

## **OFFICIAL RULES FOR EGGLELAND'S BEST "2015 CHIEF EGG OFFICER SEARCH" CONTEST**

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

1. The Egglan's Best "2015 Chief Egg Officer Search" Contest ("Contest") begins 12:00 AM Eastern Time ("ET") March 3, 2015 and ends 11:59 PM ET September 1, 2015 ("Contest Period"). The Contest entry period begins 12:00 AM ET March 3, 2015 and ends 11:59 PM ET May 24, 2015 (the "Entry Period").

2. Open only to legal residents of the 50 United States and the District of Columbia and Puerto Rico who are 18 years of age or older and who have reached the legal age of majority in their jurisdiction of residence at the time of entry.

3. **How to Enter:** During the Entry Period, you can enter the Contest by visiting <http://www.egglandsbest.com/chiefeggofficer>: then complete and submit the official entry form by providing your first and last name, street address, city, state, zip code, e-mail address, phone number (including area code), date of birth and answering the four (4) questions presented. Answers to each question must not exceed two thousand (2,000) characters. The official entry form and answers to the questions shall be collectively referred to herein as the "Entry." Submission of erroneous or incomplete information will void the submitted Entry. Limit one (1) Entry per person and per e-mail address for duration of Entry Period. If multiple Entries are received in excess of the stated limitation from any person or e-mail address during the Entry Period, only the first Entry received from such person or e-mail address will be considered. All Entries must be in English. Entries will not be acknowledged or returned. Except as otherwise provided herein, Sponsor will not enter into any correspondence with an Entrant regarding an Entry. Should multiple users of the same e-mail account enter the Contest and a dispute thereafter arises regarding the identity of the Entrant, the authorized account subscriber of said e-mail account at the time of Entry will be considered the Entrant and must comply with these Official Rules. "Authorized account subscriber" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization, which is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

Your Entry may not contain any content that the Sponsor, in its sole discretion, determines to be:

- (a) Vulgar, offensive, sexually explicit, profane or pornographic;
- (b) derogatory of any race, ancestry, place of origin, color, ethnic origin, citizenship, religion, sex, sexual orientation, age, marital status, family status or disability; endorses any form of hate or hate group; defames, misrepresents or contains disparaging remarks about other people, products or companies;
- (c) violent or promotes the use of alcohol, illegal drugs, tobacco, or weapons; promotes unsafe activities;
- (d) promotes any political agenda or message;
- (e) appears to duplicate any other submitted Entry;
- (f) contains copyrighted materials owned by others;
- (g) contains any personal identification, such as persons' names, e-mail addresses, street addresses or license plate numbers;
- (h) communicates messages inconsistent with the positive image of the Sponsor's name and brand; or
- (i) violates any law.

The Sponsor reserves the right to reject any Entry which Sponsor determines, in its sole and absolute discretion, does not meet the above criteria or is otherwise offensive or is not in keeping with the Sponsor's image and reputation. Sponsor reserves the right to remove any Entry without prior notice.

4. By entering, you represent and warrant that (a) you are the sole owner of your Entry and all rights in your Entry; (b) you have the right to submit the Entry and to transfer and assign to the Sponsor rights in the Entry, as described below; (c) your Entry consists of only your original work and no part of your Entry has previously been published anywhere else; (d) you have not granted any person, corporation or other entity any rights to use your Entry; (e) your Entry meets the criteria in Section 3; (f) your Entry does not defame or violate the rights of publicity or privacy of any person, living or deceased, or otherwise infringe upon the publicity rights or privacy of any third person, living or deceased, or otherwise infringe upon any person's personal or property rights or other third party rights; and (g) your entry is not offensive or inappropriate, as determined by Sponsor in its sole discretion, nor does it violate any law; and (h) if your Entry contains third party elements not owned by you, you have obtained written consent from those owners to submit your Entry and, if requested to do so, you can and will produce such written consent in a form and manner acceptable to the Sponsor. Failure to provide such proof on request may render your Entry null and void. By submitting an Entry, you warrant and represent that you consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

Entrants understand and agree that they shall retain all ownership rights in Entry (and any Contest-Related Materials, as defined below in Section 5); however, by submitting an Entry (or any Contest-Related Materials), Entrant hereby grants Sponsor a perpetual, worldwide, irrevocable, non-exclusive, royalty-free, sub-licenseable and transferable license to edit, publish, use, adapt, exploit, modify or dispose of any Entry (or any Contest-Related Materials), in whole or in part, online, in print, film, television, or in any other media now or hereafter known throughout the world in perpetuity without compensation, permission or notification to Entrant or any third party, for any purpose whatsoever.

