

**JBF BLENDED BURGER CAMPUS CHEF PROJECT**  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO PARTICIPATE OR WIN.**

**Contest Entry Period:** The JBF Blended Burger Campus Chef Project (the “Contest”) begins at 12:00:00 AM Eastern Time (“ET”) on 9/4/17 and ends at 11:59:59 PM ET on 12/15/17.

**Eligibility:** Contest is open to legal residents of the 50 United States (including the District of Columbia), who have reached the age of majority in his or her state of primary residence and are: 1) employed as a chef at an accredited college, institution or university within the 50 United States (including the District of Columbia); 2) responsible for food preparation for students, faculty and/or visitors and 3) entering this Contest on behalf of their respective college, institution or university (“Establishment”). The aforementioned points 1, 2 and 3 together are collectively referred to herein as the “Contestant.” Employees, officers, directors, agents and representatives of the James Beard Foundation (referred herein as the “Sponsor”), The Mushroom Council, Ventura Associates International LLC (“Administrator”) and their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies, retailers, consultants, distributors (collectively, “Contest Entities”), and their immediate family members and/or those living in the same household of each (regardless of where they reside or whether related or not) are not eligible to enter or win. Contest governed by U.S. law. Contest is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

**Contest Objective:** The objective of the Contest is for Contestants to create a “blended burger” by blending protein with at least 25% finely chopped and freshly cultivated mushrooms. Photograph your blended burger after it is prepared and cooked, and follow the instructions provided in the “How to Enter” section in these Official Rules to enter. Contestants must also add their blended burger to their menu so your customers can try it and vote for it during the Contest Entry Period. Additionally, your Entry will be judged with other Entries received for a particular tier (e.g., Tier 1, 2, or 3 as detailed herein). Each tier limit is based on student enrollment size per Establishment. See below for limits:

**Tier #1:** Establishments with student enrollment size of 5,000 or less for the fall 2017 calendar.

**Tier #2:** Establishments with student enrollment size 5,001 to 14,999 for the fall 2017 calendar.

**Tier #3:** Establishments with student enrollment size of 15,000 or more for the fall 2017 calendar.

**How to Enter:** Visit [www.jamesbeard.org/BBPCampus](http://www.jamesbeard.org/BBPCampus) during the Contest Entry Period and follow all onscreen instructions to: 1) complete and submit the online entry form; 2) email a hi-res photograph of your blended burger (that depicts the most visual view - showcasing your creative use of mushrooms, flavor profile and appetizing appearance) to [blendedburger@jamesbeard.org](mailto:blendedburger@jamesbeard.org); and 3) add the blended burger to your establishment’s menu so your customers can try it and vote for it during the Contest Entry Period. The aforementioned points 1 and 2 (e.g., Online Entry Form and Photograph will be collectively referred hereafter as “Entry or “Entries.” Only complete and eligible Entries received during the Contest Entry Period will be posted for public viewing and voting. Once your Entry is received and verified, your Entry will be judged along entries received for a particular student enrollment size tier similar to the establishment your Entry represents. **Limit:** One (1) Entry per Contestant/Establishment. All Entries become Sponsor’s property and will not be returned or acknowledged and will not be received or held “in confidence”. Submission of an Entry does not create a confidential relationship or obligation of secrecy between you and the Sponsor or any of its affiliates.

**Submittal of Entries/Photos:** Photograph must only include the image of the “blended burger” – no image of any person or body part must appear in Photograph. The Sponsor may request the

recipe/ingredients or hi-res photograph of the Photo submitted as your Entry from any Contestant as part of the verification process. Therefore it is recommended that each Contestant retain such information until 12/31/17. Each Entry must be taken solely by Contestant. Entry must be original and not copied from any other work and must not infringe upon the rights of any third party. Content that may NOT be contained in an Entry includes, but is not limited to, the following:

- with the exception of when an email address is requested for purposes of contacting a potential Contestant and/or Nominee any content providing personally identifiable information about yourself and/or any third parties, such as address, phone number or any contact information;
- content in violation of third-party rights including, but not limited to: copyrights, trademark, right of publicity or any other proprietary rights;
- content that is libelous, defamatory, disparaging or tortious;
- content that is pornographic, adult-oriented or sexually-explicit;
- content portraying or referring to lotteries or gambling;
- content portraying or including explicit or offensive language;
- content portraying or advocating violence;
- content portraying or advocating illegal activities;
- content portraying or advocating tobacco, alcohol or drugs;
- content portraying or referring to weapons of any kind including, but not limited to, guns or bombs;
- content that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any basis protected by federal, state, or local law, ordinance, or regulation; and
- any content that denigrates disparages or reflects negatively on the Sponsor, its services and products or its employees, or on any other person, company, services or product, or that disparages Sponsor's competitors.
- any content that communicates messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.

