



THE SEVENTH ANNUAL LUCERNE®  
THE ART OF DAIRY™ ART CONTEST

# CONTEST DETAILS



## LIFE, LIBERTY, AND THE PURSUIT OF CREATIVITY.

For over a century, Lucerne® has provided a vast array of wholesome dairy products. Delicious nourishment not only feeds the mind and body, but it also fuels creativity! Inspire your students to pledge their creativity and enter the Seventh Annual Lucerne® The Art of Dairy™ “Red, White and Moo” Art Contest! Break out the art supplies and get inspired today!

A \$20,000 Grand Prize is awarded to the winning school’s art department, plus \$5,000 for both the winning student and teacher!

With a few new and exciting components, this year is sure to be the best ever! First, we have an awesome new theme – “Red, White, & Moo” – Celebrating American Ingenuity! What better way for students to express how American ingenuity inspires them than through art? Secondly, we’ve brought a whole new dynamic to the voting process! Much like today’s hit talent shows on TV, America will decide the Grand Prize winner via online and mobile voting! Last, but not certainly not least, the school with the MOST entries per capita will win \$1,000 for their school’s art department – so encourage all of your students to enter!

Please note that only students who are enrolled in Grades 9-12\* in a U.S. accredited middle school, junior high school, or high school (ages 13 or over) at the time of entry will be eligible to win.

## HOW TO ENTER

- Visit [artofdairy.com](http://artofdairy.com) to download the entry form, and for complete rules.  
For questions on the theme, please refer to the Frequently Asked Questions page.
- Create a drawing on the official Lucerne® cow template based on the “Red, White, & Moo” theme. Remember, all entries must incorporate at least two (2) Lucerne products to qualify.
- Submitting entries: All entries must be postmarked by November 18 (for receipt by November 25).

## PRIZES

Finalist (9): Nine finalists (one per region) will be chosen from all original submissions received to win the opportunity to design a life-size cow sculpture. The designated teacher will receive \$250 to buy art supplies to help create the sculpture.

GRAND PRIZE* (1)	FIRST PRIZE* (1)	HONORABLE ACHIEVEMENT* (1)
\$20,000 for the school	\$5,000 for the school	\$1,000 for the winning student
\$5,000 winning student	\$2,500 winning student	\$1,000 designated teacher
\$5,000 designated teacher	\$2,500 designated teacher	

The remaining six finalists (6) will each receive a \$500 Savings Bond\*\*.

Pledge your creativity and win for you and your school!

If you have any questions, please refer to the “Frequently Asked Questions” page online at [artofdairy.com/FAQ](http://artofdairy.com/FAQ), or email [customerservice@artofdairy.com](mailto:customerservice@artofdairy.com).



\*Note: the prize structure and number of finalists has changed from previous years.  
\*\*U.S. EE Savings Bonds. Face value at maturity. Not redeemable for 12 months after issue.

# LUCERNE® THE ART OF DAIRY™ ART CONTEST OFFICIAL RULES (1 OF 3)

**NO PURCHASE NECESSARY TO ENTER OR CLAIM A PRIZE.** A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS & PRINTER ACCESS REQUIRED.

1. **ELIGIBILITY:** The Seventh Annual Lucerne® The Art of Dairy™ “Red, White and Moo” Art Contest (“Contest”) is open and offered only to legal residents of the following states who at time of entry are students at least 13 years of age and enrolled in Grades 9 -12 in a U.S. accredited middle school, junior high school or high school: AK, AZ, CA, CO, DE, HI, ID, IL, MD, MT, NE, NM, NJ, NV, OR, PA, SD, TX, VA, WA, WY and the District of Columbia (“Entrant”). The Contest is void elsewhere and where prohibited by law. Officers, directors and employees of Safeway Inc. (“Sponsor”), Alcone Marketing Group (“Administrator”), or any of their affiliates or subsidiaries or any other entity involved in the preparation, creation or implementation of the Contest (including without limitation, contractors and subcontractors) as well as the immediate family members (spouse and parents, children, grandchildren and siblings and their spouses) or those living in the same household (whether or not related) as any of the above individuals are not eligible to participate in the Contest.

