JBF BLENDED BURGER PROJECT
OFFICIAL RULES

NO PURCHASE NECESSARY TO PARTICIPATE OR WIN.

Contest Entry Period: The JBF Blended Burger Project (the "Contest") begins at 12:00:00 AM Eastern Time ("ET") on 5/30/16 and ends at 11:59:59 PM ET on 7/31/16.

Eligibility: The Contest is open to legal residents of the 50 United States (including the District of Columbia), who at time of entry: **1)** have 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; the aforementioned points 1 and 2 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 entry form; **2)** email a hi-res photograph of your blended burger (that depicts the most visual view - showcasing your creative use of mushrooms, flavor profile and appetizing appearance) to blendedburger@jamesbeard.org; and **3)** menu your blended burger so your customers can try it and vote for it during the Contest Entry Period. 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 per singular participating restaurant location. 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 may request the recipe/ingredients or hi-res photograph of the Photo submitted as your Entry from any Contestant as part of the verification process. Therefore it is recommended that each Contestant retain such information until 7/31/16. Each Entry must be taken 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, such as address, phone number or any contact information;
- content in violation of third-party rights including, but not limited to: copyrights, trademark, right of publicity or any other proprietary rights;

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- 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 perform 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 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.

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Public Viewing and Voting: During the Contest Entry Period, one (1) eligible Entry from each participating restaurant location will be posted at www.jamesbeard.org/blendedburgerproject for public viewing and to vote for their favorite entry. Voters must use the following equally weighted judging criteria to determine their favorite Entries: **(1)** most creative use of mushrooms; **(2)** best flavor profile and **(3)** most appetizing appearance (Collectively, "Judging Criteria"). **ANY CONTESTANT WHO SUBMITTED AN ENTRY IN THIS CONTEST IS NOT ELIGIBLE TO VOTE.** All votes must be received by 11:59 PM ET on 7/31/16. 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.

Winner Determination: At the conclusion of each Contest Entry Period, the five (5) top scoring entries (as determined by public voting) will be declared Prize Winners (subject to verification).

Ties: In the event of a tie, the tied Entries will be judged on the aforementioned judging criteria by a panel of judges consisting of personnel from The James Beard Foundation and The Mushroom Council to determine the winner(s) (subject to verification). In the event of a further tie, (the Entry from among the tied entries) with the highest score for most appetizing appearance will be declared as a Prize Winner (subject to verification).

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 decision is final and binding on all matters relating to this Contest.

Winner Selection and Notification: Each Potential winners (herein, the "winner") will be notified via email within five (5) days of winner determination and will be required to execute and return an Affidavit of Eligibility, Release of Liability and a Publicity Release ("Affidavit") so it is received by Administrator within five (5) days of date printed on notification or such winner will be disqualified and an alternate winner may be notified. (Contestants are responsible for notifying Sponsor of changes in email addresses.) If an Affidavit, prize notification letter or prize is returned as undeliverable; or if a potential winner has failed to execute and return the Affidavit within the specified time period; or if a potential winner is otherwise found to be ineligible; or cannot accept or receive the prize for any reason; the corresponding prize will forfeit the prize and the Entry with the next highest score according to the judging criteria set forth above may be declared as the alternate winner at Sponsor's sole discretion. Prizes will be awarded within thirty (30) days after receipt and verification of each winner's completed prize documents. 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 and likeness for promotional purposes and/or materials without further compensation to any Contestant.

Prizes and their Approximate Retail Values ("ARV"): Five (5) Grand Prize Winners. Each Winner will receive a 3-day/2-night trip for winner only to cook his/her "blended burger" during the 2016 Food Conference ("Event") on October 16, 2016 at the James Beard House in New York City (ARV: $1,000). 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 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; two (2) nights hotel accommodations (room and room tax only); plus $150 stipend to allocate towards expenses. Stipend will be awarded in a form of a corporate check. All meals, ground transportation, taxes, gratuities, incidentals,

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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 prizes cannot be redeemed for cash value, except by Sponsor, who reserves the right in its sole discretion to substitute prize for a prize of comparable or greater value. Additional prize details: All prize details are at Sponsor's sole discretion. Date and time of Event will be provided to winner after s/he is cleared and confirmed. Arrangements for the fulfillment of any prize will be made by Sponsor and/or its designated agent of choice. Each winner must travel per the itinerary and dates specified by the Sponsor or forfeit all rights to the prize. 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. 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 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

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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 potential 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 8/31/16) send a stamped, self-addressed envelope (postage not required for Vermont residents) by 7/30/16 to: The Blended Burger Project Contest Winners, c/o Ventura Associates LLC, 60 East 42nd Street, Suite 650 (DE/JBFD5768), New York, New York, 10165.

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, 60 East 42nd Street, Suite 650, New York, New York, 10165.

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