



The **Crack the Whip Contest** Official Rules

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

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

1. How to Enter. To enter the "Crack the Whip Recipe Contest" ("Contest"), log onto truwhip's website, <http://www.truwhip.com/> (the "Site"), upload your original recipe in one of the four categories of your unique creation (photo or video optional) beginning 12:00:01 p.m. Mountain Daylight Time on October 15<sup>th</sup>, 2011 and ending 11:59:59 p.m. PST on February 14<sup>th</sup>, 2012 ("Contest Period"). You must include in the online entry form your first and last name, e-mail address, mailing address and recipe category of choice. All entrants must have and maintain a valid e-mail address, and must notify Contest Sponsor of changes to e-mail address made after date of entry.

No automated entry devices and/or programs permitted. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Delivery of prizes requires a street address (no P.O. Boxes). Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries or mail, which will be disqualified at Sponsor's sole discretion, 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.

2. Start/End Dates. Contest begins at 12:00:01 p.m. MDT on October 15<sup>th</sup>, 2011 and ends at 11:59:59 p.m. PST on February 14<sup>th</sup>, 2012.

3. Eligibility. Participation open only to legal residents of the United States who are 18 years of age as of date of entry. Void outside of the United States, and where prohibited, taxed or restricted by law. Employees, officers and directors of Peak Foods, LLC ("Sponsor"), and their respective parent company, subsidiaries, affiliates, partners, members advertising and promotion agencies, manufacturers or distributors of contest materials and their immediate families (parents, children, siblings, spouse, domestic partner) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. Contest may only be entered in or from the United States, and entries originating from any other jurisdiction are not eligible for entry. You are not authorized to

participate in the Contest if you are not located within the United States. All federal, state and local laws and regulations apply.

4. Entries. Twelve (12) finalists, three per category, will be selected by a panel of three experts in the food industry from all eligible entries received on or before February 14<sup>th</sup>, 2012. Four (4) grand prize winners, one per category, will be selected by the panel of food industry experts from those finalists chosen. Finalists and grand prize winner will be announced on or about April 16<sup>th</sup>, 2012 on the truwhip website. Judgment of entries will be conducted through Peak Foods, LLC, in its sole discretion. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

5. Prizes. Twelve (12) finalist prizes – one year's supply of truwhip (52 tub containers). Coupons redeemable for 52 tub containers will be mailed to the finalists' provided mailing addresses following notification of win. Four (4) Grand Prizes: each prize includes \$250 cash and \$250 donated under the winner's name to a local food bank or non-profit organization selected by the winner and approved by Peak Foods, as well as showcasing of the winner's recipe on the truwhip website and in publicity. Cash and notification of recipe showcase and donation will be mailed to the grand prize winners' provided mailing addresses. Cash and Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of prize, Sponsor reserves the right to substitute a prize of equal or greater value. All unspecified expenses are the responsibility of winners.

6. Notification. Finalist and grand prize winners will be notified via their e-mail addresses provided by April 2<sup>nd</sup>, 2012. Their names and the four grand prize winning recipes will be announced on the truwhip website on or about April 16<sup>th</sup>, 2012. Winners may be required to sign and return a W-9 tax form and will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (where legal) within ten (10) days of prize notification. If any winner is considered a minor in his/her jurisdiction of residence, Liability/Publicity Release must be signed by his/her parent or legal guardian and such prize will be delivered to minor's parent/legal guardian and awarded in the name of parent/legal guardian. If winner cannot be contacted within five (5) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, or if winner rejects his/her prize or in the event of noncompliance with these Contest rules and requirements, such prize will be forfeited and an alternate winner will be selected from all remaining eligible entries. Upon prize forfeiture, no compensation will be given. Limit one prize per person or household.

7. Conditions. All federal, state and local taxes are the sole responsibility of the winner. Participation in the Contest and acceptance of prize constitutes winner's permission for Sponsor to use his/her name, city and state, likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by winner regarding the Contest or Sponsor for advertising and promotional purposes and in all media in perpetuity without notice or additional compensation, except where prohibited by law. By participating, entrants and

winners warrant and represent that they have sufficient rights in and to the Contest entry materials they submit, including, but not limited to, intellectual property rights. Entrants and winners shall release and hold harmless Sponsor, Peak Foods, LLC, their respective advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, "Released Parties"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, infringement of a third-party intellectual property right, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsor is not responsible if Contest cannot take place or if any prize cannot be awarded due to delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Entrants who do not comply with these Official Rules, or attempt to interfere with this Contest in any way shall be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning.

8. Additional Terms. In case of dispute as to the identity of any entrant, entry will be declared made by the authorized account holder of the email address submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any potential winner may be requested to provide Sponsor with proof that such winner is the authorized account holder of the email address associated with the winning entry. Any other attempted form of entry is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Released Parties are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Contest, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Sponsor may select the winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or Site. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of

the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

9. Limitation of Liability; Disclaimer of Warranties. IN NO EVENT WILL THE RELEASED PARTIES 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 SERVICE AND/OR THE CONTEST, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATES WITH THE CONTEST. IN NO EVENT SHALL THE RELEASED ENTITIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED \$100. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

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

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

11. 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 <http://www.peakfoods.com/privacy.php>. By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

12. Winner's Name. To obtain the name of winners, send a self-addressed, stamped envelope by April 16, 2012. Sponsor: Peak Foods, 877 W. Main St. Ste 700, Boise, ID 83702.