

#Blenditarian Monthly Recipe Challenge Official Rules

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

1. Eligibility. Participation in the #Blenditarian Recipe Challenge (“Contest”) is open only to legal residents of the fifty United States, and the District of Columbia who are 18 years of age or older as of date of entry. Employees, officers, and directors of Mushroom Council (MC) (“Sponsor”), its members, affiliates, advertising and promotional agencies, and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. All federal, state and local laws and regulations apply.

2. Agreement to Comply with Official Rules. Participation in this Contest constitutes entrant’s full and unconditional agreement to these Official Rules and the Sponsor’s decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein and winners are subject to the Official Rules of this Contest. In the event that any winner is found to be in violation of these Official Rules or is otherwise determined by Sponsor or its agents in their sole discretion to be ineligible, he/she may be required to forfeit the prize or to reimburse the Sponsor for the stated value of a prize if such a violation is found after costs have been incurred on behalf of a winner.

3. Timing. There are 11 Monthly Contest periods:

Feb. 1, 2019 12:00 a.m. Pacific Time (PT) – 11:59 p.m. Pacific Time (PT) Feb. 25, 2019.
March 1, 2019 12:00 a.m. Pacific Time (PT) – 11:59 p.m. Pacific Time (PT) March 25, 2019.
April 1, 2019 12:00 a.m. Pacific Time (PT) – 11:59 p.m. Pacific Time (PT) April 25, 2019.
May 1, 2019 12:00 a.m. Pacific Time (PT) – 11:59 p.m. Pacific Time (PT) May 25, 2019.
June 1, 2019 12:00 a.m. Pacific Time (PT) – 11:59 p.m. Pacific Time (PT) June 25, 2019.
July 1, 2019 12:00 a.m. Pacific Time (PT) – 11:59 p.m. Pacific Time (PT) July 25, 2019.
Aug. 1, 2019 12:00 a.m. Pacific Time (PT) – 11:59 p.m. Pacific Time (PT) Aug. 25, 2019.
Sept. 1, 2019 12:00 a.m. Pacific Time (PT) – 11:59 p.m. Pacific Time (PT) Sept. 25, 2019.
Oct. 1, 2019 12:00 a.m. Pacific Time (PT) – 11:59 p.m. Pacific Time (PT) Oct. 25, 2019.
Nov. 1, 2019 12:00 a.m. Pacific Time (PT) – 11:59 p.m. Pacific Time (PT) Nov. 25, 2019.
Dec. 1, 2019 12:00 a.m. Pacific Time (PT) – 11:59 p.m. Pacific Time (PT) Dec. 20, 2019.

Sponsor’s computer is the official time keeping device for this Contest.

4. How to Enter. During each Contest Period, complete the following required steps in order to receive one (1) entry into the Sweepstakes:

1. Make recipe/dish using The Blend* cooking technique (more information on The Blend at <https://www.mushroomcouncil.com/the-blend/>).
2. Share a photo of the dish/food item made using The Blend on Instagram using the hashtag #Blenditarian. All posts must also include the hashtag #Contest. Profile must be public to be eligible.

*Dish must incorporate the use of finely chopped, fresh mushrooms and ground meat to be considered.

Limit one entry per person per Monthly Contest Period. All entry information and photo(s) are collectively referred to herein as the “Submission.” Submissions must comply with these Official Rules, including but not limited to the Guidelines and Restrictions below. Sponsor reserves the right to cancel or modify this Contest in the event an insufficient number of entries are received that meet the minimum judging criteria.

By entering, each entrant warrants and represents the following with respect to entrant's Submission: (a) entrant is the sole and exclusive owner of the Submission; (b) the Submission is entrant's own original creation; (c) the Submission will not infringe on any rights of any third parties; and (d) any third parties appearing in the Submission have given entrant appropriate consent to be depicted and used as permitted herein. Sponsor reserves the right to request third party releases from any third party included in any Submission at any time. Failure to produce fully executed third party releases (if applicable) may result in disqualification of the Submission, in Sponsor's sole and absolute discretion.

To the extent permitted by applicable law, providing a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display any Submissions in whole or in part, on a worldwide basis, in perpetuity, and to incorporate it into other works, in any form, media or technology now known or later developed, for any purpose whatsoever, including for promotional or marketing purposes.

All entrants must have a valid public Instagram account. No automated entry devices and/or programs permitted. Receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor.

5. Submission Guidelines and Content Restrictions. By entering, each entrant agrees that his or her Submission conforms to these Official Rules, including but not limited to Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove any Submission and disqualify an entrant from the Contest if it believes, in its sole discretion, that the entrant's Submission fails to conform to the Guidelines and Restrictions.

