

## I <3 Walnuts Recipe Contest

### OFFICIAL RULES. NO PURCHASE NECESSARY

**NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

1. **Contest Period:** The I <3 Walnuts Recipe Contest (the "**Contest**") begins at 12:00 a.m. Pacific Time ("**PT**") on June 7, 2016 and ends at 11:59:59 p.m. Pacific Time ("**PT**") on July 12, 2016 (the "**Contest Period**")
2. **Eligibility:** The Contest is open only to legal residents of the 50 United States and the District of Columbia, who are 18 years of age or older as of the date of entry. Employees of Sponsor, Administrator, and any of their respective parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible for the Contest. **VOID WHERE PROHIBITED BY LAW.** The Contest is subject to all applicable federal, state, provincial, municipal, territorial and local laws.
3. **How to Enter the Contest:** During the Entry Period, you may enter the contest in one of the following ways:
  - **Via Contest Site:** During the Contest Period, you may enter via the website <http://www.walnuts.org/IHWcontest> ("Contest Site"). To enter, follow the on-screen instructions and upload an original photo of your prepared recipe containing California walnuts. Include the recipe and the hashtag #IHeartWalnutsContest as your caption or description. Upload of ("Photo / Entry") serves as one (1) entry into the Contest.
  - **Via Instagram:** During the Contest Period, you may enter via Instagram by taking the following five steps:
    - o Post an original photo of your prepared recipe containing walnuts to Instagram to receive one (1) Entry into the Contest
    - o In your photo caption, include the hashtag #IHeartWalnutsContest (the "hashtag"), and include the recipe in your caption.
    - o Your Photo must be uploaded in accordance with the Instagram Terms of Service (<https://help.instagram.com/478745558852511>). **You must have an Instagram account to enter and have your account settings set "public" or Private Account turned off.**

The person uploading the Entry must be the creator of the Photo and recipe and will be deemed the entrant (the "**Entrant**"). By entering, you understand and agree that your Entry in its entirety or any portion thereof may (in Sponsor's sole discretion) be posted on the Site or used in television and/or other Sponsor-selected media, including social media channels. Limit one (1) Entry per person. All Entries must be completed, submitted and received on the Site by 11:59:59 p.m. PT on July 12, 2016 to be eligible. Normal Internet access and usage charges imposed by Entrants' online service provider will apply.

4. **Entry Requirements:**

- Entry must conform to at least one (1) of the following recipe categories: Any meal or category including breakfast, lunch, dinner, dessert, appetizer or snack.
- Entry must include California walnuts as a material ingredient.

Entry must include: California walnuts

By submitting a photo, you attest that if you are submitting a photo that includes someone other than yourself, you have notified him/her that you are entering a photo in the Contest, that person is 18 years of age or older and that person has agreed that you may submit such photo. You may be required, in Sponsor's sole discretion, to provide a written release form to Sponsor upon request.

The Entry may not contain obscene, lewd or inappropriate images or text, including without limitation nudity, acts of violence or acts that appear to cause harm or are illegal/dangerous, or inconsistent with Sponsor's goodwill and the positive reputation of California walnuts as determined in Sponsor's sole discretion. Any Entry Material or portion thereof that is, in the Sponsor's sole discretion, obscene, profane, lewd, defamatory, or otherwise violates or infringes (or may infringe) any copyright or other proprietary right of any person, living or deceased, or entity (including but not limited to rights of privacy or publicity or portrayal in a false light), or is otherwise objectionable, will not be considered and may disqualify the Entrant. **Entrants may not copy or otherwise plagiarize the Entry Material from any source**, including pre-existing recipes and/or recipe photos from the Internet. Sponsor has the sole discretion to determine whether a Photo qualifies as an Entry. Sponsor's decision on eligibility of an entry is final.

By submitting an Entry, Entrant represents and warrant that Entrant's Entry: (a) is wholly original; (b) has not previously won a prize in a prior recipe contest (c) does not incorporate or include anything that would require the consent of any third party who has not expressly authorized Entrant to display their image, likeness or voice in the Entry or otherwise use such image, likeness or voice in accordance with these Official Rules; and (d) does not violate any copyright, trademark, publicity right, privacy right, or any other right of any third party.

