Tillamook Email Offers

Full Terms and Conditions:

INTERNET ACCESS AND A VALID E-MAIL ACCOUNT ARE REQUIRED TO PARTICIPATE IN THIS PROMOTION AND TO RECEIVE A REWARD. Standard data rates may apply. Please contact your service provider for pricing and service plan information and rates before participation.

BY PARTICIPATING IN THIS PROMOTION, YOU AGREE TO THESE TERMS AND CONDITIONS ("TERMS"), WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE PROMOTION ENTITIES (DEFINED BELOW), A LIMITATION OF YOUR RIGHTS AND REMEDIES AND BINDING ARBITRATION.

SPONSOR: Tillamook County Creamery Association, 4175 Highway 101 N, Tillamook, OR, 97141-7770.

1. ELIGIBILITY:

The Tillamook Email Offers (the "Promotion") is open only to legal residents of the fifty (50) United States and the District of Columbia (the "Eligibility Area") who are at least eighteen (18) years of age (or 19 if a resident of AL or NE, 21 and older for residents of MS) at the time of participation (each such eligible individual, "You" or "Participant") and who have received a unique participation link (the "Unique Link") from Sponsor. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited or restricted by law. Participation in the Promotion constitutes Participant's full and unconditional agreement to these Terms and Sponsor's decisions, which are final and binding in all matters related to the Promotion.

2. TIMING; IMPORTANT DATES:

- The Promotion begins on August 31, 2026, at 12:00:01 a.m. Eastern Time ("ET") and ends on September 30, 2026, at 11:59:59 p.m. ET (the "Promotion Period").

- The offer must be claimed by the end of the Promotion Period, September 30, 2026. Rewards must be redeemed at participating retailers by September 30, 2026, at 11:59:59 p.m. ET (the "Redemption End Date").

- The computer of the entity administering this Promotion on behalf of the Sponsor is the official time-keeping device for the Promotion.

3. THE PROMOTION:

Eligible Participants who have received a Unique Link from Sponsor may access the rewards microsite located at https://www.tillamookfullflavorperk.com (the "Rewards Store") and, subject to these Terms, select one (1) Reward, while supplies last, during the Promotion Period.

Subject to these Terms, and provided the Participant's Unique Link has not expired and has not already been used, an eligible Participant may select one (1) of the following two (2) offers, each having a value of two dollars ($2.00) (each, a "Reward"): (a) a scannable digital barcode (the "Scannable Barcode" or "Digital Offer"); or (b) print-at-home coupons (the "Print at Home Coupons" or "Physical Offer").

Digital Offer: If the Participant selects to receive a Scannable Barcode, the Participant will be required to select a participating point-of-sale retailer from the list offered (the "Participating POS Retailers"). The Scannable Barcode, together with cashier instructions for the selected Participating POS Retailer, will be sent to the Participant via email.

Exhibit A to these Terms lists out the Participating POS Retailers.

Physical Offer: If the Participant selects the Print at Home Coupons, the Participant will receive, via email, a unique link to the Print at Home Coupons together with instructions on how to use them.

For the avoidance of doubt, each eligible Participant may select and receive only one (1) Reward, and each Unique Link may be used only once. No purchase is necessary to participate in or claim a Reward under this Promotion. Rewards may not be combined with other available offers.

View the applicable Reward and the accompanying instructions for any additional details regarding its use and redemption.

4. HOW TO PARTICIPATE:

4.1 How to Claim a Reward

An eligible Participant may claim a Reward by, during the Promotion Period:

(A) clicking on the Unique Link provided by Sponsor and visiting the Rewards Store;

(B) provided that the Unique Link has not expired and has not already been used, selecting one (1) of the two (2) available Reward offers, being either the Scannable Barcode (Digital Offer) or the Print at Home Coupons (Physical Offer), and, if the Scannable Barcode is selected, also selecting a Participating POS Retailer).

A Unique Link that has expired or that has already been used may not be used to claim a Reward.

Following a Participant's valid selection, the applicable Reward will be delivered to the Participant via email within forty eight (48) hours of a valid selection.

If the Participant selected the Scannable Barcode, the email will contain the Scannable Barcode together with cashier instructions for the selected Participating POS Retailer.

If the Participant selected the Print at Home Coupons, the email will contain a unique link to the Print at Home Coupons together with instructions on how to print and use them.

It is the responsibility of the Participant to check the applicable email account for such delivery, including in the inbox, spam or junk folders. The Released Parties (defined in Section 8) do not assume any responsibility and are not responsible for electronic communications which are undeliverable for any reason, including (but not limited to) as a result of any form of active or passive filtering of any kind or insufficient space in a Participant's mailbox to receive e-mail messages or other communications.

Rewards expire on the Redemption End Date unless an earlier expiry is set out in the accompanying instructions. Rewards are non-refundable and are subject to any terms and conditions provided with them.

Rewards will only be awarded to the person whose verifiable valid e-mail address is associated with the applicable Unique Link.

