The Oatly Climate Footprint Challenge
Terms and Conditions

Program 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 Program is governed exclusively by the laws of the United States. You are not authorized to participate in the Program if you are not located within the United States.

1. Eligibility. Participation in the Oatly PCF Challenge (“Program”) is only open to dairy product farmers, producers, or brands (i.e., entities that raise and/or maintain cattle for the purpose of producing milk for ultimate sale to consumers, whether in the form of milk, butter, yogurt, or similar products) who have completed a product carbon footprint (“PCF”) analysis for such product and have disclosed the same to the general public via generally accessible media and who are legal residents of or authorized to do business in the fifty (50) United States or the District of Columbia as of date of entry. Void outside of the 50 United States and the District of Columbia, and where prohibited, taxed or restricted by law. Employees, officers and directors of Oatly Group A.B., (“Sponsor”), and their respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of Program materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. You are not authorized to participate in the Program if you are not located within the United States or the District of Columbia. All federal, state and local laws and regulations apply.

2. How to Apply. To submit your application, go to www.oatlyclimatefootprintchallenge.com (“Site”), read the Terms and Conditions, complete the online entry form (including your name, company name, company location, the product for which you are seeking a free PCF ad, and your preferred medium of advertising). You will then be asked a number of questions regarding your PCF analysis, and related information regarding your product.

You must fully and truthfully complete all questions asked as part of the application in order to be considered.

All information that you submit via the Site shall be collectively referred to herein as the “Submissions” or each as a “Submission.” Submissions must comply with the Guidelines and Restrictions defined below. Sponsor reserves the right to cancel or modify this Program in the event an insufficient number of entries are received that meet the minimum judging criteria. Limit one (1) Submission per company (including all parent, subsidiary, or affiliated entities).

By entering, each entrant warrants and represents the following with respect to their Submission: (a) entrant is the sole and exclusive owner of the Submission; and (b) the Submission will not infringe on any rights of any third parties.

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, for the purpose of posting
the Submission on Sponsor’s social media accounts, on Sponsor’s websites, or for internal purposes.

All entrants must have a valid email address. No automated entry devices and/or programs permitted. All entries, including Submissions, 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, postage-due, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

3. **Start/End Dates.** Program begins at 5:00 AM Eastern Time on May 7, 2023 and ends at 11:59:59 PM Eastern Time on July 6, 2023 (“Program Period”).

4. **Submission Guidelines and Content Restrictions:** By entering, each entrant agrees that his or her Submission conforms to the guidelines as defined below (collectively, the “Guidelines and Restrictions”) and that Sponsor, in its sole discretion, may remove any Submission and disqualify an entrant from the Program if it believes, in its sole discretion, that the entrant’s Submission fails to conform to the Guidelines and 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 in any 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; and
- 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 cannot promote illegal drugs or firearms (or the use of any of the foregoing), or any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- The Submission must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Program.

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 Program, including, but not limited to, interpretation and application of these Terms and Conditions. By entering the Program,
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 Program.

5. **Evaluation and Award.** Sponsor will review all Submissions on its own or via a third-party designee, to determine: (i) whether the Submission includes sufficient answers to all questions; (ii) whether the Submission complies with Section 4; and (iii) whether the Submission is factually accurate, not misleading, and sufficiently substantiated. Sponsor reserves the right in its sole discretion to request or require additional information, or to disqualify any Submission that it determines in its sole discretion does not comply with these Terms and Conditions. **Notwithstanding the foregoing, Sponsor is under no obligation to select a Submission or to award any free advertising whatsoever, regardless of whether Sponsor has received Submissions that comply with these Terms and Conditions, and the decision as to whether to award free advertising shall be in Sponsor’s sole and absolute discretion.**

In the event that Sponsor selects a Submission for inclusion in Sponsor advertising, the entrant who made such Submission will receive one (1) free out-of-home ad or print ad, with a maximum value of $50,000. The placement will include, in large and prominent lettering, the entrant’s PCF, and will prominently identify the entrant. The entrant will be solely responsible for creating the applicable advertising materials, subject to Sponsor’s approval, which may be granted or withheld in Sponsor’s sole discretion. In the event of any dispute or disagreement, Sponsor shall have the right in its sole discretion to decline publish advertising related to any individual entrant, even if such entrant was previously selected by Sponsor.

In the event that entrant proposes advertising materials that incorporate third-party elements (including individuals, trademarks, logos, or creative content), the entrant will be required to obtain suitable permissions to incorporate such elements, as requested by Sponsor, and shall indemnify, defend, and hold harmless the Released Entities (defined below) from any allegations arising from the entrant’s failure or alleged failure to procure the same. In addition, entrants are hereby deemed to grant a perpetual, worldwide, irrevocable, fully paid, royalty free right license to use, reproduce, modify, publish, create derivative works from, and display any elements owned or controlled by the entrant (including without limitation the entrant’s name, logo, and/or packaging) including in any advertising materials submitted by the entrant or ultimately disseminated by Sponsor, in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including but not limited to on any and all Internet media, including Sponsor’s web sites and properties and on social networking sites (i.e., Facebook, YouTube, Twitter etc.), for any legal purpose whatsoever. No compensation will be granted to any entrant that is featured in Sponsor’s advertising.

6. **Conditions.** Submissions may be cut, edited, reformatted, rearranged, combined with other materials and/or otherwise modified, in Sponsor’s sole and absolute discretion. Any and all federal, state and local taxes are the sole responsibility of the recipients (if any) of free advertising hereunder. By participating, entrants to release and hold harmless Sponsor, its advertising and promotion 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 Program, or possession, acceptance and/or use or misuse of any award or participation in any Program-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. Entrants who do not comply with these Terms and Conditions, or attempt to interfere with this Program in any way shall be disqualified. Sponsor is not responsible if Program cannot take place award cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, epidemics, pandemics, weather or acts of terrorism.

7. Additional Terms. Any attempted form of entry other than as set forth in Section 2 above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Sponsor, its affiliates, partners and promotion and advertising agencies 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 Program, including any injury or damage to participant’s or any other person’s computer relating to or resulting from participating in this Program or downloading any materials in this Program. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Program 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 Program. In such case, Sponsor will select the winners 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 Program or web site. Sponsor may prohibit an entrant from participating in the Program if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Program 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 PROGRAM 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.

In the event of a dispute as to any Submission, the authorized account holder of the email address used to register will be deemed to be the entrant and must comply with these Terms and Conditions. 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 entrant may be required to show proof of being an authorized account holder.

8. 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 YOUR ACCESS TO AND USE OF THE SITE AND/OR FROM DOWNLOADING AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE PROGRAM. WITHOUT LIMITING THE FOREGOING, THIS PROGRAM AND ALL AWARDS 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.

9. Disputes; Governing Law. The parties waive all rights to trial in any action or proceeding instituted in connection with these Terms and Conditions, including, without limitation, the Program. Any controversy or claim arising out of or relating to these Terms and Conditions and/or the Program 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 TERMS AND CONDITIONS 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 Terms and Conditions and/or in connection with the entering of any judgment on an arbitration award in connection with these Terms and Conditions and/or the Program, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of New York in the State of New York. The parties agree not to raise the defense of forum non conveniens.

10. Use of Data. Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor’s privacy policy at https://www.oatly.com/en-us/privacy-policy. By participating in the Program, 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.