

Minor's® 2017 FLAVOR EXPEDITION RECIPE CONTEST

Full Official Rules

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID IN QUEBEC, GUAM, PUERTO RICO, THE U.S. VIRGIN ISLANDS AND OTHER U.S. TERRITORIES AND POSSESSIONS AND WHERE PROHIBITED BY LAW.

BY ENTERING THE CONTEST, EACH ENTRANT AGREES TO THESE OFFICIAL RULES.

1. Eligibility: The *Minor's 2017 FLAVOR EXPEDITION RECIPE CONTEST* (the "Contest") is open only to legal residents of the 50 United States, District of Columbia and Canada (excluding Quebec), who are at least the age of majority in their state/province of residence AND who are Foodservice Operators who develop or prepare recipes for menu items served to paying guests as their primary form of employment ("Professional Chefs"). Void in Quebec, Guam, Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions and where prohibited by law. Employees of NESTLÉ USA., Inc., 800 N Brand Blvd, Glendale, CA 91203 (the "Sponsor"), Brandmovers, Inc., 590 Means Street, Suite 250, Atlanta, GA 30318 ("Administrator"), Facebook, or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Contest (collectively with Sponsor and Administrator, the "Release Parties") and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members of each such employee are not eligible to enter or win. The Contest is subject to all applicable federal, state, municipal, and local laws and regulations. Not sponsored, endorsed, administered by or associated with Facebook. Participation constitutes participant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Contest Periods: The Contest for Professional Chefs begins on July 1, 2017 at 12:00:01 a.m. Eastern Time ("ET"), and ends on September 29, 2017 at 11:59:59 p.m. ET (the "Contest Period"). The Website clock is the official timekeeper for this Contest.

3. How to Enter the Contest: To enter the Contest, eligible entrants (per Official Rule #1 above) must visit www.flavormeansbusiness.com/flavorexpedition ("Website") at any time during the applicable Contest Period and follow the on-screen instructions to fill out the registration and upload their original recipe of a hamburger or sandwich that features a signature condiment using at least one (1) *Minor's® Ready to Flavor™* product (as listed in Official Rule #4 A(ii)) and the title of their dish. To enter, entrant must submit and complete the following, which shall be defined collectively as a "Submission": (a) an official entry form with all required information, which will include entrant's first and last name, a valid email address, date of birth, business telephone number.; (b) submit entrant's original recipe of a hamburger or sandwich that features a signature condiment using at least one *Minor's® Ready to Flavor* base OR *Minor's® Ready to Flavor* concentrate products listed in section 4.A(ii) in an unheated format, including the following (please see subsection **4.A.** below for required recipe contents): 1) recipe title; 2) recipe ingredients with amounts; and 3) step-by-step preparation details including prep time, bake/cook time, oven temperature, equipment used, and serving size/number of servings. Both (a) and (b) must be complete for your Submission to be eligible. Limit: One (1) Submission per person during the entire applicable Contest Period. Anyone entering more than once will be disqualified at Sponsor's sole discretion. Any Submission that does not include all of the required recipe contents will be disqualified. Any and all information provided in this contest provided to Sponsor not Facebook.

Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents will void all entries made by, or associated with, the applicable entrant. In the event of a dispute over who submitted a Submission, the authorized subscriber of the e-mail account provided in connection with the Submission, as of the actual time of entry, will be deemed to be the entrant. The "authorized account subscriber" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization (e.g. business, education, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

4. Recipe Content Requirements, Terms and Restrictions:

A. Recipe Requirements:

- i. Recipe must: (a) be an original recipe, (b) not be a copy or imitation of an existing recipe; (c) not have previously won awards or been used to enter into any other contest; (d) have never been published, and (v) not violate the rights of any other person or entity.
- ii. Recipe for the signature condiment must include EITHER:
 - At least one (1) of the following *Minor's*® bases in an unheated format from the following list of eligible Ready to Flavor products in the recipe:
 - Beef, Chicken, Sautéed Vegetable Mirepoix, Clam, Crab, Fish, Lobster, Seafood, Shrimp, Ham, Bacon, Pork, Turkey or Mushroom
 - **OR** at least one (1) of the following *Minor's*® flavor concentrates in an unheated format from the following list of eligible Ready to Flavor products in the recipe:
 - Ancho, Chipotle, Cilantro Lime, Fire Roasted Jalapeño, Fire Roasted Poblano, Herb de Provence, Red Chile Adobo, Roasted Garlic, Roasted Mirepoix, or Sun Dried Tomato Pesto.
- iii. The one (1) required *Minor's*® Ready to Flavor product must remain unheated throughout the preparation of the signature condiment to demonstrate the Ready to Flavor advantage. The sandwich and any additional accoutrements may be cooked, but the signature condiment featuring the *Minor's*® Ready to Flavor product must be uncooked (i.e. a cold signature chipotle mayo served on a hot burger with sautéed onions).
- vi. Recipe must include a list of all required ingredients (including the specific eligible *Minor's*® products in 4.A(ii) above) in specific, common U.S. and Canadian household measurement units, step-by-step preparation instructions, and cooking temperatures and times.*

