

JBF BLENDED BURGER SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

Sweepstakes Entry Period: The JBF Blended Burger Sweepstakes (the “Sweepstakes”) begins at 12:00:00 AM Eastern Time (“ET”) on 5/29/18 and ends at 11:59:59 PM ET on 7/31/18 (the “Sweepstakes Entry Period”).

Eligibility: The Sweepstakes 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 in which he or she physically resides at time of entry. 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, “Sweepstakes 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. Sweepstakes is governed by U.S. law and is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

How to Enter: During the Sweepstakes Entry Period, follow all onscreen instructions provided at www.jamesbeard.org/blendedburgerproject (the “Website”) to register. Upon registering, you will be able to vote for your favorite restaurant and burger in the Blended Burger Project (using the equally weighted judging criteria provided) to earn one (1) entry into the Sweepstakes’ random drawing. Limit: one (1) vote/entry per person per day. Each eligible vote must be submitted by 11:59 PM ET on 7/31/18 in order to be counted towards a Contestant entry’s accumulative total and to qualify as an entry into the Sweepstakes’ random drawing. **By voting, you are also consenting to be enrolled to receive JBF newsletter and The Mushroom Council’s newsletter.** Please refer to the end of the Official Rules for links to access both privacy policies. Use of automated processes and devices to submit electronic entries/votes are not permitted. Sponsor is not responsible for lost, late, misdirected, incomplete, illegible, damaged, or illegible Entries/votes. All entries become the property of Sponsor and will not be returned or acknowledged.

Prize and its Approximate Retail Value (“ARV”): One (1) Grand Prize Winner. Winner will receive a 3-day/2-night trip for winner and one (1) eligible guest to attend the Event at the James Beard House in New York City in November 2018 (ARV: \$3,400). If actual value of prize is less than the stated ARV listed herein, then the difference will not be awarded in cash or merchandise. Prize consists of: roundtrip economy class airfare for winner and guest from a major commercial airport closest to the winner’s primary residence to New York City; two (2) nights hotel accommodations (room and room tax only); plus \$150 stipend to allocate towards expenses. Stipend will be awarded in a form of a corporate check. All meals, ground transportation, taxes, gratuities, incidentals, upgrades, service charges or other expenses not specified herein are not included and are the winners’ sole responsibility. No substitution or transfer of prize to a third party is permitted and prize cannot be redeemed for cash value, except by Sponsor, who reserves the right in its sole discretion to substitute prize for a prize of comparable or greater value. All prize details are at Sponsor’s sole discretion. Date and time of Event will be provided to winner after s/he is cleared and confirmed. Arrangements for the fulfillment of any prize will be made by Sponsor and/or its designated agent of choice. Winner and guest must travel per the itinerary and dates specified by the Sponsor or forfeit all rights to the prize. Travel and hotel accommodations are subject to availability. Certain blackout dates and restrictions may apply. Winner 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 winner other than to supply a trip to New York minus the Event portion of prize. Should this be the case, trip must be taken within twelve (12) months from the date on winner notification. If for any reason whatsoever, winner 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 winner. Winner and guest 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 winner's (or guest's) attendance at Event due to non-compliance with any security procedure or inappropriate behavior or misconduct. Winner and guest are responsible for obtaining proper documentation (i.e., valid photo ID) prior to travel. All federal, local, sales and income taxes or other expenses relating to the use, acceptance and possession of any portion of prize are the winner's sole responsibility. An IRS form 1099 will be filed in the name of winner for the value of prize awarded. A guest must meet the age of majority in his/her state or primary residence and will be required to execute and return a Liability/Publicity Release prior to travel.

Odds of Winning: Odds of winning are determined based on the total number of eligible entries received during the Sweepstakes Entry Period.

Winner Selection and Notification: Potential winner will be selected in a random drawing from all eligible entries received during the Sweepstakes Entry Period. Random drawing will be conducted on or about 8/15/18 by Ventura Associates International LLC, an independent judging organization ("judges") whose decisions are final. Potential winner will be notified via email and will be required to execute and return an 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 potential winner will be disqualified and an alternate winner may be notified. (Entrants are responsible for notifying Sponsor of changes in email addresses.) If an Affidavit, prize notification letter or prize is returned as undeliverable; or if a potential winner has failed to execute and return the Affidavit within the specified time period; or if a potential winner is otherwise found to be ineligible; or cannot accept or receive the prize for any reason; the prize will forfeit the prize and it may be awarded to an alternate winner in a separate random drawing at Sponsor's sole discretion. Prize will be awarded within thirty (30) days after receipt and verification of winner's completed prize documents. Entry or acceptance of prize constitutes permission (except where prohibited by law) for Sponsor and The Mushroom Council to use winner's name, prize won, Entry/photo, hometown and likeness for promotional purposes and/or materials without further compensation to Winner.

Consent and Release: To the fullest extent possible in law, Entrants, and on behalf of their respective heirs, executors, administrators, legal representatives, successors and assigns ("Releasing Parties"), release, defend and hold harmless the Sweepstakes Entities 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 Entrant'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 Sweepstakes or in the announcement of prize. In the event Sponsor is prevented from continuing with the Sweepstakes 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 Sweepstakes. Furthermore, the Sponsor reserves the right to terminate the Sweepstakes if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), and to determine the winner from among all eligible Entries received prior to termination. Entrants assume all liability for any injury, including death or damage caused or claimed to be caused, by participation in this Sweepstakes or use or redemption of prize, including any prize related activity).

General: For purposes of these Official Rules "receipt" of an Entry occurs when Sponsor's server records the Entry information resulting from Entrant 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. 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 Entrant. 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. 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) 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; (ii) any injury or damage to Entrant's or any other person's computer related to or resulting from participating in the Sweepstakes, or (iii) the failure of any third party to comply with the instructions and proper administration of this Sweepstakes. By participating in the Sweepstakes, Entrants (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 Sweepstakes. 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 Sweepstakes or web site or violates these Official Rules. **LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A SWEEPSTAKESANT, TO DELIBERATELY INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, 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.**

Winner's List: For the winner's name (available after 8/31/18) send a stamped, self-addressed envelope (postage not required for Vermont residents) by 7/31/18 to: The Blended Burger Sweepstakes Winner, c/o Ventura Associates LLC, 494 Eighth Avenue, Suite 1700 (DE/JBFD6279), New York, NY, 10001.

Privacy: By entering the Sweepstakes, the information Entrants provide may be sent to promotional partners. Entrants may be contacted by the Sponsor and/or any promotional partners with future promotional offers. Information provided by Entrants to participate in this Sweepstakes is subject to Sponsor's privacy policy located at <http://www.jamesbeard.org/privacy-policy> and to The Mushroom Council's privacy policy located at <https://www.mushroomcouncil.com/legal/>.

Sponsor: The James Beard Foundation, 167 W. 12th Street, New York, NY 10011.

Administrator: Ventura Associates International LLC, 494 Eighth Avenue, Suite 1700, New York, NY, 10001.