

Jennie-O Turkey Store Sales, LLC

“How America BBQs Recipe Contest”

Official Rules

NO PURCHASE, PAYMENT, OR DONATION OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT OR DONATION WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.

1. **ELIGIBILITY.** The Jennie-O Turkey Store Sales, LLC (“Sponsor”) “How America BBQs Recipe Contest (the “Promotion”) is only open to those who, as of the start date, are legal residents of the fifty (50) United States, including the District of Columbia, and who have reached the age of majority in their state or district of residence. The Promotion is void where prohibited or restricted by law. Employees, officers and directors of Sponsor and its parents, subsidiaries, affiliates, divisions, advertising and promotion agencies (“Promotion Entities”) involved in the administration of this Promotion, and the immediate families (defined as parents, spouses, children, siblings, grandparents and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to enter.
2. **TIMING.** The Promotion entry period begins at 12:00 AM Central Time (“CT”) on 02/15/17 and ends at 11:59PM CT on 06/30/17 (the “Entry Period”). Sponsor’s computer is the official timekeeping device for the Promotion.
3. **HOW TO ENTER.** To enter, go to www.HowAmericaBBQs.com during the Entry Period and follow the instructions for entering.

This is a contest to determine the best smoked turkey application by a foodservice operation. All qualifying entries must be using an approved Jennie-O Turkey Store foodservice turkey product, and must be available for order on the operator’s menu for a minimum of thirty (30) days immediately following the date of Entry into the How America BBQs Recipe Contest. Each Entry must be an original creation and not a previously published menu application, such as, but not limited to those found in cookbooks, magazines, online or from food companies during the Entry Period and follow the instructions for entering. To enter the Promotion, submit all requested entry materials and information (each an “Entry”) by emailing a PDF, JPEG or TIF file of your Entry to HowAmericaBBQs@jtmega.com. Any other attempt to submit an Entry is void. Limit one entry per person.

Multiple Entries, mass Entries, and Entries generated by script, macro, or other automated means or by any means that subvert the entry process will be void.

Complete and submit all requested information during the Entry Period in accordance with the on-screen instructions. You must complete all required information to be eligible to win. All entries must be received by Sponsor during the Entry Period. Any attempt by any participant to obtain additional entries beyond the limit by using multiple/different email addresses, identities,

registrations, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. All Entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of submission will not be deemed proof of receipt of Entry by Sponsor.

Your Entry must not contain any inappropriate or offensive materials, as determined by Sponsor in its sole discretion. Any Entry, which in the sole opinion of Sponsor, is deemed inappropriate in any way (e.g., defamation, nudity, pornography, gratuitous violence, inappropriate language, obscene, illegal, racially or morally offensive or likely to transmit or contain a virus, corrupted file or any similar element, etc.), is inconsistent with the theme or image of the Promotion, contains personally identifiable information, or otherwise violates the terms or the spirit of these Official Rules in any way, may be rejected and result in disqualification. Entries must comply with all laws, rules, and regulations including, but not limited to, those concerning copyright, plagiarism, trademark, defamation and invasion of privacy. Sponsor has the right, but not the duty, to review and disqualify any Entry submitted in connection with this Promotion.

In the event of a dispute as to the ownership of an entrant's Entry, the natural person who is the authorized account holder of the email address or other address used to enter will be deemed to be the entrant, but only if that person is otherwise eligible to enter the Promotion. The "authorized account holder" is the natural person assigned to an email address or similar electronic address by an Internet access provider, online service provider, or other organization responsible for assigning addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder. If a dispute cannot be resolved to Sponsor's satisfaction, the winning entrant may be deemed ineligible.

4. **INTELLECTUAL PROPERTY LICENSE AND RELEASE:** By submitting an Entry, you represent, warrant and covenant as applicable (and agree to release and indemnify Promotion Entities from same) that your Entry and all content therein: (i) is your original creation, has not been copied in whole or in part from any other work, and is your sole and exclusive property (or entrant has all ownership rights thereto); (ii) is taken and specifically created for this Promotion and has not been previously published (in whole or in part), received an award or honorable mention, nor been previously shown online, or submitted in any other promotion, competition, or showing; (iii) does not violate or infringe any copyright, trademark or other proprietary, publicity, privacy, or any other laws, rules or regulations, nor the rights of any person or entity; and (iv) any individuals who worked on or appear in the Entry in any manner, and any venues depicted therein, have given you their express consent to submit the Entry for the use contemplated (or if a minor is portrayed in the Entry, entrant has obtained express consent of the minor's parent or legal guardian for the use contemplated herein).

