

## **MINOR'S BATTLE FOR BOCUSE RECIPE CONTEST OFFICIAL RULES**

**THE CONTEST IS ONLY OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, [18] YEARS OF AGE OR OLDER AT TIME OF ENTRY. THE CONTEST SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO U.S. LAW. DO NOT ENTER THIS CONTEST IF YOU ARE NOT PHYSICALLY LOCATED IN, AND A LEGAL RESIDENT OF, ONE (1) OF THE FIFTY (50) UNITED STATES OR THE DISTRICT OF COLUMBIA AND AT LEAST 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY.**

**1. Entry Period:** The **MINOR'S BATTLE FOR BOCUSE RECIPE CONTEST** (the "Contest") starts on or about 7/1/14 at 12:01 am Eastern Time ("ET") and ends at 11:59 pm ET on 9/1/14 ("Contest Period"). Sponsor's computer is the official time keeping device for the Contest.

**2. Eligibility:** The contest is open to Foodservice Operators, currently purchasing MINOR'S products who are legal residents of the 50 United States or the District of Columbia who are physically located therein and who are at least **[18]** years of age or older at the time of entry. Employees, contractors, agents, directors and officers of Nestlé USA, Inc. ("Sponsor"), its respective parents, affiliates, subsidiaries, distributors, sales representatives, retailers, and advertising, promotion and judging agencies and all other service agencies involved with the Contest (collectively, including Sponsor, "Contest Parties"), and members of their immediate family (spouse, parents, in-laws, grandparents, siblings, children and grandchildren) and household (whether related or not) are not eligible to participate or win. Void in overseas U.S. territories, possessions, commonwealths and military installations, and where prohibited by law. By participating in this Contest, Entrants agree to be bound by these Official Rules and by the decisions of Sponsor that are final in all matters relating to this Contest. Sponsor reserves the right to request any documents necessary to verify eligibility.

**3. To Enter:** To participate in the Contest, log on to **www.flavormeansbusiness.com/battleforbocuse** ("Website"), during the Contest Period. Entrants will be asked to select one (1) soup category, follow the on screen instructions to fill out the registration form ("Application") and upload your original recipe between **12:01 am (ET) on 7/1/14 and 11:59 pm ET on 9/1/14**. All website entrants ("Entry"), must have a valid e-mail address along with your date of birth, first and last name, and the title of your Entry. Once submitted, Entry will not be returned.

All online entrants must have a valid e-mail address to enter. Each person may only use one (1) e-mail address to participate in this Contest, and such e-mail address may only be used by one person regardless of whether the e-mail address is shared by two or more people. For the purposes of this Contest, only the individual submitting the entry and whose information is listed on the entry form will be deemed the "Entrant" and will be

eligible to win a prize. The entry must be submitted in the name of an individual person and the prize will only be awarded to the person whose name is on the online entry form that is part of the winning entry. In the event of a further dispute as to the identity or eligibility of a potential winner who has entered online, the entry will be declared made by the registered user of the e-mail address used to enter the Contest. The "registered user" of an e-mail address is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address.

**a. Entry Description:** Your Entry should select which one soup category of the following ten (10) that they would like to challenge with their original recipe made with a MINOR'S soup base. Soup categories are as follows: Seafood Bisque, Vegetable Bisque, French Onion, Chicken Noodle, Minestrone, Chowder (not Clam), Clam Chowder, Vegetable Soup, Tortilla Soup, & Potato soup.

**b. Entry Requirements:** By submitting an Entry in the Contest, you hereby warrant and represent that your Entry conforms to the requirements set forth in these Official Rules. Sponsor reserves the right to, and may or may not, monitor/screen Entries prior to posting them to the Website. By entering, you acknowledge that Sponsor has no obligation to use or post any Entry you submit.

- Submitted recipe must have at **least one of the MINOR'S soup bases** as one of the ingredients.
- Entries must be Entrant's original work, must not have been previously published in any manner, must not have been submitted in any other contest or competition, or previously won any prizes or awards.
- Submission **must be the first 100 entries in each soup category** in order to be judged.
- Publication and use of the Entry by Sponsor, or anyone authorized by Sponsor, via various media including Web posting, must not infringe on the rights of any third party.
- Entry must not contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses, in a manner that infringes the rights of any third party.
- Entries must not violate any third party rights, including but not limited to, copyright, trademark, and rights of privacy/publicity. This means that the Entry should not contain, among other things: (i) copyrighted materials owned by others (including music, photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media); (ii) any identifiable names, markings, trademarks, logos, or trade dress owned by any third-party (e.g., logos or trademarks on clothing); or (iii) materials embodying the names, likeness, photographs, or other indicia identifying any person, including, without limitation, celebrities and/or other public figures, living or dead, without

their prior written permission (see **Participant Release Section** below).

