

California Avocado Commission
"California Avocado Cutting-Edge Culinary
FitBloggin' Recipe Contest"
Official Rules

By entering you are assigning all right, title and interest in and to your Recipe Submission to the Sponsor in exchange for no compensation of any kind.

1) Description: California Avocado Commission (the "**Sponsor**") is offering the "California Avocado Cutting-Edge Culinary FitBloggin' Recipe Contest" (the "**Promotion**") exclusively to advance registration attendees of the FitBloggin' 14 conference, May 26-29, 2014 in Savannah, GA. Winners will be determined based on the scoring and judging criteria described in these Official Rules. The Promotion begins at 12:00:01 AM Pacific Time (PT) on May 15, 2014 and ends on June 9, 2014 at 11:59:59 PM PT, ("**Promotion Period**"). Judging will be completed on or about June 27, 2014.

2) Eligibility: The Promotion is open ONLY to legal U.S. and D.C. residents, eighteen (18) years of age or older who are registered attendees of Fitbloggin' 14 as of May 15, 2014. The Promotion is not open to: Employees, officers and directors of Sponsor, their respective affiliates, divisions, advertising, promotional, fulfillment and marketing agencies (collectively the "**Promotion Entities**"), their immediate families (child, sibling & spouse) and persons living in the same households (whether related or not), are not eligible to participate in the Promotion. Void in Puerto Rico, all other U.S. territories and where prohibited or otherwise restricted by law, rule or regulation. All federal, state and local laws and regulations apply.

3) How to Enter: The Sponsor is interested in receiving original recipe & recipe photo entries which make use of at least one (1) or more fresh California Avocados per recipe:

To submit your recipe:

- Create a post on your blog including the recipe, recipe photo and the words "California Avocado Cutting-Edge Culinary Recipe Contest" in the post
- Send an E-mail to contactus@avocado.org with a link to your blog post. Attach or link to your high-resolution recipe photo(s), as well as the finished recipe as presented for serving. **Email subject: California Avocado Cutting-Edge Culinary Recipe Contest**
- There is a limit of one (1) Recipe Submission per person, per email address

Recipe Submission Approval Requirements:

- Your Recipe Submission must use at least one (1) or more fresh California Avocados
- Recipe cannot include brand names in your ingredient list (however you may reference a specific variety of an ingredient if you like)
- Your Recipe Submission must be totally original and owned by you
- Your Recipe Submission must include original photo(s) which you have taken and own
- Your Recipe Submission must not have been previously published or appear anywhere else
- Your Recipe Submission cannot contain any third party copyrighted or proprietary material or otherwise infringe on the intellectual, property or other rights of a third party
- Your recipe photograph cannot contain the image of any person or any trademarked, brand name or logo and will be reviewed, approved or declined as submitted
- In Sponsor's sole opinion, Recipe Submissions, which do not meet any of these requirements, will be disqualified

By entering the Promotion, you (a) agree that you are giving Sponsor the right to post your Recipe Submission on its website and/or public websites where it maintains accounts; (b) understand your Recipe Submission may be available for viewing, reviewing, rating and comments by the public and as such you are waiving any privacy expectations you may have with respect to your Recipe Submission and (c) you are assigning right title and interest in and

to your Recipe Submission to the Sponsor in exchange for no compensation of any kind. The Sponsor, however, has no obligation of any kind to post, display or utilize your Recipe Submission in any way.

5) Judging and Winner Determination: Recipe Submissions will be reviewed by the Sponsor's Judging Panel and will be scored on the following basis: Creative use of California Avocados (1-5 points available); Simple ingredients list with seven or fewer ingredients (1-5 points available); Includes a variety of fruits and/or vegetables (1-5 points available); Recipe Photo Quality (1-5 points available).

The Sponsor's Judging Panel will determine one (1) Grand Prize winner , one (1) First Place Prize winner and one (1) Second Place Prize winner The decisions of the judging panel and the Sponsor in all matters relating to this Promotion are final. In Sponsor's sole determination if an inadequate number and/or quality of Recipe Submissions are received, it reserves the right to determine fewer than three (3) winners or NOT to determine any Recipe Submissions as winners.

Artisan® Design Series 5-Quart Tilt-Head Stand Mixer with Glass Bowl

6) Prizes: One (1) Grand Prize Winner will receive a prize kit which includes one (1) KitchenAid® Artisan® Design Series 5-Quart Tilt Head Stand Mixer, one (1) William-Sonoma® \$150 gift card , a California Avocado gift pack and one shipment of California Avocados each month for the months of June, July and August 2014; Approximate Retail Value ("ARV") \$700. One (1) First Prize winner will receive one (1) William-Sonoma® \$250 gift card, a California Avocado gift pack, and one (1) flat of California Avocados (roughly 18 avocados/flat; ARV \$350. One (1) Second Prize winner will receive one (1) Williams-Sonoma® \$150 gift card and one (1) flat of California Avocados, ARV \$250. Gift . There are a total of three (3) prizes available with an overall ARV of \$1,300.

If Sponsor is duly notified that any element of an entrant's Recipe Submission infringes upon the rights of another person and/or receives a legally valid request to remove or invalidate the affected Recipe Submission because of such infringement, such Recipe Submission may be removed from Sponsor's website, and/or public websites where it maintains accounts and disqualified as Sponsor may determine in its sole discretion. By entering all entrants: (a) give the Promotion Entities full and complete usage rights to the Recipe Submission; (b) agree that all entries and entry materials become the sole and exclusive property of Sponsor for its use as it deems appropriate and for no further compensation, acknowledgement of or approvals by

entrant and (c) agree that no Recipe Submission will be returned to entrants as more particularly described in Paragraph 7, below.

