

Photo contest
Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

Contest may only be entered in or from the 50 United States and the District of Columbia and entries originating from any other jurisdiction are not eligible for entry. This Contest is governed exclusively by the laws of the United States. You are not authorized to participate in the Contest if you are not located within the 50 United States or the District of Columbia.

1. How to Enter. During the Contest Period (defined below):

- (i)** Access the Instagram application on your mobile device, and follow the links and instructions to become a follower of @Mifromausa on Instagram;
- (ii)** Share an original photo (“Photo”) that includes cheese from Switzerland (packaged or unpackaged) (“Theme”);
- (iii)** Upload the Photo to your Instagram account with the hashtag #MifromaTasteContest; and
- (iv)** Tag/mention three (3) friends in the caption of your post (not in the Photo).

No purchase is necessary to enter the Contest and you are not required to include Sponsor’s products in your Photo. Photos posted as Instagram Stories will be disqualified. You must make sure the “Photos Are Private” option in the account settings on your Instagram account are set to “OFF”. You must have an Instagram app and account to enter the Contest. If you do not have the Instagram app, you may download it through the application store on your device. The Instagram app is free.

Standard data fees may apply if entering the Contest using your mobile device. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions.

All entry information, Photos, captions, and posts shall be collectively referred to herein as the “Submissions” or each as a “Submission.” Submissions must comply with the Guidelines and Restrictions defined below.

By entering, each entrant warrants and represents the following with respect to entrant’s Submission: (a) entrant is the sole and exclusive owner of the Submission; (b) the Submission will not infringe on any rights of any third parties; and (c) any friends tagged/mentioned in the Submission have given entrant appropriate consent to be tagged/mentioned for purposes of this Sweepstakes in accordance with these Official Rules. Sponsor reserves the right to request releases from any third parties referenced in any Submissions at any time. Failure to produce third party releases upon Sponsor’s request may result in disqualification, as determined by Sponsor in its sole and absolute discretion.

Providing a Submission constitutes entrant's consent to grant Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, in perpetuity, and to incorporate it into other works, in any form, media or technology now known or later developed, for any purpose whatsoever, including for promotional or marketing purposes.

There is no limit on the number of Submissions an entrant can submit during the Contest Period provided each Submission is materially different than other Submissions submitted by that entrant, as determined by Sponsor in its sole and absolute discretion. Entrants are not permitted to submit the same Submission more than once during the Contest Period. Duplicate Submissions by the same entrant will be subject to disqualification, as determined by Sponsor in its sole discretion. All terms and conditions of Instagram.com apply. Multiple entrants are not permitted to share the same Instagram account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Instagram accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Instagram account, the authorized account holder of the email address used to register on the account will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor.

2. Contest Entry Start/End Dates. Contest begins at 12:00:01 am Eastern Time ("ET") on December 15, 2020 and ends at 11:59:59 pm ET on May 15, 2021 ("Contest Period").

3. Eligibility. Participation open only to legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years of age or older. Void outside of the 50 United States, the District of Columbia, and where prohibited, taxed or restricted by law. Employees, officers and directors of Mifroma SA ("Sponsor"), "Travel Edge" of New York ("Travel Agency"), and any prize suppliers (collectively, the "Contest Parties") and their respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of promotion materials, and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter. You are not authorized to participate in the Contest if you are not located within the 50 United States or the District of Columbia. All federal, state and local laws and regulations apply.

4. Submission Guidelines and Content Restrictions: By entering the Contest, each entrant agrees that entrant's Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove any Submission and disqualify an entrant or Submission from the Contest if it believes, in its sole discretion, that the entrant's Submission fails to conform to the Guidelines and Restrictions.

Submission Guidelines:

- The Submission must be in a format compatible with Instagram.

Content Restrictions:

- The Submission must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- The Submission must not disparage Sponsor or any other person or party;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations of the United States or of any jurisdiction where Submission is created;
- The Submission must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Contest.

Each entrant acknowledges that other entrants may have used ideas and/or concepts in their Submission that may be similar in idea or concept to what is included in entrant's Submission. Each entrant understands and agrees that he/she shall not have any claim against any other entrant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

Sponsor's decisions are final and binding in all matters relating to this Contest, including, but not limited to, interpretation and application of these Official Rules. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

5. Judging Panel/Judging Criteria. On or about May 31, 2021, all eligible Submissions will be judged by Sponsor and/or its partner(s). All Submissions will be judged based on the following equally-weighted judging criteria ("Judging Criteria"): (a) Originality; (b) Creativity; and (c) Quality of Photo. In the event of a tie, the highest score in the Quality of Photo criteria (above) will determine winner (subject to confirmation).