2. **CONTEST PERIOD:** Contest begins on or about 12:00:01 a.m. Pacific Time (“PT”) on 10/1/11 and ends 11:59:59 p.m. PT on 5/15/12 (“Contest Period”). Please note the following dates related to the Contest: (a) Official Entry & Coloring Form (“Entry Form”): **Must be postmarked by 11/18/11 for receipt by 11/25/11.** (b) Finalist Entries: must be received by 3/2/12. (c) Public Voting Period to determine the Grand Prize, First Prize Honorable Achievement and Remaining Finalist Winners: takes place between 4/15/12 and 5/15/12, but Sponsor reserves the right to modify or postpone the Public Voting Period by posting a notice to such effect on the Contest web site [www.artofdairy.com](http://www.artofdairy.com) (or “site”). Sponsor’s computer shall be the official timekeeping device for this Contest.

3. **CONTEST:** Individual Entrants will be required to neatly design, decorate and color the cow pictured on the Entry Form depicting the student’s interpretation of how they feed off of America’s ingenuity and showcase their own creativity and include at least (2) Lucerne dairy products where the dairy products play a central role in the design (**Lucerne packaging is permitted**, but not required to be used), as well as include an original title and a short description of the design (25 words or less) (“Entry”). Each Entry must contain the information requested on the Entry Form including the name, phone number and email address of a Designated Teacher and the name and phone number of Entrant’s Parent (or Legal Guardian). The cow must be an integral element of the design and can be used as a canvas to depict an element of American History or Culture. Any element of American History/Culture used must be in the public domain and not subject to an individual’s copyright, trademark, right of privacy, right of publicity or other proprietary right/interest. (For example, using the Liberty Bell as a basic design is acceptable, however entrants would not be able to incorporate images of President Obama). Entrant must be capable of replicating design from the Entry Form on a life-size cow sculpture if Entrant is chosen as a Finalist. The cow must be depicted in an upright standing position in the Entry and must remain so in the final sculpture. Different materials, methods and media may be used to decorate the Entry. Entrants will have the option of submitting a different design for the second side of the cow, which could enhance their Entry’s score as per Rule 6 (but, submission of a design for the second side of the cow is not required).

4. **HOW TO ENTER:** Designate one particular teacher or other adult school official from whom you learned about the Contest and/or who will otherwise assist you throughout the Contest (“Designated Teacher”). The Designated Teacher must have reached the age of majority in the state in which your school is located and have authority on behalf of the School to submit Entries and assist Entrants in participating in the Contest. Once designated, the Designated Teacher may not be substituted or changed unless authorized by Sponsor in writing. To enter, access the Student Section of [www.artofdairy.com](http://www.artofdairy.com) (“site”) and follow the directions to print out an Entry Form. Your Designated Teacher or Parent/Legal Guardian (but NOT both) may also obtain an Entry Form by accessing the Teacher/Parent section of [www.artofdairy.com](http://www.artofdairy.com) and following the directions to print out an Entry Form. If you have obtained an Entry Form via the Student Section of the site, there is no need for your Designated Teacher or Parent/Legal Guardian to download and print out a second Entry Form from the Teacher/Parent Section of the site. (Note: If you are under 18 years of age, you must get the permission of your parent/legal guardian prior to accessing the Student Section of the site). Students should not access the Teacher/Parent Section of the site as it is not intended for them. Entry Form must be printed out following the instructions on the site; such instructions being made a part of these Official Rules and incorporated herein by reference. **DO NOT MODIFY, ALTER OR CHANGE THE BASIC OUTLINE OF THE COW AS PICTURED ON THE ENTRY FORM.** For the avoidance of doubt, Entrants must design, decorate and color the pre-existing picture of the cow; but, the outline of the cow itself cannot be modified/altered/changed. The Entry Form, once completed by Entrant with his/her design/decoration/coloring of the cow, must be given to the Designated Teacher to be submitted with the information required (including Entrant’s name, title of and short description of Entry, Entrant’s complete address, daytime (home) phone number, date of birth, school name, school address, grade, Designated Teacher’s name, phone number, email address, and the name, signature and daytime telephone number (if different than above) of Entrant’s parent or legal guardian [if entrant is under 18 years of age) and sent to: Seventh Annual Lucerne® The Art of Dairy™ Art Contest Entries, P.O. Box 631 Basking Ridge, NJ 07920.