Guidelines and Restrictions:

- The Submission must meet the technical and other requirements of Instagram.
- The Submission must include a photo of the dish/food item utilizing The Blend (finely chopped fresh mushrooms blended with ground meat, see more at <https://www.mushroomcouncil.com/the-blend/>).
- The Submission must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Contest.
- The entrant must own the Submission.
- The Submission may not contain any images of any third parties other than entrant, or child(ren), unless the entrant has obtained an appropriate release from such third party and/or the parent(s) or guardian(s) of such child(ren).

Content Restrictions- Entries may NOT contain, as determined by Sponsor in its sole discretion, content that:

- violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- disparages any person or entity, including without limitation Sponsor or any other person or party affiliated with the promotion and administration of this Contest;
- is inappropriate, sexually explicit, indecent, obscene, offensive, pornographic, profane, hateful, tortious, defamatory, slanderous or libelous;
- promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- promotes illegal drugs, tobacco, gratuitous use of firearms/weapons (or the use of any of the foregoing) or a particular political agenda;

- is unlawful, in violation of or contrary to the laws or regulations of the United States or of any jurisdiction where Submission is created;
- communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or violates any law.

Sponsor reserves the right to reject or remove any Submission, in its sole and absolute discretion, that it determines does not meet the above criteria.

Sponsor's decisions are final and binding in all matters relating to this Contest, including, but not limited to, interpretation and application of these Official Rules. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

6. Judging/Judging Criteria. A panel of judges will review all eligible entries based on the following criteria and select three monthly winners. Winning entries will be based on:

- Prominent use of The Blend (60%)
- Photo quality (25%)
- Creativity/originality (15%)

7. Prizes. Each monthly Winner will receive one \$50 Whole Foods grocery gift card (ERV \$50). Prize(s) is/are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. Prizes will be shipped to the entrant's provided residence address. No more than the stated number of prizes will be awarded.

8. Notification. Monthly winners will be selected and notified between the 25th and 30th of each month.

Potential winner(s) will be notified via Instagram comment on his/her submission and/or Instagram Direct Message. All potential winners may be required to sign and return, where legal, an Affidavit of Eligibility, Liability/Publicity Release and/or rights transfer document within two (2) days of prize notification. Additionally, potential winners may be required to submit releases from any and all third parties appearing in their respective Submissions. If any potential winner is considered a minor in his/her jurisdiction of residence, Liability/Publicity Release must be signed by his/her parent or legal guardian and such prize will be delivered to minor's parent/legal guardian and awarded in the name of parent/legal guardian. If potential winner cannot be reached within two (2) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if potential winner rejects his/her prize or in the event of noncompliance with these Contest rules and requirements, such prize will be forfeited and Sponsor will attempt to award the prize to the next potential winner.

9. Conditions. Submissions may be cropped, edited, reformatted, rearranged, combined with other materials and/or otherwise modified, in Sponsor's sole and absolute discretion. Participation in the Contest and/or acceptance of a prize constitutes winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, Submission and/or any statements made by winner regarding the Contest or Sponsor for advertising and promotional purposes, without notice or additional compensation, except where prohibited by law. By participating, entrants and winners agree to release and hold harmless Sponsor and its advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, (collectively, "Released Entities") from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for or participation in Contest, or possession, acceptance and/or use or misuse of prize, or participation in any Contest-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action. Entrants who do not comply with these Official Rules or who attempt to interfere with this Contest in any way shall be disqualified. Sponsor is not responsible if Contest cannot take place or if prize cannot be awarded due to acts of God, acts of war, natural disasters, weather or acts of terrorism or any other cause beyond Sponsor's reasonable control.

This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram. Any questions, comments, or complaints regarding the Contest will be directed to Sponsor—not to Instagram. Participants completely release Instagram from any liability relating to the Contest. Participant shall adhere to all Instagram guidelines, and the Official Rules shall be subject to modification, without notice, at Sponsors' sole and absolute discretion, to comply with any governing and platform-specific guidelines or requirements. It is the responsibility of each person participating in the Contest to comply with third party platform guidelines and to check for any update(s) to the Official Rules. In the event participants create accounts in order to enter the Contest more than once, such participant will be ineligible to participate or win.

10. Disputes; Governing Law. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. Any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. Additionally, entrants agree that this is the sole method for dispute resolution and agree not to resort to any form of class action. The arbitration shall be conducted in Seminole County, Florida before a single arbitrator.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF SEMINOLE COUNTY, FLORIDA WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in Seminole County, Florida. The parties agree not to raise the defense of forum non conveniens.

11. List of Winners. To obtain a list of winners, send a self-addressed, stamped envelope by April 31, 2019 to: FLM Harvest, Attn: Blenditarian Recipe Challenge, 800 N Washington Avenue, Minneapolis, MN 55401.

2. Sponsor and Administrator

Sponsor: Mushroom Council, Redwood Shores, CA, 94065. Administrator: FLM Harvest, 500 W. Wilson Bridge Road, Suite 316, Worthington, OH 43085.