

## 2011 EGGSTRAVAGANZA® RECIPE CHALLENGE CONTEST

### OFFICIAL RULES

**1. NO PURCHASE NECESSARY TO ENTER. PURCHASING WILL NOT IMPROVE YOUR CHANCES OF WINNING.** Participants do not have to purchase any merchandise to participate or to win. Void where prohibited by law. Subject to all federal, state and local laws. Participation constitutes each participant's (if a minor in jurisdiction of residence, his/her parent's or legal guardian's) full and unconditional agreement to and acceptance of these Official Rules and all decisions of Sponsor, which shall be final with respect to all matters relating to the Contest including, without limitation, the construction, validity, interpretation and enforceability of these Official Rules.

**2. WHO CAN ENTER?** Contest is open only to kitchen manager and or food service director/manager/school representatives, 18 years of age or older, of a public/ private school or district (grades 12 or less) in one of the fifty (50) United States or District of Columbia at the time of entry ("Contestant" or "Contestant Organization"). Employees, officers and directors of Cargill Kitchen Solutions, Inc., its parent and affiliated companies and agents, as well as the immediate family (spouse, parents, siblings and children) and individuals living in the same household of each are not eligible to participate. Eligibility subject to verification at any time.

**3. HOW DO I ENTER?** The Contest begins at 12:00 am CST on November 30, 2011 and ends at 11:59 pm CDST on April 30, 2012 ("Contest Period"). During the Contest Period, Contestant must (i) follow the instructions and complete all data fields in the official Contest entry form available at [www.sunnyfresh.com](http://www.sunnyfresh.com)., and (ii) submit the completed entry form and Contestant's original recipe (written in English) using EggStravaganza® Chorizo Flavored Turkey Sausage as one of the ingredients to [www.sunnyfresh.com](http://www.sunnyfresh.com). If Contestant does not have any EggStravaganza® Chorizo Flavored Turkey Sausage to use as an ingredient, click on [www.sunnyfresh.com](http://www.sunnyfresh.com) to request a free sample. Recipe must be Contestant's own original creation, written solely by Contestant; may not have been or be submitted into any other contest or competition; and may not have won any other award or been previously published. Modifying, enhancing or altering a third party's preexisting work does not qualify as Contestant's original creation. All entries must be received during the Contest Period. Responsibility for receipt of entry rests solely with the Contestant. In the event that Contestant's contact information changes during the Contest Period, it is Contestant's responsibility to notify Sponsor of such change.

**4. WHAT CAN I WIN?** One (1) Grand Prize of \$1,000 worth of EggStravaganza® Chorizo Flavored Turkey Sausage will be awarded to the school and/or district identified on the winner's entry form. Odds of winning depend upon the number of entries received and the results of the judging. The total number of entrants anticipated is 50. The prize is not transferable nor substitutable, except by Sponsor, who reserves the right to substitute a prize of greater or equal value. Recipient school district or entity is solely responsible for any and all taxes on the prize.

**5. HOW DO I WIN?** The winner will be selected by a panel of judges during two (2) rounds of judging. The panel of judges will be comprised of representatives of Sponsor with expertise in one

or more of the following areas: food marketing and sales, R&D, culinary, operations/engineering and QA/technical services. **ROUND 1: SELECTION OF TEN (10) FINALISTS.** All eligible entries received, as outlined in Rule #3 above, will be judged on or about May 1, 2012 in order to select ten (10) finalists. Round 1 judging will be based upon an evaluation of the written recipes submitted by each eligible Contestant. Finalists will be selected based on their respective recipe score total based on the following criteria, each worth 1-10 points:

- Feasibility to Prepare (How many ingredients does it use? Could anyone create this food by following the recipe?);
- Creativity (Is there artistic or imaginative thought around ingredient usage and/or method? Is it one of a kind? Is the recipe reflective of unique twists to ingredient usage?); and
- Appropriate Use of EggStravaganza® Chorizo Flavored Turkey Sausage.

