

**JAMES BEARD FOUNDATION AND QUAKER MORE TASTE, LESS WASTE RECIPE CONTEST**  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO PARTICIPATE OR WIN. ENTRY INTO THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.**

**Contest Entry Period:** The James Beard Foundation and Quaker More Taste, Less Waste Recipe Contest (the "Contest") for Phase 1 begins at 12:00:00 AM Eastern Time ("ET") on 8/21/17 and ends at 12:00:00 PM ET on 9/1/17. Phase 2 and 3 of the Contest begins on or about 3:00:00 PM ET on 9/1/17. Phase 4 of the Contest begins on or about 9:00:00 AM ET on 9/26/17 and concludes with the winner announcement on or about 5:00:00 PM ET on 10/6/17.

**Eligibility:** The Contest is open to legal residents of the 50 United States (including the District of Columbia), who at time of entry: **1)** are aged 21 or older; **2)** and are professional chefs, line cooks, cookbook authors or published food writers, collectively referred to as a "Contestant." Employees, officers, directors, agents and representatives of the James Beard Foundation (referred herein as the "Sponsor"), The Quaker Oats Company ("Quaker"), Hungry Harvest, 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 and is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

**This Contest consists of four (4) Phases: Phase 1:** Call to complete applications for a chance to enter Phase 2's Random Drawing; **Phase 2:** Random Drawing of 30 eligible Contestants who applied; **Phase 3:** Verification of Affidavits and initial review of Contestants' Entries by The James Beard Foundation and Quaker to ensure each Contestant meet Judging Criteria and Comply with the Official Rules and **Phase 4:** Public Voting.

**Phase 1 – Call to complete applications:** Visit [www.jamesbeard.org/moretastelesswaste](http://www.jamesbeard.org/moretastelesswaste) ("Website") and follow all onscreen instructions to complete and submit the online form/questionnaire ("Application") by 12:00:00 PM ET on 9/1/17. Only complete and eligible Applications received during the Contest Entry Period will be eligible for inclusion into Phase 2. **Limit:** One (1) Application per Contestant. For purposes of these Official Rules "receipt" of an Application occurs when the Website's server records the information resulting from a Contestant clicking the "Submit" button. Any automated computer receipt (such as an email confirming the Application), or other proof of submission does not constitute proof of actual receipt by Sponsor for purposes of these Official Rules. Applications are subject to all notices posted on the Website, including but not limited to, Sponsor's privacy policy. All Applications become Sponsor's property and will not be returned or acknowledged and will not be received or held "in confidence". Submission of an Application does not create a confidential relationship or obligation of secrecy between you and the Sponsor, Quaker or any of its affiliates.

**Phase 2 – Random Drawing of thirty (30) Chefs.** All eligible Applications received during **Phase 1** will be entered into a random drawing to determine the thirty (30) Contestants who will advance to Phase 3 to participate as Contestants in the Contest. The thirty (30) Contestants will be determined on or about 9/1/17. Sponsor reserves the right to advance fewer than thirty (30) Contestants if in its sole and absolute discretion fewer eligible Applications were received during Phase 1.

**Phase 3:** The randomly selected Contestants will be notified via email on or about 9/1/17 and will be required to: **1)** execute and return an Affidavit of Eligibility, Release of Liability and a Publicity Release

("Affidavit") and **2**) use the ingredients received in the More Taste, Less Waste ingredient box from Hungry Harvest to create his/her dish/recipe illustrating "More Taste, Less Waste" theme of using the power of the oat to inspire new ways of using foods that often go to waste to create dishes that are better for you, better tasting and better for the planet. Each Contestant will receive an ingredient box that includes Quaker oats and produce supplied by Hungry Harvest. Hungry Harvest will ship the ingredient box on or about 9/5/17 to the addresses provided on the Applications submitted by the participating Contestants during Phase 1. A Contestant can use ingredients in his/her pantry and/or refrigerator; however, each Contestant must use at least three (3) produce and 1 cup of Quaker oats provided in the More Taste, Less Waste ingredient box and should follow Quaker's nutrition guardrails/guidelines in his/her dish/recipe. The Quaker nutrition guardrails/guidelines can be located within the box of produce. Quaker reserves the right, in its sole discretion, to disqualify an entry if it does not follow the nutrition guardrails/guidelines. **A Contestant may submit his/her fully executed Affidavit prior to 9/15/17. However, both the Affidavit and Entry will be required to be considered for inclusion into Phase 3. Each Contestant must submit his/her fully executed Affidavit and Entry (consisting of recipe including preparation/directions and a hi-res color photo of dish) for receipt by 5:00 PM ET on 9/15/17 to: [www.jamesbeard.org/moretastelesswaste](http://www.jamesbeard.org/moretastelesswaste) to qualify for judging and/or to advance to Phase 4.** If any communication/materials sent to a Contestant are returned as undeliverable; or if a Contestant has failed to execute and return the Affidavit and/or Entry within the specified time period, such Contestant will be disqualified and will not be permitted to participate in the Contest. (Contestants are responsible for notifying Sponsor of changes in email addresses.)