By submitting an Entry, Entrant hereby grants the Sponsor, its affiliates, subsidiaries, assigns, licensees, designees and legal representatives the irrevocable, perpetual, worldwide digital and other right to use, reproduce, edit, market, store, distribute, have distributed, publicly and privately display, communicate, publicly and privately perform, transmit, have transmitted, create derivative works based upon, and promote the Entries or excerpts of Entries (as such may be edited and modified by the Sponsor in its sole discretion) for editorial, commercial, promotional and all other purposes (including posting on the Site, Sponsor-affiliated websites, television and/or other Sponsor-selected media). In addition, Entrant hereby assigns to the Sponsor all right, title, and interest that he/she may be deemed to have in the Entry, including but not limited to the recipe, and in any reproduction, product, or derivative work using or incorporating the Entry. Entrant further agrees to waive any moral rights in and to the Entry. Automated, script, macro or robotic Entries submitted by individuals or organizations will be disqualified. Submitted Entries (or portions thereof) may be posted on the Site after they have been screened. Any Entry deemed inappropriate or unsuitable or in bad taste in Sponsor's sole discretion will be disqualified and may be removed from the Site at any time. Any Entry not in compliance with the above and which does not meet the requirements of these Official Rules and those of the Site will be disqualified. Photos must be in keeping with Sponsor's image and may not be offensive, as determined by Sponsor in its sole discretion. In such an event, the Photo will not be posted online and will be disqualified from the Contest. All Entries submitted become the property of the Sponsor and will not be returned. No information regarding Entries or judging, other than as otherwise set forth in the Official Rules, will be disclosed.

5. **Judging to Determine the Finalists:** Three (3) Finalists will be determined by a Sponsor-selected panel of judges ("Judges") based on the following criteria:

- a. Visual appetite appeal and thoughtful use of ingredients – a maximum score of 10 points
- b. Prominence of the use of California Walnuts – a maximum score of 10 points
- c. Demonstration of versatility of California Walnuts – a maximum score of 10 points
- d. Photo quality of recipe – a maximum score of 10 points

Each criteria will be judged on a ten point scale with “10” being the maximum number of points applicable and “1” being the minimum number of points applicable. All eligible Entries will be judged from 12:01 a.m. PT on July 13, 2016 through 11:59 p.m. PT on July 26, 2016.

In the event of a tie, tied Entries will be re-judged based on the same criteria listed above and finalists will be determined by Sponsor in its sole discretion. Entrants agree to the Official Rules and to the decisions of the Judges, which shall be final and binding in all respects.

6. **Judging to Determine the Grand Prize Winner:** The three (3) Finalists will be contacted by the Administrator and required to provide their complete recipe along with preparations instructions within two (2) business days of being notified. If a Finalist fails to reply within the allotted time a new Finalist may be chosen in Administrator's discretion. Once all recipes have been received, the Sponsor will prepare and test all recipes to ensure they work correctly, are edible and adhere to the judging criteria. All Finalist Entries that pass this test will be re-judged by the Judges using the same criteria used to determine the Finalists and a Grand Prize Winner will be selected. In the event of a tie, tied Entries will be re-judged based on the same criteria listed above and a winner will be determined by Sponsor in its sole discretion. The Sponsor's decision on the Grand Prize Winner is final.

7. **Prizes Approximate Retail Values ("ARV"): Contest Grand Prize:** One (1) Grand Prize winner will receive USD\$5,000 issued as a check, ARV: USD\$5,000. Prizes are non-transferable and no substitution is permitted, except by Sponsor (as defined below) who reserves the right, in its sole discretion, to substitute a prize of equal or greater value. PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

Each winner must provide the Sponsor a social security number before any Prize will be awarded. Failure to timely provide such information and/or any other reasonably required documentation including, without limitation, the Affidavit described below, may result in a delay in receiving the Prize or the forfeiture thereof. Winners will receive an IRS Form 1099 at the end of the calendar year, a copy of the 1099 will be filed with the IRS, and all federal, state and local taxes, and all other costs associated with acceptance or use of the prize, are the sole responsibility of the winner. Odds of winning any prize depend on the number of entries received.