**Please note:* recipes may not include ingredients with limited availability or that are otherwise cost-prohibitive for use in a foodservice operation. Additional *Minor's*® products can be used in the recipe, though no additional points will be awarded for exceeding the minimum requirements listed in Sections 4.A(ii) above.

B. Submission Terms:

- i. Entrants agree to and understand that Submissions will be made available to the public, including without limitation, posting on the Website. Whether or not Submissions are published on the Website, Sponsor does not covenant or guarantee any confidentiality with respect to any Submissions.
- ii. Each Submission must be an original creation of the submitting entrant which is under no restriction, contractual or otherwise, that will prevent Sponsor's use of the Submission, and each Submission must be free of any and all liens, encumbrances and claims of third parties. Entrant acknowledges, agrees and warrants that nothing in the Submission infringes on any copyrights, confidential information, trade secrets or trademarks belonging to any person or entity other than the entrant absent a suitable license, clearance or permission agreement (proof of which is required upon submission), and that all necessary releases and permissions have been secured. Entrant agrees to indemnify and hold harmless each of Sponsor and Administrator, and each of their owners, officers, directors, employees, and affiliated organizations, and their respective officers, directors and employees, from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by entrant of these Official Rules or the warranties and representations made by entrant in this paragraph. Modifying, enhancing, or altering a third party's preexisting work does **not** qualify as entrant's original creation.
- iii. By uploading the Submission, the entrant agrees, for zero compensation, to grant to Sponsor all intellectual property rights in the Submission and each of its constituent parts, which rights include, without limitation, the Sponsor's right to edit, publish, make available to the public and/or reproduce the Submission through any media available at any time during, or after, the applicable Contest Period on any medium, in any promotional materials, whether related or un-related to the Contest, and at any other location, whether physical or online, that Sponsor, in its sole discretion, deems appropriate and necessary for the operation of

this Contest. In addition, entrant warrants that any so called “moral rights” in the entry have been waived, and entrant acknowledges and agrees that Sponsor may use any ideas from any Submission or other submitted materials, whether or not entrant has been awarded a prize in connection with any such entry or other materials. Entrant agrees to release, defend, indemnify and hold harmless each of Sponsor and Administrator, and each of their owners, employees, directors, officers, agents, subcontractors, and licensees from all claims, demands, and causes of action of any nature whatsoever which entrant or entrant’s heirs, representatives, executors, administrators, or any other persons acting on entrant’s behalf or on behalf of entrant’s estate, have or may have by reason of: (i) Sponsor’s exercise of any rights granted by entrant in this paragraph; (ii) claims based on infringement of copyright or trademark, loss of earnings or potential earnings in connection with Sponsor’s use of the entry and any portion thereof, or the likeness of any natural person therein.

C. Submission Content Restrictions: Submissions must not contain material that:

- i.** Violates or infringes another’s rights, including without limitation intellectual property rights, or that constitutes copyright infringement;
- ii.** Contains material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- iii.** Contains or displays any commercial/corporate advertising other than that of Sponsor (including but not limited to corporate logos, brand names, trademarks, slogans, political, personal and religious statements);
- iv.** Contains indecent, violent, or unsafe behavior or situations, profanities or obscenities, including but not limited to nudity, or pornography, or is otherwise inappropriate, indecent, profane, obscene, hateful, tortuous, slanderous or libelous;
- v.** References persons or organizations without their written permission;
- vi.** Disparages any persons or organizations;
- vii.** Includes threats to any person, place, business, or group;
- viii.** Is unlawful, in violation of or contrary to all applicable federal, state, or local laws and regulations.