By submitting an Entry, you acknowledge and agree that Sponsor may obtain many submissions in this Contest and that your Entry may be similar or identical in theme, idea, format or other respects to others submitted in this Contest or other contests sponsored by the Sponsor, or to other ideas conceived by or provided to Sponsor, and you waive any and all claims you have or may have, now or in the future, that any Entry and/or other works accepted, reviewed and/or used by the Sponsor (or its designees) are similar or identical to your Entry. Except where prohibited by law, you acknowledge and agree that the Sponsor does not have now, nor shall it have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of any copyright in and to your Entry.

By entering, Entrants understand and agree that their Entry may be posted on <http://www.egglandsbest.com/chiefeggofficer> for viewing and voting by visitors during the Third Tier of judging, as detailed below in Sec. 5. Released Parties (as defined below in Section 8) are not liable for the use of any Entry by any third party. Entrant acknowledges and agrees that Released Parties have no, nor shall have in the future, any duty or liability, direct or indirect, vicarious, contributory or otherwise, with respect to the infringement or protection of any copyright in and to any Entry.

**5. Judging:** All eligible Entries received will be judged by qualified judges selected by Sponsor as described below. There will be three (3) tiers of judging:

**First Tier:** All eligible Entries received during the Entry Period will be judged based on the following criteria to determine the top twelve (12) Entries, subject to verification of eligibility and compliance with these Official Rules:

- 1) Represents the Egglan's Best brand (40%)
- 2) Demonstrates knowledge on the health benefits of Egglan's Best eggs (40%)
- 3) Displays a passion for Egglan's Best eggs (20%)

In the event of a tie, an additional, "tie-breaking" judge will determine the Entry/Entries which will proceed to the Second Tier based on the above stated criteria. The twelve (12) Entries with the highest scores from the First Tier, as determined by Sponsor in its sole discretion, will be deemed "semi-finalists". Sponsor reserves the right to select fewer than twelve (12) Entries to advance to the Second Tier, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries.

**Semi-finalist Requirements:** Potential semi-finalists will be contacted via telephone and/or e-mail on or around June 1, 2015. If any e-mail to a potential semi-finalist is undeliverable, any phone number provided by a potential semi-finalist is incorrect or no longer in service, a response to any given e-mail or

phone call is not received within three (3) business days of date of its issuance or any potential semi-finalist does not comply with these Official Rules, the opportunity to proceed to the Second Tier may be forfeited and, at Sponsor's discretion, an alternate semi-finalist may be selected. Semi-finalists will be required to submit a photo of themselves, execute and return a Social Media questionnaire, select two of their favorite existing recipes featured on the Eggland's Best website with an explanation (1-2 sentences) on why they love to use Eggland's Best eggs in their recipes (collectively, the "Contest-Related Materials"), and execute and return an affidavit of eligibility and a liability release and, where legal, a publicity release within five (5) days of date of issuance of those documents, or the opportunity to proceed to the Second Tier may be forfeited and, at Sponsor's discretion, an alternate semi-finalist may be selected. By submitting the information above, each semi-finalist understands and agrees that some and/or all of the information may be posted on <http://www.egglandsbest.com/chiefeggofficer> for viewing and voting by visitors during the Third Tier of the Contest. Released Parties do not guarantee the posting of any semi-finalist submitted information and are not liable for the use of any semi-finalist submitted information by any third party. You acknowledge and agree that Released Parties (as defined below in Section 8) do not now or in the future have any duty or liability, direct or indirect, vicarious, contributory or otherwise, with respect to the infringement or protection of any copyright in and to any semi-finalist submitted information.

**Second Tier:** The twelve (12) semi-finalists will then be judged on the following criteria to determine the top three (3) Entries, subject to verification of eligibility and compliance with these Official Rules:

- 1) Score from First Tier judging (40%)
- 2) Social Media presence (as determined by Sponsor) (40%)
- 3) Displays knowledge of the nutritional benefits of Eggland's Best eggs (20%)

In the event of a tie, an additional, "tie-breaking" judge will determine the Entry/Entries which will proceed to the Third Tier based on the above stated criteria. The three (3) Entries with the highest scores from the Second Tier, as determined by Sponsor in its sole discretion, will be deemed "finalists". Sponsor reserves the right to select fewer than three (3) Entries to advance to the Third Tier, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries.