8. **General Rules:** Potential Finalists who entered via the Contest Site will be notified initially by email. Potential Finalists who entered via Instagram will be notified initially by Direct Message on Instagram from @CAWalnuts. If you are not following @CAWalnuts the message will appear as a request in your inbox on Instagram. If a Contest Prize winner is not reachable and a forwarding telephone number or e-mail address is not made available or if prize notification is returned as undeliverable, then the prize may be forfeited and an alternate Finalist may be determined in accordance with these Official Rules. Potential winners may then be required to print out, sign and return via mail/email an Affidavit of Eligibility, liability/publicity release (except where prohibited by law) and an assignment of rights within three (3) days of notification attempt or the prize will be forfeited and alternate Finalist may be determined in accordance with these Official Rules. Return of any prize or prize notification as undeliverable may result in forfeiture of prize and disqualification and alternate determination/selection in accordance with these Official Rules. The Sponsor and its agencies are not responsible for lost, late, misdirected, corrupted or incomplete Entries or notifications of any kind including those resulting from technical, hardware, software or telephone malfunctions of any kind, unavailable network connections or e-mail, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the Contest or

by any human error which may occur in the processing of the Entries in the Contest. Proof of submission is not proof of receipt by Sponsor. Sponsor and its agencies are not responsible or liable for damage to any computer system resulting from participation in, accessing or downloading information in connection with the Contest. The 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; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then the Sponsor reserves the right at its sole discretion to cancel the Contest and determine the Contest winners from among all eligible Entries received prior to cancellation (and Sponsor will judge all Entries based on the other judging criteria listed above in Rule #6).

9. **Dispute Resolution:** Except where prohibited, by participating in this Contest, each Entrant agrees that: All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of participant(s) and Sponsor and its agents shall be governed by and construed exclusively without resort to any form of class action, and exclusively by binding arbitration to be held in accordance with the laws of the State of California without giving effect to any principles of conflicts of law of any jurisdiction.
10. **Release:** By entering the Contest, each Entrant represents and warrants that: (i) all rights to the Entry belong to and are original to him/her, or he/she has written consent to use, and the Entry does not and shall not infringe on any copyright, trademark, privacy, publicity, or any other third party right nor violate any applicable law or regulation, (ii) he/she has the right to grant any and all necessary rights and licenses provided herein, including without limitation, all necessary copyright and other related rights to the Entry, free and clear of all claims and encumbrances without violating the rights of any person or entity, including any right to privacy or publicity, (iii) he/she hereby holds the Sponsor and the Released Parties defined below harmless from and against any third party claim arising from use of the Entry and waives any right to inspect or approve uses of the Entry or to be compensated for any such uses. Participating in the Contest constitutes permission to the Sponsor and its agencies to use Entrants', biographical information, pictures/portraits, likenesses and/or voices and Entry for purposes of advertising and trade without further compensation, unless prohibited by law. By participating in the Contest, each Entrant agrees that Sponsor, its parent, subsidiaries, affiliated companies, agents, retailers, advertising and promotion agencies, and all of their respective shareholders, officers, directors, employees and assigns, members, representatives and agents (collectively the "Released Parties"), will have no liability whatsoever for, and will be held harmless by Entrant for any liability for any bodily injury, loss or damages of any kind to persons, including death, and property, due in whole or in part, directly or indirectly, from Entry creation (if applicable), the acceptance, possession, use or misuse of any prize, if applicable, or participation in the Contest or participation in any contest or related activity. Each Entrant hereby represents and warrants that he/she has read these Official Rules, is fully familiar with their contents, and agrees to abide by them.
11. **Data Protection/Privacy Policy:** Information collected by Sponsor in connection with this Contest may be used by Sponsor and shared with third parties involved in administration of the Contest in accordance with the online Privacy Policy posted on <http://www.walnuts.org/about->

[us/privacy-policy/](#) and applicable data protection laws. The Entrant agrees to the collection, processing and storage of his/her personal data by Sponsor and/or its agencies in the United States for purposes of the Contest.

12. **Winners List:** For the name of the winners, available no later than August 31, 2016, email [Cameron.Canova@edelman.com](mailto:Cameron.Canova@edelman.com)
13. **Sponsor:** California Walnut Commission, 100 Parkshore Dr., Suite 250, Folsom, CA 95630.  
**Administrator:** Votigo, Inc., 251 Lafayette Circle. Suite 330. Lafayette, CA 94549.