The top ten scoring Contestants will be named finalists. In the event of a tie, the Contestant having the highest score on the Feasibility portion of the recipe submission will be selected; if still tied, then the Contestant with the highest score on the Creativity portion of the recipe submission will be selected; and if still tied, then the Contestant with the highest score on the Appropriate Use of EggStravaganza® Chorizo Flavored Turkey Sausage will be selected Finalist. In the unlikely event that a tie still remains, each recipe of the tied Contestants shall be judged and scored by a different Round 1 panel, each Contestant's scores shall be averaged, and the Contestant with the highest average score shall be named a Finalist. **ROUND 2: SELECTION OF GRAND PRIZE WINNER.** All Finalists' recipes, as determined above, will be prepared and judged on or about May 15, 2012 in order to select one (1) Grand Prize Winner. The Grand Prize Winner will be selected based on total "cook-off" scores as judged by a panel of judges based on the following criteria, each worth 1-10 points:

- Preparation Time (30 minutes or less);
- Taste (Does the recipe taste wonderful with every bite? Would you want to make it over and over based on the great taste?);
- Visual Appeal (Does the recipe present attractively on the plate or in the serving dish? Do your eyes make you want to eat this before you can smell or taste it?); and
- Kid Appeal (Does it have mass appeal to children?).

The top scoring Contestant Organization from all of the Finalists will be named the potential Grand Prize Winner. In the event of a tie, the Contestant having the highest score on the Taste portion of the recipe submission will be selected; if still tied, then the Contestant with the highest score on the Visual Appeal portion of the recipe submission will be selected; and if still tied, then the Contestant with the highest score on the Kid Appeal portion of the recipe submission will be selected as the prize winner. In the unlikely event that a tie still remains, each recipe of the tied Contestants shall be judged and scored by a different panel of judges, each such Contestant's scores shall be averaged, and the Contestant with the highest average score shall be named the potential Grand Prize Winner.

**6. WHAT HAPPENS IF I WIN?** Winning is contingent upon fulfilling all requirements of these Official Rules. Sponsor's decisions as to the administration of the Contest and prize award is final. Sponsor will notify the potential winner by e-mail on or about May 31, 2012, in accordance with the information provided by the Contestant. The potential winner (if a minor in jurisdiction of residence, his/her parent or legal guardian) must sign and return an affidavit of eligibility and a liability release within fourteen (14) days of receipt of those documents or the prize may be

forfeited. The potential winner must be available to participate in various marketing and promotional activities. If the potential winner cannot be contacted for any reason within ten (10) business days, is ineligible, fails to claim his or her prize, or, fails to return the completed and executed Affidavit/Release within the required time, the potential winner will be disqualified and an alternate winner will be selected by Sponsor. In the event of a dispute as to the identity of an online Contestant, entries made online will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. Potential winner may be required to show proof of being the authorized account holder for that e-mail address. "Authorized account holder" is defined as the natural person assigned to an e-mail address by an Internet service provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain.

**7. NON-CONFORMING ENTRIES; DISRUPTION OF CONTEST.** Entries not conforming to the requirements of these Official Rules will not be accepted or acknowledged, will be ineligible and void and the submitter of such entries will be disqualified from further participation in the Contest. Sponsor, each judge and the respective affiliates, agents and subsidiaries of each of the foregoing, and the officers, directors, shareholders, agents and employees of each of the foregoing persons or entities (collectively, "Released Parties") are not responsible for incorrect, inaccurate or incomplete entry of information or for late, delayed, lost, stolen, damaged, garbled, incomplete, or misdirected entries or communications to or from Contestants or errors in the printing of these Official Rules or any other Contest material. Further, Released Parties are not responsible for errors, omissions, interruptions, deletions, defects or delays in systems operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines or data corruption, theft, destruction, unauthorized access to or alteration of entry materials, loss or otherwise. Sponsor disclaims any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with the Contest. ANY ATTEMPT BY AN INDIVIDUAL OR ENTITY TO DELIBERATELY DAMAGE OR TAMPER WITH CONTEST WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH INDIVIDUAL AND/OR ENTITY TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION; AND IF SUCH INDIVIDUAL ENTERS OR HAS ENTERED THE CONTEST HE/SHE WILL BE DISQUALIFIED FROM FURTHER PARTICIPATION IN THE CONTEST.