(Students and/or their parents or legal guardians should not submit Entry Forms; only Designated Teachers may submit Entry Forms.) Please ensure that your name and contact information clearly and legibly appear on the Entry Form. Computer generated designs are permitted. **Limit one (1) Entry per student.** Entrants must provide all information requested on the Entry Form to be eligible (including information regarding Designated Teacher and Entrant’s parent/legal guardian, if applicable). Incomplete entries or entries sent to any other address (or entries submitted by persons other than Designated Teacher), will not be accepted and will not be eligible. Entries must be submitted by postal mail and will not be accepted if submitted in any other manner (e.g., on-line). Any Entry, which in Sponsor’s sole judgment contains content, which is inappropriate, lewd, lascivious, immoral, or otherwise unsuitable or unacceptable for the purposes of the Contest and/or publication for any other reason, will not be considered and will be disqualified. Neither Sponsor nor the Administrator is responsible for incomplete, lost, late, misdirected, unintelligible, illegible, postage due, separated, stolen, damaged, returned, or undelivered Entries, mail and email, or for malfunctions of electronic equipment, computer hardware or software, for problems downloading/printing Entry Forms or other material from the applicable web site or other technical problems related to any web site, including without limitation injury or damage to any computer or computer equipment related to or resulting from participation or downloading any materials in the Contest.

The School that submits the most eligible entries per capita [i.e., percentage of eligible entries out of total number of students who are eligible to participate in the Contest] by the deadline of 11/25/11 will win \$1,000 for their school’s art department. The winning School will be announced on or about 1/15/12. Odds of a school winning the \$1,000 depend on the number of schools participating in the Contest. In the event of a tie, a random drawing will be conducted between the schools with the most eligible entries per capita (with each tied school receiving one entry in the drawing). Such drawing will be conducted by Administrator on or after 12/15/11.

5. **OWNERSHIP OF ENTRIES:** All submitted Entries, including without limitation, any and all design, artwork, coloring, painting and drawing, shall become the exclusive property of the Sponsor and will not be acknowledged or returned. Entries must be the original and independent creation of the Entrant. Parent or legal guardian of any Entrant who is not of legal age of majority in their jurisdiction of residence (a “minor”) must sign the Entry Form, evidencing permission for his or her minor child’s participation in the Contest and consent to assignment of all right, title and interest in and to the minor’s Entry to Sponsor, including a waiver of moral rights thereto. Such consent shall be deemed a transfer and assignment from Entrant to Sponsor of any and all copyrights and all derivative works of the Entry, including rights for registration and renewal in all jurisdictions; and should the Entrant not be a minor, submission of the Entry shall be deemed a transfer and assignment from Entrant to Sponsor of any and all copyrights and all derivative works of the Entry, including rights for registration and renewal in all jurisdictions. By entering the Contest, Entrant represents and warrants that the Entry does not infringe any copyright, trademark, other intellectual property right, or the rights of privacy or publicity or any other right(s) of any third party. The Entry must not have been entered in any other competition or previously published. This requirement includes submission of the Entry, in whole or in part, in previous years’ editions of the Lucerne® The Art of Dairy™ Contest. Sponsor reserves the right to edit, alter, and modify any and all Entries for publication, distribution, display, or any other purpose in its sole discretion.

6. **JUDGING:** All eligible Entries will be judged under the direction of Administrator, which is an independent judging organization. Each Entry will be judged on the basis of the following criteria: Originality (30%); Technical Ability (30%); and Relevance to the theme “Red, White and Moo” (40%) (collectively referred to as the “Criteria”). “Fair use” of intellectual property and individual images will be considered in the judging. Nine (9) eligible Entries with the highest scores will be selected as Regional Finalists (“Finalists”), (one (1) Finalist per Region; the Finalist being the eligible Entry with the highest score from among all eligible Entries in a given Region) subject to eligibility verification by Sponsor and compliance with these Official Rules. The parent or legal guardian of a potential Finalist (or the potential Finalist him/herself, as applicable) will be notified by Sponsor and required to execute and timely return all required documents, as provided in Rule 8 below, or the potential Finalist will be disqualified (and, such disqualification will impact the number of eligible entries submitted by the disqualified person’s school). Within approximately 2 - 4 weeks after verification of eligibility and receipt of fully executed Affidavit of Eligibility, Liability and where lawfully permitted, Publicity Release (“Affidavit and Release”) documents, and if applicable, any other document as may be requested by Sponsor, Sponsor will deliver to the Finalist at his or her school a 5’ x 8’ cow sculpture (“the Cow”). Finalists will have the opportunity to replicate the design submitted on their Entry on the Cow. Although different/additional materials may be used to decorate the Cow, the Cow’s overall appearance, design and color must directly and accurately replicate the appearance, design and colors submitted on the original Entry, or it will be disqualified. The School of each Finalist will be provided \$250 to be used on behalf of the Finalist for the purchase of art supplies for use in decorating the Cow. Finalists will be required to submit the Finalist Submission Form along with four (4) digital photographs (front, each side and rear view) of their fully decorated, completed Cow (“Finalist Entries”) in the pre-addressed Federal Express envelope (provided by Sponsor), to: Finalist Entries, Seventh Annual Lucerne® The Art of Dairy™ “Red, White and Moo” Art Contest, Alcone Marketing c/o Blue Spark, 150 Allen Road/Suite 202, Basking Ridge, NJ 07920.

