

Chicken of the Sea®
The Best of the Sea Recipe Challenge
A World Tuna Day Contest
Official Rules

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

This promotion is in no way sponsored, endorsed or administered by or associated with Facebook®. You understand that you are providing your information to Chicken of the Sea International and not to Facebook. Any questions, comments or complaints regarding the Promotion must be directed to the Sponsor and not to Facebook.

Sponsor: Chicken of the Sea International, PO Box 85568, San Diego, CA 92186

Promotion Administrator: Extra Mile Marketing, 9443 E. Conquistadores Drive, Scottsdale, AZ 85255-4344

1) Promotion Description: Chicken of the Sea International (the "**Sponsor**") is offering the "The Best of the Sea Recipe Challenge" (the "**Promotion**") and will determine winners and award prizes via a combination of random drawings, the decisions of a judging panel and user voting. The Promotion begins April 3, 2017 at 12:00:01 AM Pacific Time ("**PT**") and ends at 11:59:59 PM PT on April 28, 2017 ("**Promotion Period**"). Within the overall Promotion Period, the promotion will be conducted in the following phases:

- a. Recipe Submission Period: Begins April 3, 2017 at 12:00:01 AM PT and ends April 22, 2017 at 11:59:59 PM PT ("**Recipe Submission Period**"). During the Recipe Submission Period, fifteen (15) daily drawings ("**Daily Drawings**") will be conducted in which one (1) individual (per Daily Drawing) who submitted a recipe will be randomly selected to win a \$50 VISA® Gift Card. The Daily Drawings will be conducted on the following days during the Recipe Submission Period: April 3 – April 7, 2017, April 10-14, 2017 and April 17-21, 2017. Recipe Submissions are eligible for the Daily Drawing Periods in which they are received and will be "rolled forward" for inclusion in any subsequent Daily Drawings. There is a limit of one (1) Daily Drawing Prize per person.
- b. Judging Period: At the conclusion of the Recipe Submission Period, the Sponsor's judging panel will determine twenty-five (25) finalists ("**Finalists**") on the basis of "most appealing/interesting" recipe submitted. The Finalists will advance to the user voting period.
- c. User Voting Period: Begins April 24, 2017 at 12:00:01 AM PT and ends April 28, 2017 at 11:59:59 PM PT ("**User Voting Period**"). At the end of the User Voting Period the eight (8) Recipe Submissions receiving the greatest number of votes will be determined as the recipe contest winners ("**Recipe Contest Winners**"). In the event of a tie at any level, the Sponsor's judging panel will determine the final eight (8) Recipe Contest Winners. Each of the Recipe Contest Winners will receive a \$100 VISA® Gift Card as well as having their Recipe Submissions featured in the Chicken of the Sea "World Tuna Day Menu" which will be published online on or about 5/2/17.
- d. Grand Prize Drawing: Each of the eight (8) Contest Winners will be eligible for inclusion in the final Grand Prize Drawing. On or about May 1, 2017, a random drawing will be conducted to select one (1) Grand Prize Winner of a trip for two to Fiji.

2) Eligibility: The Promotion is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age at time of participation (except Alabama and Nebraska residents must be at least 19 years of age and Mississippi residents must be at least 21 years of age at time of participation). Employees, officers and directors of Sponsor, Promotion Administrator, its advertising, promotional, fulfillment and marketing agencies (collectively the "**Promotion Entities**"), their immediate families (parent, grandparent, 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 possessions and overseas military installations 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 Promotion (Recipe Submission as well as User Voting) is available at www.facebook.com/ChickenoftheSea and www.ChickenoftheSea.com ("**Promotion Sites**").

To enter the Promotion – Submit your favorite tuna recipe at a Promotion Site by providing a brief description of the recipe as well as a picture of the finished/prepared dish. There is no limit to the number of Recipe Submissions you

submit, however each must be unique and completely different from any earlier Recipe Submission you have made. Complete the registration form to include your first/last name and email address.

To vote in the Promotion – During the User Voting Period visit either of the Promotion Sites to review the twenty-five (25) Finalists and then cast your vote for your favorite Recipe Submission. There is a limit of one (1) vote per person per IP address per day. A day is defined as any twenty-four (24) period beginning at 12:00:01 AM PT and ending at 11:59:59 PM PT during the User Voting Period.

