

SCHOLAR ATHLETE MILK MUSTACHE OF THE YEAR 2010 - 2011 OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. CONTEST IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS.

Contest Period. The Contest begins on October 15, 2010 and ends on March 04, 2011. Nominations may be submitted beginning at 12:00:01 a.m. Eastern Time on October 15, 2010 and must be received by 11:59:59 p.m. Eastern Time on March 04, 2011.

Eligibility. *Applicant Eligibility:* Person being nominated (“Applicant”) must be a legal resident of the 48 contiguous United States or the District of Columbia, who, as of October 15, 2010, is enrolled as full-time student in a state-accredited private or public high school, in good standing in grade 12 with a minimum GPA of 3.20, and who participates in a high school sport or club sport during the 2010-2011 school year, as determined by Sponsors in their sole discretion. Applicants cannot be on suspension or other disciplinary probation imposed by the school or school system at any time in the 2010-2011 school year. Applicants cannot have been arrested, charged with, or convicted of any crime. Sponsors may, in their sole discretion, complete a background check of Applicant including civil, financial, driver-history, any drug or alcohol dependency or treatment, criminal arrests or convictions, or law suits – either settled or still pending. If selected as a potential winner, in order to avail himself/herself of the prize, Applicant must graduate at the end of the regular 2010-2011 school year and be enrolled as a full-time student matriculating at a State accredited four year college or university, approved by Sponsors, carrying a minimum of 12 credits for the 2011 Fall semester. Trade, vocational and community colleges are not eligible.

Nominator Eligibility: Must be a legal resident of the fifty (50) United States or the District of Columbia and at least 18 years old at the time of nomination submission. An applicant may self-nominate.

Sponsors’ decisions with respect to whether any Applicant or Nominator meets the eligibility requirements set forth herein are final and binding. Employees, officers, directors and agents of National Fluid Milk Processor Promotion Board and USA TODAY (collectively, the “Sponsors”), Gannett Co., Inc., Weber Shandwick, Deutsch, Inc., the contest judges, affiliates, subsidiaries, retailers, distributors, advertising and promotional agencies, web masters and web suppliers (collectively, the “Released Parties”), and their immediate family (spouse, parents, children, and siblings and their respective spouses, regardless of where they reside) or members of the same household of each, whether or not related, are not eligible to submit a nomination or to be an applicant.

To Submit a Nomination. Nominators and Applicants can visit www.BodyByMilk.com between 12:00:01 AM (EST) on October, 2010 through 11:59:59 PM (EST) on March 04, 2011 (the “Nomination Period”), and complete and submit the Nomination Form by following the instructions provided. As part of the Nomination Form, each Applicant will be required to write an essay, in English, of no more than 250 words about “How Milk Has Helped in My Academics and/or Athletics”. All essays must be the sole, original work of the Applicant, must be typewritten (double spaced) or legibly printed. If an Applicant is submitting his/her own Nomination Form, Applicant must include written consent of his/her parent or legal guardian with the Nomination Form. Please print out and keep a copy of the completed Nomination Form as proof of submission. Such copy does not constitute proof of receipt by Sponsors. **Only one (1) entry per Applicant.** The Nominator and/or applicant, as applicable, will receive an email containing all information included in the submitted Nomination Form and he/she will be required to independently verify all facts and information by following the directions provided in the email, including but not limited to, adhering to the deadline provided for Sponsors’ receipt of such verification. In the event a Nominator fails to provide verification by the stated deadline, such Applicant, at Sponsors’ discretion, may be disqualified. Sponsors reserve the right, in their sole discretion, to independently verify the accuracy of all information provided as part of the nomination.

Sponsors will not be responsible for incomplete, lost, late, misdirected or illegible entries. Sponsors and Released Parties are not responsible for any email which is undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in any Nominator's email account to receive email messages, or for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender or Sponsors. Ad blocking software on your computer needs to be disabled so that it does not interfere with processing the entry. All nominations and all other materials submitted by Applicants and/or Nominators become Sponsors' property and will not be acknowledged or returned.