YOU WILL NOT BE PAID FOR YOUR ENTRY or for granting any of these rights. You agree to waive all claims to and shall receive no royalties of any kind now or in the future from the Promotion Entities and their licensees, successors and assigns for use of your Entry or otherwise, and you represent, warrant and agree that no other party is entitled to claim royalties from the use of the Entry and that your Entry is not subject to any collective bargaining agreements.

5. **SELECTION OF WINNERS:** Sponsor or its designees as judges will select winners on the basis of appeal of turkey smoking process, appeal of complete menu application featuring smoked turkey, appearance (based on provided application photo), and merchandising (based on any affiliated on-location promotion). Any ties will be settled based on the tied Entry which received the highest overall score in the “theme of the Promotion” criteria. If any Entries remain tied after comparing the “theme of the Promotion” criteria, the winner will be determined based on the remaining Entry which received the highest overall score in the originality criteria. If a tie still remains, new judges will be selected to judge the remaining tied Entries based on the original criteria. Odds of winning depend on number of eligible Entries received and entrant’s level of skill.

The entrant selected must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements and requests of Sponsor during the verification process. The potential winner will be notified either by phone, mail, courier and/or email or via social media direct message or notice on wall, at Sponsor’s discretion. The potential winner may be required to execute and return to Sponsor a notarized Affidavit of Eligibility, a Liability Release, and, except where prohibited by law, a Publicity Release (collectively an “Affidavit/Release”) in the form(s) provided by Sponsor in order to claim his/her prize. The Affidavit/Release must be returned to Sponsor by the date and/or time indicated. If the potential winner cannot be contacted within seven (7) days of the first attempt to contact him/her, or if the potential winner fails to return the Affidavit/Release within the specified time, or if any prize or prize notification is returned as undeliverable, or if the potential winner is found to be ineligible, or if the potential winner does not comply with the Official Rules or the requests of Sponsor, then the potential winner may be disqualified and the Entry with the next highest judging score may be awarded as the winner.

6. **AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By participating, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules, and the decisions of Sponsor and judges (including, without limitation, decisions regarding eligibility of Entries, the approval of entrants and selection of the winner, and the awarding of the prize), which are final and binding in all respects.

7. **PRIZE(S).** One (1) Grand Prize and three (3) Semi-Finalist Prize(s) will be awarded in this Promotion. The approximate retail value (“ARV”) of a semi-finalist prize is fifteen hundred dollars (\$1,500). The approximate retail value (“ARV”) of the grand prize is three thousand dollars (\$3,000). A “Semi-Finalist Prize” consists of and is limited only to an on-location video shoot with Food Network Chef Simon Majumdar, sponsored social media advertising in Semi-Finalist Winner’s community, five-hundred dollars (\$500) donation to the Semi-Finalist’s charity of choice (must be approved by Sponsor), customized POP materials with professional food photography managed by Sponsor. A “Grand Prize” consists of and is limited only to a trip for two (2) to the Texas Monthly BBQ Fest 2017 in Austin, TX – including round-trip economy airfare from a major airport near Grand Prize Winner’s residence, three (3) day/two (2) night accommodation (room and tax only), two (2) VIP tickets to the Texas Monthly BBQ Fest 2017, a two hundred and fifty dollar (\$250) credit for a ride-sharing service of choice, a five-hundred dollar (\$500) daily allowance; a one thousand dollar (\$1,000) cash prize; recognition via Jennie-

O Turkey Store Foodservice advertising; exposure on the Jennie-O Turkey Store retail website (www.jennieo.com).