Any Promotion activity you engage in at www.facebook.com/ChickenoftheSea must be in accordance with Facebook Terms of Service at <https://www.facebook.com/legal/terms>. Creation of false accounts on Facebook is prohibited. Message, data rates or other charges may apply (if you participate via your mobile device); check your mobile plan for rates and details. Participation may not be available on all carriers. In the event of a dispute as to any Recipe Submission made on Facebook, the authorized account holder of the Facebook account used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned the account by the online service provider or other organization responsible for assigning the accounts. You may be required to show proof of being an authorized account holder.

By submitting your Recipe Submission, you agree that it conforms to these Official Rules and that Sponsor, in its sole discretion, may disqualify your Recipe Submission for any reason at any time, including if it determines, in its sole discretion, that it fails to conform to these Official Rules in any way or otherwise contains unacceptable content as determined by Sponsor, in its sole discretion.

In Sponsor's sole opinion, Recipe Submissions which do not meet any of these requirements and/or which Sponsor deems in its sole discretion is negative, offensive or controversial in any way will be disqualified and removed from the Promotion. Without in any way limiting, expanding or amending the Terms of Service at <http://chickenofthesea.com/privacy> or Facebook.com, which shall remain in full force and effect, if Sponsor is duly notified that any element of a Recipe Submission infringes upon the rights of another person and/or receives a legally valid request to remove or invalidate the affected Recipe Submission because of such infringement, such Recipe Submission will be removed and disqualified from the Promotion, as Sponsor may determine in its sole discretion.

Recipe Submissions must comply with the following requirements:

- a. The Recipe Submission may not contain any content that is lewd, obscene, sexually explicit, pornographic or contains nudity, disparaging, defamatory, derogatory toward any ethnic, racial, gender, religious, professional or age group, libelous, obscene, or that otherwise contains inappropriate content or objectionable material as determined by Sponsor in its sole and unfettered discretion.
- b. The Recipe Submission must not promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), promote any activities that may appear unsafe or dangerous or promote any particular political agenda or message.
- c. The Recipe Submission must not defame, misrepresent or contain disparaging remarks about Sponsor, other people or companies.
- d. The Recipe Submission must not infringe the copyright, trademark, privacy, publicity, or other intellectual rights of any person or entity, including, without limitation, copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media).
- e. No photos of individuals may be included in the Recipe Submission.
- f. The Recipe Submission must not contain any personally identifiable information of any person other than the Entrant, such as license plate numbers, personal names, e-mail addresses or street addresses.
- g. The Recipe Submission may not identify any commercial content, including, without limitation, any trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors), except for those owned by Sponsor, which must be used in compliance with these Official Rules.
- h. The Recipe Submission must not contain materials embodying the names, likenesses, voices, or other indicia identifying any person, other than the Entrant.
- i. The Recipe Submission must not communicate messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate.
- j. The Recipe Submission must not violate any law.

4) Prizes –

- Daily Winners - A total of fifteen (15) Daily Winners will be randomly selected from Recipe Submissions and each will receive a \$50 VISA® Gift Card, Approximate Retail Value ("**ARV**") \$50.
- Recipe Contest Winners – A total of eight (8) winners will be determined via the decisions of the Sponsor's judging panel and each will receive a \$100 VISA® Gift Card.
- Grand Prize Drawing - One (1) of the Recipe Contest Winners will be randomly selected to receive a trip for two (2) people to Nadi, Fiji ("**Fiji Trip Prize**") ARV \$4,866. The Fiji Trip Prize consists of round-trip coach airfare for two (2) people from the major metropolitan airport closest to the winner's home (as determined by the Sponsor) to Nadi, Fiji, five (5) nights hotel accommodation based on double occupancy at the Sofitel Fiji Resort and Spa (or similar property), private standard car transportation to/from the Nadi airport and the resort, an all-inclusive Tivua Island Day Cruise for two (2) people, and one (1) \$500 travel allowance paid by check.