Applicant and Nominator warrant and represents that information submitted with the nomination, is true and verifiable, including, without limitation, all activities, honors and accomplishments of Applicant; that the essay is his/her original work and that it has not been previously published essays, won previous awards or submitted in other competitions; that Applicant owns or otherwise controls all of the rights to his/her nomination materials; and that his/her nomination does not violate any law, regulation or any right of any third-party. Sponsors, in their sole discretion, reserve the right to disqualify any nomination they deem to be fraudulent, obscene or otherwise not in good taste. Nominations may not defame or invade the publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights. Sponsors reserve the right, in their sole discretion, to disqualify any nomination at any time in the event it is determined that the Nominator and/or Applicant has not complied with or abused these Official Rules.

Judging. All eligible nominations received will be separated by Region (a total of twenty-five (25) Regions) as follows: Region 1: ME; Region 2: CT, MA, NH, RI, VT; Region 3: DE, DC, MD, PA, VA; Region 4: GA, NC, SC; Region 5: FL; Region 6: NJ, NY; Region 7: OH, WV; Region 8: AL, KY, LA, MS, TN; Region 9: MI; Region 10: WI; Region 11: IL; Region 12: IN; Region 13: MN, ND, SD; Region 14: IA, KS, MO, AR, OK; Region 15: NE; Region 16: TX; Region 17: MT, WY; Region 18: ID; Region 19: NV, UT; Region 20: CO; Region 21: NM; Region 22: AZ; Region 23: OR; Region 24: WA; and Region 25: CA.

First Round: All eligible nominations received in each Region will be judged by a panel of qualified judges, selected by USA TODAY, to select the top twenty (20) Applicants for each Region (the "Semi-Finalists"). The criteria for judging is based on: Athletic Excellence (35%); Academic Achievement (35%); Leadership (15%); Citizenship/Community Service (10%), and Milk Experience Essay (5%). Judges and Sponsors reserve the right to select fewer than twenty (20) Semi-Finalists for any Region if, in their sole discretion, they do not receive a sufficient number of eligible and qualified nominations for any Region. Semi-Finalists (and, if minors, their parents or legal guardians) will be notified by registered mail and e-mail (if provided) on or before March 18, 2011. Semi-Finalists will be required to submit to Sponsors a sealed transcript, one or more letters of recommendation, a photograph (optional), an Affidavit of Eligibility, and such other documentation requested by Sponsors ("Supplemental Materials"). The Supplemental Materials must be mailed, postage pre-paid, or delivered to: Scholar Athlete Milk Mustache of the Year Award (SAMMY 2011) c/o INFOSCAN, 1540 International Parkway, Suite 200, Lake Mary, FL 32746 and must be received no later than close of business on April 1, 2011. Failure to provide the Supplemental Materials by that deadline, the return of any notification as undeliverable, Sponsors' inability to contact a potential Semi-Finalist within a reasonable time period, or any Semi-Finalist's noncompliance with these Official Rules will result in disqualification and, at Sponsors' discretion, an eligible runner-up may become a Semi-Finalist. If any Semi-Finalist is a minor, the written consent of his/her parent or legal guardian will be required in order to complete all requirements imposed on Semi-Finalists set forth herein.

Second Round: Beginning on or about April 5, 2011, a panel of qualified judges selected by USA TODAY composed of retired educators and athletic coaches, will judge the Semi-Finalists for each Region to select the three (3) top Semi-Finalists in each Region (the "Finalists") (for a total of seventy-five (75) Finalists) using the following judging criteria: Athletic Excellence (35%); Academic Achievement (35%); Leadership (15%); Citizenship/Community Service (10%) and Milk Experience Essay (5%). Judges and Sponsors reserve the right to select fewer than three (3) Finalists for any Region if, in their sole discretion, they do not receive a sufficient number of eligible and qualified Semi-Finalists for any

Region. Finalists (and, if minors, their parents or legal guardians) will be notified by registered mail and email (if provided) on or before April 27, 2011 and will be required to execute and return a Release of Liability & Publicity, unless prohibited by law, and any other documentation requested by Sponsors within seven (7) days of the date of notification or by the date specified in the notification. Failure to return the documents and fully-executed Releases within the specified time period, the return of any notification as undeliverable, or any Finalist's noncompliance with these Official Rules will result in disqualification and, at Sponsors' discretion, an alternate Finalist will be selected. If any Finalist is a minor, the written consent of his/her parent or legal guardian will be required in order to complete all requirements imposed on Finalists set forth herein.

