

MINOR'S® My Story Contest Rules

CONTEST IS OPEN TO FOODSERVICE OPERATORS WHO ARE LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. CONTEST SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO U.S. LAW. DO NOT ENTER CONTEST IF YOU ARE NOT A FOODSERVICE OPERATOR LOCATED IN, AND A LEGAL RESIDENT OF, 1 OF THE 50 UNITED STATES OR DC AND AT LEAST 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. THIS OFFER IS NOT AVAILABLE TO DISTRIBUTORS.

1. **To enter**, log onto www.flavormeansbusiness.com/mystory between 12:01a.m. ET on 7/14/12 and 11:59p.m. ET on 9/16/12 and follow the onscreen instructions to submit your story as a video or written description on why MINOR'S is important to you. Limit one entry per valid entry. All 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. In the event of a dispute as to the identity or eligibility of a potential winner, 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.
2. **Entry Requirements:** By submitting an Entry you 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. Entries must meet all of the following requirements or they will be disqualified:
 - Entry must be in English.
 - Entry 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.
 - 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.

WRITTEN ENTRY

- Must be 1,000 words or less.

VIDEO ENTRY

- Video Entry can only include entrant
- Video Entry cannot be larger than 20M
- Video Entry must be 5 minutes in length or shorter

GENERAL ENTRY REQUIREMENTS

- Entries must not contain any personal identification, such as 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, celebrities and/or other public figures, living or dead, without their prior written permission.
- Entries should not advertise or promote any brand or product of any kind, without permission.
- Entries must not include unsuitable content or depict or incorporate: unsafe behavior or situations; promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the

foregoing); promote any particular political agenda or message; obscenity, profanity, or nudity; disparagement of any product or person or group of people; or any other offensive or inappropriate conduct or content/material, as determined by Sponsor.

- 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.

3. Judging/Voting/Notification: A panel of judges determined by Sponsor in its sole discretion will evaluate all eligible entries based on the following criteria:

- A. Passion for MINOR'S and its importance to the individual or operation (50%),
- B. Creativity/originality in storytelling (25%),
- C. Entertainment value (15%) and
- D. Quality of the written or video content (10%).

The six (6) Entries with the highest overall scores, will be named the Finalists, 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 category A (The importance of MINOR'S to the individual or operation) will be deemed the Finalist. Judges have the right, in their sole discretion to select less than the total number of finalists stated in these Official Rules, in the event that there are an insufficient number of Entries received.

Voting Phase: Finalists entries will be posted at www.flavormeansbusiness.com/mystory between 9:00a.m. ET on 10/01/12 and 11:59p.m. ET on 11/16/12, during which time Operators can vote for their favorite Entry based on the same criteria listed above. Limit one vote per person, per day, during the voting phase. The finalist entry that receives the highest overall score will be deemed the potential Grand Prize Winner. In the event of a tie, the potential Grand Prize Winner with the highest score in category A, from initial judging phase will be deemed the grand prize winner. Potential Winner will be notified by phone, email and/or mail on or about 11/19/2012. If potential winner does not respond by 11/30/2012 or cannot accept prize as stated, prize will be forfeited in its entirety and an alternate potential winner may be selected. Return of any prize or notification as undeliverable will result in disqualification and an alternate potential winner may be randomly selected. Potential Grand Prize winner will be required to sign a Winner's Agreement and Release and return it by the date specified or prize will be forfeited in its entirety and another potential winner may be selected. Travel companion will be required to sign and return a travel companion release.

- 4. Prizes:** Six (6) Finalists will each receive 10 free cases of MINOR's product of their choosing (up to \$500). One (1) Grand Prize Winner will receive a 5 night trip for winner and a guest to Lyon, France to attend the Bocuse d'Or Culinary Competition the week of January 28-31, 2012 ("Trip"). Winner will stay at the Mercure Lyon Centre Château Perrache hotel (standard room, double occupancy) January 28th, 29th and 30th, 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 \$300 American Express Gift Card. (ARV up to \$5,020) **Trip must be taken between 1/26/13 and 2/1/13.** If winner is unable to travel on the dates specified by Sponsor and agreed to, the prize will be forfeited in its entirety and no substitution will be awarded. Winner and his/her guests are solely responsible for obtaining any necessary travel documentation. Travel restrictions, conditions and limitations may apply. No cash substitutions for prizes will be permitted and prizes are non-transferable. Sponsor will not replace any lost, mutilated or stolen tickets, travel vouchers or certificates. Travel Companion will be required to sign a Travel Release and return it within 10 days of receipt. Federal, state and local taxes are the sole responsibility of the winner. Nestlé reserves the right to substitute prize of equal or greater value. Grand Prize

winner will receive a Form 1099 from the Sponsor for the total ARV of prize (stated above) that he/she won for the calendar year that he/she won. Any differences between stated approximate retail value and actual value of a prize will not be awarded. Prizes will be awarded to the Company only, not to an individual employee.

5. By entering the contest, entrants acknowledge that their company policy allows them to enter and win the stated prize, and that they will accept and agree to these rules and the decision of the judges, which shall be final. Federal, state and local taxes, if any, are the sole responsibility of winner. By submitting an entry, Entrant agrees to allow use of his or her name and/or photograph for advertising this or similar promotions (including posting of first name last initial on the web) without compensation unless prohibited. All entries and all rights of ownership and publication of same will become the property of Sponsor and will not be returned.

6. Contest open to Foodservice Operators who are legal residents of the 50 US & DC, 18 or older, except employees and the families of Nestlé USA, their affiliates, subsidiaries, promotions and advertising agencies. Nestlé USA their affiliated companies, representatives, agents or employees are not responsible for, and shall be indemnified by the prize winner against, any claims, injuries, losses or damages of any kind resulting from acceptance, use, misuse, possession, or loss of the prize. Void where prohibited or restricted by law. Subject to all federal, state and local laws.

Sponsored by Nestlé USA, Glendale, CA 91203.