# LUCERNE® THE ART OF DAIRY™ ART CONTEST OFFICIAL RULES (2 OF 3)

Please ensure that each photograph includes on the back Entrant's name, school, school address and the name of the Designated Teacher. Finalists may be assisted by other students from their school in decorating the Cow; however, prizes will be awarded only as described below.

## 7. PUBLIC VOTING/SECOND CHANCE DRAWING:

**PUBLIC VOTING:** Public Voting to determine, from among the nine (9) Finalist Entries, One (1) national Grand Prize winner with the highest number of votes, one (1) national First Prize winner with the next highest number of votes, (1) national Honorable Achievement winner with the next highest number of votes, and the (6) Remaining Finalist Prize winners begins 4/15/12 at 12:00:01 a.m. PT and ends 5/15/12 at 11:59:59 p.m. PT ("Voting Period"). In the Public Voting, the four (4) digital photographs of each of the Finalist Entries will be posted on the site. Sponsor and Administrator disclaim any liability for the quality of the photographs as posted (with the understanding that the photographs as posted may differ from those submitted by Finalist due to technological, programming or like limitations). Sponsor and Administrator further reserve the right to post Finalist Entries in any order, pattern or sequence, which may (or may not) be varied by Sponsor/Administrator one or more times during the Voting Period. In order to participate in the Public Voting for the nine (9) Finalists, you must be a legal U.S. resident 13 years of age or older at the time of voting. (If you are under 18 years of age, you must get the consent of your parent/legal guardian prior to voting). Using your mobile phone, text to vote for the Finalist among the nine (9) Finalists who you think should win the Grand Prize using one (1) of the following codes: text "A" to vote for the Finalist from Region A, text "B" to vote for the Finalist from Region B, text "C" to vote for the Finalist from Region C, text "D" to vote for the Finalist from Region D, text "E" to vote for the Finalist from Region E, text "F" to vote for the Finalist from Region F, text "G" to vote for the Finalist from Region G, text "H" to vote for the Finalist from Region H and text "I" to vote for the Finalist from Region I to 77039.

While text messaging is designed to work with most major wireless carriers, neither Sponsor nor any other person or entity makes any guarantee that any particular wireless service provider will be compatible with the Contest. Text messaging may not be available in all areas. **Standard text messaging rates apply to each text message sent and/or received as provided in your wireless rate plan (contact your carrier for pricing plans and details). Persons may incur text-messaging charges in connection with attempted submissions as part of the voting process and corresponding error or other messages even if their attempted submission(s) does/do not go through because of connectivity or other problems. Persons are solely responsible for all fees incurred through their wireless phone service for text messages associated with participation in this Contest. You may stop receiving text messages at any time by responding STOP to 77039.**

Text message votes must be received by 11:59:59 p.m. PT on 5/15/12.

You may also vote by accessing [www.artofdairy.com](http://www.artofdairy.com) during the Voting Period. Online votes must be received by 11:59:59 p.m. PT on 5/15/12.

Proof of sending e-mails or text messages (votes or other submissions) does not constitute proof of receipt of same. Upon successful submission of text vote, participant will receive a "thank-you" message; but, "thank-you" message does not constitute any representation by Sponsor or Administrator as to eligibility of vote. **Limit of one (1) text entry vote per person, household, or phone number for the entire Voting Period.** Any attempt by any participant to violate this limit on voting by using any method will void all of that participant's votes. Use of automated devices for voting (either on-line or via text message) is prohibited and will result in disqualification. Any activities intended to undermine the integrity of or manipulate the public voting process (such as, the offering of benefits or compensation for voting or not voting for a given Finalist Entry) will result in all votes associated with such illicit practices being discounted; and, Sponsor/Administrator may take additional actions so as to protect their rights. Persons may opt in to receive additional information on Sponsor's products, but this is not a condition of voting.

