

# **Nature's Recipe Pet Health Club (The "Promotion")**

## **Official Rules and Regulations**

### **NO PURCHASE NECESSARY TO ENTER OR WIN.**

**PROMOTION PERIOD:** The Nature's Recipe Pet Health Club Promotion (the "Promotion") begins on September 21, 2012 at 5:00 P.M. Eastern Time ("ET") and ends on December 17, 2012 at 11:59 P.M. ET, as such may be extended by the Sponsor in its sole discretion from time to time (the "Promotion Period"). Individuals who enter this Promotion ("Participants") hereby agree to be bound by, and adhere to, these Official Rules and Regulations (the "Official Rules" or "Rules"). The computer clock of the Promotion Page's (as defined below) webmaster is the official timekeeping device of the Promotion. Normal Internet access charges imposed by your online service provider will apply.

**ELIGIBILITY:** The Promotion shall be open to legal residents of the United States residing in one of the fifty (50) United States or the District of Columbia who are at least 13 years of age or older and must be a registered user of, and logged onto Facebook. Entry is limited to one entry per Facebook account. Employees of Del Monte Corporation ("Sponsor") or Facebook and each of their respective parents, subsidiaries, divisions, affiliates, promotion and advertising agencies and members of their immediate family (spouse, parent, sibling or child and their respective spouses, regardless of where they reside) and persons living in the same household of such employees, whether or not related, are not eligible to participate.

No purchase necessary. Void where prohibited by law. Promotion is subject to all applicable federal, state and local laws. The Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook.

BY ENTERING THE PROMOTION, PARTICIPANTS ACKNOWLEDGE AND UNDERSTAND THAT HE/SHE IS PROVIDING CERTAIN PERSONALLY IDENTIFIABLE INFORMATION TO SPONSOR AND NOT TO FACEBOOK. ALL PARTICIPANTS ACKNOWLEDGE AND AGREE THAT ALL SUBMISSIONS MADE IN CONNECTION WITH THIS PROMOTION ARE SUBMITTED ON A NON-CONFIDENTIAL AND NON-PROPRIETARY BASIS AND MAY BE USED BY SPONSOR, ITS AGENTS, PARTNERS AND SUBSIDIARIES, FOR ANY AND ALL ADVERTISING AND PROMOTIONAL PURPOSES INCLUDING (BUT NOT LIMITED TO) IN CONNECTION WITH THE PROMOTION OR ANY OTHER SPONSOR MARKETING EFFORT, IN PERPETUITY, WORLDWIDE, IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED.

The information that Participants provide will be used in accordance with the terms of the privacy policies found at: <http://www.delmontefoods.com/privacy.aspx>

### **HOW IT WORKS:**

During the Promotion Period, Participants visiting Sponsor's Nature's Recipe's Facebook page will be directed to a Facebook canvas App hosting the Promotion (the "Promotion Page") to participate in this Promotion. To get started, participants will need to fill out a "Paws Pass" with their name, their pet's name, and other information about their pet. Participants will, from time to time, be requested to complete challenges or accomplish other tasks relating to their pet. A completed challenge or task will

entitle the Participant to earn one or more “badges”. Upon accumulating a certain number of badges (as more specifically provided in the table below (the “Badge Milestone”)), Participants may, subject to availability, become eligible to receive those coupons, prizes and other awards (collectively, the “Rewards”) selected by Sponsor and identified in the table below. Upon achievement of the applicable Badge Milestone, the Participant will be automatically alerted (the “Reward Alert”) that he/she is eligible to receive the Reward attributable to such Badge Milestone; subject to the availability of such Reward. The Reward Alert will direct the Participant to a separate third party webpage accessible from the Promotion Page that will guide the Participant through the Reward redemption process.

<b>BADGE MILESTONE</b>	<b>REWARD</b>	<b>QUANTITY LIMITATION OF REWARD***</b>
1 Badge	Nature’s Recipe Wallpaper Download	Unlimited
9 Badges	Nature’s Recipe Calendar Download	Unlimited
10 Badges	\$3.00 Downloadable Coupon for Nature’s Recipe products	5,000
14 Badges	\$10.00 Coupon for Nature’s Recipe products.	3,000

**\*\*\*PARTICIPANT ACKNOWLEDGES THAT CERTAIN REWARDS ARE AVAILABLE WHILE SUPPLIES LAST AND THESE REWARDS WILL BE PROVIDED ON A FIRST COME FIRST REDEEMED BASIS, SUBJECT TO THE ACHIEVEMENT THE APPLICABLE BADGE MILESTONE.**

*In addition to the Rewards identified in the table above, the Sponsor reserves the right to make available additional Badge Milestones that may be redeemed for other offers, including, but not limited to, entry into contests, sweepstakes and games.*

Participants may view all earned and unearned badges on the “Badges Page” accessible from the Promotion Page. The Badges Page will show Participants when and how badges were earned and explanations of how to obtain unearned badges.

Participants are responsible for federal, state and local taxes incurred as a result of accepting any Rewards, if applicable. Any Reward provided to a Participant is not transferable or redeemable for cash and substitutions will not be allowed, except at sole discretion of the Sponsor who reserves the right to

substitute Rewards of equal or greater value. No Reward may be sold, auctioned, bartered, assigned, exchanged, commercially transferred or donated, or otherwise placed into unauthorized commercial channels of distribution. If a Participant has achieved the applicable Badge Milestone but has not complied with the Regulations, the Participant will not be eligible to receive a Reward and, may, be required to forfeit all applicable Rewards. If a Participant receives a Reward but is considered a minor in his/her place of residence, the Reward may be provided in the name of his/her parent or legal guardian, who will be responsible for fulfilling all requirements imposed on Participants set forth herein.