**8. RIGHT TO USE MATERIALS.** Each Contestant (if a minor in jurisdiction of residence, his/her parent or legal guardian) represents, warrants and covenants to Sponsor that the right to submit and use any materials submitted to the Contest is not restricted in any manner. By submitting materials to the Contest, Contestant unconditionally assigns and transfers to Sponsor all rights, title, interest and claim in and to such materials, including, without limitation, all intellectual property rights therein. Sponsor shall have the right to use, put to use in its businesses or otherwise, publish, alter, assign, edit, sell, license or dispose of such materials and all ideas therein, however Sponsor sees fit, including, without limitation, the exclusive right of distribution of such materials worldwide, in perpetuity in all forms of media now known or hereinafter devised, without approval of, or compensation to, Contestant. Contestants may not use Sponsor's logos, materials or media announcements without Sponsor's prior written approval.

**9. RELEASE.** By participating in the Contest, each Contestant (if a minor in jurisdiction of residence, his/her parent or legal guardian) agrees, and by accepting a prize winner (if a minor in jurisdiction of residence, his/her parent or legal guardian), agrees to release and hold harmless each of the Released Parties from any and all liability, loss or damage incurred in connection with Contestant's participation in the Contest and/or the awarding, receipt, acceptance, possession or use/misuse of any prize or participation in any prize-related activities. By accepting a prize, prize winner (i) agrees to Sponsor's use for advertising or publicity purposes of winner's name and address (city & state), photograph, videotape and/or likeness and to the use of statements made by or attributed to winner relating to the Contest, Sponsor, Sponsor's distributors and products and services, and (ii) grants to Sponsor any and all rights to said use world-wide in all forms of media now known or hereinafter devised, in perpetuity, without further compensation or notice, unless prohibited by law.

**10. DATA PRIVACY, OFFICIAL RULES AND WINNERS' LIST.** Information collected from entrants is subject to Sponsor's Privacy Policy available at <http://www.sunnyfresh.com>. For a copy of these Official Rules, visit <http://www.sunnyfresh.com/cd/sf/official-rules>. The name of the winner and/or a copy of these Official Rules may be obtained by visiting [www.sunnyfresh.com](http://www.sunnyfresh.com) between June 1, 2012 and September 30, 2012.

**11. DISPUTE RESOLUTION.** Each entrant (if a minor in jurisdiction of residence, his/her parent or legal guardian) agrees that: (1) any and all disputes, claims, and causes of action arising out of or in connection with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place exclusively in a federal or state court within the State of Minnesota; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will a entrant be permitted to obtain awards for, and each entrant hereby waives all rights to claim punitive, incidental, or consequential damages, any other damages other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and the Sponsor in connection with the Contest, shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Minnesota.

**10. SPONSOR.** The 2011 EggStravaganza® Recipe Challenge Contest is sponsored by Cargill Kitchen Solutions, Inc., 206 West 4<sup>th</sup> Street, Monticello, MN 55362 ("Sponsor"). Sponsor reserves the right, at its sole discretion, to modify, cancel, postpone, delay, suspend and/or terminate the Contest and/or any Round of the Contest in the event that the Contest or such Round is not capable of being run as planned or intended by these Official Rules by reason of any causes that, in the sole discretion of the Sponsor, impair, corrupt or interrupt the administration, fairness, security, proper conduct or integrity of the Contest.

*© 2011 Cargill, Incorporated. All rights reserved. EggStravaganza® is a registered trademark of Cargill, Incorporated. #3480610*