- Entries should not advertise or promote any brand or product of any kind, without permission.
- Entries must not be sexually explicit or suggestive, endorse any form of hate or hate group, unnecessarily or graphically violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity or any other material, including profanity or language, deemed objectionable, obscene, or offensive to community standards, as determined by Sponsor, in its sole discretion.
- Entries may not promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message, as determined by Sponsor, in its sole discretion.
- Entries cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies, as determined by Sponsor, in its sole discretion.
- Entries cannot depict, and cannot themselves, be in violation of any law, as determined by Sponsor in its sole discretion.
- Entries cannot communicate messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate, as determined by Sponsor in its sole discretion.

**c. Entry Limits: Limit of one (1) entry per person, per valid e-mail address.**

If any individual submits entries in excess of the disclosed maximum, by any means, will be disqualified and any prizes won will be forfeited, subject to Sponsor's sole discretion.

**d. Entry Deadline:** Entries must be received by and Contest ends at **11:59 pm ET on 9/1/14.**

**4. Judging:** Recipe Contest judging will be conducted by MINOR'S Professional Chefs and Brand personnel and will take place between 9/01/2014 – 9/30/2014. During this time period each eligible Entry will be judged based on the following judging criteria, by a panel of judges selected by Sponsor:

- A. FLAVOR– 1<sup>st</sup> CRITERIA (50% WEIGHT OF THIS CRITERIA TOWARDS OVERALL SCORE)**
- B. CREATIVITY – 2<sup>nd</sup> CRITERIA (25% WEIGHT OF THIS CRITERIA TOWARDS OVERALL SCORE);**
- C. [OPERATIONAL EFFICIENCY – 3<sup>rd</sup> CRITERIA (25% WEIGHT OF THIS CRITERIA TOWARDS OVERALL SCORE)**

The Entrant whose Entry has the highest total score among all judging criteria in each of the ten (10) soup categories, will be named the category finalist, subject to verification of eligibility and compliance with these Official Rules. In the event of a tie, the tied Entry which received the higher score in the category of [**FLAVOR**] will be deemed the

winner. In the event of a further tie, the tied Entry which received the higher score in the category of **[CREATIVITY]** will be deemed the winner. Odds of winning depend on number of eligible entries received.

Judges have the right, in their sole discretion to select less than the total number of winners stated in these Official Rules, or no winner at all, in the event that there are an insufficient number of Entries received or if there are an insufficient number of Entries receiving a total minimum score of 80 or higher.

**Voting Phase:** The ten (10) category finalists recipes and names will then be posted to **[flavormeansbusiness.com/battleforbocuse](http://flavormeansbusiness.com/battleforbocuse)** for the voting period **12:01am ET 10/1/14 through 11:59pm ET on 10/31/14**. Voting will be open to the general public during this time period. Voters can enter one (1) vote per day during the voting period.

**Winner Selection:** One (1) category finalist with the most votes from all soup categories after the voting period will be notified as the grand prize winner on or around **11/3/14**. In the event of a tie, the winner will be selected by the MINOR'S judging panel. These rules and the decision of the judges will be final.

**5. Category Prizes:** Ten (10) category finalists, one in each soup category, will have their recipes prepared and professionally photographed to be featured on the [flavormeansbusiness.com](http://flavormeansbusiness.com) website. In addition, they will also receive a canvas print of their winning recipe delivered on or about 2/28/15. No substitutions for the prize will be permitted and the prize is non-refundable and non-transferable, except at sole discretion of Nestlé Professional. Sponsor reserves the right to substitute prize of equal or greater value.

