

Hidden Valley Ranch Night! Recipe Contest Official Rules

A PURCHASE IS NECESSARY TO ENTER THIS CONTEST. YOU MUST PURCHASE AT LEAST ONE (1) HIDDEN VALLEY® RANCH SEASONING PACKET/SHAKER (THE “SEASONING”) WHICH HAS A \$1.88 (PER PACKET) / \$8.99 (PER SHAKER) MANUFACTURER’S SUGGESTED RETAIL PRICE (“MSRP”) IN ORDER TO COMPETE FOR A PRIZE. ENTRANTS MAY, BUT ARE NOT REQUIRED TO, PURCHASE OTHER HIDDEN VALLEY® RANCH PRODUCTS TO USE IN THEIR CONTEST SUBMISSION BUT THE MAXIMUM AMOUNT YOU MAY SPEND ON THE SPONSOR’S PRODUCTS IS \$8.99.

Overview: Hidden Valley Ranch Night! Recipe Contest (the “Contest”) is a “Recipe and Video Contest” where you will be required to purchase and use at least one (1) Hidden Valley® Ranch Seasoning shaker or packet (again, the “Seasoning”) within an originally created recipe (the “Recipe”). The qualifying Seasoning flavor options include: original or buttermilk. You may purchase your Seasoning prior to or during the Contest Period. Then you must formulate your Recipe that promotes “easy weeknight dishes elevated with Hidden Valley® Ranch Seasoning” (the “Contest Theme”). Recipes that do not include the Seasoning will be disqualified. See Section 5 for additional information on Recipe requirements and what needs to be included in your video portion in order to enter this Contest.

1. Eligibility: The Contest is open only to legal residents of the fifty (50) United States and the District of Columbia (excluding Iowa, Louisiana, Maryland, Arizona and Tennessee), who are at least eighteen (18) years old at the time of entry. Employees of HV Food Products Co., Merkle Inc., and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

2. Sponsor: HV Food Products Co., 1221 Broadway, Oakland, CA, 94612. **Administrator:** Merkle Inc., 3000 Town Center, Floor 21, Southfield, MI 48075.

3. Agreement to Official Rules: Participation in this Contest constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Contest begins on October 29, 2020 at 1:00 p.m. Pacific Time (“PT”) ends on December 14, 2020 at 11:59 p.m. PT **or when five thousand (5,000) Submissions have been received, whichever comes first** (the “Contest Period”). Administrator’s computer is the official time-keeping device for the Contest.

5. How to Enter: During the Contest Period, visit www.ranchnightcontest.com and follow the links and instructions to complete and submit the registration form, including your name and valid email address. Then, select a “Category” for which you would like to enter: “Dinner”; “Appetizer”; “Side”; “Vegetarian”; or “Other”. Finally, follow the directions to upload your written Recipe* and a video (your “Video”) explaining your answers to the following questions about your Recipe:

1. What inspired you to make the dish?
2. How did you use Hidden Valley® Ranch Seasoning?
3. Why is this dish perfect for weeknight dinners?

Your Video may only include yourself. If you include others in the Video, you will be disqualified.

***Recipe Requirements:** The written Recipe must be “easy to execute”. In order to do so, the Recipe must include the following:

1. **A List of Ingredients:** The Recipe may only use up to eight (8) simple, “easily accessible” ingredients, excluding the Seasoning and pantry staples (salt, pepper, oil/butter, onion or garlic). “Simple, easily accessible” ingredients would be defined as ingredients that are easily found in a large supermarket chain and should not include expensive or extravagant ingredients such as caviar, saffron, rose water, etc. Please refrain from listing any brand names except those associated with Hidden Valley® Ranch or Sponsor.
2. **Step-by-Step Instructions:** The Recipe must only include up to four (4) steps; each step may not be more than two (2) sentences.
3. **Estimated Preparation Time and Total Time from Start to Finish:** The Recipe may only include up to fifteen (15) minutes of preparation time; up to sixty (60) minutes of total time and you may not use/require a slow cooker.

Your Video and Recipe collectively referred to as your submission (“Submission”). By uploading your Submission, you agree that it conforms to the guidelines, permissions, and content restrictions below and that Sponsor, in its sole discretion, may disqualify you if it believes that it fails to conform. Where your Submission meets all requirements, your Submission will be deemed one (1) Contest entry.

Guidelines:

- The Video portion of the Submission must be in .MOV, .MPEG4, .MP4, .AVI, .WMV, .MPEGPS, .FLV, WebM, DNxHR, ProRes, CineForm, or HEVC (h265) format;
- The Video portion of the Submission must not exceed sixty (60) seconds;
- The Recipe portion of the Submission: The “Recipe Ingredients” portion must not exceed one hundred (100) words and the “Recipe Directions” portion must not exceed three hundred (300) words; and
- The Submission must be in English.

Content Restrictions:

- The Submission must be your original work;
- The Submission must not convey any claims of Sponsor’s products or services that would be deemed unsubstantiated or deceptive if made by Sponsor;
- The Submission must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement and therefore must not prominently feature brand names or trademarks other than those owned by Sponsor;
- The Submission must not contain content created by a third party, such as images or artwork;
- The Submission must not disparage Sponsor, or any other person or party;
- The Submission must not contain material that is inappropriate, offensive, indecent, obscene, sexually explicit, tortious, defamatory, slanderous or libelous;
- Your Submission must not make references to or include: alcohol, illegal drugs, tobacco, or firearms/weapons, any activities that are or appear to be dangerous, or any political agenda;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- The Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

Limit: Each entrant may upload one (1) Submission per Category during the Contest Period. Submissions received from any person or email address in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. In the event of a dispute as to any Submission, the authorized account holder of the email address used to register will be deemed to be the entrant and must comply with these Official Rules. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for

assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder. Released Parties (as defined in Section 10, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Submissions; all of which will be void.