Failure of any Submission to comply with the above “Submission Terms” and “Submission Content Restrictions,” as determined by Sponsor, in its sole discretion, may result in disqualification of entrant. Without limitation, Sponsor reserves the right in its sole discretion to disqualify any Submission that, in their sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Contest or any other person or entity, does not comply with these Official Rules, or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein. All Submissions shall become the exclusive property of Sponsor and will not be acknowledged or returned. Entries must be suitable for presentation in a public forum, in sole determination of Sponsor. The Sponsor may disqualify any entrant that fails to comply with any of the terms of use of Facebook, LinkedIn or any other social media platform used in connection with the Contest in Sponsor’s sole discretion.

5. Privacy Policies and Data Collections. By entering this Contest, each entrant agrees that the Sponsor and/or Administrator will use any information provided solely for the purposes of administering and fulfilling the Contest and that the Sponsor and/or Administrator has the right to contact the entrant by phone, direct message, or by the email accounts provided on the entry form.

6. Contest Submission Judging:

Professional Chefs Round 1 – From October 2, 2017 through October 30, 2017 (“Round 1 Contest Judging Period”), all qualifying Submissions received during the Professional Chefs’ Contest Period will be judged by a panel of qualified judges, to be selected by Sponsor, to select the top ten (10) highest scoring Entries from Professional Chefs to be deemed semi-finalist Entries (the “Semi-Finalist Submissions”). Judging shall be based on the following judging criteria (“Round 1 Judging Criteria”):

- Creative Use of *Minor's*® Product (50%)
- Uniqueness (40%)
- Operational Efficiency (10%)

In the event that there are fewer than ten (10) Submissions from Professional Chefs as determined in Sponsor's sole discretion, Sponsor reserves the right to select fewer than ten (10) Professional Chefs Semi-Finalists. No information regarding Submissions or judging, other than as otherwise set forth in these Official Rules, will be disclosed, and Judges' decisions are final. In the event of a tie, such tied Submissions will be broken in favor of the highest score for Creative Use of *Minor's*® Product, and if necessary, then in favor of the highest score for Uniqueness, and if necessary, then in favor of the highest score for Operational Efficiency.

Professional Chefs Round 2 – From October 31, 2017 through November 30, 2017 (“Round 2 Contest Judging Period”), all Professional Chefs Semi-Finalist Submissions will be judged by the same panel of qualified judges, as selected by Sponsor, who will select one (1) Professional Chef Grand Prize, and three (3) Professional Chefs' Runners-Up winners, using the following judging criteria (“Round 2 Judging Criteria”)

- Flavor (50 %)
- Creative Use of *Minor's*® Product (20%)
- Uniqueness (20%)
- Operational Efficiency (10%)

The Submission with the highest overall score using the Round 2 Judging Criteria will be deemed the potential Professional Chef Grand Prize Winner, and the Submissions with the second through fourth highest overall scores will be deemed the potential Professional Chefs' Runners-Up Winners (the Grand Prize Winners and Runners-Up Winners will hereinafter be collectively referred to as “Winners”). In the event of a tie, such tied Submissions will be broken in favor of the highest score for Flavor, and if necessary, then in favor of the highest score for Creative Use of *Minor's*® Product, and if necessary, then in favor of the highest score for Uniqueness, and if necessary, then in favor of the highest score for Operational Efficiency. Each potential Winner will be notified by email or telephone on or about December 1, 2017 (“Message”). Failure of a potential Winner to respond to a Message within **five (5) days** of notification or return of Message notification as undeliverable after **three (3) attempts** will result in disqualification, and an alternate potential winner may be selected using the Round 2 Judging Criteria above, time permitting.

PLEASE NOTE: *Sponsor reserves the right to select fewer than the stated number of Winners in the event there are not enough qualified Submissions received in connection with this Contest, at Sponsor's sole discretion.*

THE POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY ADMINISTRATOR, AND SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST.

7. Verification of Potential Winners. In order to be confirmed as a Winner, and without limitation of any other terms herein, each potential Winner may be required upon Sponsor's reasonable request to provide satisfactory proof, as determined by Sponsor in its sole discretion, that such potential Winner is an eligible entrant, including but not limited to providing a copy of a potential Winner's government-issued identification and/or additional information required by Sponsor in order to verify eligibility and compliance with these Official Rules. Winners may be required to sign and return to Administrator, within five (5) days of the date notice is sent, an affidavit of eligibility, and a liability/publicity release (except where prohibited), in order to claim his/her prize, or such other documents as Sponsor deems necessary, in its sole discretion (collectively, “Prize Claim Documents”). If a potential Winner cannot be contacted, fails to sign and return the Prize Claim Documents (if required) within the required time period, such potential Winner may be disqualified and may forfeit his/her prize. In the event that a potential Winner is disqualified for any reason, Sponsor may award the prize to an alternate winner using the Judging Criteria above from among all remaining eligible Submissions, time permitting.