**Grand Prize:** One (1) Grand Prize winner will receive will receive a trip for two to Lyon, France January, 2015. Trip includes a 4 night trip for winner and a guest to Lyon, France to watch the Bocuse d'Or Culinary Competition the week of January 27-28, 2015 ("Trip"). Winner and guest will receive economy airfare for two, 4 nights stay hotel accommodations – hotel TBD by sponsor (one room, double occupancy) (ARV up to \$4,000) and receive a \$4,000 voucher to book additional travel arrangements with Nestle BCD Travel. Prize also includes two tickets to attend the Bocuse d'Or Culinary Competition for 2 days, and a \$400 American Express Gift Card. (ARV up to \$5,020) Trip must be taken between 1/26/15 and 2/1/15 during the two days of the competition. No cash substitutions for prize will be permitted and prize is non-refundable and non-transferable, except at sole discretion of Nestlé Professional. Nestlé Professional reserves the right to substitute prize of equal or greater value. Travel restrictions and blackout dates may apply. Expenses not specifically stated are the sole responsibility of the winner. If winner is unable to travel on dates specified and agreed to, prize will be forfeited and another winner may be chosen. If winner is less than 180 miles from destination, air travel will not be awarded. Federal, state and local taxes are solely the responsibility of the winner.

**6. General Prize Conditions:** Any difference between ARV stated herein and actual value of the prize will not be awarded. Any depictions of prizes are for illustrative purposes only. All expenses not specifically stated herein are the sole responsibility of winners. No cash substitutions for prize (or prize component) will be permitted and prize is nonrefundable, non-assignable, and nontransferable, except at the sole discretion of Sponsor. Sponsor reserves the right to substitute the prize (or prize component) for one of equal or greater value for any reason. All potential prize winners are subject to verification of eligibility and compliance with these Official Rules. Federal, state and local taxes are the sole responsibility of the winners. The winner of any prize with an ARV of \$600 or more will be issued a 1099 Tax Form for the total value of the prize in the calendar year that he/she won the prize and will be required to provide Sponsor with his/her social security number. All prizes are awarded as is. Sponsor makes no representations or warranties with regard to any prize (excluding only Sponsor's products).

**7. Winner Notification:** Potential Category finalists will be notified via email on or about **9/30/14**. Grand Prize winner will be notified via email on or about **11/3/14**. Prize winners will be required to sign a Winner's Agreement and Release, as well as an assignment of copyright and any image and Participant Release(s) or other documentation requested by Sponsor (as more fully described below) and return these documents by the date specified therein or prize will be forfeited in its entirety and another potential prize winner may be selected.

Sponsor is not responsible for any change in Entrants' email address and/or telephone number and it is Entrants' responsibility to advise Sponsor of any such changes by contacting Contest administrator, prior to the end of the Contest at: **9/30/14**. Please allow 10–12 weeks after the end of the Contest Period and completion of the verification process for delivery of Grand Prize.

If a potential winner cannot be reached after a reasonable effort has been exerted, if he/she is found to be ineligible, if he/she cannot or does not comply with these Official Rules or any instructions provided by Sponsor specified in the notification notice, or if his/her prize or prize notification is returned as undeliverable, potential winner will be disqualified and an alternate potential winner may be selected at Sponsor's sole discretion, even if the disqualified potential winner's name may have been publicly announced.

An entrant is not a winner of any prize, even if the Contest should so indicate, unless and until Sponsor has received all required documents within the timeframe stated therein, entrant's eligibility and compliance with these Official Rules has been verified, and entrant has been notified that verification is complete. Sponsor will not accept other evidence of winning in lieu of its validation process.

**8. Participant Release and Clearance of Rights of Others:** Any Entrant whose Entry includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, trademarks or logos) must be able to provide legal releases, in the form of a Participant release or as otherwise required by Sponsor, for such use including Sponsor's use of such Entry, in a form satisfactory to Sponsor, upon

request, prior to award of prize and/or naming of Entrant as a Finalist. Sponsor reserves the right to waive the entry requirements set forth herein in its reasonable discretion. Sponsor reserves the right in its reasonable discretion, during or upon completion of the Contest Period, to request that any Entrant resubmit his or her Entry which fails to comply with the Contest Entry Requirements prior to any judging period or to reject any Entry that it finds, in its sole discretion, to violate any of the foregoing requirements or is otherwise not in compliance with this Official Rules.

Entrant hereby agrees to submit their Entry under the following terms and conditions: (i) that the Entry including all Materials (defined below) submitted are free from any lien or claim by anyone, including, but not limited to, any union, guild or performance rights society; (ii) Entrant has obtained all rights, permissions and licenses necessary for Contest Parties to use the Entry for any purposes and in any manner; and (iii) submission of an Entry is gratuitous and made without restriction, and will not place Contest Parties under any obligation, that Contest Parties are free to disclose or otherwise disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional notice or compensation to Entrant, and by acceptance of your submission, neither Sponsor nor the Contest Parties, waive any rights to use similar or related ideas previously known to Sponsor, the Contest Parties, or developed by any of their employees, or obtained from sources other than you. All Entrants shall refrain from publicly screening or distributing their Entries until after the Finalists of the Contest are announced.