6. Sponsor's Use of Submissions: Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

7. Winner Determination: A panel of qualified judges, determined by Sponsor in its sole discretion, will select the five (5) entrants, one (1) per Category, with the highest-scoring Submissions ("Winners"), based on the following Judging Criteria:

- Fit to Contest Theme (34%);
Of "Promoting easy weeknight dishes elevated with Hidden Valley® Ranch Seasoning"
- Ease of Recipe (33%); and
- Quality of Video (33%)
Meaning: the Video is clear, not blurry; the entrant is easy to understand, speaks clearly, audibly and articulate.

Where individuals have submitted the same or similar Recipe, for the applicable Category, their score will differ based on the judging of the Video. Subject to the entrants' compliance with these Official Rules, the entrant whose Submission receives the highest score, regardless of Category, will be deemed the potential Grand Prize winner. In the event of a tie, regardless of Category, the entrant whose Submission received the highest score for "Fit to Contest Theme," as determined by the qualified judges in their sole discretion, will be deemed the potential Grand Prize winner from amongst the tied entrants. In the event of a yet another tie, regardless of Category, the entrant whose Submission received the higher score in the "Ease of Recipe," as determined by the qualified judges in their sole discretion, will be deemed the potential Grand Prize winner. If there is still a tie, the entrant within a Category, whose Submission was submitted first in the Contest, will be deemed the potential winner. Then, when the Grand Prize winner is confirmed (subject to Section 8 below), one (1) entrant for each of the remaining Categories, four (4) total entrants, will be deemed the potential First Prize winners. In the event of a tie within a Category, the entrant whose Submission received the highest score for "Fit to Contest Theme," as determined by the qualified judges in their sole discretion, will be deemed the applicable potential winner from amongst the tied entrants. In the event of a yet another tie within a Category, the entrant whose Submission received the higher score in the "Ease of Recipe," as determined by the qualified judges in their sole discretion, will be deemed the potential winner. If there is still a tie, the entrant within a Category, whose Submission was submitted first in the Contest, will be deemed the potential winner. Sponsor reserves the right to select fewer than the stated number of winners, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions as well as if it does not receive a sufficient number of eligible and qualified Submissions for each Category. Sponsor will not disclose judging scores.

8. Winner Requirements: The potential Grand Prize winner will be notified by email or phone on or around January 8, 2021. The potential Grand Prize winner (parent/legal guardian if a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release ("Declaration") and a personal headshot image, which must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. Once the Grand Prize winner is confirmed, the potential First Prize winners will be notified by email or phone on or around January 13, 2021 and will be required to provide full contact information to confirm eligibility and for prize fulfillment purposes as well as a personal headshot image within five (5) days of the date notice or attempted notice is sent, in order to the claim the prize offered. If a potential winner cannot be contacted, fails to execute and return the Declaration or provide any other requested information, within the required time period, does not comply with these Official Rules, or if prize is returned as undeliverable, potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be

awarded to a runner-up, if any, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain un-awarded.

9. Prizes: ONE (1) GRAND PRIZE: Winner will receive one (1) \$5,000.00 check, one (1) autographed copy of Bobby Flay's "Bobby at Home: Fearless Flavors From My Kitchen: A Cookbook" cookbook and one (1) Hidden Valley® Ranch seasoning product. Winner and his/her/their winning Submission will also be featured on hiddenvalley.com/ranch-night/. Approximate Retail Value ("ARV"): \$5,039.50.

FOUR (4) FIRST PRIZES: Each winner will receive one (1) autographed copy of Bobby Flay's "Bobby at Home: Fearless Flavors From My Kitchen: A Cookbook" cookbook and one (1) Hidden Valley® Ranch seasoning product. Each winner and his/her/their winning Submission will also be featured on hiddenvalley.com/ranch-night/. ARV: \$39.50.

For All Prizes: Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize (or a component thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) prize per person, even if an entrant entered into more than one (1) Category. Prizes will be fulfilled 8 – 10 weeks after the end of the Contest.

10. Release: By receipt of any prize, each winner agrees to release and hold harmless the Sponsor, Administrator, and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

11. Publicity Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, Submission, and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

12. Ownership of Submission: Each winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each winner will indemnify Sponsor, Released Parties, and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

13. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest if any fraud, technical failures, human error, any other factor impairs the integrity or proper functioning of the Contest, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Contest, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible entries received up to time of such action using the judging procedure outlined above. Sponsor may also modify the prizes offered. In addition, Sponsor reserves the right to disqualify any individual it finds to be tampering with the Entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Entries. 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 and other remedies (including attorneys' fees) 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.

14. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of 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 any unauthorized third-party use of any Submission.

15. Disputes: Except where prohibited, each entrant agrees that: (1) 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 exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) 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 (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

16. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy <https://www.thecloroxcompany.com/privacy/>.

17. Winner List: For a winner list, visit <https://bit.ly/3mnfjRO>. The winner list will be posted after winner confirmation is complete.

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