

## TAKE AVOCADO TO HEART CONTEST RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. VALID IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY. ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

The TAKE AVOCADO TO HEART Recipe Competition (the "Contest") is designed to challenge ("Entrant(s)" or "You") to use their creativity to create an original heart-healthy recipe using at least one avocado. Judges will choose the winning entries, and prizes will be awarded in accordance with these Official Rules (these "Rules").

1. **BINDING AGREEMENT:** To enter the Contest, you must agree to the Rules. That means You must read these Rules and confirm that you understand and agree to the Rules. You agree that contributing an entry in the Contest constitutes agreement to these Rules. You may not submit an entry to the Contest and are not eligible to receive the prizes described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and AHA with respect to the Contest.

2. **ELIGIBILITY:** To be eligible to enter the Contest, an Entrant must: (a) be a U.S. citizen or a legal U.S. resident (i.e. must be able to show proof of legal residence) and (b) at least eighteen (18) years of age. This Contest is void where prohibited by law. Employees, interns, contractors, directors, officers, employees, advertising and promotion agencies, representatives, and agents of AHA or Sponsor, and immediate family members (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such employees, officers and directors are ineligible to participate in this Contest.

3. **SPONSOR:** The Contest is sponsored by Hass Avocado Board ("HAB") & AHA. ("AHA" or "Sponsor"), a New York non-profit corporation with main offices at 7272 Greenville Ave., Dallas Texas 75231.

4. **CONTEST PERIOD:** The Contest begins on February 6, 2017, 9:00 am Central Time (CST) Zone in the United States and ends on February 27, 2017, 8:00 pm Central Time (CST) Zone ("Contest Period"). All dates are subject to change. Your entry must be submitted by 8:00 pm Central Time, February 27, 2017.

5. **HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR WIN.** To enter the Contest, visit the Heart.org website located at [www.heart.org/avocadorecipecontest](http://www.heart.org/avocadorecipecontest) ("Contest Site") during the Contest Period and follow the instructions that appear on the webpage. You will be asked to complete a one-page official entry form ("Entry Form") with: (a) a recipe that reflects Entrant's innovative interpretation of the Contest theme "Why do you take avocados to heart?" and; (b) a supporting statement of one to two sentences. The recipe and supporting statement must meet the "Recipe Requirements," described below.

6. Once the Entry Form is fully completed, click submit. Please be sure to follow the all recipe criteria and instructions on the Contest Site. AHA is not responsible for illegible or incorrectly submitted entries.

7. Entries received without a completed Entry Form will be disqualified.

8. **LIMIT ONE (1) ENTRY PER ENTRANT.** Subsequent entries will be disqualified. To be considered for the Contest, entries must be: (i) complete (as determined by AHA); (ii) received by 11:59 pm Pacific Time, February 27, 2017; and (iii) in English (unless otherwise specified). Machine or computer-generated mass entries will be disqualified. Any submission not meeting the above-mentioned criteria will be disqualified. AHA accepts no responsibility for submissions lost, delayed, damaged, defaced, or mislaid, howsoever

caused. All entries will be considered made by the Entrant at the time of submission.

9. RECIPE REQUIREMENTS. The recipe and “Why do you take avocados to heart?” supporting statements must meet the following criteria ("Recipe Requirements"):

- a. The recipe must have a name and the recipe name may not include any person’s name, brand name or any questionable words.
- b. The recipe must include all measurements in non-metric units, include step-by-step cooking directions, include a minimum of one avocado used in recipe, and meet AHA recipe certification requirements.
- c. The recipe and statement must be two-dimensional and scannable (e.g., no videos or GIFs)
- d. They must be original, unpublished works that do not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity.
- e. The recipe and statement must not contain any content, material or element that displays any third-party advertising, slogan, logo, trademark or otherwise indicates a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Contest, as determined by AHA, in its sole discretion.
- f. The recipe and statement cannot contain any content, element, or material that violates a third party's publicity, privacy or intellectual property rights.
- g. The recipe and statement must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Contest.
- h. The recipe and statement must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state, or local laws and regulation including the laws or regulations in any state where the recipe and supporting statement are created.
- i. The recipe and statement must not be the subject of any actual or threatened litigation or claim.
- j. The recipe and statement must not include any disparaging remarks relating to AHA, Hass Avocado Board or a third party.

10. AHA reserves the right, in its sole discretion, to disqualify any Entrant who submits a recipe that does not meet the Recipe Requirements. Incomplete entries or entries not complying with these Rules are subject to disqualification.

11. JUDGING: Each recipe will be evaluated and scored based on the following "Criteria": (i) Originality, (ii) Ease of Preparation (iii) Alignment with AHA nutrition requirements and (iv) adherence to the Recipe Requirements and these Rules. (v) Consumer popular vote (can only vote for recipe once) to determine first, second or third place in specified category.