**Third Tier:** The three (3) finalist Entries will then be judged on the following criteria to determine the Grand Prize and First winners, subject to verification of eligibility and compliance with these Official Rules:

- 1) Score from Second Tier judging (80%)
- 2) Online Voting (20%) (as described below)

**Online Voting:** The three (3) finalist Entries (and corresponding Contest-Related Materials) will be displayed for voting at <http://www.egglandsbest.com/chiefeggofficer> between 12:00 AM ET July 7, 2015 and 11:59 PM ET September 1, 2015 (the "Third Tier Voting Period") and the votes for each Entry will be tallied. A calculation of the total number of votes (as determined by Sponsor) will account for 20% of participants score as described above. Limit one (1) vote per person, per e-mail address, and per day for the duration of the Third Tier Voting Period. Entrants are prohibited from obtaining votes by any fraudulent or inappropriate means or practices, including, without limitation, offering prizes or other inducements to members of the public and/or using any websites designed to induce individuals or provide other incentives to vote for their Entry, as determined by Sponsor in its sole discretion. Use of script, macro or any automated system or practice to view the Entries or with the intent to impair or subvert the integrity of the viewing process is prohibited and all such votes will be void.

Based on the judging criteria set forth above, the finalist Entry with the highest overall score will be deemed the Grand Prize winner, subject to verification of eligibility and compliance with these Official Rules. The remaining two (2) finalist Entries will be deemed the First Prize winners, subject to verification of eligibility and compliance with these Official Rules. In the event of a tie, an additional, "tie-breaking" judge will determine the Grand Prize winner, based on the above stated criteria. Decisions of judges are final and binding. Sponsor reserves the right to not award all prizes if, in its sole discretion, it determines it has not received a sufficient number of qualified eligible Entries.

Potential Grand Prize and First Prize winners will be contacted via telephone and/or e-mail on or about September 3, 2015. If any e-mail to a potential winner is undeliverable, any phone number provided by a potential winner is incorrect or no longer in service, a response to any given e-mail or phone call is not received within three (3) business days of date of its issuance or any potential winner does not comply

with these Official Rules, the prize may be forfeited and, at Sponsor's discretion, awarded to the eligible entry with the next highest score. Potential winners will be required to execute and return an affidavit of eligibility and a liability release and, where legal, a publicity release within five (5) days of date of issuance of those documents or the prize may be forfeited and, at Sponsor's discretion, awarded to the eligible entry with the next highest score. If any potential winner does not comply with these Official Rules or prize or prize notification is undeliverable, the prize may be forfeited and, at Sponsor's discretion, awarded to the eligible entry with the next highest score.

6. Grand Prize package (1): \$5,000.00 (awarded in the form of a \$5,000.00 check) (Estimated Retail Value ("ERV") \$5,000.00), a one (1)-year supply of Eggland's Best eggs (24 dozen) (awarded in the form of twenty-four (24) certificates) (certificates are subject to terms and conditions as specified by issuer) (ERV \$104.88), the honorary title of "Chief Egg Officer" (title has no cash value, conveys no right or obligations to the winner, may be removed at any time, and does not constitute employment or an offer of employment by Sponsor), and a nutrition consultation with Tammy Lakatos Shames and Lyssie Lakatos (consists of a one (1) hour initial Skype consultation and a thirty (30)-minute follow up Skype session) (ERV \$375.00). Total ERV of Grand Prize package is \$5,479.88. First Prize packages (2): \$500.00 (awarded in the form of a \$500.00 check) (ERV \$500.00) and a six (6) month supply of Eggland's Best eggs (12 dozen) (awarded in the form of twelve (12) certificates) (certificates are subject to terms and conditions as specified by issuer) (ERV \$52.44). Total ERV of each First Prize package is \$552.44. Total ERV of all prizes combined is \$6,584.76. Winners will be responsible for all taxes (including federal, state and local taxes) and any other costs and expenses associated with acceptance and use of the prize not described herein as being awarded. All prize details are at the sole discretion of the Sponsor.

7. Employees of Eggland's Best, LLC., ("Sponsor"), Land O'Lakes, Inc., Coyne PR, Trymark Consulting Group, L.L.C., and their respective parents, affiliates, franchisees, subsidiaries, advertising and promotion agencies, spokespeople and the immediate families (spouse, parents, children and siblings and their respective spouses, regardless of where they reside) and individuals living in the same households of such employees, whether or not related, are ineligible to enter or win. Void where prohibited. Subject to all applicable federal, state and local laws and regulations.