4.2 Redemption of Rewards

Redemption of each Reward is subject to the following:

(A) Scannable Code: Present the Scannable Barcode at checkout at the selected Participating POS Retailer in accordance with the cashier instructions provided. The applicable savings will be immediately applied and shown on the applicable receipt.

(B) Print at Home Coupons: follow the instructions provided in the email, print the coupon(s), and present them as directed at the time of redemption.

Each Reward may only be redeemed once, is not redeemable for cash, and has no cash value except as required by law.

Redemptions must be made before the Redemption End Date. No cash to be provided as change. Rewards cannot be replaced if lost, stolen, damaged or expired. Not redeemable for cash. Not for resale.

Each Reward may only be used once. Multiple Participants are not permitted to share the same email address or Unique Link.

5. VERIFICATION AND SECURITY

- Sponsor may require proof of identity and/or eligibility, in a form acceptable to the Sponsor, for the purposes of verifying an individual's eligibility to participate in this Promotion; or for any other reason. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor, may result in disqualification. Proof of transmission (screenshots or captures etc.), or attempted transmission does not constitute proof of delivery.

6. REWARD TERMS:

- Use of multiple names, multiple email addresses, multiple phone numbers, multiple identities, and/or any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Sponsor's interpretation of the letter and spirit of these Terms to participate in, or to disrupt this Promotion (including without limitation to obtain additional Rewards), may result in disqualification in the sole and absolute discretion of the Sponsor, and all Rewards awarded may be forfeited

- Sponsor and any company involved in the creation, design, execution, production, or fulfillment of the Promotion (collectively, the "Promotion Entities") expressly disclaim all liability for Rewards or other transmissions which are not timely received in an uncorrupted form (or received at all) by participant due to filtering/privacy settings for email transmissions or for any other reason. Promotion Entities further disclaim all liability for Rewards which are returned as undeliverable or otherwise not received by Participant for any reason.

- All aspects of each Reward will be determined by the Sponsor in its sole and absolute discretion subject to availability. Each Reward must be accepted as awarded. No substitutions except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute any Reward or a component thereof with a reward of equal or greater retail value.

- THE REWARD(S) ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION ENTITIES. ANY COSTS AND EXPENSES ASSOCIATED WITH REWARD ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE PARTICIPANT'S SOLE RESPONSIBILITY.

- **Notwithstanding anything to the contrary contained in these Terms, this Promotion will immediately terminate once all Rewards that are available for distribution as part of this Promotion as specified by the Sponsor in its sole discretion from time to time ("Available Rewards"), have been distributed.**

7. **LIMITATIONS OF LIABILITY; RELEASE:** By participating, each participant agrees to release, hold harmless and indemnify the Promotion Entities and all of their agents, successors, and assigns (collectively, "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence (whether sole, joint, or concurrent), and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's participation in the Promotion or, acceptance, use, or misuse of a Reward. The Released Parties are not responsible for: (1) late, lost, stolen, damaged, misdirected, irregular, garbled, corrupted or undelivered Rewards, email, transmissions, or other communications of any kind; (2) any incorrect or inaccurate information, whether caused by participants, printing errors, or by any of the equipment or programming associated with or utilized in the Promotion; (3) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any web site (or mobile web site), Rewards or transmissions (whether sent by or to a participant); (4) any problems or technical malfunctions of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, programming or failure of email on account of technical problems or traffic congestion on the Internet or at any web site (or mobile web site) or any combination thereof; (5) unauthorized human intervention in any part of the participation process or the Promotion; (6) any other technical, mechanical, typographical, network, human or other error which may occur in the administration of the Promotion, the processing of Reward claims, or any other Promotion-related materials. The Released Parties are not responsible for injury or damage to participant's or to any other person's computer or other device related to or resulting from participating in this Promotion or downloading materials from or use of any website.

8. **DISCLAIMER:** Sponsor is not responsible for printing or typographical errors in these Terms or in any Promotion-related materials. Sponsor reserves the right, in its sole discretion, to disqualify any individual it suspects or finds: (a) to have tampered with the participation process or the operation of the Promotion; (b) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (c) to have provided inaccurate information in connection with the Promotion; or (d) to be acting in violation of these Terms. Sponsor also reserves the right to terminate, suspend, cancel or modify the Promotion if for any reason this Promotion is not capable of running as planned due to any reason, including acts of God, war, natural disasters, pandemics, epidemics or medical emergencies, government mandated lockdowns, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, other force majeure events or other events outside of the reasonable control of the Sponsor, infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes that may corrupt or impair the integrity, fairness or proper play of the Promotion. Sponsor is not responsible or liable for any events which may cause errors and/or the Promotion to be stopped, including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, participation records, nor are they responsible for any problems or technical malfunction of any telephone, network or telephone lines, computer on-

line systems, servers, or cable, satellite, or internet service providers, computer equipment, software or any other failure of any email or participation record to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to your or any other person's computer relating to or resulting from participation in this Promotion or downloading any materials in this Promotion. Sponsor is not responsible for computer, mechanical, technical, electronic, network or other errors or problems, including any errors or problems that may occur in connection with the administration of the Promotion, the processing of Reward claims, the distribution of Rewards or in any other Promotion-related materials.