Winner's traveling companion must be 18 years of age or older and winner and traveling companion must travel on the same itinerary. The Fiji Trip Prize does not include transportation to/from the residence of the winner and his/her travel companions to airport of departure/return, hotel parking surcharges, excursions, additional meals, snacks, beverages, gratuities, accident, baggage or trip cancellation insurance, personal expenses such as laundry, phone calls, premium services or any other amenity or service not specifically mentioned in the above description. Sponsor reserves the right to change or to substitute any portion of the Fiji Trip Prize components with items of equal or greater value, not to exceed a total ARV of \$4,866. Travel must be booked by Sponsor's designated agent a minimum of thirty (30) days in advance of desired departure and must be completed by April 30, 2018; travel restrictions and black-out dates apply. Once travel components have been purchased, no change, extension or substitution of travel dates is permitted. Photo identification and credit card or cash deposit may be required upon cruise booking for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided in the prize). If Fiji Trip Prize winner elects to travel or partake in the Fiji Trip Prize with no travel companion no additional compensation will be awarded. Actual retail value of the Fiji Trip Prize will depend upon date of travel and departing airport for the winner and his/her travel companion. Air transportation and cruise must be taken together and cannot be taken separately. No changes will be made to travel details once any element(s) of the travel arrangements have been booked except at Sponsor's sole discretion. All airline tickets issued in conjunction with the Fiji Trip Prize are not eligible for frequent flyer miles or any other promotional benefit. No code-share flights, one-way trips or upgrades allowed. Fiji Trip Prize winner is solely responsible for any and all excess baggage charges, upgrades, taxes and any other charges incurred after or in connection with the issuance of airline tickets. Sponsor or its designee will not replace any lost or stolen tickets, travel vouchers or certificates or similar items once they are in the Fiji Trip Prize winner's possession, or in the possession of the Fiji Trip Prize winner's travel companion. Fiji Trip Prize travel is subject to capacity controls, availability and certain other restrictions, which may include a Saturday night stay, all of which are subject to change. Unless otherwise necessitated by prize provider, no stopovers are permitted on tickets issued as the Fiji Trip Prize; if a stopover otherwise occurs, the Fiji Trip Prize will terminate and full fare will be charged from the stopover point for the remaining trip segment(s), including the return. Any unclaimed and/or unused Fiji Trip Prize travel package elements will be forfeited by the Fiji Trip Prize winner and will remain the property of Sponsor.

Prizes Awarded by Random Winner Selection: There are a total of sixteen (16) prizes with a total value of \$5,616 which will be awarded in random drawings. The odds of winning depend upon the entries received in each of the respective drawings.

Contest Prizes Awarded on the Basis of Judging: There are a total of eight (8) awarded based on the decisions of the judging panel with a total value of contest prizes of \$800.

The total value of all prizes in the Promotion is \$6,416. All federal, state and other taxes on prizes are solely the responsibility of the applicable winner. There are no prize substitutions or options available. 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 solely the Winner's responsibility.

5) Winner Selection/Confirmation:

Gift Card Winners - Potential winners of the VISA® Gift Cards ("**Potential Gift Card Winners**") will be contacted within two (2) business days of each Daily Drawing or the conclusion of Sponsor judging at the e-mail address provided his/her Recipe Submission ("**Prize Notification email**") and provided with a Prize Claim Document ("**PCD**").

The PCD must be completed and returned to Sponsor within five (5) days of the date indicated on the Prize Notification email.

Grand Prize Winner – Potential Fiji Trip Prize winner ("**Fiji Trip Prize Winner**") will be randomly selected in a drawing conducted on or about May 1, 2017. Potential Fiji Trip Prize winner will be contacted within two (2) business days of the drawing by the email address associated with his/her Recipe Submission ("**Prize Notification**") and will be required to satisfactorily complete and return an Affidavit of Eligibility and a Liability/Publicity Release (unless prohibited by law) and a W-9, (collectively "**Affidavit**"). The Affidavit must be returned within seven (7) days of provision of the document. In completing the Affidavit the potential winner will be required to provide his/her social security or tax ID number, which will be used solely for the purposes of Sponsor's legal compliance in filing U.S. Tax Form MISC-1099. Potential winner will also be required to send a copy of his/her passport, driver's license, birth certificate or other appropriate documentation (acceptable to Sponsor) as proof of age and residency. Non-compliance with any of these requirements will result in disqualification, forfeiture of the prize and the selection of an alternate winner. Return of Prize Notification and/or the Affidavit as undeliverable will result in disqualification, forfeiture of the prize and the selection of an alternate winner. Winner's traveling companion will be required to sign and return a Liability Release/Publicity Release/Proof of Age document prior to travel. Sponsor has no obligation for compensation or reimbursement of any kind if the verified Fiji Trip Prize winner has accepted the Fiji Trip Prize, travel arrangements have been purchased and Fiji Trip Prize winner (and/or his/her traveling companion) cannot take or complete the Fiji Trip Prize Trip for any reason.