If an Entry includes any of the prohibited elements listed above, the Entry will be disqualified, along with the Contestant who submitted it. The above list is not intended to be exhaustive; the Sponsor may disqualify any Entry if it contains a photo or text that Sponsor deems, in its sole discretion, to be offensive or obscene in any way or to not be in compliance with these Official Rules.

By submitting an Entry, each Contestant, on behalf of him/herself and the Establishment it represents grants Contest Entities, and their respective parent companies and/or agents, a perpetual, fully-paid, irrevocable, non-exclusive license to publish, reproduce, prepare derivative works of, distribute, display, exhibit, transmit, broadcast, televise, digitize, otherwise use, and permit others to use and perform throughout the world the Entry, in whole or in part, in any manner, form, or format now or hereinafter created, including on the Internet, and for any purpose, including, but not limited to, on Contest Entities' websites and/or any other advertising or promotion of Contest Entities all without further consent from or compensation to any Contestant. By submitting an Entry, you (on behalf of yourself and Establishment) agree that Sponsor has no obligation to post or publish your Entry, that all such postings or publication, if any, will be in Sponsor's sole discretion and that the posting or publication of an Entry does not have any bearing on whether the Entry will be selected as a Winning Entry. Without limiting the generality of the foregoing, Contestant agrees that the Entry may be posted and shared by other others in various social media outlets such as Twitter.com and/or Instagram.com and the Contest Entities are not responsible for any unauthorized use of Entries by third parties.

By submitting an Entry, each Contestant acknowledges and agrees that Sponsor may receive many entries that such other Entries may be similar or identical in theme, idea, format or other respects to Contestant's Entry and Contestant waives any and all claims Contestant may have had, may have, and/or may have in the future that any Entries (including but not limited to: photograph, and/or ideas) accepted, reviewed and/or used by the Contest Entities may be similar to or the same as his/her Entry. Contestants

acknowledge and agree that the Contest Entities do not have now, nor shall any of them have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the non-infringement or protection of any copyright, trademark, patent, or any other claimed right or interest in and to Contestant's Entry. By submitting an Entry, each Contestant agrees that he or she has no right to bring (and covenants not to bring) any claim, action, or proceeding of any kind or nature whatsoever relating to the Contest or the Entry against the Contest Entities.

**Public Viewing and Voting:** During the Contest Entry Period, each eligible Entry will be posted at [www.jamesbeard.org/BBPCampus](http://www.jamesbeard.org/BBPCampus) for public viewing and voting. Voters must use the following equally weighted judging criteria to determine their favorite Entry: **(1)** most creative use of mushrooms; **(2)** best flavor profile and **(3)** most appetizing appearance (Collectively, "Judging Criteria"). **ANY CONTESTANT WHO SUBMITS AN ENTRY IN THIS CONTEST IS NOT ELIGIBLE TO VOTE. Limit: one (1) vote per person per day.** Voters must submit their votes between 9:00:00 AM ET on 9/4/17 and 11:59:59 PM ET on 12/15/17 in order to be counted towards an Entry's accumulative total and the student's sweepstakes. For details on the student's sweepstakes, visit <https://www.jamesbeard.org/BBPCampus/vote>. Votes obtained by any fraudulent, inappropriate and/or artificial means, including, without limitation, paid advertising regardless of media, trading votes or offering prizes or other inducements to members of the public, as determined by Sponsor and/or its agent in their sole discretion, will be disqualified and associated Contestant may be disqualified. Use of script, macro or any automated system to vote or with the intent to impair the integrity of the Contest is prohibited and all such votes will be void.

**Determination of Winning Entry:** At the conclusion of each Contest Entry Period, the top two (2) scoring Entries from each tier (as determined by public voting) will be declared the Winning Entries (subject to verification) for the Establishment it represented. The top winning Entries from each tier will be determined on or about 12/16/17.

