

## **BERTOLLI® HOLIDAY BAKING SWEEPSTAKES**

### **OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.**

The Bertolli® Holiday Baking Sweepstakes ("Sweepstakes") is sponsored by Deoleo USA, Inc. ("Sponsor"), 10700 North Freeway, Suite 800 Houston, TX 77037, and is administered by Prize Logic, LLC ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI USA 48033.

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins at or about 12:00 PM Eastern Time ("ET") on October 5, 2015 and ends at 11:59:59 PM ET on December 31, 2015 ("Sweepstakes Period"). The Administrator's computer is the Sweepstakes official clock.
- 2. ELIGIBILITY:** This Sweepstakes is offered only to legal U.S. residents of 50 United States of America and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees, directors, officers, and agents of Sponsor, Administrator, and each of their respective parent companies, divisions, dealers, affiliates, subsidiaries, distributors, advertising and promotional agencies and suppliers involved in the Sweepstakes ("Sweepstakes Entities"), as well as the members of each of their immediate families (spouse, parents, children, siblings, and in-laws) and persons residing in the same household as such individuals are not eligible to enter or win. Void where prohibited or restricted by law.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Sweepstakes.

- 3. HOW TO ENTER THE SWEEPSTAKES: HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, there are two (2) ways to enter:
  - A. Text Message:** Using an SMS-enabled mobile device, an entrant must send a text message to the short code "87963" ("Short Code") stating the keyword "BAKE" or "MIX" (collective, the "Keyword"). Once the text message is received, the entrant will receive a text message from the Sponsor and the entrant must respond with his/her date of birth, which will act as their agreement to these Official Rules. If the entrant has a valid date of birth to participate in this Sweepstakes, the entrant will then be sent a reply text message and can opt-in to receive future marketing materials from the Sponsor. See Section 6 ("How to Claim the Prize") regarding how potential winners will be notified. All Text Message Entries must be received by Sponsor or its authorized designee by 11:59:59 PM ET on December 31, 2015. NOTE: Proof of text message submission does not constitute proof of delivery or receipt of the text message.

**IMPORTANT: Message and data rates may apply for each text message sent or received.** Not all mobile telephone providers carry the service necessary to participate in this Sweepstakes. Entrants should consult their wireless provider's pricing plans. An entrant may, at any time, choose to stop participating in this Sweepstakes by sending an opt-out text message stating "STOP BAKE" to the Short Code. If an entrant sends an opt-out text message, he/she will be sent a reply text message, which will confirm that he/she

has been unsubscribed and will receive no further text messages. For help, text the word "HELP BAKE" to the Short Code. Each Text Message Entry must be manually key-stroked/entered by the entrant.

- B. Mail-In Entry:** An eligible entrant may hand-write his/her complete name (no initials), valid e-mail address, street address (P.O. Boxes not accepted), city, state, ZIP code, telephone number, the Keyword, and date of birth (MM/DD/YYYY) on a 3½"x5" card ("Mail-In Entry") and mail it with sufficient postage to: Bertolli Holiday Baking Sweepstakes, P.O. Box 410, Southfield, MI 48037. All Mail-In Entries must be postmarked no later than December 31, 2015, and received on or before January 7, 2016, in order to be eligible.

Mail-In Entries must be legibly hand-written and signed by entrant. Mechanical reproductions, postage-due, Mail-In Entries mailed in an envelope or sent in excess of the entry limits set forth below will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and not valid entries.

**Entry Limit:** Regardless of the method of entry, there is a limit of one (1) entry per person per day during the entire Sweepstakes Period. If more than one (1) entry is received from the same person, and/or telephone number, only the first entry received may be considered valid. A "day" is defined as starting at 12:00 AM (midnight) ET and ending at 11:59:59 PM ET on a calendar day during the Sweepstakes Period, except on October 5, 2015 when a day is defined as starting at 12:00 PM ET and ending at 11:59:59 PM ET.

- 4. RANDOM DRAWINGS:** On or about January 8, 2016, the Administrator will randomly select fifteen (15) potential "Grand Prize" winners and sixty (60) "First Prize" winners from all eligible entries received during the Sweepstakes Period. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

**5. PRIZES, APPROXIMATE RETAIL VALUE ("ARV") AND ODDS OF WINNING:**

**A. Grand Prize (15):** Each "Grand Prize" is a Kitchen-Aid® Mixer. Each Grand Prize has an ARV of \$350.00. The ARV of all Grand Prizes is \$5,250.00.

**B. First Prize (60):** Each "First Prize" is a prize package consisting of a KitchenAid Black piece Kitchen Tool & Gadget Set. Each First Prize has an ARV of \$33.99. The ARV of all First Prizes is \$2,039.40.

**C. Total ARV:** The total ARV of all available First Prize and Grand Prizes (collectively, "Prizes") in the Sweepstakes is \$7,289.40.

**D. Odds of Winning:** The odds of winning a Prize depends on the total number of eligible Entries received during the Sweepstakes Period.