Winners will be announced on or about 5/31/12, subject to verification of eligibility and compliance with these Official Rules. In the case of a tie involving either the public voting for Finalist entries or the judging of entries as per Rule 6 above, tied Entries will be judged (or re-judged, as applicable) by Sponsor solely on Originality; and the Entry with the highest score in Originality will be selected, as applicable, as the Finalist, and/or winner of the applicable prize, subject to verification of eligibility and compliance with these Official Rules.

**SECOND CHANCE DRAWING:** The Region with the Finalist Entry that receives the most public votes (i.e. the Region that has the Grand Prize winner) earns a Second Chance Drawing solely for their Region. Every participating school from that Region that submitted eligible entries for the Contest by the deadline of 11/18/11 (excluding the Grand Prize winner's school) will be entered once into a drawing to be conducted by Administration on or about 6/1/12. The school selected in the Second Chance Drawing will win \$5,000 for their School's Art Department. Odds of a given Region receiving the Second Chance Drawing are 1:9. Odds of a school within the Region receiving the Second Chance Drawing winning the Second Chance Drawing Prize depend on the number of schools in the Region receiving the Second Chance Drawing other than the Grand Prize winner's school.

## 8. PRIZES/APPROXIMATE RETAIL VALUE ("ARV")/PARTICIPATING REGIONS: PRIZES:

- (1) Grand Prize: \$20,000 awarded to the Grand Prize winner's school art department; \$5,000 to the Grand Prize winner; \$5,000 to the Designated Teacher. ARV: \$30,000.
- (1) First Prize: \$5,000 awarded to the First Prize winner's school art department; \$2,500 to the First prize winner; \$2,500 to the Designated Teacher. ARV: \$10,000.
- (1) Honorable Achievement Prize: \$1,000 to the Honorable Achievement winner; \$1,000 to the Designated Teacher. ARV: \$2,000.
- (6) Remaining Finalist Prizes: \$500 Series EE U.S. Savings Bond to the Finalist winner. ARV: \$500 each.
- (9) Finalist Prizes: A check in the amount of \$250 (awarded to the Finalist's School on behalf of the Finalist) for the purchase of art supplies to be used towards decorating the Cow. ARV: \$250 each.
- Plaques: All Finalists and their teachers will receive plaques.

**REGIONS:** (9) Finalist prizes (one Finalist prize per Region): will be awarded in the following (9) regions as defined below (each a "Region"):

**Region "A":** Safeway/Northern California (Excluding: Fresno, Imperial, Inyo, Kern, Los Angeles, Madera, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Travis, Tulare and Ventura counties), Western Nevada (Covering: Carson City, Churchill, Douglas, Mineral, Pershing and Washoe Counties), Hawaii and Pak'n Save stores.

**Region "B":** Vons/Southern California (Covering: Fresno, Imperial, Inyo, Kern, Los Angeles, Madera, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Travis, Tulare and Ventura counties). Nevada (Covering: Clark county). Pavilions stores: Southern California (Covering: Los Angeles, Orange, Ventura and Riverside counties).

**Region "C":** Safeway/Washington (Excluding: Clark and Cowlitz Counties), and Idaho, Montana and Milton-Freewater, Oregon. Safeway stores: Dutch Harbor, Fairbanks, Homer, Juneau, Kenai, Ketchikan, Kodiak, North Pole, Seward and Soldotna, Alaska. Carrs stores: Anchorage, Eagle River, Palmer and Wasilla, Alaska. Eagle stores: Girdwood, Nome and Valdez, Alaska.

**Region "D":** Safeway/Oregon (Excluding: Milton-Freewater), Southwest Washington (Covering: Clark and Cowlitz Counties).