Air travel must begin/end at the same major airport. Grand Prize Winner is responsible for ground transportation to/from the airport at point of origin. Airline selection and travel restrictions will be handled by Sponsor. Grand Prize Winner and Grand Prize Winner's Guest must provide all documents required for air travel within the US. Grand Prize Winner shall be solely responsible for any airline change fee(s) or penalties that are assessed as a result of itinerary changes made by Grand Prize Winner. Additional costs including, but not limited to, seat assignment fees, baggage fees, etc., are determined by selected airline and will be the responsibility of the Grand Prize Winner. All other expenses are Grand Prize Winner's responsibility. Any penalties associated with changes made to any reservation following confirmation of booking will be the responsibility of the Grand Prize Winner. Any prize must be accepted as awarded, and prize is awarded "AS IS" with no warranty, representation or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No substitution, assignment or transfer of a prize is permitted, except by Sponsor, who reserves the right to substitute a prize with another prize of greater or equal value. Winner is solely responsible for any and all costs, fees, taxes and expenses associated with prize award, receipt and use, including, without limitation, all federal, state and local taxes on the prize. For prizes valued over \$600, prize winner will be issued an IRS Form 1099 for the retail value of the prize. If potential winner does not wish to accept the prize, an alternate winner may be selected based on the eligible Entry with the next highest judged scores. All details of the prize not set forth herein will be determined by Sponsor in its sole discretion. All entrants and Entries are subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of information provided by a potential prize winner.

8. PUBLICITY. Except where prohibited by law, by submitting an Entry, you irrevocably grant to Sponsor and those acting with its authority, the exclusive, unrestricted, sub-licensable, absolute, irrevocable, perpetual, worldwide right and license to use your Entry, name, address, likeness, voice, biographical and personal background information, and statements, without further compensation, consideration, or notice or permission, and to reproduce, copy, modify, create derivative works of, display, perform, exhibit, distribute, transmit or broadcast, publicly or otherwise, or otherwise use and permit to be used the Entry or any part thereof, whether alone or in combination with other materials, in any media now known or hereafter developed, in connection with any purpose, including but not limited to advertising, promotion, publicity, and trade. The rights granted under this paragraph shall extend to all Entries and all other submitted materials related to the Promotion, including those submitted by non-winners and winners. Despite the above, Sponsor has no obligation to use such materials in any manner.

9. GENERAL CONDITIONS. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Promotion if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Promotion, there is any unsportsmanlike, dangerous or disruptive behavior associated with the Promotion, or there are viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any

other factor beyond Sponsor's reasonable control that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award prizes from among eligible, non-suspect Entries received up to the time of suspected impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of this Promotion is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

10. **RELEASE.** By entering, each entrant forever, fully and irrevocably releases and holds harmless Sponsor and its parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Promotion partners and prize suppliers, and Facebook, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or Entry in the Promotion and/or winner's award, receipt or use of any prize awarded in the Promotion or any prize-related activity.

11. **LIMITATIONS OF LIABILITY.** Sponsor is not responsible for: (a) incorrect or inaccurate transcription of Entry information or late, lost, misplaced, filtered, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete or misdirected Entries or Entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Promotion; (e) printing, typographical, electronic or human errors, which may occur in the offer or administration of the Promotion or the processing of Entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion, or from viewing, playing or downloading any material from Sponsor's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's websites by a hypertext link.

12. **DISPUTES.** Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in Mower County, Austin, Minnesota; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Minnesota for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental, consequential, and any other damages, other than

for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Promotion shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Minnesota, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

13. DATA COLLECTION. Information collected in this Promotion will be administered by Sponsor in accordance with its Privacy Policy, located at www.hormelfoods.com/about/legal/privacy-policy.

14. OFFICIAL RULES. These Official Rules are available at www.HowAmericaBBQs.com or by sending a self-addressed envelope to “How America BBQs Recipe Contest” — Rules Request” c/o Renee Cool, Jennie-O Turkey Store Sales, LLC, P.O. Box 778, Willmar, MN 56201

15. WINNERS LIST. To request a list of winners, send a self-addressed postage-stamped envelope to “How America BBQs Recipe Contest” — “Winner List Request,” c/o Renee Cool, Jennie-O Turkey Store Sales, LLC, P.O. Box 778, Willmar, MN 56201. Requests must be received by 10/01/17.

16. SPONSOR. The sponsor of the Promotion and the address at which the Sponsor may be contacted is Jennie-O Turkey Store Sales, LLC, P.O. Box 778, Willmar, MN 56201.