12. Submissions will be divided into three (3) Categories for judging:

1. Appetizer/Snack
2. Entrée
3. Dessert/Smoothie

Three prizes (two runners-up and a grand prize) across all three categories.

13. THE JUDGES: one (1) the AHA Healthy Living Team, one (1) Volunteer (chosen by AHA),

14. NOTIFICATION OF WINNERS. Winners will be notified by e-mail and announced on social media. AHA may require the winners to execute an affidavit of eligibility, publicity release (except where prohibited), liability waiver and/or IRS Form W-9 (if required by IRS regulations) prior to the delivery of any prize (collectively, "Affidavit"). If the prize winner does not respond to the notification within three (3) days, is found to be ineligible, fails to execute the Affidavit or other documentation required by AHA and/or a prize is returned as undeliverable, AHA may consider such prize winner to have forfeited the prize, and another prize winner may be selected as time allows. The prize will be awarded within approximately 14 days of the winner's complete response to notification. AHA makes no warranties regarding prizes. Prizes are not transferable and winners have no right of substitution (in cash or otherwise). AHA reserves the right to substitute a prize of equal or greater value in the event of unavailability.

Winners will be notified on or before March 29, 2017. If there are no entries from a particular Group, no award will be made for that Group.

15. TIE BREAKER: In the event of a tie, the judges will re-evaluate the tied recipes according to the Criteria until the tie is broken. The tied recipes will be put up for a re-vote amongst the consumers until the tie is broken.

16. Decisions of the judges are final and binding. In the event there are not enough eligible entries, not all prizes will be awarded. If a winner is unable for whatever reason to accept their prize, then AHA reserves the right to award the prize to another entrant.

17. NOTIFICATION OF WINNERS: Becoming a winner is subject to validation and verification of eligibility and compliance with all the terms and conditions set forth in these Rules. If a winner is disqualified for any reason, the recipe that received the next highest total score will be chosen as the winner. The winner(s) will be selected and notified by telephone and/or email, at AHA's discretion. If a winner does not respond to the notification attempt within three (3) days from the first notification attempt, then such winner may be disqualified and an alternate winner will be selected from among all eligible entries received based on the judging Criteria described herein. With respect to notification by telephone, such notification will be deemed given when the winner engages in a live conversation with AHA or when a message is left on the winner's voicemail service or answering machine by the AHA, whichever occurs first. Except where prohibited by law, each winner may be required to sign and return an Affidavit of Eligibility and Liability and Publicity Release and provide any additional information that may be required by AHA. If required, winners must return all such required documents as instructed within forty-eight (48) hours following attempted notification or such winner will be deemed to have forfeited the prize and another winner may be selected based on the judging Criteria described herein. All notification requirements, as well as other requirements within these Rules, will be strictly enforced. Determinations of Judges are final and binding. All winners agree to keep the recipe strictly confidential between submission and the recipe's final launch on the AHA website.

18. PRIZES:

- 1st place- \$1,000 visa gift card
- 2nd place- \$500 visa gift card

- 3rd place- \$250 visa gift card

19. The time of the prize distribution will be provided to winners in the prize acceptance documents but will not be earlier than four (4) weeks from AHA's receipt of prize acceptance documents from winners. No transfer, substitution or cash equivalent for prizes is allowed, except at AHA's sole discretion. AHA reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason. Value is subject to market conditions, which can fluctuate and any difference between actual market value and actual retail value will not be awarded. The prize(s) may be subject to restrictions and/or licenses and may require additional hardware, software, service, or maintenance to use. The winner shall bear all responsibility for use of the prize(s) in compliance with any conditions imposed by such manufacturer(s), and any additional costs associated with its use, service, or maintenance. AHA has not made and is not responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the prize(s), regarding the use, value or enjoyment of the prize(s), including, without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply to the prize or any components thereto.

20. TAXES: AWARDS OF PRIZES TO WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO AHA ALL DOCUMENTATION REQUESTED BY AHA TO PERMIT IT TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL AND LOCAL TAX REPORTING. ALL PRIZES WILL BE NET OF ANY TAXES AHA IS REQUIRED BY LAW TO WITHHOLD. TO THE EXTENT PERMITTED BY LAW, ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. In order to receive a prize, winners may be asked to submit tax documentation requested by AHA or otherwise required by applicable law, to AHA or a representative for AHA or the relevant tax authority, all as determined by applicable law. If a winner fails to provide such documentation or comply with such laws, the prize may be forfeited and AHA may, in its sole discretion, select an alternate winner.

21. GENERAL CONDITIONS: All federal, state and local laws and regulations apply. AHA reserves the right to disqualify any Entrant from the Contest if, in AHA's sole discretion, it reasonably believes that the Entrant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, AHA, or the Judges.

