

California Milk Processor Board Moo Money Reward Program Terms and Conditions

The California Milk Processor Board Moo Money Reward Program (the “**Program**”) takes place from January 28, 2019 at 12:00:01 p.m. Pacific Time (“**PT**”) through April 30, 2019 at 11:59:59 p.m. PT (the “**Program Period**”). The Program is sponsored by California Milk Processor Board (“**Sponsor**”), 1001 Avenida Pico, Suite C507, San Clemente, CA 92673. The Program is administered by TPG Rewards, Inc. (“**Administrator**”), 29 Broadway, Suite 1400, New York, NY 10006.

Participation in the Program is also governed by Sponsor’s Privacy Policy available at <https://www.gotmilk.com/privacy-policy> (the “**Privacy Policy**”) and Sponsor’s Terms of Use (the “**Terms of Use**”), and the Privacy Policy and Terms of Use are hereby incorporated in their entirety into these Terms and Conditions by reference. In case of a conflict between the Privacy Policy, Terms of Use and/or these Terms and Conditions, these Terms and Conditions shall govern. By participating in the Program, participants accept and agree to these Terms and Conditions, the Privacy Policy and Terms of Use and the decisions of Sponsor which are final and binding in all respects.

Eligibility

Program is open only to legal U.S. residents who reside in California and who are eighteen (18) years of age or older. Employees, directors and officers of Sponsor, Administrator, each of their respective parents, subsidiaries and affiliated companies, and Sponsor’s advertising and promotion agencies and each of their respective officers and directors (collectively, the “**Program Entities**”), and each of their immediate family members and/or those living in the same household of each (whether legally related or not), are ineligible to participate in the Program. For purposes of this Program, “immediate family members” are defined as spouse, domestic partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren. Program is void where prohibited.

Enrolling in the Program

To register for the Program, go to www.moomoney.com (the “**Website**”) and follow the on-screen instructions to register for the Program by providing a unique username and password, your complete name, mailing address, and email address. A Moo Money Program Code (the “**Program Code**”) will be available via targeted media advertising during the Program Period. If you have a Program Code, you must enter it at the time of registration in order to benefit. A Program Code cannot be added to an account after registration has been completed. Once you have completed registration, you will receive a welcome email from Sponsor and welcome points. You can then earn Program points (“**Points**”) and you can log-in to your account on the

Website at any time during the Program Period to upload receipts (as described below), track the total number of Points you have collected, and redeem Points for “Rewards” (as described below).

As part of the registration, participants will be required to opt-in to receive future commercial email communications (i.e. emails) from the Sponsor and its designees. After successfully enrolling into the Program, participants may unsubscribe from receiving future commercial email messages from the Sponsor at any time by going to the Program Website, clicking on the “unsubscribe” link and then following the instructions to unsubscribe. You may also unsubscribe by clicking the “unsubscribe” link and following the instructions in any Program email.

You will be required to select a password at the time of registration. Sponsor may refuse to grant you a user name, and/or password that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is already in current use, is vulgar or otherwise offensive, may cause confusion, or for any other reason as determined by Sponsor in its sole discretion. You are responsible for ensuring the confidentiality of your password, and you agree not to transfer or sell your use of or access to the Website to any third party. If you have reason to believe that your registration information is no longer secure, you must promptly contact us via email at customerservice@moomoney.com and have your password changed. You are solely responsible for keeping your user name and password confidential for any and all activities, whether by you or anyone else, which are conducted through your account. Any duplicate or multi-person accounts are subject to cancellation.

This Program will continue until terminated, suspended, modified, or converted to another loyalty program by Sponsor. Sponsor may, in its sole and absolute discretion, cancel, change, suspend or modify any aspect of the Program, including the availability of rewards, at any time without notice.

Earning Points

During the Program Period, each time you purchase any gallon, half gallon, or quart, as well as any non-standard pack size such as 1.89 liter, liter, 1.5 liter or 96 fluid ounce container of dairy milk from a retailer in California who trades in dairy milk, including, but not limited to grocery, mass, club, convenience, drug, natural/organic, specialty, Hispanic and dollar channel retailers (each, a “**Qualifying Purchase**”) you may earn Points that may be redeemed for Rewards. Purchases of the following products do not qualify as a Qualifying Purchase: rice milk, coconut milk, almond milk, cashew milk, soy milk, eggnog, buttermilk, goat milk, milk substitutes and all other alternative milk products and beverages.