Without limiting any other provision of these Regulations, each Reward winner, by acceptance of the Reward(s), grants permission for Sponsor and each of their affiliates, licensees and agencies to use his or her name, address, photograph or other likeness and Reward information for advertising, trade and promotional purposes relating to the Promotion without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity and without notice or review or compensation.

**GENERAL CONDITIONS AND LIMITATION OF LIABILITY:** By participating in the Promotion, each Participant agrees: (a) to abide by these Official Rules and to be bound by the decisions of the Sponsor and/or Promotion Judges, made in their sole discretion, which shall be final and binding in all matters relating to this Promotion; (b) to release, discharge, indemnify, defend and hold harmless Sponsor, Facebook and each of their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the foregoing (individually, a “Released Party” and collectively, the “Released Parties”) from any and all injuries, liability, losses and damages of any kind to persons, including death, or property damage resulting, in whole or in part, directly or indirectly, from entrant’s participation in the Promotion, any Promotion-related activity and/or acceptance, receipt, possession, use or misuse of any Award or other item provided (including, if applicable, any travel/activity related thereto); (c) that under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (d) all causes of action arising out of or connected with this Promotion, or the prize awarded, shall be resolved individually, without resort to any form of class action; (e) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, excluding attorneys’ fees and court costs; and (f) to the use of his/her name, address (city and state), voice, entry, photograph, image and/or other likeness for programming, advertising, publicity, trade and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. Participants who have not complied with these Official Rules are subject to disqualification and all associated entries will be void. Proof of transmission (screenshots or captures, etc.) does not constitute proof of delivery. All entries, including pictures, become the property of Sponsor and in no case shall be returned to sender.

**THE LIMITATION OF LIABILITY PROVIDED IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND AND IN NO EVENT SHALL THE SPONSOR ANY OTHER RELEASED PARTY BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT,**

**INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PARTICIPATION IN THE PROMOTION.**

**WITHOUT LIMITING THE FOREGOING, EVERYTHING IN THE PROMOTION, INCLUDING, WITHOUT LIMITATION, THE AWARDS OR ANY OTHER ITEM PROVIDED BY SPONSOR IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.**

No Released Party shall be liable to any Participant (including, without limitation, any prize winner) by reason of any acts of God, act action(s), regulation(s), order(s) or request(s) from any governmental or quasi-governmental entities, equipment failure, terrorist acts, labor dispute or any other force majeure event or cause beyond a Released Party’s reasonable control.

Released Parties are not responsible for any technical problems, malfunctions of any telephone lines, computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for late, lost, damaged, misdirected, incomplete, undeliverable, destroyed, mutilated, garbled, inaccurate or stolen entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether typographical, human mechanical, electronic, computer, network, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the posting of statements, the processing of entries and/or tweets, the announcement of the prizes or in any Promotion-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion. Entry materials that have been tampered with or altered are void. Sponsor reserves the right, in its sole discretion, to extend, cancel or suspend part or all of this Promotion at any time without notice and for any reason, including if in the judges’ opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Promotion, or if virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness, or integrity and proper play of the Promotion. In the event of cancellation, Sponsor may void any entries it suspects are at issue and, at its discretion, award the prizes at issue in a random drawing from among all non-suspect, eligible entries received. **Caution:** Any attempt by an entrant or any other individual to damage the website or undermine the legitimate operation of the Promotion may be in violation of criminal and civil laws and, should such an attempt be made, the Sponsor reserves the right to seek damages and other remedies (including attorneys’ fees) from any such person to the fullest extent permitted by law, including

**criminal prosecution.** Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. Sponsor reserves the right to disqualify Participants who violate these Official Rules or interfere with this Promotion in any manner. If a Participant is disqualified, Sponsor reserves the right to terminate that entrant's eligibility to participate in the Promotion. Released Parties are not responsible for injury or damage to participants' or to any other person's computer or mobile device related to or resulting from participating in this Promotion or downloading materials from or use of the Page or other third party website.

SPONSOR RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REMOVE ANY STATEMENT, PHOTOGRAPH, VIDEO OR OTHER CONTENT PROVIDED BY A PARTICIPANT THAT IS PUBLICLY POSTED TO THAT THE SPONSOR FEELS IS INAPPROPRIATE, OBJECTIONABLE AND/OR INCONSISTENT WITH THE POSITIVE IMAGE AND/OR GOOD WILL IT WISHES TO PROMOTE IN THIS PROMOTION.

Sponsor reserves the right in its sole discretion to cancel or suspend any portion of the Promotion for any reason, including should any cause corrupt the administration, security or proper play of the Promotion and, in the event of termination, to determine the winner(s) among all eligible non-suspect entries received up to such time using the winner determination procedure outlined above.

**DISPUTES:** In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in point of sale, television and print advertising, promotional packaging, and other promotion media ("Promotion Materials"), the details of the Promotion as set forth in these Official Rules shall prevail.

Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participants and Sponsor in connection with the Promotion, 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 (whether of the State of California, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

**SPONSOR:** The Sponsor of the Promotion is Del Monte Corporation and its address is One Maritime Plaza, 300 Clay Street, San Francisco, California 94111.

**FURTHER DOCUMENTATION.** If Sponsor shall desire to secure additional documentation as it deems reasonably necessary in order to effectuate the purposes and intents of these Rules, then each Participant agrees to sign the same upon Sponsor's request therefore.

THE PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY OR ASSOCIATED WITH FACEBOOK. FACEBOOK IS COMPLETELY RELEASED OF ALL LIABILITY BY EACH PARTICIPANT IN THIS PROMOTION. Direct any questions/comments/complaints regarding the Promotion to Sponsor, not Facebook.

Participants may copy these Rules for the sole purposes of personal use and not for any commercial use whatsoever.