

The Nature's Recipe Pet Health Club Be Active Contest Official Rules
NO PURCHASE NECESSARY

- 1. Eligibility:** The Nature's Recipe Pet Health Club Be Active Contest ("Contest") is open to legal residents of the 50 United States and D.C., who are 18 years of age or older as of date of entry. Employees (and their immediate family members and/or those living in the same household) of Del Monte Corporation ("Sponsor"), VaynerMedia, LLC ("Administrator") and their respective parent companies, subsidiaries, divisions, affiliates and advertising and promotion agencies (collectively with Sponsor and Administrator, the "Contest Entities") are not eligible to participate or win. All federal, state and local laws and regulations apply. Void where prohibited by law.
- 2. How To Enter the Contest:** The Contest begins at 12:00 PM Eastern Time ("ET") on November 5, 2012 and ends at 11:59 AM ET on November 18, 2012 ("Contest Period"). Visit the Nature's Recipe Pet Health Club Promotion on the official Nature's Recipe's Facebook Page at <https://www.facebook.com/NaturesRecipe>, and fill out the Paws Pass (if you have not done so already) and follow the instructions to complete any entry form for the Contest and enter either an original essay (no more than 100 words) or upload a photo that demonstrates how you are active with your dog(s). All material submitted to Sponsor in connection with this Contest shall be referred to herein as the "Entry"; the person submitting the Entry shall be referred to herein as the "Entrant". Limit one Entry per person/email address. If you are submitting a photo, no human being other than the Entrant may be depicted in the photo. Normal Internet access and usage charges imposed by Entrants' online service will apply and are Entrants' sole responsibility. Entries become the property of Sponsor and will not be returned. Sponsor is not responsible for lost, late, misdirected, corrupted, incomplete or damaged Entries. Proof of submission is not proof of receipt by Sponsor.
- 3. Contest Entry Requirements:** In the event the Sponsor, in its sole discretion, determines that any Entry contains content that does not comply with these Official Rules, Sponsor reserves the right to disqualify the Entry or, if Sponsor determines, edit the content of the Entry. Essay submissions must be in English. Photograph submissions must be in one of the following formats: .jpg, .png, .bmp, or .gif file and be under 20MB. All Entries must be the sole, original work of the Entrant. Entrants may not copy or otherwise plagiarize any portion of the Entry from any other source. Entries may not have been published previously or have been submitted in any other competition. The Entrant must own all rights in and to the Entry. Entries must be in keeping with Sponsor's image, or desired image, or they will be disqualified. The Entry may not contain obscene, profane, lewd, defamatory or inappropriate images or text; and may not include nudity, acts of violence, acts that appear to cause injury or harm, or acts that are illegal or dangerous, as determined in Sponsor's sole discretion. Entries may not contain any third party materials, and may not contain any materials that, violate or infringe (or may be at risk of infringing) any third party rights, including without limitation copyright, trademark rights, privacy rights (including portrayal in a false light), publicity rights, or other intellectual property rights. Entries should not contain logos, marks that identify a brand (other than Del Monte Corporation brands), or other personal or proprietary materials of any entity or person living or deceased. Therefore, clothing worn in any photograph submissions should not contain any visible logos, drawings, cartoons, phrases, trademarks or other third party materials. Entry must not include any representation of celebrities, athletes, musicians or any other public figure, including anti-social, political or religious groups, or commercial solicitation or promotion materials

or address, phone number or URL addresses. Sponsor has the sole discretion to determine whether an Entry is eligible. Any Entry that violates this section or is otherwise objectionable (as determined solely by Sponsor), will not be considered and will be disqualified. Automated, script, macro or robotic Entries will be disqualified.