**Region "E":** Safeway/Arizona and Gallup, New Mexico.

**Region "F":** Safeway/Colorado, Wyoming, Nebraska, South Dakota and New Mexico (Excluding: Gallup).

**Region "G":** Dominick's/Illinois.

**Region "H":** Safeway/Maryland, Virginia, Delaware and Washington DC. Genuardi's: New Jersey and Pennsylvania.

**Region "I":** Randalls/Houston and Austin, Texas. Tom Thumb/Dallas, Texas.

The life-size Cow sculpture designed and painted by a Finalist may appear as a display in one or more participating retail stores owned, controlled or operated by Sponsor in the Finalist's region, chosen in Sponsor's sole discretion. Upon completion of the Contest and the display of the Cow in the applicable store, the Finalist's school may be permitted to take ownership and possession of the Cow at the school's expense. But, Sponsor in its sole discretion, may choose to retain the Cow for future public display and/or other use, it being understood that nothing herein in any way obligates Sponsor to transfer ownership of the Cow to the Finalist's school.

Notification of potential Finalists, Grand Prize, First Prize and Honorable Achievement Prize winners and the Designated Teachers thereof, as well as the Remaining Finalist Prize winners, Second Chance Drawing winner, and the School that submitted the most eligible entries per capita will be made by express mail. If any such individual is a minor, notification will be made to parent or legal guardian of such minor; in the case of prizes won by schools (Second Chance Drawing winner; School with most eligible entries per capita), prizes will be awarded to Designated Teacher of winning school. Individuals notified (Entrant and if applicable parent or legal guardian or Designated Teacher) will be required to sign, have notarized and return an Affidavit and Release; and if applicable, any other such documents as may be requested by Sponsor. Prize winners will receive their prize via express mail. Noncompliance with these Official Rules, return of notification for any reason, or failure of any requested documents to be completed, signed and returned within five (5) business days of delivery may result in disqualification and selection of an alternate winner.

# LUCERNE® THE ART OF DAIRY™ ART CONTEST OFFICIAL RULES (3 OF 3)

9. **PRIZE RESTRICTIONS:** All prize monetary components will be awarded in the form of a check. No prize substitution will be permitted in whole or in part except at the sole discretion of Sponsor, who reserves the right to substitute any portion of a prize with one of comparable or greater value. Prizes cannot be transferred or assigned. Winners will be responsible for all incidental costs or expenses not identified in these Official Rules. All fees, taxes, costs and expenses relating to the use, acceptance and possession of the prizes are the responsibility of the winner, the Designated Teacher and/or the winner's school, as applicable. Prizes won by minors will be awarded in the name of their parent or legal guardian, who will assume all responsibilities of the minor winner. Winners (or their parent or legal guardian if a minor), their Designated Teachers and their school will be issued an IRS 1099 Form for the fair market value of prize, or portion received. U.S. Savings Bonds cannot be redeemed within the first 12 Months; may only be redeemed for face value at maturity (20 years maximum maturity); if redeemed within the first five years of issuance, winner will only receive its purchase price value plus interest accrued at time of redemption minus most recent 3 months worth of interest. For more information on Series EE U.S. Savings Bonds go to <http://www.savingsbonds.gov/indiv/products/products.htm>. If Remaining Finalist winner is a minor, U.S. Savings Bond will be issued in the name of winner and a parent or legal guardian.

10. **CONDITIONS OF PARTICIPATION:** By participating in the Contest, Entrants (and their parent or legal guardian, if minors), Designated Teachers and their schools (collectively referred to as "Participants") agree: (a) to abide by and be bound to these Official Rules and decisions of Sponsor and Administrator, which are final and binding in all matters related to the Contest; (b) to release, discharge and hold harmless Sponsor, Administrator, and each of their respective parents, affiliated and subsidiary companies and advertising and promotion agencies, and each of their respective employees, officers, directors, and agents, from any claims, actions, demands, losses, liabilities, settlements (whether or not litigation is commenced), judgments, and damages (including without limitation wrongful death and disability), costs and expenses (including without limitation reasonable attorneys' fees) arising out of their participation in the Contest (including but not limited to painting the cow), use of their Entry, Finalist Entry, or the Cow by the Sponsor, the delivery, acceptance, possession, use, misuse, loss or misdirection of any prize and participation in any prize related activities; (c) to grant to Sponsor and any third parties authorized by Sponsor the unconditional right to use Participants' name, likeness, city and state, voice, photograph, Entry, Finalist Entry, biographical and prize information, school name and address, the design, photographs of and the Cow itself, and/or Participant's statements related to the Contest in any media (including without limitation the Internet and World Wide Web) for any trade, advertising, publicity and promotional purposes without additional compensation, except where prohibited by law, and to provide written consent to such use upon request; (d) that Sponsor owns all right, title and interest in and to all Entry submissions, including but not limited to the copyright (and all derivative works and moral rights) thereto; and (e) that Sponsor has not made any warranty or guarantee in whole or in part in relation to a prize, including but not limited to its quality, merchantability or suitability for use. Neither Sponsor nor Administrator is responsible for not contacting any Participant if that Participant has changed contact information and failed to provide Sponsor with the proper contact information in writing.

