

Fuel Up to Play 60 Video Contest Rules

- **Content:** Each entry must be suitable for display and publication, in all forms of media, including but not limited to the internet, the World Wide Web, print, radio, and network, cable or satellite television broadcast. Entries must be dignified, modest and in good taste, must not be obscene or indecent, including but not limited to containing pornography or profanity, nor contain any offensive or defamatory statements including but not limited to words or symbols that might be considered offensive to individuals of any race, ethnicity, religion, sexual orientation or socioeconomic group, nor include threats to any person, place, business, or group, nor invade privacy or other rights of any person, firm or entity, including, without limitation, any third party trademarks or copyrights, nor portray Sponsor or Sponsor's brands or products in any way that might tend to subject any of them to public contempt, scandal, disrepute or ridicule. Sponsor reserves the right to make determinations of suitability in its sole and absolute discretion, and to disqualify any entries it determines to be inappropriate for any of the reasons listed above, or for any other reason.
- There is no limit to the number of entries per person, but each entry submitted must be different. Incomplete, illegible or corrupted entries will be disqualified. Dairy MAX, Inc. ("Sponsor") is not responsible for lost, late, damaged, incomplete or misdirected entries.
- In the event an entry is selected to be a Finalist, entrant agrees to have his/her video featured on the website during the Voting Phase of the Contest and agrees and understands that the Grand Prize winner in each entry category will be determined by public voting.
- An entry can only be submitted by a single individual, and the prize will only be awarded in the entrant's name.
- If individuals other than the entrant appear in a video, entrant must have the permission to use the audio and visuals of everyone featured in the video in any and all media without compensation.
- Entrant must submit all required releases at Sponsor's request, including a release from all individuals appearing in the video.

Judging Criteria:

All videos will be judged on creativity and Fuel Up to Play 60 involvement; rankings for each of these categories will be scored and combined for a total ranking. Judging will be based on the following criteria:

50% Fuel Up to Play 60 online involvement will be based on the amount of points earned by your targeted elementary and middle schools at www.fueluptoplay60.com.

40% Creativity of the video. Were the objectives and goals met. This will be done by a panel of judges.

10% Will be judged on use of the required elements of the contest.

100%

Contest PrizesElementary/Middle School Online Participation**1st Place**

- Pizza Party at NFL team facility
- Mascot visit to school
- \$1,000 Fitness Equipment Gift Certificate

2nd Place

- Mascot visit to school
- \$1,000 Fitness Equipment Gift Certificate

3rd Place

- \$1,000 Fitness Equipment Gift Certificate
- Special Award for Creativity!

After judging, the videos will be ranked by the creative scores awarded by the judging panel. The top 5 Houston Market videos and the top 5 DFW market videos eligible for the most creative award will be posted online and will be selected from peer votes. Consumer Voting: The top five from each market will be judged on creativity will be deemed Finalists and will be posted online at www.dairymax.org beginning at 5 pm CT on March 1, 2010 through 11:59 pm CT on March 8, 2010. Consumers can visit <http://www.dairymax.org/fueluptoplay60> during the voting period of March 1 through March 8, 2010 to vote for the video that is the most creative. The posted entry in each category with the most consumer votes at the conclusion will win a Grand Prize. Entries will be judged on the following criteria: ORIGINAL CATEGORY: Originality and creativity of the video (40%), originality and creativity to encourage younger kids to participate in Fuel Up to Play 60, eating right and participating in 60 minutes of active play (40%), use of food props (20%).

GENERAL RULES: NO PURCHASE NECESSARY. Void Where Prohibited By Law. Contest Open to Students Enrolled in Grades 9-12 in any accredited school in the United States. Parent or Guardian Approval Required to Win Prizes. Contest Begins November 30, 2009 and Ends February 25, 2010. See official rules available at www.dairymax.org © 2009 NFL Properties LLC. Team names/logos/indicia are trademarks of the teams indicated. All other NFL related trademarks are trademarks of the National Football League. © 2009 National Dairy Council® . Fuel Up is a service mark of the National Dairy Council. NFL PLAYERS is a trademark of PLAYERS INC.

Entries submitted by students younger than 18 years of age, must also submit a parental release along with a school information sheet signed by a teacher, sponsor or administrator. Employees of Dairy MAX ("Sponsor"), Judges, their affiliates, subsidiaries and agencies (collectively "Promotion Parties"), and members of their immediate family or persons living in the same household are not valid for entries. Void where prohibited. Subject to all applicable federal, state, and local laws. Potential winners will be notified by telephone, email and/or mail and must sign any required Affidavit and Release within three (3) days of attempted delivery or prize will be forfeited. If any prize/prize notification is returned as undeliverable, or in the event of noncompliance with any other requirements, the prizes will be forfeited in their entirety and awarded to alternates. By participating, entrants agree to abide by and be bound by these Official Rules and the decisions of the Judges.

In the event of a dispute as to identity of an online entrant, entries will be deemed made by the name appearing on the entry. Sponsor and YouTube, Inc., (collectively, "Contest Entities") are not responsible for technical, hardware or software malfunctions, lost or unavailable network connections, undeliverable email, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, telephone, telephone line or other telephone related problems or errors, whether caused by the sender or by any of the equipment or programming associated with or utilized in this Contest, or by any human error which may occur in the processing of the entries in this Contest. If, in the Judges' opinion, there is any suspected or actual evidence of tampering with any portion of the Contest, or if technical difficulties compromise the integrity of the Contest, the Judges reserve the right to terminate the Contest and determine a winner using all eligible entries received as of the date of termination or to modify the Contest in a manner deemed appropriate by the Judges.

RIGHTS IN SUBMISSIONS: In consideration of entrant's submission being reviewed and evaluated for this Contest, each entrant hereby grants to the Sponsor a nonexclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display such submission, or any portion thereof, in any media now known or hereafter devised including, but not limited to, all forms of television and all forms of internet and wireless protocol without any further right of approval. Each Entrant authorizes the Sponsor and any entities affiliated or in privacy with the Sponsor, to utilize in perpetuity, and in any manner they see fit, the submission submitted to Sponsor, and to make derivative works from such material. Each entrant agrees that the results and proceeds of such use shall become the property of Sponsor and/or Sponsor's licensees, and shall be freely assignable by Sponsor and that the Contest Entities and their assignees and licensees shall have no obligations whatsoever to entrant. Each Entrant releases the Contest Entities, and their assignees and licensees, from any and all claims or liability (now known or hereafter arising), including but not limited to any claims for defense and/or indemnity, in connection therewith. Each entrant also grants permission for the Contest Entities to use entrant's name and likeness, for the purpose of advertising, trade, or promotion without further notice, permission, compensation or consideration in any and all media, unless prohibited by law.

WINNERS' LIST: To see the winning videos, please visit www.dairymax.org after March 1, 2010.

PRIVACY POLICY: Any personal information supplied by you to YouTube will be subject to YouTube's privacy policy posted at <http://www.youtube.com/t/privacy>. Unless prohibited by YouTube's privacy policy or by law, by entering the Contest, you grant YouTube permission to share your email address and any other personally identifiable information with the other Contest Entities for the purpose of Contest administration, judging and prize fulfillment. Additionally, by opting in to specific offers from Sponsor, entrant's entry information will be subject to their respective privacy policies and terms of service and entrant agrees to receive additional email communication from that company.