**E. General:** In no event will more than fifteen (15) Grand Prizes and sixty (60) First Prizes be awarded. If, for any reason, more Prize notifications are sent (or more claims are received), Sponsor reserves the right to award the intended number of Prizes through a random drawing from among all eligible Prize claims received. Limit of one (1) Prize per person/household. No Prize substitution or exchange will be allowed, except by Sponsor,

who reserves the right to substitute a prize of equal or greater value in case of unavailability of a Prize or force majeure. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. The Sweepstakes Entities shall not be held responsible for any delays in awarding a Prize for any reason. If, after a good-faith attempt, Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded.

**6. HOW TO CLAIM A PRIZE:** Each potential winner is subject to verification of eligibility and compliance with these Official Rules. Each potential winner will be notified by e-mail or text message (based on how they originally entered the Sweepstakes) after January 8, 2016 with instructions on how to claim the Prize. Each potential winner who entered via the Text Message Entry will be directed to a redemption website online where he/she must provide his/her complete first and last name, street address (P.O. Boxes are not permitted), city, State, Zip Code and date of birth within seven (7) days from the date that the notification e-mail is sent. Upon verification of eligibility, the Prize will be mailed to the winner at the physical address provided during winner verification (or at the time of entry if the potential winner entered via the Mail-In Entry). Approximately 6 to 8 weeks after the potential winners have been confirmed, Sponsor or an agent of the Sponsor will send each Prize to the winner at the street address provided by the winner in response to the notification e-mail. The Sweepstakes Entities shall not be held responsible for any delays in awarding the Prize for any reason. If the potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept the Prize, or any winner notification is returned as undeliverable or the potential winner fails to respond to the winner notification within the timeframe specified in such winner notification, the Prize may be forfeited. If the Prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Sponsor's sole and absolute discretion, selected at random from the remaining pool of eligible entries received during the Sweepstakes Period, time permitting. If, after a good-faith attempt, Sponsor is unable to award or deliver the Prize, the Prize may not be re-awarded. Prize is not transferable and includes only the items specifically listed as part of the Prize. Any portion of Prize not accepted by winner will be forfeited. The winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any Prize won. Approximate retail values are as of the time these Official Rules were printed and the value of a Prize may fluctuate. The winner is not entitled to any difference between the ARV and the actual value of the Prize at the time the Prize is awarded. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. The Prize will only be awarded to a verified winner.

**7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, Entrants agree that the Sweepstakes Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications, telephone calls, or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the

Sweepstakes; (vii) any injury or damage, whether personal or property, to Entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a Prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any undelivered telephone calls, messages or e-mails, including without limitation, e-mails that are not received because of an Entrant's privacy or spam filter settings that may divert any winner notification or other Sweepstakes related e-mail to a spam or junk folder.

By entering the Sweepstakes, each Entrant agrees: (i) to be bound by these Official Rules, including Entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the Entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by Entrant.

If, for any reason, the Sweepstakes is not capable of running as planned, or the integrity and or feasibility of the Sweepstakes is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of winners in a manner it deems fair and reasonable, including the selection of winners from among eligible entries received prior to such cancellation, termination, modification or suspension without any further obligation provided a sufficient number of eligible entries are received.

Without limiting the foregoing, everything regarding this Sweepstakes, including the Prizes, 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.

**8. DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN OAKLAND COUNTY, MICHIGAN. IF THE**

CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN . ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

9. **PRIVACY POLICY:** Any personally identifiable information collected during an Entrant's participation in the Sweepstakes will be collected by Sponsor or its designee and used by Sponsor, its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and in Sponsor's privacy policy at <http://www.villabertolli.com/privacy-policy>.
10. **PUBLICITY RIGHTS:** By participating in the Sweepstakes and/or accepting a Prize, each Entrant agrees to allow Sponsor and Sponsor's designee the perpetual right to use his/her name, biographical information, photos and likeness, voice recording, video images and all related footage, and statements for Sweepstakes, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered worldwide, including but not limited to television (including live television), radio, and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
11. **GENERAL:** This Sweepstakes is subject to all federal, state and local laws and regulations. Winning a Prize is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Sweepstakes other than as described herein is void and will result in disqualification, and if such person is selected as a potential winner, revocation of his/her Prize. If it is discovered or suspected that a person has registered, entered or attempted to register or receive entries using multiple e-mail addresses, identities, IP addresses, or use of proxy servers or like methods, all of that person's entries will be declared null and void and that person will not be awarded any Prize that he/she might have been entitled to receive and such Prize may be forfeited at the Sponsor's sole and absolute discretion. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Sweepstakes. Any use of robotic, automatic, macro, programmed, third-party or like methods

to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity of an Entrant, the Entry will be declared made by the primary account holder of the e-mail account associated with the Twitter handle used to enter the Sweepstakes. Potential winners may be required to show proof of being the primary account holder. The "primary account holder" is the natural person listed as the primary owner of the e-mail address by an e-mail service provided. If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or any Prize documents will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and the Sweepstakes details contained in any Sweepstakes promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

**12. WINNERS LIST:** To obtain a list of the names of the winners, mail a self-addressed, stamped business-sized envelope to: Bertolli® Holiday Baking Sweepstakes - Winners List Request, P.O. Box 410, Southfield, MI 48037. Winners List requests must be received March 11, 2016.

**Sponsor:** Deoleo USA, Inc., 10700 North Freeway, Suite 800, Houston, TX 77037.