Third Round: The selected Finalists in each Region will be judged by celebrity athletes, designated by USA TODAY for that Region, to determine the top Finalist for each Region (the "Winner") (for a total of twenty-five (25) Winners) according to the following criteria: Athletic Excellence (35%); Academic Achievement (35%); Leadership (15%); Citizenship/Community Service (10%), and the Originality/Creativity of the essay submitted with the Nomination Form (5%). Winners (and, if minors, their parents or legal guardians) will be notified by overnight or certified mail on or before April 20, 2011.

Tie-Breaker. In the event of a tie in any round of the judging process, the Semi-Finalist(s), Finalist(s) and/or Winners (as applicable) will be determined from among those tied based on the highest score for Athletic Excellence. If a second tie-breaker is required, the Semi-Finalist(s), Finalist(s) and/or Winners (as applicable) will be determined from among those tied based on the highest score for Academic Achievement. All judging will be conducted under the supervision of USA TODAY's Education Initiatives Department, whose decisions are final and binding in all matters relating to the judging of the contest. Odds of winning depend on number of eligible entries received.

Prize: Each Winner will receive a \$7,500 Scholarship ("Scholarship Prize"). In addition, each Winner and up to two (2) guests [at least one (1) parent or legal guardian and one (1) guest] will be invited to attend an Awards Weekend in Orlando, Florida or other location, designated by Sponsors, currently scheduled for June 24-26, 2011. ("Trip Prize"). Maximum Total Approximate Retail Value ("ARV") of each Prize (Trip and Scholarship Prize combined): \$10,436.00

Scholarship Prize Description: The Scholarship Prize will be paid directly to the Winner's designated college or university upon verification of such Winner's enrollment in the Fall 2011 semester as a full-time student carrying a minimum of 12 credits. Winner must maintain a minimum of 12 credits for the entire Fall 2011 semester. In the event any Winner does not fulfill the requirements stated in this section, the Scholarship will be forfeited and Sponsors shall have no further obligation to the Winner. In the event a Winner has already won one or more college scholarship(s) for his/her freshman year, s/he is only eligible to accept the Scholarship Prize if the total combined value of all scholarships awarded and accepted does not exceed the financial aid limit imposed by the Winner's designated college or university for educational expenses or the actual cost of the educational expenses (i.e., tuition, room, board, books, etc.). If the total value of the combined scholarships accepted by a Winner exceeds the specified financial aid limit or actual cost of the educational expenses, the Winner must forfeit either the Scholarship Prize or his/her other scholarship(s) to meet this limitation. The Scholarship Prize will not be awarded in any partial amount (i.e., less than \$7,500). For student athletes enrolling in NCAA member institutions, NCAA Bylaws governing financial aid from outside sources and other NCAA rules apply. Winners are solely responsible for compliance with NCAA rules and restrictions.

Trip Prize Description: If a Winner elects to attend the Awards Ceremony, the prize includes round trip coach air transportation, for up to three (3) persons from the major U.S. gateway airport nearest Winner's residence (as determined by Sponsors) to destination, two (2) nights hotel accommodations (one (1) room, triple occupancy), and select meals. Actual value of Trip Prize depends on residence of Winner and fares at time of booking. If any Winner resides within a 100 mile radius of destination, ground transportation may be provided in lieu of air transportation and no compensation will be provided for difference in prize value. Parent(s), legal guardian(s), or guests who accompany a Winner must execute and return a liability/publicity release prior to booking. Winner and guests must be available to travel on

dates designated by Sponsors or Trip Prize shall be forfeited. Each Winner and his/her guests must travel together on same itinerary and possess proper travel identification. Travel arrangements must be made through Sponsors' agent on a carrier of Sponsors' choice. Air travel is subject to applicable restrictions and black out periods. All costs and expenses not specified herein including, without limitation, ground transportation, meals, gratuities, taxes, souvenirs and other expenses are the responsibility of each Winner.