7) General: Potential winners will be contacted on or about June 27, 2014 by email ("**Prize Notification**"). The potential winners will be provided with an Affidavit of Eligibility and a Liability/Publicity Release (unless prohibited by law), ("**Affidavit**"). The Affidavit must be returned within five (5) days of Prize Notification. Potential winners will be required to send a copy of his/her passport, driver's license, birth certificate or other appropriate documentation (acceptable to Sponsor) as proof of winner's age and residency, as well as, proof of confirmation of FitBloggin' 2014 registration. Failure to comply with any of the above requirements or the return of Prize Notification as undeliverable will result in disqualification and forfeiture of the prize. Any unclaimed prizes will not be awarded. There are no prize or cash substitutions or other options available. Prizes are non-assignable and non-transferable. All federal, state, local, and other taxes on prizes are the sole responsibility of the applicable winner. Any costs associated with prize acceptance and use not specified herein as being provided, is the winner's sole responsibility.

All entrants agree to comply fully with each provision in these Official Rules. Any person attempting to defraud or in any way tamper with this Promotion and any person who does not comply with these Official Rules, will be ineligible for any prize(s) and may be prosecuted to the full extent of the law. If, during any portion of this Promotion, for reasons beyond the Sponsor's control (including, but not limited to, tampering or computer virus infection), the Promotion is not capable of running as originally planned, the Sponsor, at its sole discretion, reserves the right to cancel or modify the Promotion, without liability and to the extent feasible, will determine winners and award prizes among entries received prior to cancellation or modification. Sponsor is not responsible for Internet, computer hardware and software, phone, and other technical errors, malfunctions, and delays. Entries, which are incomplete, inaccurate, irregular, or otherwise not in compliance with these Official Rules, are void.

8) Right to Use Your Work and Information About You: By entering a Recipe Submission, you: (a) represent and warrant that your Recipe Submission is wholly original, not previously published and owned by you, and does not incorporate or include anything that is owned by any third party or would require the consent of any third party and your Recipe Submission does not violate any copyright, trademark, publicity right, privacy right or any other right of any third party; (b) automatically grant to Sponsor a non-exclusive, world-wide, royalty free, irrevocable license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute and display your Recipe Submission; (d) agree that upon selection as a winner of any prize, you agree that your Recipe Submission shall legally be considered a "work made for hire," with all rights therein, including, without limitation, the exclusive copyright, transferred to and being the property of Sponsor; (e) agree that upon selection as a winner of any prize, in the event your Entry is considered not to be a "work made for hire," you irrevocably assign to Sponsor all right, title, and interest in and to your Recipe Submission (including, without limitation, the copyright) in any and all media whether now known or hereafter devised, in perpetuity, anywhere in the world, with the right to make any and all uses thereof, including, without limitation, for purposes of advertising or trade; and (f) agree that by submitting an entry, you grant to Sponsor the right to sell and otherwise distribute your Recipe Submission on any of its websites or in any of its advertising and/or products without any compensation. The rights granted under this paragraph shall extend to Sponsor, its and affiliated companies with respect to all entries and all other submitted materials related to the Promotion, including those submitted by non-winners and winners.

By entering a Recipe Submission, you grant to Sponsor, and its affiliated companies the right, except where prohibited by law, to use your name, likeness, picture, address (city and state), voice, biographical information, the Recipe Submission in your entry and written or oral statements, for advertising and promotional purposes in promoting or publicizing Sponsor, its products or services, without compensation unless required by law. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your name, picture, likeness, address (city and state),

email address, biographical information, or entry. The rights granted under this paragraph shall extend to Sponsor, and its affiliated companies with respect to all entrants in the Promotion, including non-winners and winners.

9) Release of Liability and Issues of Law: By participating, all entrants release Sponsor, its affiliates, partners, officers, directors, agents, employees and all entities associated with the development and execution of this Promotion from any and all liability with respect to and in any way arising from participating in this Promotion, acceptance or use of prizes. Entrants also agree that Sponsor, its affiliates, partners, officers, directors, agents, employees and all entities associated with the development and execution of this Promotion are not responsible or liable for any injury or damage to an entrant's or third person's computer related to or resulting from the Promotion, the Entries and/or its prizes. Sponsor, its affiliates, partners, officers, directors, agents, employees and all entities associated with the development and execution of this promotion are not liable for damage to a user's computer system (including, without limitation, any server failure or lost, delayed or corrupted data or other malfunction) due, either directly or indirectly, to an entrant's participation in the Promotion or downloading of information in connection with the Promotion. The Sponsor reserves the right to modify or cancel the Promotion in the event that any portion of any Web site used to administer any aspect of the Promotion becomes technically corrupted.

All Federal, state and local laws and regulations are applicable. THE CALIFORNIA COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE PROMOTION AND THE LAWS OF THE STATE OF CALIFORNIA SHALL GOVERN THE PROMOTION. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS. The Promotion is void where restricted or prohibited by law.

10) Winners List: Winners will be announced on or about the week of June 30, 2014 at <http://www.californiaavocado.com/blog>

11) Sponsor: California Avocado Commission, 12 Mauchly, STE L, Irvine, CA 92618-6305

KitchenAid is not a Sponsor of or in any way affiliated with this Promotion.
Williams-Sonoma, Inc. is not a Sponsor of or in any way affiliated with this Promotion.