8. Prizes.

One (1) Professional Chef Grand Prize – Professional Chef Grand Prize Winner will receive the following: his/her recipe prepared and professionally photographed to be featured on the FlavorMeansBusiness.com Website; a 16”x20” canvas print of the winning recipe delivered on or about April 30, 2018; and a trip for Winner and a guest (“Guest”)

on a culinary safari to one (1) of the following United States destinations: Austin, Texas; Charleston, South Carolina; Chicago, Illinois; New York, New York; Portland, Oregon; or San Francisco, California (“Destination City”). Trip includes: coach airfare for two (2) people from major airport nearest to winner’s residence as approved by Sponsor to the Destination City, four (4) nights Sponsor-specified standard hotel accommodations (one room, double occupancy); a \$2000 voucher to book travel arrangements with Nestle BCD Travel (dependent upon selected Destination City); and a \$400.00 American Express Gift Card. ARV up to: \$17,522.77 USD. Actual retail value may vary depending on airfare fluctuations, and any difference between the stated ARV and actual ARV will not be awarded. Trip must be taken between April 1, 2018 and January 27, 2019 or will be forfeited in its entirety. Winner and Guest must travel on the same itinerary. Guest must be at least 18 years of age or older (or 19 if a resident of AL and NE).

Three (3) Runners-Up Prizes – Each Runner-Up Winner will receive his/her recipe prepared and professionally photographed to be featured on the FlavorMeansBusiness.com Website and a 16’ x 20” canvas print of the winning recipe delivered on or about April 30, 2018. ARV of each Runner-Up Prize: \$400.00 USD.

ARV of ALL Prizes: \$19,123 USD.

Prize Restrictions and Limitations

Grand Prizes: All travel arrangements will be administered by Nestle BCD Travel. Grand Prize travel is subject to capacity controls, availability, weather, seasonal influences, and certain other restrictions, all of which are subject to change. No changes will be made to travel details once any element(s) of the travel arrangements have been booked, except at Sponsor’s sole discretion. Sponsor will not replace any lost or stolen tickets, travel vouchers or certificates or similar items once they are in the Winner’s possession or in the possession of a Guest. Once hotel and flight arrangements have been confirmed, no changes will be allowed except by Sponsor in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Void if altered. Booking and travel dates must fall into the date range as specified. Changes to reservations, once made, are not permitted. Substitutions will not be allowed. Travel is subject to availability.

The Professional Chef Grand Prize Winner and his/her Guest acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of their Grand Prize. It is the responsibility of each Grand Prize Winner and his/her Guests to arrive at the designated gateway airport in time for each flight that is part of each Grand Prize.

Each Grand Prize Winner and their travel companion will be required to sign an affidavit of eligibility, and a liability/publicity release (where legal) and return it by date specified in notification or prize will be forfeited in its entirety and another winner may be selected.

For Canadian Residents: Each Grand Prize Winner will be responsible for obtaining all the necessary medical approvals (including, without limitation, inoculations), administrative documents (including, without limitation, passports and visas) and any permits/authorizations required for, and for complying with all laws and regulations relating to, the Grand Prize trip. The Releasees shall not be held liable in the event that any Grand Prize Winner is unable to benefit from the Grand Prize, or any part thereof, because of having failed to complete or comply with such requirements.

Each Grand Prize winner and his/her Guest are responsible for all in-room charges (e.g., mini-bar, movies), transportation not specified herein, telephone calls, meals, beverages, gratuities, upgrades, personal incidentals, amenities, and any other fees and expenses not specifically mentioned in these Official Rules. The Grand Prize winners will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to each Grand Prize Winner’s rooms will be the responsibility of that Grand Prize Winner.

Sponsor bears no responsibility if any event, element or detail of a Grand Prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of a Grand Prize become unavailable, Sponsor shall have no obligation to a Grand Prize Winner aside from providing the travel portion of the Grand Prize, minus any unavailable event, element or detail. In the event a Grand Prize Winner and/or Guest is denied entry into any ticketed location or is removed or barred from any ticketed location for any other reason, Sponsor is not responsible and no further compensation or award will be provided.