Entrants agree that the decisions of the Sponsor are final and binding. Failure to comply with any of these provisions will result in disqualification and forfeiture of the prize. Return of Prize Notification or prize as undeliverable for any reason will result in disqualification and forfeiture of the prize. Entrants agree that the decisions of the Sponsor are final and binding. A Potential Winner is not an official winner ("**Winner**") until his/her eligibility has been verified and Potential Winner has been notified that verification is complete. NOTE: Up to three (3) attempts will be made to award each of Gift Card prizes; if any Gift Card prize is unclaimed after three attempts to confirm a winner it will be unclaimed. Unclaimed prizes will not be awarded.

6) Data Collection –By entering the Promotion, you agree to all of the terms and conditions of Sponsor's Privacy Policy, which is available at <http://chickenofthesea.com/privacy.aspx>.

7) General - By entering this Promotion, all entrants agree to comply with these Official Rules. By accepting a prize winner agrees that (except where prohibited by law) Sponsor may use winner's name, Recipe Submission, biographical material voice and likeness in perpetuity for advertising and promotional purpose in any kind of medium now know or hereafter developed without further compensation or notification to or permission from such winner or any other third party. 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 the Promotion 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, postpone or modify the Promotion, without liability and to the extent feasible, and will select Official Winners and award prizes from among eligible Entries received prior to cancellation or modification via random drawing. 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. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the Recipe Submission process or the operation of the Promotion or web site. Sponsor may prohibit an entrant from participating in the Promotion or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick Recipe Submission programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

8) License/Use of Entries - By submitting an Recipe Submission to enter the Promotion, and to the extent allowed by law, you grant the Released Parties a perpetual, worldwide, royalty-free, non-exclusive, sub-licensable, unconditional and transferable license to edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, adapt, exhibit and/or otherwise use or reuse your Recipe Submission, name, photo, profile picture, and biographical material including, but not limited to, all materials submitted in connection with the Promotion in any and all media now or known or hereafter developed, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to entrant or any third party.

9) Release of Liability and Issues of Law: By participating you release the Sponsor, Facebook, their affiliates, partners, subsidiaries, officers, directors, agents, employees and all Promotion Entities associated with the development and execution of this Promotion and their respective employees, officers, directors and shareholders ("**Released Parties**") from any and all liability with respect to and in any way arising from participating in this Promotion or acceptance or use of prizes.

You also agree that the Released Parties are not responsible or liable for any injury or damage to your or third person's computer system related to or resulting from you entering the Promotion or the downloading of any materials associated with the Promotion (including, without limitation, any server failure or lost, delayed or corrupted data or other malfunction), either directly or indirectly.

You agree that Released Parties shall not be liable for personal injuries, death, damages, expenses, costs or losses of any kind resulting from your participation or inability to participate in this Promotion or parts thereof or acceptance of, use of or inability to use a prize or parts thereof including, without limitation, claims, suits, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. Official Winners agree to release the Released Parties from any and all liability and responsibility with respect to the prize (including any property loss, damage, personal injury or death). Official Winners acknowledge the Promotion Entities have neither made nor are in any manner responsible for any warranty, representation or guarantee, expressed or implied, in fact or in law, related to the prize.

Released Parties shall not be liable for failure to supply a prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Released Parties' sole control.

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. BY PARTICIPATING IN THIS PROMOTION YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS. The Promotion is void where restricted or prohibited by law.

10) Winners List: To request a list of all winners by mail send a hand self-addressed, return postage affixed envelope for receipt no later than May 15, 2017 to: Chicken of the Sea World Tuna Day Winners, PO Box 26597, Scottsdale, AZ 85255.

11) Communication – Any questions or comments regarding this Promotion should be directed to Chicken of the Sea International via email to: TheMermaid@ChickenoftheSea.com