Entrant hereby agrees to defend, indemnify and hold harmless the Contest Parties against any and all third party claims (including, but not limited to, claims made by any Participant who contributed to the Entry's creation), damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to Entrant's entry, participation in this Contest or any breach by the Entrant of any provision of these Official Rules.

**9. Granting of Rights Upon Submission of Entry: Once you submit your Entry in this Contest, you are agreeing to grant Sponsor certain rights regarding your entry. These rights are set out below in Section (a) of this Section. If you are selected as a potential winner, there are even more rights that you are agreeing to grant to Sponsor regarding publicizing some of your personal information and ownership of your Entry. These rights are set out below in Sections (b) and (c) of this Section. Please read these Sections carefully.**

**(a) Entrant's Grant of Rights to Entry to Sponsor:** By submitting an Entry, Entrant (his/her parent/legal guardian if entrant is a resident of a jurisdiction that deems him/her to be a minor) grants to Contest Parties the non-exclusive, irrevocable right and license to use, exhibit, post, publish, broadcast, copy, reproduce, and edit, the Entry and any related materials submitted by Entrant (such as personal information, title and/or elements, including but not limited to name(s), trademarks, trade names, likenesses, photographs, biographical materials and all other graphic and/or textual material) (together with the Entry, the "Materials"), and/or any portions or excerpts thereof, in any

manner, in whole or in part, in composite or distorted character or form or as otherwise changed, or reproductions thereof, in color or otherwise, an unlimited number of times, throughout the world, in perpetuity for advertising, promotion and marketing purposes on the Internet, including but not limited to Sponsor's Facebook, Twitter, YouTube, and brand sites and may use or exhibit the Entry for industrial and internal purposes. Entrant (his/her parent/legal guardian if entrant is a resident of a jurisdiction that deems him/her to be a minor) further grants all end users of Sponsor's Website (a) the ability to rate, vote, review, comment on and tag the Entry; (b) the ability to send and distribute the Entry via e-mail, instant messenger, and via social media or other electronic means. Entrant (his/her parent/legal guardian if entrant is a resident of a jurisdiction that deems him/her to be a minor) acknowledges that Contest Parties will not be responsible for the public's use of the Entry and forever releases and holds the Contest Parties harmless from and against any liability of any kind arising from or in connection with the use of the entry.

ENTRIES POSTED TO THE WEBSITE AND/OR OTHER INTERNET WEBSITES MAY OR MAY NOT BE EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER.

**(b) Winner's Grant of Rights to Use Name to Sponsor:** Except where legally prohibited, each prize winner (or his/her parent/legal guardian if prize winner is a resident of a jurisdiction which deems him/her to be a minor) grants (and will confirm that grant in writing) permission to Sponsor and Contest Parties and anyone authorized by any of them, exercised in their sole discretion, the right to use the prize winner's name, picture, likeness, voice, biographical information, and Entry (whether altered, changed, modified, edited, used alone, or used with other works) at any time, in any form, in any media, without additional notice or compensation of any kind and without notice, review, or approval.

**(c) Winner's Assignment of Entry to Sponsor:** Accepting a prize further constitutes each prize winner's (or his/her parent/legal guardian if prize winner is a resident of a jurisdiction which deems him/her to be a minor) consent to irrevocably assign and transfer to Sponsor any and all rights, title and interest in the Entry, including, without limitation, all copyrights. By accepting a prize, a prize winner (or his/her parent/legal guardian if prize winner is a resident of a jurisdiction which deems him/her to be a minor) agrees that his/her Entry will be deemed a Work Made For Hire under the Copyright laws of the United States. Each prize winner (or his or her parents/legal guardians if prize winner is a resident of jurisdiction which deems prize winner to be a minor), as a condition of receiving a prize must sign and return by **[12/1/2014]**, in addition to the Winner's Agreement and Release, an assignment of copyright and any image and Participant Release(s) or other documentation requested by Sponsor.