CAUTION: ANY ACT OR ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, PROMOTION ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.

NOTHING IN THESE TERMS SHALL DISCLAIM, LIMIT, OR EXCLUDE LIABILITY, FOR ANY LIABILITY THAT MAY NOT BE DISCLAIMED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.

9. **PRIVACY POLICY:** The Participant acknowledges and understands that all personal information submitted as part of this Promotion will be collected and processed by Sponsor for the purpose of managing the Promotion, and such additional purposes specified in connection with entering or participating in the Promotion, in accordance with the Sponsor's privacy policy available at https://www.tillamook.com/privacy-policy (the "Privacy Policy"). Participants can read more about their rights, how Participant's personal information is used, and how to contact Sponsor in the Privacy Policy. By participating in the Promotion, Participants agree to these Terms and the terms and conditions of Sponsor's website and acknowledge all of the terms and conditions of the Privacy Policy.

10. **APPLICABLE LAW**: All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of the Participant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Oregon without giving effect to any choice of law or conflict of law rules (whether of the State of Oregon or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Oregon. Some jurisdictions do not allow for limitations of certain remedies or damages and so those provisions may not apply to you.

11. **DISPUTES/ARBITRATION:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Tillamook County, Oregon and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Promotion shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Consumer Arbitration Rules by the American Arbitration Association (the "AAA") In the event AAA is unwilling or unable to set a hearing date within thirty (30) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by JAMS Inc. ("JAMS") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Tillamook County, Oregon. The federal or state law that applies to these Terms will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the

agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Tillamook County, Oregon. Sponsor shall bear the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of Participant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

12. **GENERAL CONDITIONS**: The decisions of the Sponsor with respect to all aspects of this Promotion are final and binding on all Participants without right of appeal. ANY PERSON FOUND TO BE IN VIOLATION OF THE LETTER AND SPIRIT OF THESE TERMS BY THE SPONSOR, FOR ANY REASON WHATSOEVER, MAY BE DISQUALIFIED AT ANY TIME, AT THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR.

    Participants acknowledge that upon acceptance of a Reward, performance of Reward obligations becomes the sole and exclusive responsibility of the designated service provider(s) for those portions not originating with Sponsor, if any. **Sponsor shall have no liability for the acts or omissions of such service providers, and Participant agrees to look solely to such service providers for any claims relating to their services.**

    The Sponsor reserves the right to change the dates, deadlines and/or other mechanics of the Promotion as set out in these Terms, to the extent deemed necessary by the Sponsor, in order to verify that a Participant, a redemption and/or other information comply with these Terms, or due to technical or other problems or circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Promotion as contemplated in these Terms, or for any other reason in its sole discretion.

    The Sponsor is and shall remain the sole and exclusive owner of all Promotion materials, products of the Promotion, and all intellectual property rights related thereto, including but not limited to all copyrights, trademarks, trade secrets, and patents, and nothing in these Terms shall be construed as conferring any rights whatsoever on the Participants in this regard.

    Except as provided in these Terms, no communications or correspondence will be entered into with Participants, except as otherwise decided by the Sponsor in its sole discretion.

Exhibit A

1. **Participating POS Retailers:**

A. Walmart 1. Walmart 2. Walmart.com	**B. Ahold Delhaize Banners:** 1. Food Lion 2. Giant Company 3. Giant Food 4. Hannaford 5. Martin's 6. Stop & Shop
C. Harris Teeter	**D. Food City**
E. Cub	**F. CVS Pharmacy**

G. Family Dollar	**H. Harps**
I. Marc's	**J. Meijer**
K. Kroger Family of Companies: 1. Baker's 2. City Market 3. Dillons 4. Food 4 Less 5. Foods Co 6. Fred Meyer 7. Fry's 8. Gerbes 9. Jay C Food Store 10. King Soopers 11. Kroger 12. Mariano's 13. Metro Market 14. Pay-Less Super Markets 15. Pick'n Save 16. QFC 17. Ralphs 18. Ruler 19. Smith's Food & Drug	**L. Albertsons Companies Banners:** 1. Acme 2. Albertsons 3. Andronico's Community Markets 4. Balducci's 5. Carrs 6. Haggen 7. Jewel Osco 8. Kings 9. Lucky 10. Pak 'N Save Foods 11. Pavilions 12. Randalls 13. Safeway 14. Shaw's 15. Star Market 16. Tom Thumb 17. Vons
M. Dollar General: 1. Dollar General 2. Dollar General Market 3. DGX	**N. Giant Eagle:** 1. Giant Eagle 2. Giant Eagle Express 3. Market District 4. Market District Express
O. Wakefern: 1. ShopRite 2. Price Rite Marketplace 3. The Fresh Grocer 4. Dearborn Market 5. Gourmet Garage 6. Fairway Market	**P. Walgreens:** 1. Duane Reade 2. Walgreens 3. Walgreens.com
Q. 7-Eleven	**R. Sam's Club**
S. Speedway	