Oregon/Washington State 2023 CannedBeans.org Recipe Contest Detailed Rules

- 1. Eligibility. The Recipe Contest (the "Contest") is open only to those who are members of the Washington Academy of Nutrition and Dietetics or the Oregon Academy of Nutrition and Dietetics and who are 21 years or older as of the date of entry. The Contest is void where prohibited by law. Employees of Bush Brothers & Company ("Sponsor"), their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state and local laws and regulations. Void where prohibited.
- 2. Agreement to Rules: By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Sponsor as final and binding as it relates to the content. The Contest is subject to all applicable federal, state and local laws.
- **3. Contest Period:** Entries will be accepted online starting on or about January 9, 2023 and ending February 24, 2023 at 11:59PM Pacific Standard Time.
- 4. How to Enter: The Contest must be entered by submitting an entry using the downloaded template available on the Oregon and Washington State websites. The entry must fulfill all Contest requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Sponsor.
- 5. Prizes: No purchase necessary. Bush's Best will award one grand prize winner \$1,000 and two runners up \$500 each. The prize is non-transferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. Acceptance of prize constitutes permission for Sponsor to use winner's recipe in advertising and publicity without further compensation, unless prohibited by law.
- 6. Winner selection and notification: Up to ten finalists will be selected by the sponsor by or before March 6, 2023. Entries will be evaluated on the following criteria, weighted evenly: (a) Versatility, (b) Innovative use of canned beans and (c) Adherence to entry criteria. Finalist entries will be tested by judges appointed by the Oregon and Washington State Academies of Nutrition and Dietetics between March 8 and 15, 2023, based on the following criteria, evenly weighted (a) Taste/texture/overall flavor, (b) Visual appeal (c) Recipe creativity and (d) Overall appeal of recipe. Winners will be notified via email to the email address they entered the Contest with within ten (10) days following the winner selection.
- 7. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected. The receipt by winner of the prize offered in this Contest is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

- 8. Rights Granted by you: By entering this contest you understand that Sponsor will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.
- 9. Limitation of Liability: By entering you agree to release and hold harmless Sponsor and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.
- 10. Disputes: As a condition of participating in this Contest, participant agrees that any and all disputes which cannot be resolved between the parties and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Illinois having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Contest), and participant further waives all rights to have damages multiplied or increased.
- Winners List: To obtain a copy of the winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to Steve Savell, Bush's Best, 1016 E. Weisgarber Road, Knoxville, TN 37909. Requests must be received no later than March 31, 2023.
- **12. Sponsor**: The Sponsor of the Contest is Bush's Best, 1016 E. Weisgarber Road, Knoxville, TN 37909.