**Ties:** In the event of a tie, the tied Entries will be judged on the aforementioned judging criteria by a panel of judges consisting of personnel from The James Beard Foundation and The Mushroom Council to determine the Winning Entry(ies) (subject to verification). In the event of a further tie, (the Entry from among the tied entries) with the highest score for most appetizing appearance will be declared as the winning Entry (subject to verification).

The Sponsor reserves the right to disqualify any Entry for any reason, in its sole and absolute discretion. Sponsor is under no obligation to disclose why an Entry has been disqualified other than the Entry was ineligible under these Official Rules. Furthermore, the Sponsor reserves the right to not award any prize if, in its sole and absolute discretion, it does not receive a sufficient number of eligible and qualified Entries during the Contest Entry Period or for an applicable tier(s). Sponsor's decision is final and binding on all matters relating to this Contest.

After the winning Entries are determined per tier, the Establishment related to the winning Entries will be notified of their standing in the Contest and will determine, in its sole discretion, if the Contestant connected to the winning entry will represent the Establishment ("Nominee") at the James Beard House Event in January 2018. The Nominee may not be the actual Contestant who submitted the winning Entry. The Nominee must also be able to fully execute the winning recipe at the James Beard House Event in January 2018.

**Notification:** Each winning Establishment from each tier will be notified via email within five (5) days of determination of winning Entry and will be required to: **1)** provide the contact information of the chef who will represent the Establishment; **2)** ensure the Nominee executes and return a signed Affidavit of Eligibility, Release of Liability and a Publicity Release ("Affidavit") so it is received by Administrator within five (5) days of date printed on notification or such Entry (including Nominee) will be disqualified and an alternate

winning Entry from the tier the disqualified Entry originated may be determined and notified. If an Affidavit is returned as undeliverable; or if a Nominee failed to execute and return the Affidavit within the specified time period or found to be ineligible; or cannot accept or receive the prize for any reason; the corresponding prize will be forfeited and the Entry with the next highest score (according to the judging criteria set forth above) for the applicable tier the disqualified Entry originated may be declared as the alternate winning Entry. Entry in the Contest and/or acceptance of prize (if Entry is selected and confirmed a winning Entry) constitutes permission (except where prohibited by law) for Sponsor and The Mushroom Council to use, but not limited to: each Contestant's and/or Nominee's name, information related to the respective Establishment, Entry/photo, hometown and likeness for promotional purposes and/or materials without further compensation to any Nominee or Establishment.

**Prizes:** **Two (2) Prizes awarded per tier for a total of six (6) prizes.** Each Establishment's Nominee will receive a 3-day/2-night trip to cook the winning Entry in April 2018 at the James Beard House in New York City ("Event"). Value of prize: \$1,700. If actual value of prize is less than the stated value listed herein, the difference will not be awarded in cash or merchandise. Each Prize consists of: round-trip economy class airfare for Nominee only from a major commercial airport closest to the Nominee's primary residence to New York City (or ground transportation, if Nominee resides within one hundred and fifty (150) miles radius of New York City, New York, as determined by Sponsor at its sole discretion; two (2) nights hotel accommodations (room and room tax only); plus up to \$150 in reimbursable expenses upon receipt of documentation (i.e. receipts or bills) showing payment. Reimbursable expenses are defined as ground transportation, meals, and incidentals. All documentation must be received by the James Beard Foundation with ten (10) dates of travel and will take up to 45 days from receipt of documentation for the processing of all payments. All meals, ground transportation, taxes, gratuities, incidentals, upgrades, service charges or other expenses not specified herein are not included and are the sole responsibility of each Establishment. No substitution or transfer of prize to a third party is permitted and prizes cannot be redeemed for cash value, except by Sponsor, who reserves the right in its sole discretion to substitute any portion of the prize for another prize of comparable or greater value. Additional prize details: All prize details are at Sponsor's sole discretion. Dates of travel and time of Event will be provided to each Nominee after Affidavit is received and verified. Arrangements for the fulfillment of any prize will be made by Sponsor and/or its designated agent of choice. Each Nominee must travel per the itinerary and dates specified by the Sponsor or (if time permits) the Establishment has the right to replace the Nominee (or forfeit all rights to the prize. Travel and hotel accommodations are subject to availability. Certain blackout dates and restrictions may apply. Each Establishment, including its Nominee, acknowledges the Event is beyond the control of the Sponsor and may be subject to being rescheduled, modified or cancelled. In the eventuality the Event is postponed or canceled, no compensation or substitution will be provided and the Sponsor shall have no further obligation to any Nominee other than to supply a trip to New York minus the Event portion. Should this be the case, trip must be taken within twelve (12) months from the date on winning notification. If for any reason whatsoever, a Nominee is unable to travel or attend the Event for any reason whatsoever after all travel arrangements have been made and paid, the Sponsor shall have no further obligation to such Nominee and the Establishment it represents. Each Nominee must comply with any security procedures or measures imposed by Event's personnel and/or its representative(s). The Sponsor and/or Event personnel/representative(s) reserve the right in their sole discretion to suspend or cancel a Nominee's attendance at Event due to non-compliance with any security procedure or inappropriate behavior or misconduct. Each Nominee is responsible for obtaining proper documentation (i.e., valid photo ID) prior to travel. All federal, local, sales and income taxes (if any) or other expenses relating to the use, acceptance and possession of any portion of prize are the sole responsibility for each Establishment.

