

## 2017 Welch's Recipe Contest Official Rules

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THE CONTEST. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

**Eligibility:** The Welch's Recipe Contest (the "Contest") is open to those with recipe development experience and who maintain a blog that contains food and nutrition content and are legal residents of the 50 United States plus the District of Columbia, at least 18 years of age, except employees officers or directors (and the immediate families or household members of such persons) of Welch Foods Inc. ("Sponsor"), its parent, subsidiary or affiliated companies, and any advertising, promotion or other agency or supplier involved in any way with this Contest. The Contest is subject to all applicable federal, state and local laws and regulations.

**How to Enter:** To enter, create a heart-healthy recipe using Welch's 100% Grape Juice and post the recipe on your blog or website. Any recipes submitted via social platforms will be void. Including an image of the recipe is strongly encouraged, but not required. Post must include a disclosure statement including: "My Recipe for the Welch's Recipe Contest" ("Disclosure"). Post must also include the provided InLinkz code in the post. The post must go live between February 1, 2017 at 12:00:01 a.m. and February 28, 2017 11:59:59 p.m. ET. If posts are shared or amplified on social media platforms they must include the hashtag #Ad or #Sponsored for proper disclosure.

**Entry Requirements:** Any recipe blog post without the required Disclosure is void.

Each recipe entry must: (i) be the entrant's own creation that does not infringe or violate the rights of anyone else; (ii) use ingredients that are readily available in most well-stocked kitchens or food stores; (iii) include specific instructions including exact measurements for each ingredient and step-by-step directions for recipe preparation; (iv) follow the criteria provided and set forth by the American Heart Association for a heart-healthy recipe; (v) be capable of successful preparation by a Sponsor representative; and (vi) be in English.

Recipes must *not*: (i) feature or refer to any branded products other than Welch's or require a specific brand of any third-party product or ingredient; (ii) contain any copyrighted works or trademarks (other than those owned by the entrant or Sponsor); or (iii) defame or libel Sponsor or any third party.

Entries that do not comply with these Official Rules or that otherwise contain prohibited or inappropriate content as determined by the Sponsor, in its sole discretion, will be disqualified and will not be considered for prizes. Sponsor further reserves the right, in its sole discretion, to edit any references to third-party trademarks. Sponsor makes the final determination as to which entries are eligible to take part in this Contest and Sponsor's decisions shall be binding.

You may enter a maximum of one (1) recipe in the Contest. Excess entries will be disqualified. If two or more entrants post substantially similar recipes, the earliest posting will count and the later posting(s) will be disqualified. Duplicate entries will not be acknowledged.

**Selection of Prize Winners:** Recipes will be reviewed by a panel of expert judges, who will review all recipes based on the following criteria: creativity (most original or unique use of Welch's 100% Grape Juice) (33%); ease of preparation (33%); and taste (33%). As part of the assessment, the judges may, in their discretion, take into account online comments about the recipes; however, the judges are not required to consider such comments and may give them as much or as little weight as they see fit. The judges will select one (1) grand prize winner and one (1) runner-up.

Potential Winners will be notified by email on or about March 24, 2017, and may be required to sign and return to Sponsor an affidavit of eligibility and liability/publicity release within 72 hours. Failure to sign any documents when required may result in disqualification and selection of alternate winner. If any winner is a minor under the laws of his/her state of residence, prize may be awarded in name of parent or legal guardian who must also sign all required documents.

**Prizes:** One (1) Grand Prize is available: A \$500 Visa gift card

One (1) Runner-Up Prize is available: A \$250 Visa gift card

Visa is not a sponsor of, and is in no way affiliated with, this Contest. Gift cards are subject to issuer's standard terms. Winners will be responsible for all applicable federal, state and local taxes. Prizes are non-transferable and no substitution by winners is allowed. Sponsor reserves the right to substitute prizes of equal or greater value in the Sponsor's sole discretion in the event any advertised prize becomes unavailable. Limit one (1) prize per person.

**Release of Liability:** By participating, you release Sponsor, its parents, subsidiaries, affiliates, partners, employees, directors, and agents, including advertising agencies ("Released Entities") and Jessica Levinson of Nutritioulicious from any and against any and all injury, loss or damage caused or claimed to be caused by your participation in the Contest and/or the acceptance, awarding, receipt, use and/or misuse of the prize, and you agree that Released Entities are not responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the Contest and/or the awarding of any prize, except as expressly set forth in these Official Rules. By entering, you further agree that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorney's fees; (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses; and (iv) any dispute will be governed by Massachusetts law without regard to principles of conflicts of laws, will be heard in the state or federal courts located in Massachusetts, and the entrant hereby consents and waives any objection to the jurisdiction of such courts.

**License to Use Entries/Recipes:** By entering this Contest and uploading your recipe, you agree that Sponsor will jointly own the recipe that you submit. Sponsor and its agents have the irrevocable, perpetual right to post, display, publish, use, adapt, edit and/or modify such recipe in any way, in any and all media, for any purpose, without limitation, and without consideration to you. Participants agree to irrevocably assign and transfer to the Sponsor any and all rights, title and interest necessary to effectuate the joint ownership. All recipes are subject to submission to the American Heart Association for Heart-Check approval and to being posted/shared on the Heart-Healthy recipe page of Welch's website ([www.welchs.com/recipes/heart-healthy](http://www.welchs.com/recipes/heart-healthy)), without consideration.

Entry constitutes consent to the use of entrant's name, voice, picture and/or likeness, and recipe submitted as part of the entry process, in any and all media without restriction of any kind whatsoever, without compensation for promotion purposes, including but not limited to posting online and/or any publicity associated with the Contest.

**Additional Rules:** Entrant represents and warrants that his/her entry: (i) is the original work of the entrant; (ii) has not won previous contests or awards, or been entered in contest; (iii) has not been published previously in any medium; (iv) does not infringe any third party's intellectual property rights; (v) does not contain obscene or pornographic material; (vi) does not contain defamatory statements (including but not limited to words or symbols that are widely considered offensive to individuals of a

certain race, ethnicity, religion, sexual orientation or socioeconomic group); (vii) does not include threats to any person, place, business, or group, (viii) does not invade privacy or other rights of any person, firm or entity, and (ix) does not in any other way violate applicable laws and regulations.

Entrant hereby agrees to defend, indemnify and hold harmless Released Entities against any and all third-party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to any breach by the entrant of any provision of these Official Rules, including, without limitation, entrant's representations and warranties made herein.

Entry materials/data that have been tampered with or altered are void. Sponsor is not responsible for: (i) lost, late, misdirected, damaged, garbled, or illegible entries; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, mobile device, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Contest. By participating in the Contest, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of judges and/or Sponsor, which are final and binding in all matters relating to the Contest. Failure to comply with these official rules may result in disqualification from the Contest. Sponsor reserves the right to: (i) permanently disqualify from any contest it sponsors any person it believes has intentionally violated these official rules or acted in any unsportsmanlike or inappropriate manner; and (ii) suspend, modify or terminate the Contest if Sponsor believes, in its sole discretion, that malfunction, error, disruption or damage is impairing or will impair the administration, security, fairness, integrity or proper conduct of the Contest. **LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THE CONTEST WEBSITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

**Winner List:** For a list of the winners, available after March 24, 2017, send a stamped, self-addressed envelope to: FoodMinds LLC. Attn: Amari Thomsen 328 South Jefferson Street, Suite 750 Chicago, IL 60661.

**Sponsor:** Welch Foods Inc., 300 Baker Avenue, Suite 101, Concord, MA 01742.