If, for any reason, the prize (both Scholarship and Trip) is forfeited by a Winner, Sponsors reserve the right, at their discretion, to select the runner-up for the Region as the winner. Additional terms, conditions and restrictions may apply to the receipt and use of the Scholarship Prize and Trip Prize and will be specified by Sponsors at time of prize notification. All federal, state and local taxes as well as any other costs and expenses associated with the acceptance and use of the prize are a Winner's sole responsibility. Prize is not transferable, no substitutions allowed, except by Sponsors who reserve the right to substitute a prize of comparable or greater value, at their sole discretion. All prize details are at Sponsors' discretion.

General. By submitting a nomination and/or Supplemental Materials (as applicable) (collectively, the "Nomination Materials"), Nominator and Applicant agree that the Nomination Materials shall become property of the Sponsors (including all rights embodied therein, including but not limited to the copyright) and that the Sponsors and their designees may exploit, reproduce, publish, use, edit, adapt and/or modify such Nomination Materials and all elements of such Nomination Materials in any way, in any and all media, now or hereafter known, throughout the world in perpetuity, without limitation and without additional compensation, notification or permission of Applicant or any third party. Submission of nomination constitutes Nominator's and Applicant's (or, if a minor, his/her parent's or legal guardian's) consent for Sponsors and their designees to use Nominator's and Applicant's names, hometowns and/or likenesses for advertising and promotional purposes in any and all media now or hereafter known throughout the world in perpetuity, without further compensation, notification or permission, unless prohibited by law. Released Parties not responsible for incomplete, lost, late, stolen, garbled, undelivered, delayed, inaccurate, misdirected or postage-due nominations, Supplemental Materials, email or mail; or for incomplete transmission defaults, computer server failure and/or delayed, garbled or corrupted data transmitted by participants or for any other errors, problems or malfunctions of any kind relating to or in connection with the contest, whether network, computer, technical, mechanical, typographical, printing, human or otherwise, including, without limitation, errors, problems or malfunctions which may occur in connection with the administration of the contest, the processing of nominations, any round of judging, the announcement of the prizes or in any contest-related materials. Sponsors reserve the right, in their sole discretion, to cancel, modify or suspend this contest should virus, bugs, non-authorized human intervention or other causes beyond the control of Sponsors corrupt or impair the administration, security, fairness or proper play of the contest. In the event the contest is cancelled, Sponsors may award prizes using all eligible nominations received up to the date of cancellation or suspension using the judging procedures outlined above. All Nominators and Applicants (and, if minors, their parents or legal guardians) agree to release and hold harmless Released Parties from and against any and all claims or damages arising in connection with their participation in the contest the acceptance or use of any prize awarded (including any travel or activity related thereto), including but not limited to claims or damages associated with NCAA financial aid or eligibility restrictions or the use of any rights granted herein. By participating, Applicants and Nominators agree to be bound by these Official Rules and the decisions of Sponsors. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Contest, including, but not limited to, misrepresentations or fraud, as solely determined by Sponsors.

Winners' List. For winners' list available June 30, 2011 – December 31, 2011, send self-addressed, stamped envelope to: Scholar Athlete Milk Mustache of the Year Winners, c/o USA TODAY, 7950 Jones Branch Drive, McLean, Virginia 22108-0905 (VT residents may omit stamp). Winners' list will also be posted on www.BodyByMilk.com on or about June 30, 2011.

Sponsors. The Contest is sponsored by National Fluid Milk Processor Promotion Board, 1250 H Street NW, Suite 950, Washington, DC 20005 and USA TODAY, 7950 Jones Branch Drive, McLean, Virginia 22108-0905. If you have any questions contact: dmcMahon@usatoday.com.

Construction. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.