

2019 JBF BLENDED BURGER PROJECT
OFFICIAL CONTEST RULES

NO PURCHASE NECESSARY TO PARTICIPATE OR WIN.

Contest Entry Period: Early Bird Registration for the JBF Blended Burger Project (the “Contest”) begins at 3:00:00 PM Eastern Time (“ET”) on March 15, 2019 and ends 11:59:59 PM ET on 4/15/19. Contestants who register and submit all required information to enter the Contest during the Early Bird Registration will receive a knife roll and t-shirt, while supplies last.

The **Voting Period** begins at 12:00:00 AM Eastern Time (“ET”) on 5/27/19 and ends at 11:59:59 PM ET on 7/31/19. Contestants may also register and enter the Contest during the Voting Period. This contest includes two (2) rounds of judging.

Eligibility: The Contest is open to legal residents of the 50 United States (including the District of Columbia), who at time of entry: **1)** has reached the age of majority in his or her state of primary residence; **2)** is a chef, restaurant owner, or employee who works in or owns a dining facility or a location where food is prepared and served and conducts business to the general public; and **3)** has personally created, taken photograph of his/her created blended burger and submitted such elements for inclusion into this Contest. 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, fresh cultivated mushrooms. Take a photograph of your blended burger after it is prepared and cooked, and follow the instructions provided in the “How to Enter” section below to enter the Contest. 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.

How to Enter: Visit www.jamesbeard.org/blendedburgerproject during the Contest Entry Period and follow all onscreen instructions to: **1)** complete and submit the online Registration Form; **2)** Upload a hi-res photograph of your blended burger (photo must not include any person or body part) that depicts the most visual view - showcasing your creative use of mushrooms, flavor profile and appetizing appearance with a name, and description of your Blended Burger in 50 words or less along with the Chef’s contact information to <https://jamesbeard.wyng.com/BBPupload>; **3)** submit your recipe during the registration process (**optional at this time, but will be required if your entry is selected as a Finalist**); and **4)** menu your blended burger during the Contest Entry Period so your customers can try it and vote for it. Online Entry Form and Photograph will be collectively referred together as the “Entry”. Only complete and eligible entries received during the Contest Entry Period will be posted for public viewing and voting. **Limit:** One (1) Entry per Contestant and per singular participating restaurant location. **Winning entries from the previous Blended Burger Contests cannot be submitted for inclusion in this Contest. However, all Contestants who entered previous contests can submit a new original blender burger.** 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: Photo must only include image of “blended burger” – no image of any person or body part must appear in Photo. The Sponsor will request the recipe/ingredients and/or hi-res photograph of the Photo submitted as your Entry from any Contestant who advances to Round #2 as part of the verification process. Therefore it is recommended that each Contestant retain such information until 7/31/19. Each Entry must be created 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 winner, any content providing personally identifiable information about yourself and/or any third parties;
- 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 advocating dangerous stunts;
- 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.

Contestants retain ownership of the Entries they submit, however by submitting an Entry, each Contestant, on behalf of him/herself 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/or replicate and/or modify 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 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 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.

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 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.

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

Determination of winners:

The judging process consists of two (2) rounds.

In Round 1: During the Contest Entry Period, one (1) eligible Entry from each singular participating restaurant location will be posted at www.jamesbeard.org/blendedburgerproject for public viewing and voting. Voters must use the following equally weighted judging criteria to determine their favorite Entry: **(1) culinary creativity; (2) best flavor profile and (3) presentation** (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. By voting, you are also consenting to be enrolled to receive JBF newsletter and The Mushroom's Council newsletter. Your consent is subject the Privacy Policies of the James Beard Foundation and the Mushroom Council with links provided on this website.** Voters must submit their votes between 12:01 AM ET on 5/27/19 and 11:59 PM ET on 7/31/19 in order to be counted towards an Entry's accumulative total. At the end of the voting period, the twenty-five (25) Entries that receive the highest scores will advance to Round 2 of the Contest as "Finalists". Sponsors reserve the right to advance fewer than twenty-five (25) Finalists to Round #2. 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.

In Round 2: The recipes submitted by the (up to) twenty-five (25) Finalists will be re-judged by a panel of experts based on the aforementioned Judging Criteria to determine the five (5) Grand Prize Winners (subject to verification). The Grand Prize Winners will be determined on or about 8/30/19.