After your Qualifying Purchase, you must snap a picture of your entire receipt clearly showing the following (digital receipts for purchases of dairy milk made in the state of California are also acceptable):

- Retailer Name
- Retailer Address and State (receipt must show that purchase was made in California)
- Date of Qualifying Purchase (Qualifying Purchase must be made during the Program Period)
- Time of Qualifying Purchase
- Receipt total
- Qualifying Purchase of one (1) or more products.

Once you have snapped a photo of your receipt, go to the Website and log-in to your account. Then, select the link to upload your purchase receipt and follow the on-screen instructions to upload your receipt. Once your receipt is validated, you will receive Points based on the purchase price of your Qualifying Purchase. Receipts must be uploaded by April 28, 2019 at 11:59:59 p.m. PT.

Points will be earned as follows:

- WITH Program Code, with every \$1 spent on a Qualifying Purchase during the Promotion Period, you will receive 100 Points
- WITHOUT Program Code, with every \$1 spent on a Qualifying Purchase during the Promotion Period, you will receive 75 Points

Receipts obtained through unauthorized means or illegitimate channels will be void. Receipts cannot be sold, traded, auctioned, or bartered; all of which will be void.

The Program, Qualifying Purchases, eligibility requirements and available rewards shall be established by Sponsor in its sole discretion, may change at any time or from time to time, and may be available for limited times.

Bonus Points:

Throughout the Program Period, one (1) or more additional bonus Point earning opportunities will be available to Program participants. These bonus Point earning activities will be communicated via email and the Website. The activity that must be completed, time frame for completing the opportunity and the number of bonus Points available will be provided at the time that the bonus Point opportunity is communicated to eligible Program participants. Not all Program participants will be invited to participate in all of the available bonus Point earning opportunities.

Redeeming Points:

You may redeem your Points for Rewards at any time during the Program Period. Points must be redeemed by 4/30/19 at 11:59:59 p.m. PT in order to receive Rewards.

Available Rewards are as follows:

- 2,500 Points = \$5 Virtual Reward Card
- 5,000 Points = \$10 Virtual Reward Card
- 7,500 Points = \$15 Virtual Reward Card
- 10,000 Points = \$20 Virtual Reward Card

If you earn more than 10,000 Points, the Rewards will be distributed in accordance with the above Virtual Reward Card amount corresponding with the amount of Points you choose to redeem. For example, if you have 13,000 Points, you may redeem a \$20 Virtual Reward card with 10,000 Points and with the remaining 3,000 Points, you may redeem a \$5 Virtual Reward Card 2,500. You will then have 500 Points remaining in your account for further Point accumulation. Alternatively, you may also save your 3,000 Points and accumulate additional Points for the next level Reward.

Virtual Reward Cards will be delivered to participants via a link to a Virtual Reward Card PDF. Virtual Reward Cards may be used anywhere MasterCard is accepted. Virtual Reward Cards must be used by June 30, 2019 or they will be forfeited. Virtual Reward Cards are subject to separate terms and conditions governing their use which will be provided when claimed.

An earned Reward will appear in your Points Balance within twenty-four (24) hours of the receipt being uploaded. The account holder is responsible for the payment of any Federal, State or Local taxes on Rewards earned.

Sponsor reserves the right to close your account for any reason. If we close your account, you will no longer be able to earn Points or redeem any Rewards. Duplicate requests and requests from resellers, dealers/distributors, their employees or warehouse facilities, groups, clubs or organizations will be void. Program is void where taxed, prohibited, or restricted by law. Fraudulent submission could result in federal prosecution. You cannot substitute, transfer, or redeem Rewards for cash.

Publicity Release

By participating in the Program, in addition to any other grants which may be granted in any other agreement entered into between you and Sponsor, you irrevocably grant without any additional compensation whatsoever, Sponsor and its assignees, the right to use your name,

likeness, and biographical information in any and all media for any purpose, including without limitation, advertising and/or promotional purposes, and hereby release Sponsor from any liability with respect thereto.

