

OFFICIAL RULES

RELISH/CALIFORNIA RAISIN MARKETING BOARD – SIMPLY REAL, SIMPLY DELICIOUS WITH CALIFORNIA RAISINS

RECIPE CONTEST

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED OR RESTRICTED.

1. **ENTRY PERIOD:** The Relish/California Raisin Marketing Board “Simply Real, Simply Delicious with California Raisins” Recipe Contest (the “Contest”) commences at 9:00 A.M. Central Time on November 1, 2012 and ends at 11:59:59 P.M. Central Time on December 31, 2012 (the “Contest Period”). All entries must be received by 11:59:59 P.M. Central Time on December 31, 2012 to be eligible.
2. **ELIGIBILITY:** This Contest is open to legal residents of the continental United States and the District of Columbia (the “Eligibility Area”). Entrants must be at least 21 years of age at the time of entry. Employees of Publishing Group of America, Inc. (“PGA”), the California Raisin Marketing Board (“CRMB”), [PGA and CRMB are, collectively, the “Sponsors”] and their immediate families (i.e., parents, spouse, children, siblings, grandparents, step-parents, step-children and step-siblings) are not eligible to participate. By participating in this Contest, entrants (a) agree to be bound by these Official Rules and by the decisions of PGA, which are final and binding in all matters relating to this Contest and (b) acknowledge compliance with these Official Rules. **THIS CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**
3. **TO ENTER:** Visit the website at <http://www.relish.com/simplyraisins> (the “Site”) at any time during the Contest Period and follow the instructions to complete all required fields on the online entry form. All entries submitted in accordance with these Official Rules shall hereinafter be referred to as the “Eligible Entries.” All entries become the property of PGA and will not be acknowledged or returned. In the event of a dispute over the identity of an online entrant, the entry will be deemed submitted by the registered holder of the email account. Entries received by PGA after the end of the Contest Period will be discarded and deemed VOID. No changes to any entry information will be permitted once submitted. Proof of entering online will not be deemed to be proof of actual receipt by PGA. This Contest is VOID outside of the Eligibility Area and where otherwise taxed, prohibited or restricted.
4. **RECIPE:** Each recipe may only be entered once. The submitted recipe must include, as one of the ingredients, at least one-half (1/2) cup of California Raisins. Submissions may not contain any copyrighted or trademarked elements other than elements that entrant can prove, by documentary evidence, that entrant owns. Use of any copyright or trademark elements owned by a third party will result in disqualification of a submission, in the

Sponsor's sole discretion. If a submission contains or refers to any material belonging to or owned by a third party, entrant must have permission from that third party to include such materials in his/her submission. Ingredients in the recipe must be provided in exact standard U.S. measurements and must list measurements in order of use. The recipe must include complete step-by-step preparation and cooking instructions, cooking times and temperatures, number of servings, serving suggestions and any other pertinent information. The recipe must be an original work that was created by the entrant and cannot have previously won a sweepstakes, contest or other promotion. By submitting the recipe to PGA, you grant to PGA and CRMB (and their licensees, successors and/or assignees) a perpetual, non-exclusive right and permission to reproduce, publish, distribute and otherwise use or exploit the recipe (as edited or unedited in PGA and CRMB's sole discretion) in PGA's publications and in any media now known or hereinafter developed. PGA and CRMB, their licensees, successors and/or assignees shall own exclusively all rights, including without limitation, copyright, trademark, and all other intellectual property rights in any and all works incorporating the recipe, and entrants will not receive any monetary compensation for use thereof.