6. Grand Prize.

One (1) Grand Prize: Trip for **two (2) people** (“Trip Prize”) to one of the prize destinations listed below (each a “Contest Destination”), as selected by Grand Prize winner, with the activities listed in Exhibit A:

- **New Glarus, Wisconsin**
(Discover America's little Switzerland)
- **Jackson Hole, Wyoming**
(Feel the thrill of a breathtaking scenery)
- **Watch Hill, Rhode Island**
(Relax in seaside luxury and discover its traditional flavours)
- **Portland, Oregon**
(Meet the good vibes of the city, featuring arts, crafts, food and street culture)
- **Fredericksburg, Texas**
(Experience the feeling of the city founders who knew this place was special)
- **Sonoma, California**
(Immerse in memorable gourmet wine and food, enjoy pampering time, local arts and culture)

Trip Prize consists of a four (4) day/three (3) night trip for **two (2) people** (Grand Prize winner and one guest) to the Contest Destination selected by Grand Prize winner. Trip Prize includes (i) round-trip coach airfare from major gateway airport near winner’s residence; (ii) **double** occupancy accommodations at a **hotel, lodge,** or cottage as selected by Sponsor; (iii) three different experiences related to gastronomy (the art of cooking) (to be determined by Sponsor); (iv) a **personal driver (guide)** who will drive Grand Prize winner and guest in a premium vehicle; and (v) a main activity experience (helicopter flight, biplane flight, luxury boat trip (ocean) hot-air balloon ride etc.) to be determined by Sponsor, as well as other activities in accordance with Exhibit A.

Taxes, additional meals, gratuities, travel upgrades, or any other expenses not specifically listed herein are the responsibility of Grand Prize winner. Travel and accommodations subject to availability; certain restrictions and blackout dates may apply. Travel will be organized by “Travel Edge” of New York. Grand Prize winner must provide Sponsor with Contact Destination, name of guest, and travel dates between June 15, 2021 and December 15, 2021 (“Prize Information”) in accordance with Section 7 of these Official Rules. Grand Prize winner must travel between June 15, 2021 and December 15, 2021, or prize will be forfeited and may be awarded to an alternate (time-permitting). If Grand Prize winner is considered a minor in his/her jurisdiction of residence, guest must be Grand Prize winner’s parent or legal guardian. Grand Prize winner and guest must

travel on the same itinerary and guest must sign travel release prior to ticketing. Guest must be of the age of majority unless the Grand Prize winner is guest's parent or legal guardian. Sponsor is not liable for delays, cancellation or unforeseen events related to the flights. Grand Prize winner and guest will be solely responsible for obtaining valid identification relating to acceptance and use of the travel prize packages. If in the judgment of Sponsor, air travel is not required due to Grand Prize winner's proximity to prize location, ground transportation will be substituted for roundtrip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. **Approximate Retail Value (ARV):\$10,000.00**, but actual value may vary depending on air flight fluctuations and distance between departure and destination.

If in the event the Trip Prize cannot be awarded due to epidemics, pandemics or other public health concerns, including COVID 19, the Trip Prize may be awarded at another time or as part of another prize package or as a cash prize (collectively "Substitute Prize"), all as determined by Sponsor in its sole and absolute discretion. If Grand Prize winner chooses not to accept Trip Prize or the Substitute Prize, the Grand Prize may be awarded to an alternate who will be the entrant with the next highest score. As a condition of accepting the Grand Prize, Grand Prize winner must agree to comply with Sponsor's and/or any prize supplier's COVID safety protocols (collectively, "Sponsor's Safety Protocols"), including, but not limited to, testing, mask wearing, social distancing and quarantining, all as applicable and as determined by Sponsor and/or prize supplier, or Grand Prize will be forfeited. Grand Prize winner agrees to execute any documents provided by Sponsor to confirm such compliance.

Prizes are non-transferable. No substitutions or cash redemptions except by Sponsor. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All taxes and unspecified expenses are the responsibility of winner.

7. Notification. Potential winner will be notified by a direct message and/or by Sponsor posting a comment to the potential winner's Submission on the potential winner's Instagram account on or about **June 15, 2021**. Potential winner will be required to email Sponsor within five (5) calendar days in order to claim prize. Potential winner also will be required to provide Sponsor with Prize Information within thirty (30) days of prize notification by Sponsor. Potential winner may be required to sign and return, where legal, an Affidavit or Declaration of Eligibility, Liability/Publicity Release and/or rights transfer document within five (5) calendar days of receipt. If potential winner is considered a minor in his/her jurisdiction of residence, Affidavit or Declaration of Eligibility, Liability/Publicity and rights transfer document must be signed by his/her parent or legal guardian. If potential winner cannot be contacted within five (5) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if potential winner rejects his/her prize or in the event of noncompliance with these Contest rules and requirements, including Sponsor's Safety Protocols, such prize will be forfeited and may be awarded to the Submission with the next highest score (time-permitting). Upon prize forfeiture, no compensation will be given.

