrant's or any other person's computer or other device related to or resulting from participating or downloading any material in the Contest; and/or (v) any combination of the above.

The Sponsors reserves the right, in its sole and absolute discretion to withdraw, suspend or amend this Contest in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsors that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to deliberately damage any website associated with the Contest or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law. The Sponsors reserve the right, in its sole and absolute discretion to cancel, amend or suspend this Contest, or to amend these Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason. In case of cancellation for any given reason, the Prizes may be forfeited.

This Contest is subject to all applicable federal, provincial and municipal laws and regulations.

The Sponsors reserve the right, in their sole and absolute discretion and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any Entrant or entry with these Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Sponsors, in their sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to website, print and/or online advertising, the terms and conditions of these Rules shall prevail, govern and control.

Sponsor: Dairy Farmers of Ontario, 6780 Campobello Road, Mississauga, Ontario L5N 2L8.

Administrator: Ontario Basketball Association, 55 Gordon Street, Suite 2A, Whitby, ON L1N 0J2.

By entering the Contest, each Entrant acknowledges and agrees that MLSE's sole and exclusive role in the Contest is that of Prize Supplier and that MLSE is in no way responsible for the administration of the Contest or the selection of winners and that all such responsibility rests with the Sponsors and the Administrator.

The Contest is in no way sponsored, endorsed or administered by, or associated with TikTok or Instagram. The Entrant provides personal information to the Sponsors, not to TikTok or Instagram. TikTok and Instagram are completely released of all liability by each Entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsors or the Administrator and not to Twitter or Instagram.

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