22. INTELLECTUAL PROPERTY RIGHTS: As between AHA and the Entrant, the Entrant retains ownership of all intellectual and industrial property rights (including moral rights) in and to the recipe (excluding AHA's rights in the AHA logo/trademark). As a condition of entry, Entrant grants AHA a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display the recipe for any purpose, including display on the AHA website, without any attribution or compensation to Entrant. Entries will not be returned. AHA retains all rights in the AHA products and services and entry into this Contest will in no case serve to transfer any AHA intellectual property rights to the Entrant.

23. PRIVACY: Entrants agree and acknowledge that personal data submitted with an entry, including name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by AHA and its affiliates for the purposes of conducting and administering the Contest. All

personal information that is collected is subject to AHA's Privacy Policy, [http://www.heart.org/HEARTORG/General/Privacy-Policy\\_UCM\\_300371\\_Article.jsp#.WIt3ME2QzyA](http://www.heart.org/HEARTORG/General/Privacy-Policy_UCM_300371_Article.jsp#.WIt3ME2QzyA).

24. PUBLICITY: By entering the Contest, Entrants agree to participate in any media or promotional activity resulting from the Contest as reasonably requested by AHA at AHA's expense and agree and consent to use of their name and/or likeness by AHA. AHA will contact Entrants in advance of any AHA-sponsored media request for interviews.

25. The recipes may also be used for press and media purposes and Entrant agrees to waive any rights and not assert any intellectual property rights that Entrant has or may have in the recipe. AHA and HAB reserve the right to publish the name and likeness of the Winners on the Contest Site or through other media for publicity purposes.

26. WARRANTY AND INDEMNITY: Entrants warrant that their recipes are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted recipe and that they have the right to submit the recipe in the Contest and grant all required licenses. Each Entrant agrees not to submit any recipe that: (a) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, trade names, industrial designs, patent, trade secret, privacy, publicity or confidentiality obligations; or (b) otherwise violates applicable state, federal, or local law.

27. To the maximum extent permitted by law, Entrant indemnifies and agrees to keep indemnified AHA at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, Entrant agrees to defend, indemnify and hold harmless AHA from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or accruing from: (i) any recipe or other material uploaded or otherwise provided by Entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii) any misrepresentation made by Entrant in connection with the Contest; (iii) any non-compliance by Entrant with these Rules; (iv) claims brought by persons or entities other than the parties to these Rules arising from or related to Entrant's involvement with the Contest; (v) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in the Contest; (vi) any malfunction or other problem with the Contest Site in relation to the entry and participation in the Contest by Entrant; (vii) any error in the collection, processing, or retention of entry or voting information in relation to the entry and participation in the Contest by Entrant and in the voting process by consumers; or (viii) any typographical or other error in the printing, offering or announcement of any prize or winners in relation to the entry and participation in the Contest by Entrant.

28. ELIMINATION: Any false information provided within the context of the Contest by Entrant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Rules or the like may result in the immediate elimination of the entrant from the Contest.

29. INTERNET AND DISCLAIMER: AHA is not responsible for any malfunction of the Contest Site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed recipes due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or

system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Contest Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit Entrant's/consumer's ability to participate/vote respectively. AHA is not responsible for the policies, actions, or inactions of others, which might prevent Entrant from entering, participating, and/or claiming a prize in this Contest. AHA's failure to enforce any term of these Rules will not constitute a waiver of that or any other provision. AHA reserves the right to disqualify Entrants who violate the rules or interfere with this Contest in any manner. If an Entrant is disqualified, AHA reserves the right to terminate that Entrant's eligibility to participate in the Contest.

30. RIGHT TO CANCEL, MODIFY OR DISQUALIFY: 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 which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, AHA reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Contest. AHA further reserves the right to disqualify any Entrant who tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by an Entrant to deliberately damage any web site, including the Contest Site, or undermine the legitimate operation of the Contest is a violation and if such an attempt is made, AHA reserves the right to seek damages from any such Entrant to the fullest extent of the applicable law.

31. NOT AN OFFER OR CONTRACT OF EMPLOYMENT: Under no circumstances will the submission of a recipe into the Contest, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with AHA. You acknowledge that You submitted your recipe voluntarily and not in confidence or in trust. Entrants acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between Entrant and AHA and that no such relationship is established by Entrant's submission of a recipe under these Rules.

32. FORUM AND RECOURSE TO JUDICIAL PROCEDURES: These Rules are governed by, subject to, and construed in accordance with the laws of the State of Texas, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and Entrants expressly waive any and all such rights.

33. WINNER'S LIST: You may request a list of winners after March 29, 2017 by sending an email to [recipes@heart.org](mailto:recipes@heart.org).