Waivers, Disclaimers, Releases

Participants agree that the Program Entities shall not be responsible or liable for, and are hereby released, discharged and held harmless from, any and all claims, liability, costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, arising out of or related, directly or indirectly, to participation in the Program or any Program-related activity, or from a participant's acceptance, receipt, possession and/or use or misuse of any Reward. Sponsor assumes no responsibility for any damage to a participant's or any other person's computer system or wireless phone which is occasioned by participating in the Program, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Each participant further agrees to indemnify and hold harmless Program Entities from and against any and all liability resulting or arising from the Program and to release all rights to bring any claim, action or proceeding against Program Entities. Sponsor is not responsible for the actions of participants in connection with the Program, including participants' attempts to circumvent these Terms and Conditions or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Program. Participants further understand and agree that all rights under Section 1542 of the Civil Code of California ("**Section 1542**") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Participants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

Tampering With The Program

The Program Entities are not responsible for violations of these Terms and Conditions that impact any individual's privacy rights in connection with the Program, including participants'

attempts to circumvent the Terms and Conditions or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Program. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the operation of the Program, to be acting in violation of these Terms and Conditions, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Program, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor reserves the right to modify, extend, suspend, or terminate the Program if it determines, in its sole discretion, that the Program is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Program as contemplated herein.

Fraud

If your account shows any sign of fraudulent, abusive or suspicious activity, we may close or suspend your account immediately without giving you prior notice. In such instance, you may also forfeit all accrued Points and/or Rewards.

Suspension, Modification, Termination

In the event Sponsor is prevented from continuing with the Program as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, extend or terminate the Program. If the Program is terminated before the designated end date, Sponsor will (if possible) deposit any remaining Points into eligible accounts and you will have thirty (30) days to redeem your remaining Points.

Sponsor reserves the right to modify or terminate the Program at any time, at its sole discretion, upon thirty (30) days prior written notice.

General

The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision of these Terms and Conditions is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions 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. Sponsor's failure to enforce any term of these Terms and Conditions will not constitute a waiver of that provision. When terms such as "may" are used in these Terms and Conditions, Sponsor has sole and absolute discretion. Participants agree to waive any rights to claim ambiguity of these Terms and Conditions. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof.

Governing Law/Jurisdiction

ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE TERMS AND CONDITIONS OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANTS OR SPONSOR IN CONNECTION WITH THE PROGRAM SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA 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 LAWS.

BY PARTICIPATING IN THE PROGRAM, PARTICIPANTS AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROGRAM, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) PARTICIPANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

Dispute Resolution, With No Class Relief

The laws of the State of California shall govern these Terms and Conditions. While we will make reasonable efforts to resolve any disagreements you may have with Sponsor, if these efforts fail you agree that all claims, disputes or controversies against Sponsor arising out of these Terms and Conditions or the Program ("Claims") shall be exclusively submitted to binding arbitration (except for matters that may be taken to small claims court), no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. The party filing arbitration must submit Claims to the

American Arbitration Association and follow its rules and procedures for initiating and pursuing arbitration. Any arbitration hearing that you attend will be held at a place chosen by the American Arbitration Association in the same city as the U.S. District Court closest to your then current residential address, or at some other place to which you and Sponsor agree in writing, and the arbitrator shall apply California law consistent with the Federal Arbitration Act. **YOU SHALL NOT BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER USERS OR TO ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** You may obtain copies of the current rules, and forms and instructions for initiating arbitration by contacting the American Arbitration Association at using the contact information noted below.

American Arbitration Association

Website: www.adr.org

A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten (10) years' experience or a retired or former judge, selected in accordance with the rules of the American Arbitration Association. The arbitration will follow the procedures and rules of the American Arbitration Association which are in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with these Terms and Conditions, in which case these Terms and Conditions will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect your customer account information and other confidential information if requested to do so by you or us. Each party to the arbitration will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines. The arbitrator's award is final and binding on the parties.

ANY CLAIM YOU HAVE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE DATE THE CLAIM ARISES. AS NOTED ABOVE, YOU AND SPONSOR HEREBY VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT EITHER MAY HAVE TO A JURY TRIAL.

We will not choose to arbitrate any Claim you bring in small claims court. However, if such a Claim is determined by the court to be outside its jurisdiction, the parties agree that the dispute shall then be submitted to arbitration.

Privacy Policy

Any personal information supplied by you to Sponsor will be subject to Sponsor's privacy policy posted at <https://www.gotmilk.com/privacy-policy>. By participating in the Program, you grant Sponsor permission to share your email address and any other personally identifiable

information with the other Program Entities for the purpose of Program administration and Reward fulfillment.