- 4. Transfer of Rights:** By submitting an Entry, Entrant hereby grants the Contest Entities the irrevocable, perpetual, worldwide rights to use, reproduce, publish, edit, market, store, adapt, assign, sell, dispose of, distribute, have distributed, publicly and privately display, communicate, publicly and privately perform, transmit, have transmitted, create derivative works based upon, and promote the Entry or excerpts of the Entry (as such may be edited and modified by the Sponsor in its discretion) in perpetuity, for editorial, commercial, promotional and all other purposes (including posting on Nature's Recipe's social media channels, Sponsor-affiliated websites, the Contest Website (the Pet Health Club page(s)), and/or other Sponsor-selected media).
- 5. Contest Judging:** All Entries will be judged by a Sponsor-selected panel of judges on or about December 17, 2012 from among all eligible Entries received, based on the following judging criteria: creativity – 40%; relevance to theme – 30%; and originality – 30%. The 4,000 Entrants with the highest score will be deemed the Grand Prize winners. In the event of a tie for the 4,000th highest score, tied Entrants will be re-judged by the Judges, based 100% on creativity, to determine the winner(s). Judges' decisions are final with respect to all matters relating to the Contest. No information regarding Entries or judging will be disclosed to any third party not involved in the conduct of the Contest.
- 6. Prizes:** Grand Prizes (4,000): A Nature's Recipe Dog Tag. The approximate retail value of the prize is \$1.50 each. Limit one prize per Entrant. No substitution or transfer of prize permitted except at the sole discretion of the Sponsor. Taxes, if any, related to the prizes, are the sole responsibility of the individual winners. Winners will receive their prizes within 12 weeks of the Contest judging. If any prize is returned as non-deliverable, an alternate prize winner will be determined. If any potential winner is found to be ineligible or if any potential winner does not comply with the Official Rules, then the potential winner may also be disqualified and an alternate prize winner will be determined.
- 7. Disclaimer of Similarities:** Due to the nature of this Contest, there is a possibility that similar Entries may be entered by multiple individuals. Any similarity between Entries shall in no way entitle you to any consideration or compensation from the Sponsor or from any third party, including in the event an Entry similar or identical to yours is selected as a winner in this Contest. By submitting your Entry, you specifically acknowledge this possibility and agree to the terms stated in these Official Rules.
- 8. General Rules:** By participating, Entrants agree to these Official Rules and the decisions of the judges and Contest Entities, which shall be final and binding in all respects. Winners and all Entrants, as a condition of entry into the Contest, agree to release Contest Entities and Facebook from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with creation of or submitting an Entry or otherwise participating in any aspect of the Contest, the receipt, ownership or use of prize awarded or any typographical or other error in these Official Rules or the announcement of offering of the prizes. Acceptance of a prize constitutes permission to

the Contest Entities to use winning Entrants' names, likenesses, statements and the winning Entrants' Entries for promotional purposes (including any possible public relations opportunities) without further compensation except where prohibited by law. Further, in Sponsor's sole discretion, winners may be required to travel to and participate in a winner ceremony, at Sponsor's expense. The Contest Entities are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the Contest or by any human error which may occur in the processing of the Entries in the Contest or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with the Contest. The 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 Contest Website; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor reserves the right to cancel or modify this Contest for any reason, including (but not limited to) if, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. If such cancellation occurs, Sponsor reserves the right to determine the winners from among all eligible Entries received prior to cancellation, based on the same judging criteria procedures listed above.

- 9. Disputes:** Entrants/winners agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prize awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in the state of California; Entrants/Winners submit to sole and exclusive personal jurisdiction to said courts in the state of California for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (c) under no circumstances will Entrants/Winners be permitted to obtain awards for and Entrants/winners hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants/winners or the Contest Entities in connection with this Contest shall be governed by, and construed in accordance with, the laws of the state of California, without giving effect to any choice of law or conflict of law rules of provisions (whether of the state of California, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of California.

- 10. Data Collection:** Sponsor collects personal information from participants when they enter the Contest (and for when they may be deemed the winner(s) of the Contest) for use in administration of the Contest. During the Contest (including upon entry), you may be asked to consent to receive promotional emails and information about Sponsor. Consenting to receive such emails and information is optional, and is not necessary to enter or win this Contest, nor will it increase or improve your chances of winning. The information collected is subject to the Privacy Policy located at <http://www.delmontefoods.com/privacy.aspx>. By entering this Contest, Entrants are providing their information to Sponsor and not to Facebook.
- 11. Sponsor/Administrator:** The Contest is sponsored by Del Monte Corporation, San Francisco, CA.

This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook®.