**Submittal of Photos:** Photo must only include image of prepared "dish" – no image of any person or body part must appear in Photo. Your Entry must comply with the following and by entering you represent and warrant and agree that:

- The Entry is original and created by you and not copied from any other material and does not infringe upon the rights of any third party.
- Contestant owns all rights to his/her Entry enabling him/her an unrestricted right to submit his/her Entry in this Contest.
- The Entry has not been previously published or submitted in any other contest or competitions and/or to any media, including, without limitation, any books and/or magazines; or has won any other awards.
- The Entry will not include any other brands or labels within copy and/or images except for Quaker oats.

The Sponsor may disqualify any Entry if it contains a photo or content that Sponsor and/or judging panel deems, in its sole discretion, to be offensive or obscene in any way or to not be in compliance with these Official Rules. Sponsor and/or judging panel is under no obligation to disclose why an Entry was disqualified.

All eligible Phase 3 Entries received by 5:00:00 PM ET on 9/15/17 will be judged by a panel of judges consisting of personnel from the James Beard Foundation and Quaker ("Judging Panel") who (based on the Judging Criteria below) will determine which Entries (up to 20) will advance to Phase 4 for public voting. Judging Panel reserves the right to advance fewer than 20 Entries to advance to Phase 4 in its sole discretion. The decisions of the Judging Panel are final and binding on all matters relating to the any phase of the Contest.

**Judging Criteria:** Judging will be based on the following weighted judging criteria: (i) potential of Entry to produce good taste and less waste (30%); (ii) most appetizing appearance (30%); (iii) correct amounts of produce/oats used in recipe(25%); and (iv) originality and clarity of recipe/preparation (15%).

**Phase 4:** All qualified Phase 4 Entries will be posted on [jamesbeard.org/moretastelesswaste](http://jamesbeard.org/moretastelesswaste) for public

viewing and voting. Voting will also be based on the above Judging Criteria and will commence at 9:00:00 AM ET on 9/26/17 and conclude at 5:00:00 PM ET on 10/6/17 (the "Voting Period"). **Voting Limit:** Only one (1) vote per person per day. **ANY CONTESTANT WHO SUBMITS AN ENTRY IN THIS CONTEST IS NOT ELIGIBLE TO VOTE.** Votes received in excess of the stated limitation will be void. Voters must submit their votes by 5:00:00 PM ET on 10/6/17 in order to be counted towards an Entry's accumulative total and the voter's sweepstakes. For details on the voter's sweepstakes, visit: [jamesbeard.org/moretastelesswaste](http://jamesbeard.org/moretastelesswaste). Contest Entities are not responsible for any undeliverable votes. Voting generated by script, macro or other automated means or with the intent to impair the integrity of the rating process, as determined by the Sponsor in its sole discretion, will be void. Entrants are prohibited from obtaining votes by any artificial and/or unethical means, paid advertising regardless of media, fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to prospective voters, including exchanging/bartering of votes as determined by the Sponsor in its sole discretion.

**Winner Determination:** At the conclusion of Voting Period, the Entry (as determined by public voting) who receives the most votes will be declared Grand Prize Winner (subject to verification). Grand Prize Winner will be determined on or about 10/6/17.

**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 Quaker to determine the winner. 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 Grand Prize Winner.

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. Sponsor's decision is final and binding on all matters relating to this Contest.

**Grants of Rights:** Contestants retain ownership of the Entries they submit, however by submitting an Entry, each Contestant, on behalf of himself/herself grants Contest Entities and/or their 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 and acceptance of prize (if Entry is selected and confirmed the winning entry) constitutes permission (except where prohibited by law) for Contest Entities to use each Contestant's name (including name and prize won, Entry/photo, hometown and likeness for promotional purposes and/or materials without further compensation to any Contestant.

By submitting an Entry, each Contestant acknowledges and agrees that Sponsor may receive many entries in this Contest and 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 recipes/Entries) accepted, reviewed and/or used by the Contest Entities may be similar to or the same as his/her Entry. By submitting an Entry, you agree that Contest Entities has no obligation to post or publish your Entry, that all such postings or publication, if any, will be in the Contest Entities' sole discretion and that the posting or publication of an Entry does not have any bearing on whether the Entry will be selected as the winner. 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. 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.

**Prize/Value: One (1) Grand Prize Winner:** A \$5,000 donation will be made in Winner's name to a US based I.R.C. 501(c)(3) non-profit organization food charity of Winner's choice designated on Phase 1 Application. The US based non-profit food charity must be approved by Quaker and the James Beard Foundation. Prize will be awarded within ninety (90) days after receipt of all required documents. Prize is not deductible for tax purposes by the winner.

**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, acceptance and use or misuse of prize (if determined to be a winner). 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 any prize. 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 winners from among all eligible Entries received prior to termination. Contestants assume all liability for any injury, including death or damage caused or claimed to be caused, by participation in this Contest or use or redemption of prize (if Contestant is determined to be a winner).

**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 potential winner 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 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.

**Winners' List:** For the list of winners (available after 10/9/2017) send a stamped, self-addressed envelope (postage not required for Vermont residents) by 10/9/2017 to: The Taste More, Less Waste Contest Winner, c/o Ventura Associates LLC, 60 East 42<sup>nd</sup> Street, Suite 650 (DE/JBFD6119), 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.