Torani Holiday Cheers Recipe Contest Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

(1) Description: Torani (the "Sponsor") is offering "Holiday Cheers Recipe Contest" (the "Promotion") and will determine winners and award prizes on the basis of random selection. The Promotion begins November 12, 2012 at 12:01:01 AM Pacific Time ("PT") and ends December 9, 2012 at 11:59:59 PM PT, ("Overall Promotion Period"). Within the Overall Promotion Period there are four (4) weekly drawing periods ("Weekly Drawing Periods") conducted per the schedule below:

| Weekly Drawing Period | Begins at 12:00:01 AM PT on | Ends at 11:59:59 PM PT on | Drawing Conducted on or about |
|-----------------------------|--------------------------------|------------------------------|-------------------------------|
| 1 st | November 12, 2012 | November 18, 2012 | November 19, 2012 |
| 2 nd | November 19, 2012 | November 25, 2012 | November 26, 2012 |
| 3 rd | November 26, 2012 | December 2, 2012 | December 3, 2012 |
| 4 th | December 3, 2012 | December 9, 2012 | December 10, 2012 |

Entries received in a given Weekly Drawing Period are valid for that Weekly Drawing Period and will be "rolled forward" for inclusion in all subsequent Weekly Drawing Periods.

- (2) Eligibility: The Promotion is open to legal residents of the fifty (50) United States and the District of Columbia (excluding Puerto Rico and all other U.S. territories) who are eighteen (18) years of age and/or have reached the age of majority in their state of residence at the time of entry. Employees, officers and directors of Sponsor, its advertising, promotional, fulfillment and marketing agencies (collectively the "Promotion Entities"), their immediate families (parent, child, sibling & spouse) and persons living in the same households as such individuals (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 is seeing interesting, great tasting Holiday recipes that make use of any of the Torani flavored syrups. To submit your recipe, send an e-mail to HolidayCheersContest@Torani.com with a subject line of "Torani Holiday Cheers Contest". In the body of the email provide your first and last name, an e-mail address and phone number at which you can be contacted in the event you are a winner. Attach the following to your e-mail: (a) A Word Document with your word processed recipe and (b) a photograph (PDF file or a .jpg file format) of your prepared recipe as presented for serving OR a photograph of yourself using Torani in the recipe preparation process, providing that any photograph submitted must include a clear image of the Torani syrup bottle used in your recipe, (collectively your "Recipe Submission"). (Or if you prefer, you can simply embed the photograph and the recipe in the body of the e-mail.)

Entrants will be encouraged to share/promote their Recipe Submissions on their personal blogs and social media account a page, however engaging in any social media promotion of your Recipe Submission is NOT a requirement for entry and will not improve your chances of winning. There is no limit to the number of Recipe Submissions you can enter, providing each Recipe Submission is substantially different from the others. There is a limit of one (1) prize per person per household.

Recipe Submission must include the following:

- Recipe name and a simple/brief description of the recipe.
- A quantified ingredient list which includes at least one (1) Torani flavored syrup.
- Preparation directions and estimated preparation and/or cooking time.
- Number of servings and any serving suggestions.
- <u>Do not</u> include brand names in your ingredient list, UNLESS, it is a Torani product. (However you may reference a specific variety of an ingredient if you like.)
- <u>Do not</u> include the image of any person (other than yourself) or any trademark, brand name or logo, (other than the Torani logo/brand name) in your recipe photograph.
- Your photograph should feature the completed recipe/dish as presented for serving and a clear image of the Torani syrup bottle used in the recipe <u>OR</u> a photograph of yourself using Torani in the recipe preparation process and a clear image of the Torani syrup bottle used in your recipe.
- Your photograph must be in color and should be no larger than 1MB in size.
- Your Recipe Submission: (a) must be totally original; (b) not have been previously published or appear anywhere else and (c) cannot contain any third party copyrighted or proprietary material or otherwise infringe on the intellectual, property or other rights of a third party.

 Recipe Submissions that in Sponsor's sole opinion do not meet any of these requirements will be disqualified.