5. PRIZE: A total of one (1) Grand Prize will be awarded. One (1) Grand Prize winner will receive a trip to Nashville, Tenn., which includes roundtrip airfare, transportation, and 3-nights of accommodations, \$1,000.00 American Express gift card, their recipe featured in a custom California Raisins branded video featured on <http://www.relish.com>, the winning recipe included as part of Relish's permanent recipe archive on <http://www.relish.com> and their name and recipe featured in Relish magazine. Approximate retail value (ARV) of the prize is \$2,515.00. All expenses not specified above, including, but not limited to, miscellaneous transportation, meals, beverages, souvenirs, gratuities, insurance, personal services, incidentals, etc., are the sole responsibility of the Grand Prize winner. The Grand Prize winner will not receive the difference between the actual value and approximate retail value of the Grand Prize. Blackout dates may apply. The prize may not be combined with any other offer. TRIP MUST BE COMPLETED BY MARCH 31, 2013.

A total of two (2) Runners Up will receive a \$250.000 American Express gift card and have their recipe included in the Relish permanent recipe archive on <http://www.relish.com>. ARV: \$250.00 per prize.

Prizes are not redeemable for cash, and no substitution, assignment or transfer of the prize will be permitted, except that PGA reserve the right, in its sole discretion, to substitute the prize with either the cash value of the prize that would have been awarded, or a prize of equal or greater value. Odds of winning are determined by and depend upon the number and quality of Eligible Entries received. Each entrant acknowledges and agrees that the value of the prize may be taxable to the winner as income. SPONSORS SHALL HAVE NO RESPONSIBILITY OR OBLIGATION TO A WINNER OR

POTENTIAL WINNER WHO IS UNABLE OR UNAVAILABLE TO ACCEPT OR UTILIZE THE PRIZE AS DESCRIBED HEREIN.

6. JUDGING: Eligible Entries will be judged blindly by a panel of PGA editors and members of CRMB on the following factors: Taste (40%), Appeal (10%), Originality (10%), and Ease of Preparation (40%) and all recipes must include the use of at least one-half (1/2) cup of California Raisins to be eligible. Previously published recipes (such as those appearing in major cookbooks, in magazines, in newspapers, from food companies, publicized on the Internet, and winners in national contests) will be disqualified, unless the Eligible Entry features changes considered significant by the judges. In addition, Eligible Entries must not have been awaiting publication or submitted for publication consideration during the Contest Period. The judging will occur on or about January 4, 2013 and a winner will be chosen on or about January 25, 2013.

7. WINNER VERIFICATION: The prize winner must sign and return the following documents to PGA within five (5) days of receipt thereof: (a) an Affidavit of Eligibility and Release of the Sponsors and their respective officers, directors, employees, agents, members, affiliated companies and subsidiaries, from any and all liability, loss, claims, demands, and causes of action for personal injury and/or damage, theft, loss, or any other harm suffered in connection with this Contest or the use/misuse or acceptance of the prize or any portion thereof; and (b) except where prohibited by law, a promotional release granting the Sponsors and their respective designees the right to use the winner's name and likeness for advertising and publicity purposes without additional compensation. The potential prize winner must prove eligibility, including, without limitation, proof of age and residence. In the event of non-compliance by the potential prize winner with the instructions above, the potential prize winner shall be disqualified and the next highest scoring Eligible Entry will be chosen. Entry into this Contest constitutes agreement to sign such releases to the extent permitted by applicable law. All decisions of PGA related to this Contest are final and binding. PGA expressly reserve the right to delay the announcement of the winner for creative or technical reasons or for any other reason PGA deem necessary.

8. GENERAL TERMS: PGA assumes no responsibility or liability for incorrect or inaccurate entry information, whether caused by an entrant or by any of the equipment or programming associated with or utilized in this Contest or by any human error which may occur in the processing of the entries in this Contest. PGA is not responsible or liable for any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail on account of technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including, without limitation, any injury or damage to an entrant's or any other person's computer related to or resulting from participation in this Contest. PGA is not responsible or liable for any typographical or other error in the printing of the offer, administration of the Contest, or in the announcement of the prize and/or the prize winner. If, for any reason, this Contest is not capable of running as planned due to, including, without limitation, infection by computer virus, bugs,

tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of PGA which corrupt or affect the administration, security, fairness, integrity or proper operation of this Contest, PGA reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest. Should this Contest be terminated prior to the stated expiration date, notice will be posted on <http://www.relish.com>, and the prize will be awarded to a winner selected by the judges from among all Eligible Entries received up until the time of termination. All interpretations of these Official Rules by PGA are final. No software-generated, robotic, programmed, script, macro or other automated online entries are permitted and will result in disqualification of all such entries. PGA reserves the right in its sole discretion to disqualify any individual it finds: (a) to have tampered with the entry process or the operation of this Contest; (b) to be acting in violation of these Official Rules; or (c) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or to have provided inaccurate information on any legal documents submitted in connection with this Contest. ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE THE SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, PGA RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

9. **DISCLAIMER; LIMITATION OF LIABILITY:** Entrants acknowledge that the Sponsors have not made and are not in any manner responsible or liable for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the prize. Except where prohibited, as a condition of participating in this Contest, entrants agree that any and all disputes which cannot be resolved between or among the parties, and any claims and causes of action arising out of or connected with this Contest, the prize awarded, or the determination of the winner, shall be resolved individually, without resort to any form of class action. IN NO EVENT WILL THE SPONSORS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, ADVERTISING, PROMOTION, FULFILLMENT, MARKETING AGENCIES, PUBLIC RELATIONS FIRMS, CONSULTANTS OR CONTRACTORS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXPECTATION, EXEMPLARY OR PUNITIVE DAMAGES, ARISING OUT OF THIS CONTEST OR ANY ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE AWARDED IN CONNECTION WITH THIS CONTEST, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH AND/OR PROPERTY DAMAGE, AS WELL AS ANY CLAIMS BASED ON PUBLICITY RIGHTS OR INVASION OF PRIVACY. IN NO EVENT SHALL PGA'S AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT OF THE PRIZE TO BE AWARDED IN CONNECTION WITH THIS CONTEST.

10. **GOVERNING LAW AND VENUE:** The state and federal courts located in Nashville, Tennessee shall have sole and exclusive jurisdiction of any controversies regarding this Contest, and the laws of the State of Tennessee shall govern this Contest.

Each entrant waives any and all objections to exclusive jurisdiction and venue in these courts and hereby submits to the jurisdiction of these courts. Any and all lawsuits or other disputes that arise relating to this Contest must be filed within one (1) year from the date that the winner is selected, without regard to any applicable statutes of limitation or repose.

11. **WAIVER; SEVERABILITY:** The failure of PGA to exercise or enforce any right or provision of these Official Rules shall not constitute a waiver of such right or provision. If any part of these Official Rules is held by a court of competent jurisdiction to be invalid or unenforceable, that part will be enforced to the maximum extent permitted by law, and the remainder of these Official Rules will remain fully in force.

12. **LIST OF WINNERS AND OFFICIAL RULES:** For the name of the winner and/or for a copy of the Official Rules, send a self-addressed stamped envelope to:

Publishing Group of America, Inc.
Relish/California Raisins Simply Real, Simply Delicious Recipe Contest
341 Cool Springs Blvd, Suite 400
Franklin, TN 37067

Please note on the front left-hand corner of the outer envelope whether the request is for "Official Rules" or "Prize Winner." Residents of Washington and Vermont may omit return postage.

13. **PRIVACY:** Personal information provided by entrants to PGA during the Contest entry process will be used to administer the Contest and may also be used by PGA and Sponsors for marketing purposes. For more information about PGA's use of personal information, please review the Privacy Policy located at <http://www.relish.com/privacy-guidelines/>.

14. **SPONSOR; ADMINISTRATOR:** This Contest is sponsored by California Raisin Marketing Board, 2445 Capitol Street, Suite 200, Fresno, CA 93721. This Contest is administered by Publishing Group of America, Inc., 341 Cool Springs Boulevard, Suite 400, Franklin, TN 37067.