## **OFFICIAL RULES: ROBERT LAMBERT'S THE CHRISTMAS JAM CONTEST:**

## NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THE CONTEST. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

**Eligibility:** Entrants must be legal residents of the 50 United States plus the District of Columbia and be at least 18 years of age. All employees affiliated with Robert Lambert including their family members and household members are excluded from contest submission. All family, household members, and persons directly affiliated with Robert Lambert are excluded from contest submission. The Contest is subject to all applicable federal, state and local laws and regulations.

How to Enter: Submit a creative recipe employing Robert Lambert's The Christmas Jam via the email address posted on the contest page (at http://www.robertlambert.com/store/index.html) between the dates of September 20, 2016 and November 14, 2016. Note: The jam ingredients serve as a guide for inclusion in the recipe. No purchase of the jam is required, nor will it increase chances of winning. Early submissions allow participants eligibility for all weekly random drawings to win a beautifully presented Christmas Jam. Each submission received in a new week will be eligible for that week's random drawing and all subsequent random drawings. The random drawings include ALL received entrant names prior to that week's drawing. ALL SUBMISSIONS received by 11:59:59pm on November 14, 2016 will also be eligible for the GRAND PRIZE \$200 Shopping Spree on Robert Lambert.com. This prize is awarded based solely on creativity. This prize will be determined by Sponsor, based on (but not limited to) use, presentation and concept. Use of the jam (based on ingredients provided) may apply to an existing family/personal recipe (non-published), or inspire a new recipe. "Creative" includes (but is not limited to) elements of use, presentation and concept. Submissions are not subject to retroactive participation. If a weekly random drawing or drawings has/have concluded, the submission will only be eligible for drawings to follow. Grand Prize consideration will only apply to qualifying emailed submissions received prior to the cut-off time and date of 11:59:59pm on November 14, 2016

**Entry Requirements:** Entrants must submit a recipe <u>by name</u> (exp. "Christmas Pudding Perfection by Jill Any Name") suitable for posting. Entrants may include an image, but images are not required. All recipes will be posted for universal enjoyment. No previously published entry will be permitted including recipes attributed to authors, media personalities, bloggers, public figures, columnists, etc.).

Each recipe entry must: (i) be the entrant's own creation, or non-published equal access family recipe that does not infringe or violate the rights of anyone else; (ii) use ingredients that are readily available in most well-stocked kitchens or food stores; (iii) include specific instructions including exact measurements for each ingredient and step-by-step directions for recipe preparation; (iv) be capable of successful preparation by a Sponsor representative; and (v) be in English.

Recipes must *not*: (i) feature or refer to any branded products other than Robert Lambert's Christmas Jam (based on the ingredients) or require a specific brand of any third-party product or ingredient; (ii) contain any copyrighted works or trademarks (other than those owned by the entrant or Sponsor); or (iii) defame or libel Sponsor or any third party.

Entries that do not comply with these Official Rules or that otherwise contain prohibited or inappropriate content as determined by the Sponsor, in its sole discretion, will be disqualified and will not be considered for prizes. Sponsor further reserves the right, in its sole discretion, to edit any references to third-party trademarks. Sponsor makes the final determination as to which entries are eligible to take part in this Contest and Sponsor's decisions shall be binding.

You may enter a maximum of one (1) recipe in the Contest.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the authorized account holder of the email address used to submit the entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

## Prizes:

One (1) Grand Prize \$200 Shopping Spree on Robert Lambert.com determined by Sponsor based on recipe creativity (as defined, but not limited to criteria previously noted in "how to enter" section). Winning entrant will be directly informed after November 14, 2016 and the result will be shared publicly via social media as prescribed.

Seven (7) Weekly Random Drawing Winners will each receive a beautifully presented jar of The Christmas Jam. These prizes are randomly chosen each week from ALL eligible entrant names received prior to that week's drawing. All weekly drawings are to be made each Wednesday morning following a concluded week (Tuesday through Tuesday). Winning entrant will be directly informed and result will be shared publicly via social media as prescribed.

Release of Liability: By participating, you release Sponsor, affiliates, partners, employees and agents, including advertising/promotional entities ("Released Entities"), from any and against any and all injury, loss or damage caused or claimed to be caused by your participation in the Contest and/or the acceptance, awarding, receipt, use and/or misuse of the prize, and you agree that Released Entities are not responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the Contest and/or the awarding of any prize, except as expressly set forth in these Official Rules. By entering, you further agree that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorney's fees; (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses; and (iv) any dispute will be governed by California law without regard to principles of conflicts of laws, will be heard in the state or federal courts located in California, and the entrant hereby consents and waives any objection to the jurisdiction of such courts.

License to Use Entries/Recipes: By entering this Contest you irrevocably grant to Sponsor and its agents the unconditional and perpetual non-exclusive right to post, display, publish, use, adapt, edit and/or modify such recipe in any way, in any and all media, for any purpose, without limitation, and without consideration to you. Winners agree, if requested, to irrevocably assign and transfer to the Sponsor any and all rights, title and interest in their winning recipe, including, without limitation, all copyrights and waive all moral rights in the recipe.

Entry constitutes consent to the use of entrant's name, voice, picture and/or likeness, and recipe submitted as part of the entry process, in any and all media without restriction of any kind whatsoever, without compensation for promotion purposes, including but not limited to posting online and/or any publicity associated with the Contest.

**Additional Rules:** Entrant represents and warrants that his/her entry: (i) is the original work of the entrant; (ii) has not won previous contests or awards, or been entered in contest; (iii) has not been published previously in any medium; (iv) does not infringe any third party's intellectual property rights; (v) does not contain obscene or pornographic material; (vi) does not contain defamatory statements

(including but not limited to words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group); (vii) does not include threats to any person, place, business, or group, (viii) does not invade privacy or other rights of any person, firm or entity, and (ix) does not in any other way violate applicable laws and regulations.

Entrant hereby agrees to defend, indemnify and hold harmless Released Entities against any and all third-party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to any breach by the entrant of any provision of these Official Rules, including, without limitation, entrant's representations and warranties made herein.

Entry materials/data that have been tampered with or altered are void. Sponsor is not responsible for: (i) lost, late, misdirected, damaged, garbled, 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, mobile device, 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 web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Contest. By participating in the Contest, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor, which are final and binding in all matters relating to the Contest. Failure to comply with these official rules may result in disqualification from the Contest. Sponsor reserves the right to: (i) permanently disqualify from any contest it sponsors any person it believes has intentionally violated these official rules or acted in any unsportsmanlike or inappropriate manner; and (ii) suspend, modify or terminate the Contest if Sponsor believes, in its sole discretion, that malfunction, error, disruption or damage is impairing or will impair the administration, security, fairness, integrity or proper conduct of the Contest. LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THE CONTEST WEBSITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND 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.