Neither Grand Prize Winner may charge his/her Guest for participating in the Grand Prize trip. Airline tickets issued in conjunction with the Grand Prize are not eligible for frequent flyer miles, and no code share flights may be used. No one-way trips or upgrades allowed. Unless otherwise necessitated by Sponsor, no stopovers are permitted on tickets issued as part of a Grand Prize; if a stopover otherwise occurs, the Grand Prize Trip may terminate and full fare may be charged from the stopover point for the remaining trip segment(s), including the return. Each Grand Prize Winner is solely responsible for any and all excess baggage charges, taxes and any other charges incurred after or in connection with the issuance of airline tickets. Each Grand Prize Winner will receive an IRS Form 1099 reflecting the actual retail value of his/her Prize.

All Prizes: Grand Prizes and Runner-Up Prizes may be referred to herein as "Prize" or "Prizes." Prizes must be in conformance with Food Service operator account policies.

All Prizes will be awarded provided they are validly claimed by December 10, 2017, after which no alternate potential Winners will be selected, nor unclaimed Prizes awarded. Prizes cannot be used in conjunction with any other promotion or offer. Prize elements may not be separated. In the event any portion of a Prize cannot be awarded as stated, that portion of the Prize will go unawarded. Costs and expenses associated with each Prize acceptance and use not specifically stated herein as being provided are the sole responsibility of the applicable Winner. No interest will be awarded on Prizes. Prizes are subject to availability, non-transferable, non-negotiable, and non-refundable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. All gift cards are subject to their terms, conditions and restrictions. Sponsor reserves the right to substitute a Prize, or portion thereof, for one of equal or greater value for any reason. All taxes (including, without limitation, state and federal income taxes) and the reporting consequences thereof associated with the use and acceptance of a Prize is solely the responsibility of each Winner. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any Prize furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. Allow 4-6 weeks for delivery of Prizes, if applicable.

9. Entry Conditions and Release. By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Contest; (b) release and hold harmless the Released Parties from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of prize (including any travel related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Contest and/or entrant's acceptance, use or misuse of prize (including any travel related thereto).

10. General Conditions. Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health of other means, 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, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If the Contest is terminated before the designated end date, Sponsor will (if possible) select the Winners from all eligible, non-suspect entries received as of the date of the event giving rise to the termination as deemed fair and equitable by the Sponsor. 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 Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be

invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability. The Released Parties as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of Entries or Submissions; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any Prize. If for any reason a Submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Submission in the Contest, provided that if it is not possible to award another Submission due to discontinuance of the Contest, or any part of it, for any reason, Sponsor, at its discretion, may elect to judge Submissions from among all eligible entries received up to the date of discontinuance for any or all of the Prizes offered herein. Entrant further agrees and acknowledges that Sponsor reserves the right to forfeit or award any unclaimed or leftover Prize at its sole discretion.

12. Disputes/Governing Law

For U.S. Residents only: Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, other than those concerning the administration of the Contest or the determination of Winners or for any disputes arising from the loss or injury from the participation in a Prize, shall be resolved individually, without resort to any form of class action; (ii) any disputes arising out of these Official Rules (except for any disputes arising from the loss or injury from the use of Prizes) shall be submitted to final, binding arbitration conducted in Los Angeles County under the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services Inc. before a single, neutral arbitrator who is a former or retired California state or federal court judge with experience in entertainment matters who shall follow California law and the Federal Rules of Evidence and have no authority to award punitive damages. Either party may enforce a final arbitration award in any court of competent jurisdiction in Los Angeles County, including an award of costs, fees and expenses incurred in enforcing the award. Notwithstanding the foregoing, Released Parties shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of these Official Rules) in the state and federal courts of Los Angeles County. Any dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of these Official Rules), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Los Angeles County; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages 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 LIMITATIONS 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 the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

13. Contest Winners. For the Contest Winners' names (available after November 30, 2017), send a hand-printed, self-addressed, stamped envelope to: Winners List, *Minor's* Flavor Expedition Recipe Contest Winners, Brandmovers, Inc., 590 Means Street, Suite 250, Atlanta, GA 30318.

14. Sponsor: NESTLÉ Professional, Inc., 800 N Brand Blvd, Glendale, CA 91203.

Administrator: Brandmovers, Inc., 590 Means Street, Suite 250, Atlanta, GA 30318.