If, for any reason, the Contest, or any portion thereof is not capable of running as planned due to, without limitation, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of Sponsor that, in the sole opinion of Sponsor, could corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the Contest, in whole or in part, and if possible, to determine the Contest winners from/based on Entries legitimately received prior to the action taken or as otherwise may be deemed fair and appropriate by Sponsor. Notice of any cancellation, termination, modification or suspension of the Contest will be posted at [www.artofdairy.com](http://www.artofdairy.com).

11. **DISCLAIMERS AND LIMITATION OF LIABILITY:** Neither the Sponsor nor its Administrator or agencies assume any responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone failure, (including wireless devices and/or handsets), theft or destruction or unauthorized access to, or alteration of any Entry Forms, text message votes or Finalist Entries; and are not responsible for any human error, or problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail, text message vote or any Entry Form or Finalist Entry to be received on account of technical problems or traffic congestion on the Internet, mobile phone network or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer/computer equipment related to or resulting from participation or downloading/printing any materials related to the Contest. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering (or attempting to tamper) with the Contest or who is in violation of these Official Rules. But, disqualification shall not be Sponsor's sole available remedy with Sponsor expressly reserving all available rights at law and in equity; and, Sponsor may still pursue all available remedies if individual tampering/attempting to tamper is not a Participant (or directly involved with a Participant; e.g., a Designated Teacher) in the Contest. Failure of Sponsor or Administrator to enforce any provision of these Official Rules should not constitute the waiver of such provision.

IN NO EVENT WILL SPONSOR, ADMINISTRATOR, OR THEIR PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, ARISING OUT OF PARTICIPANTS'/PARTICIPANTS' PARENTS' OR LEGAL GUARDIANS'/ DESIGNATED TEACHERS' ACCESS TO AND USE OF THE WEB SITE [WWW.ARTOFDAIRY.COM](http://WWW.ARTOFDAIRY.COM) OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE OR ANY PARTICIPANT'S PARTICIPATION IN THE CONTEST. PARTICIPANTS/PARTICIPANTS' PARENTS OR LEGAL GUARDIANS/DESIGNATED TEACHERS AGREE THAT ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS FOR DIRECT DAMAGES SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE CONTEST BUT IN NO EVENT ATTORNEYS' FEES OR COURTS COSTS.

WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEB SITE REFERRED TO HEREIN IS 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 CERTAIN PARTICIPANTS/PARTICIPANTS' PARENTS OR LEGAL GUARDIANS/ DESIGNATED TEACHERS.

12. **ARBITRATION/CHOICE OF LAW:** Except where prohibited by law, Participants/ Participants' parents or legal guardians/Designated Teachers agree that any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prizes awarded, or the administration of the Contest or the determination of winners in the Contest, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, to take place in the State of California, U.S.A. pursuant to the then-current Rules of the American Arbitration Association. Except where prohibited by law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Participant(s)/Designated Teacher(s) and Sponsor and its agents in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of California, U.S.A., without regard for conflicts of law principles.

13. **SEVERABILITY:** Should any term or provision of these Official Rules be concluded to be void, unenforceable or contrary to law, such term or provision shall, but only to the extent necessary to bring these Official Rules within the requirements of law, be deemed to be severed from the other terms and provisions hereof, and the remainder of these Official Rules shall be given effect as if it had not included the severed term herein.

14. **WINNERS LIST:** For list of prize winners, mail a self-addressed postage stamped envelope for receipt by 5/31/12 to: Seventh Annual Lucerne® The Art of Dairy™ "Red, White and Moo" Art Contest Winners List, P.O. Box 631, Basking Ridge, NJ 07920.

15. **ENTRANT'S PERSONAL INFORMATION:** Information collected from Entrants is subject to Sponsor's Privacy Policy <http://www.safeway.com/IFL/Grocery/Privacy-Policy>.

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