Ties: In the event of a tie in Round 1, the tied Entries will be judged on the aforementioned judging criteria by a panel of judges to determine which entry or entries will advance to Round 2. In the event of a tie in

Round 2, (the Entry from among the tied entries) with the highest score for best flavor profile will be declared as a Prize Winner (subject to verification). In the event of a further tie in Round 2, (the Entry from among the tied entries) with the highest score for most creative use of mushrooms will be declared as a Prize Winner (subject to verification).

Finalist' Notification: Each Finalist will be notified via email on or about 8/1/19 and will be required to: **1)** submit his/her recipe of the Blended Burger entered in this contest to the email address provided in the email notification within seven (7) days from date of notice (this requirement will be waived if Contestant submitted his/her recipe during the registration phase of the Contest); **2)** execute and return an Affidavit of Eligibility, Release of Liability and a Publicity Release ("Affidavit") and a W-9 Form (collectively referred to as "Prize Documents") so it is received by Administrator within seven (7) days of date printed on notification. **Each Finalist must submit his/her recipe and Prize Documents within the time allocated in order to qualify for Round #2 or will be automatically disqualified.** (Contestants are responsible for notifying Sponsor of changes in email addresses.) If an Affidavit, email notification letter or prize is returned as undeliverable; or if a Finalist fails to submit his/her recipe or fails to execute and return his/her Prize Documents within the specified time period; or if a Finalist is otherwise found to be ineligible; or cannot accept or receive the prize for any reason; the corresponding Entry will be disqualified. Sponsor (at its sole discretion) may elect to notify the Contestant who received the next highest score according to the judging criteria set forth in Round #1 to advance to Round 2 and will be required to submit all required documents needed in order to qualify to Round 2. Entry 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 each winner's name, prize won, Entry/photo, hometown likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission. Furthermore, Sponsor and/or its agents may film, record and/or take photographs of the winner (and guest) before/during/after the Event, and may use the resulting footage, recordings or photographs for a range of purposes, including, without limitation, for marketing and promotional purposes as determined in the sole discretion of the Sponsor and/or The Mushroom Council's discretion. No additional compensation will be provided for any resulting footage.

Prizes and their Approximate Retail Values ("ARV"): Five (5) Grand Prize Winners. Each Winner will receive a \$5,000 cash prize plus a 3-day/2-night trip for winner only to cook his/her "blended burger" in October 2019 ("Event") at the James Beard House in New York City (ARV: \$1,700). Total ARV of each Grand Prize: \$6,700.00. If actual value of prize is less than the stated ARV listed herein, then the difference will not be awarded in cash or merchandise. Each winner must accept prize in its entirety or forfeit all rights to the prize and must travel per the itinerary and dates specified by the Sponsor and. Each Prize consists of: roundtrip economy class airfare for winner only from a major commercial airport closest to the winner's primary residence to New York City (or ground transportation, if winner resides within a one hundred and fifty (150) mile radius of New York City as determined by Sponsor at its sole discretion); two (2) nights hotel accommodations (room and room tax only); plus up to \$150 stipend to allocate towards expenses while in New York City. Contestants will need to submit receipts to the James Beard Foundation, Attn: S.D. to receive stipend. Cash prize and stipend will be awarded in a form of a corporate check and will be awarded after the Event. All meals, ground transportation (other than as noted), taxes, gratuities, incidentals, upgrades, service charges or other expenses not specified herein are not included and are the sole responsibility of each winner. No substitution or transfer of prize to a third party is permitted and Event portion of prize cannot be redeemed for cash 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 winner after s/he is cleared and confirmed. Arrangements for the fulfillment of prize will be made by Sponsor and/or its designated agent of choice. Travel and hotel accommodations are subject to availability. Certain blackout dates and restrictions may apply. Each 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 any winner other than to supply a trip to New York minus the Event portion of prize plus the \$5,000. Should this be the case, trip must be taken within twelve (12) months from the date on winner notification. If for any reason whatsoever, a 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. Each winner 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 winner's attendance at Event due to non-compliance with any security procedure or inappropriate behavior or misconduct. Each winner is 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 sole responsibility for each winner. An IRS form 1099 will be filed in the name of each winner for the value of prize awarded.

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 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 10/31/19) send a stamped, self-addressed envelope (postage not required for Vermont residents) by 7/31/19 to: The Blended Burger Project Contest Winners, c/o Ventura Associates LLC, 494 Eighth Avenue – Suite 1700 (DE/JBFD6471), New York, New York, 10001.

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. 12th Street, New York, NY 10011.

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