If prize winner's Entry cannot be deemed a Work Made For Hire under the Copyright laws of the United States, then said prize winner (or his/her parent/legal guardian if prize winner is a resident of a jurisdiction which deems him/her to be a minor) irrevocably

assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her Entry, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Each prize winner (or his/her parent/legal guardian if prize winner is a resident of a jurisdiction which deems him/her to be a minor) hereby waives in favor of Sponsor, all rights of “Droit Moral” or “Moral Rights of Authors” or any similar rights or principles of law that said prize winner may now or later have to his/her Entry. Sponsor reserves the right to alter, change or modify the winning Entry, in its sole discretion. Upon request of Sponsor, each prize winner (or his/her parent/legal guardian if prize winner is a resident of a jurisdiction which deems him/her to be a minor) shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Entry and of the copyrights transferred and “Moral Rights of Authors” waived under these Official Rules. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor’s rights and Sponsor may at a later time request the assignment.

**10. Other Conditions:** By participating in the Contest, each entrant (his/her parent/legal guardian if a resident of a jurisdiction that deems him/her to be a minor) agrees that Contest Parties shall not be responsible or liable for: (i) Entries, Winner’s Agreements and Releases, Participant Releases, or assignment documentation which are late, forged destroyed, lost, misplaced, stolen, misdirected, tampered with, mutilated, illegible, unreadable, unintelligible, incomplete, deleted, damaged, postage-due, (with regard to Entries) cannot be opened or played or otherwise not in compliance with these Official Rules, and all such Entries, Winner’s Agreements and Releases, Participant Releases, or assignment documentation will be disqualified or void; (ii) human error; (iii) incomplete transmission defaults or faulty network connections, telephone, computer server/system/software failure of any kind; (iv) delayed, garbled or corrupted data; (v) any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to Entrant’s or any other person’s computer related to or resulting from participation in, uploading or downloading any materials for this Contest; and/or (vi) any interruptions in or postponement, cancellation, or modification of the prize or Contest. Any attempts by an individual to access the Contest or Web site via a bot script or other brute-force attack will result in that IP address becoming ineligible. Sponsor reserves the right to modify, suspend, or terminate (in whole or part) this Contest and/or the prizes, if, in Sponsor’s sole discretion, the Contest is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Contest Parties, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, or for any reason Sponsor deems it necessary. In such event, Sponsor/judges will select the winners by some other means deemed by Sponsor in its sole discretion to be fair, appropriate and consistent with the spirit of these Official Rules. Sponsor shall have no liability for and any Contest Entry, winner notification, or promotional material



will be automatically void if it is determined to be a mass entry or electronically reproduced, forged, altered or tampered with in any way, or if it contains programming, printing, typographical or other errors, incorrect or inaccurate information, or if it is obtained outside authorized channels. Sponsor reserves the right to terminate/cancel the Contest as a result of any printing errors. By entering this Contest, you (your parent/legal guardian if resident of a jurisdiction that deems you to be a minor) accept and agree to be bound by these Official Rules and the decisions of (as well as the interpretation of the Official Rules by) the Sponsor/judges, which shall be final. Sponsor reserves the right at its sole discretion to disqualify any individual it (or the judges) find(s) to be tampering with the entry process or the operation of the Contest or Web site, to be acting in violation of the Official Rules or any laws, or to be attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, misappropriation, infringement or any other unfair or deceptive playing practices/poor sportsmanship, or intending to annoy, abuse, threaten or harass any other entrants, person, entity, or Sponsor representatives. ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE CONTEST. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants.

**11. Dispute Resolution/Choice of Law:** By participating, entrants (their parents/legal guardians if residents of a jurisdiction that deems them to be minors) agree that: (i) any claim, dispute or cause of action regarding the Contest or these Official Rules shall be brought individually (NOT AS PART OF A CLASS ACTION) in California State Court in Los Angeles County, California or in Federal Court in the U.S. District Court for the Central District of California; (ii) the court shall apply the law of the State of California, without giving effect to any choice of law or conflict of law rules, in adjudicating any such claim/dispute/cause of action, as well as all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, (iii) they consent to the personal and subject matter jurisdiction of such courts as the exclusive tribunal for adjudication of any such claim/dispute/cause of action; and (iv) their recovery will be limited to actual out-of-pocket costs involved in participating in the Contest (if any) and they expressly waive their right to all other forms of recovery, including by way of example only, punitive, consequential, indirect, incidental, special and exemplary damages as well as attorneys' fees for bringing such claim/dispute/cause of action or court costs associated with any such claim/dispute/cause of action. By accepting a prize, winners (their parents/legal guardians if residents of a jurisdiction that deems them to be minors) agree that Contest Parties are not responsible for, and shall be indemnified and held harmless by prize winners against, any claims, injuries, losses or damages of any kind resulting from the acceptance, use, misuse, possession, loss, or defects of the prize(s), or his/her participation in this Contest.

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