8. Conditions. BY PARTICIPATING, ENTRANTS AND WINNER AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, TRAVEL AGENCY, PRIZE SUPPLIERS, ANY OTHER

CONTEST PARTIES, INSTAGRAM AND THEIR ADVERTISING AND PROMOTIONS AGENCIES AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, "RELEASED ENTITIES"), FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN CONTEST, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION. Any and all federal, state and local taxes are the sole responsibility of the winner. Participation in Contest and acceptance of prize constitutes winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by each winner regarding the Contest or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. Entrants who do not comply with these Official Rules, or attempt to interfere with this Contest in any way shall be disqualified. Sponsor is not responsible if Contest cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather, epidemics, pandemics, or acts of terrorism.

9. Additional Terms. Any attempted form of entry other than as set forth above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Contest, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud, epidemics, pandemics, or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Sponsor may select the winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or web site. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION

OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

10. Limitation of Liability; Disclaimer of Warranties. IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND/OR USE OF ANY SITES ASSOCIATED WITH THE CONTEST, AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY SITES ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

11. Disputes; Governing Law. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. Any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, City of New York.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to New York County in the State of New York. The parties agree not to raise the defense of forum non conveniens.

12. Use of Data. Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review Sponsor's privacy policy at <http://www.mifromatastecontest.com>. By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

13. Name of Winner. To obtain the name of Grand Prize winner, send a self-addressed, stamped envelope by June 30, 2021 to: Mifroma Photo Contest on Instagram Winner'S Request - Mifroma SA, Route du Plattiez 11, 1670 Ursy, Switzerland.

14. Sponsor. Mifroma SA, Route du Plattiez 11, 1670 Ursy, Switzerland.

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, INSTAGRAM. YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO INSTAGRAM.

EXHIBIT A: DESTINATIONS, ACTIVITIES AND EXPERIENCES

1. Destinations and activities

- **New Glarus, Wisconsin (Discover «America's little Switzerland»):**
 - Picnic in a meadow
 - Flight in a vintage biplane
 - Visit a brewery and take part to a beer-tasting organized specially for the winner
 - Ride a bike, canoe, boat, quad bike or similar along the Sugar River State Trail

- **Jackson Hole, Wyoming (Feel the thrill of a breathtaking scenery):**
 - Flight with a plane
 - Exclusive fantastic tour to observe wildlife in Yellowstone
 - Horseback riding along creek and mountains and ride to a wonderful picnic spot
 - Visit a ranch and taste the local specialties

- **Watch Hill, Rhode Island (Relax in seaside luxury and discover its traditional flavours):**
 - Board in a luxury yacht for a half day. Culinary experience included
 - Discover local food, farms and enjoy the best pairings with Swiss cheeses
 - Get in the Center of Wine and Culinary Arts for an amazing experience
 - Spend one day in a wonderful spa and enjoy a massage or treatment of your choice

- **Portland, Oregon (Meet the good vibes of the city, featuring arts, crafts, food and street culture):**
 - Visit a sustainable farm and taste its products
 - Rise up among the buildings and bridges in a helicopter

- Columbia river lunch cruise
- Tastes of Portland food tour
- **Fredericksburg, Texas (Experience the feeling of the city founders who knew this place was special):**
 - Enter the world of ranches and enjoy great hands-on agricultural experiences.
 - Relish picnicking in a Swiss style in Enchanted Rock State Natural Area.
 - Wineries tour with a taste of the best cheese pairings according to the wine.
 - Flight above of the wine country and wildflower landscape
- **Sonoma, California (Immerse in memorable gourmet wine and food, enjoy pampering time, local arts and culture):**
 - Enjoy a special food and wine pairing tour designed specially for the winner
 - Experience world-famous wine country on an early morning hot-air balloon ride.
 - Spot wildlife Sonoma Coast and enjoy a lunch at a riverside (in a yacht or canoe, the winner will choice)
 - Discover Sonoma County's amazing bounty of ingredients with hands on classes

2. Experiences (valid for all destinations)

- **DAY 1 - Experience 1:**
 - Dinner in a restaurant with reinterpreted swiss cuisine. Experience led by famous chef: Star chef or experimental cuisine chef
- **DAY 2 - Experience 2:**
 - Tasting evening: taste a range of our best cheeses with local products (wine, beer, honey, jam, deli meats....) in a special farm, ranch, vineyards, ...
- **DAY 3 - Experience 3:**

- Swiss fondue or raclette. Authentic and unique experience surrounded by nature or in the middle of nowhere (high on the mountains, on the lake, on the beach, in a boat on the lake or on the ocean, in the forest,...)