**Consent and Release:** To the fullest extent possible in law, Contestants, and on behalf of their respective heirs, executors, administrators, legal representatives, successors and assigns ("Releasing Parties"), release, defend and hold harmless the Contest Entities, Twitter and Instagram from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants,

contracts, controversies, agreements, promises, variances, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have which in any way arise out of or result from Contestant's participation, from Nominee's/Establishment acceptance of prize (if applicable and connected to a winning Entry). The Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of prize details. In the event Sponsor is prevented from continuing with the Contest as contemplated herein by any event beyond its control, or otherwise, including but not limited to fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, or local government law, order, or regulation, or order of any court, or other cause, Sponsor shall have the right to modify, suspend or terminate the Contest. Furthermore, the Sponsor reserves the right to terminate the Contest if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Contest), and to determine the winning Entries from among all eligible Entries received prior to termination. Contestants/Nominee or Establishment assume all liability for any injury, including death or damage caused or claimed to be caused, by participation in this Contest.

**General:** For purposes of these Official Rules "receipt" of an Entry occurs when Sponsor's server records the Entry information resulting from Contestant clicking the "Submit" button. Any automated computer receipt (such as an email confirming the Entry) does not constitute proof of actual receipt by Sponsor for purposes of these Official Rules. Use of automated processes and devices to submit electronic Entries are not permitted. In the event of a dispute as to the ownership of any Entry, the authorized account holder of the email address used to enter will be deemed to be the Contestant. 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 and he/she must meet the eligibility requirements mentioned above. Each Contestant/Nominee may be required to show proof of being the authorized account holder.

Entry materials/data that have been tampered with or altered, or mass Entries or Entries generated by a script, macro or use of automated devices are void. The Sponsor is not responsible for: (i) lost, late, misdirected, incomplete, illegible, damaged, 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, 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 website or any combination thereof; (iii) any injury or damage to a Contestant's or any other person's computer related to or resulting from participating in the Contest, or (iv) the failure of any third party to comply with the instructions and proper administration of this Contest. By participating in the Contest, Contestants (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Administrator, which are final and binding in all matters relating to the Contest. Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Contest or web site or violates these Official Rules. **LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A CONTESTANT, TO DELIBERATELY INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL & 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.**

**List of Winning Entries:** For the list of winning Entries and the Contestant or Nominee representing the winning Entry (available after 12/31/17) send a stamped, self-addressed envelope (postage not required for

Vermont residents) by 1/31/18 to: JBF Blended Burger Campus Chef Project Winning Entry, c/o Ventura Associates LLC, 60 East 42<sup>nd</sup> Street, Suite 650 (DE/JBFD6071), New York, New York, 10165.

**Privacy:** By entering the Contest, the information Contestants provide may be sent to promotional partners. Contestants may be contacted by the Sponsor and/or any promotional partners with future promotional offers. Information provided by Contestants to participate in this Contest is subject to Sponsor's privacy policy located at <http://www.jamesbeard.org/privacy-policy>.

**Sponsor:** The James Beard Foundation, 167 W. 12<sup>th</sup> Street, New York, NY 10011.

**Administrator:** Ventura Associates International LLC, 60 East 42<sup>nd</sup> Street, Suite 650, New York, New York, 10165.