By entering the Promotion, you (a) agree that you are giving Sponsor and Promotion Entities the right to post your Recipe Submission on its Web site and/or public Web sites and social media websites where it maintains accounts; (b) understand your Recipe Submission may be available for viewing 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 all usage rights to your Recipe Submission to 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. All entries become the property of the Sponsor and will not be acknowledged or returned. All entrant information including e-mail address is subject to the privacy policy of the Sponsor available at http://www.torani.com/privacy.

(4) Prizes -

1st Weekly Drawing Period: Sixteen (16) Mr. Coffee® Iced Tea Maker and two (2) bottles of Torani syrup, Approximate Retail Value ("**ARV**) \$35.

2nd Weekly Drawing Period: Sixteen (16) Mr. Coffee® Steam Espresso Machine and two (2) bottles of Torani syrup,") \$65.

3rd Weekly Drawing Period: Sixteen (16) Mr. Coffee® Café Frappe and two (2) bottles of Torani syrup, ARV \$95.

4th Weekly Drawing Period: Sixteen (16) Mr. Coffee® Café Latte and two (2) bottles of Torani syrup, ARV \$116.

There are a total of sixty-four (64) prizes available with a total ARV of \$4,976. The odds of winning depend upon the number of eligible entries received at the end of the Promotion Period; i.e., if 1,000,000 entries are received the odds of winning are 1:1,000,000.

(5) Prize Awarding – Winners will be randomly selected in drawings conducted per the schedule in Section One of these Official Rules. Potential winners will be contacted the same day of the drawing by the e-mail and/or phone number associated with their entry to confirm prize acceptance and determine an address for the purposes of prize fulfillment ("**Prize Notification**"). Potential winners must respond within five (5) days of Prize Notification with requested information. Non-compliance with any of these requirements will result in disqualification, forfeiture of the prize and the selection of an alternate winner.

Entrants grant Sponsor the right to use and publish (online or otherwise) winner's proper name and State of residence in connection with the Promotion. Acceptance of a prize constitutes permission for Sponsor to use winner's name and likeness solely for advertising and promotional purposes as Sponsor so determines without notice or further compensation, except where prohibited by law. Prize recipient shall not be permitted to (a) replace his/her designated prize with another prize or item, (b) transfer or assign his/her designated prize to another person or (c) receive a cash substitution for the prize. All federal, state, local, and other taxes on prizes are the sole responsibility of the applicable winner. Promotion Entities reserve the right, exercisable at any time in their sole discretion, to substitute a prize of equal or greater value. Any costs associated with prize acceptance and use not specified herein as being provided, is the winner's sole responsibility.

- **(6) General:** 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 either the entry period, 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. In the event a dispute arises as to the identity of a potentially winning entrant, entries will be declared made by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, on-line service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigned e-mail addresses for the domain associated with the submitted e-mail address.
- (7) 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 does not incorporate or include anything that is owned by any third party or would require the consent of any third party and your Entry 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 Promotion Entry 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 Web sites or in any of its advertising and/or products without any compensation. The rights granted under this paragraph shall extend to Sponsor, and its affiliated companies with respect to all entries and all other submitted materials related to the Promotion, including those submitted by non-winners and winners.

(8) Release of Liability and Issues of Law: By participating all entrants release the Sponsor, its affiliates, partners, subsidiaries, 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 the Sponsor, its affiliates, partners, subsidiaries, 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. The Sponsor, its affiliates, partners, subsidiaries, 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.

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.

(9) Information about the Winners: Winners will be announced at www.facebook.com/I.Like.Torani and twitter.com/torani throughout the Overall Promotion Period as they are confirmed. To request a winners list by mail send a hand addressed, postage affixed envelope for receipt no later than December 10, 2012 to: Torani Holiday Cheers Recipe Contest Winners List, PO Box 12055, Scottsdale, AZ 85267-2055.

(10) Sponsor:

R. Torre & Co. ("Torani") 233 East Harris Avenue So. San Francisco, CA 94080

(11) Promotion Administrator:

Extra Mile Marketing 16611 N. 91st Street, STE 106 Scottsdale, AZ 85260-1523