8. By participating, you agree: a) to abide by these Official Rules, and to the decisions of Sponsor and the judges, which shall be final and binding in all respects; b) to the use of your name, likeness and biographical data by Sponsor and its designees if selected as a winner for advertising, promotional and other purposes in any and all media now or hereafter known throughout the world in perpetuity without compensation, right of review or notification (except where prohibited by law); and c) THAT SPONSOR, LAND O'LAKES, INC., COYNE PR, TRYMARK CONSULTING GROUP, L.L.C., AND ALL OF THEIR RESPECTIVE PARENTS, AFFILIATES, FRANCHISEES, SUBSIDIARIES, ADVERTISING AND PROMOTION AGENCIES, RETAILERS, DISTRIBUTORS AND SUPPLIERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES") SHALL HAVE NO LIABILITY AND SHALL BE HELD HARMLESS FOR ANY DAMAGE, LOSS OR INJURY TO YOU OR ANY THIRD PARTY RESULTING FROM PARTICIPATION IN THIS CONTEST, SPONSOR'S OR ITS DESIGNEE'S USE OF ANY ENTRY (OR ANY CONTEST-RELATED MATERIALS), OR THE USE OR MISUSE OF THE PRIZES. PRIZES ARE AWARDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED BY SPONSOR. Released Parties are not responsible for lost, delayed, interrupted or unavailable, network, server, cable, satellite, Internet Service Provider (ISP) or other connections, miscommunications, failed phone, computer or telephone transmissions or technical failure, jumbled, scrambled or misdirected transmissions, or other errors or malfunctions of any kind whether computer, network, human, mechanical, electronic, printing, typographical or otherwise relating to or in connection with this Contest, including, without limitation, errors or problems which may occur in connection with the administration of the Contest, the processing or judging or voting of Entries, the tabulation of votes, the announcement of the prizes or in any Contest-Related Materials or for any damage to your or other person's computer hardware or software as a result of participation. Released Parties are not responsible for Entries (or any Contest-Related Materials) that are lost, late, stolen, inaccurate, incomplete, delayed, misdirected, undelivered, garbled or delayed by computer transmissions. Persons found tampering with or abusing any aspect of this Contest or who are in violation of these Official Rules, as solely determined by the judges, will be disqualified and all associated Entries will be void. Every Entry must be manually keystroked and manually entered by you and repetitive automated electronic submission of Entries is specifically disallowed. Use of script, macro or automated entry software or programs or other means or

practices which subvert the entry process is prohibited and all such Entries will be void. If the Contest is compromised by virus, bugs, non-authorized human intervention or other causes which corrupt or impair the administration, security, fairness or proper play of the Contest, or if the Contest is unable to run as planned for any other reason, Sponsor reserves the right in its sole discretion to modify, suspend or terminate the Contest or any portion thereof and/or terminate the participation of any Entrant (and void his/her Entry/ies) whose conduct potentially compromises the Contest and at its sole discretion award the prizes from among all eligible, non-suspect Entries received prior to the act requiring such suspension or termination using the applicable judging procedure outlined above. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

9. EXCEPT WHERE PROHIBITED BY LAW, AS A CONDITION OF PARTICIPATING IN THIS CONTEST, YOU AGREE THAT A) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN AWARDS FOR, AND YOU HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT OF POCKET EXPENSES, IF ANY; B) ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST, OR ANY COMPENSATION OR CREDIT TO BE PROVIDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND EXCLUSIVELY BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT ("FAA", Title 9 of the United States Code) UNDER THE AUSPICES OF THE AMERICAN ARBITRATION ASSOCIATION; AND C) THE FEDERAL ARBITRATION ACT SHALL GOVERN THE INTERPRETATION, ENFORCEMENT AND ALL PROCEEDINGS AT SUCH ARBITRATION; AND D) JUDGEMENT UPON SUCH ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVIN JURISDICTION. YOU HAVE A RIGHT TO OPT-OUT OF THIS ARBITRATION PROVISION. IF YOU DO NOT AGREE TO THIS MANDATORY ARBITRATION PROVISION WITH REGARD TO THIS PROMOTION, THEN WITHIN THIRTY (30) DAYS FROM THE DATE OF YOUR ENTRY, YOU MAY OPT-OUT OF THIS, AND ONLY THIS, PART OF THE OFFICIAL RULES BY NOTIFYING THE SPONSOR OF SUCH OPT-OUT REQUEST BY PROVIDING WRITTEN NOTICE AND MAILING SUCH NOTICE TO: EGGLAND'S BEST CONTEST – ARBITRATION REJECTION, P.O. BOX 295, GAINESVILLE, VA 20156. ANY OPT-OUT RECEIVED AFTER THE THIRTY (30) DAY TIIME PERIOD WILL NOT BE VALID AND YOU MUST PURSUE YOUR CLAIM, IF ANY, VIA ARBITRATION PURSUANT TO THESE OFFICIAL RULES. ANY AND ALL CLAIMS, JUDGMENTS, AND AWARD SHALL BE LIMITED TO ACTUAL OUT OF POCKET COSTS INCURRED, IF ANY, AND IN NO EVENT SHALL YOU BE ENTITLED TO RECEIVE ATTORNEYS' FEES OR OTHER LEGAL COSTS OR EXPENSES.

10. Information submitted in connection with the Contest will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), currently located at <http://egglandsbest.com/legal/privacy.aspx>; provided, that If there is any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail.

11. The names of the winners (available after September 15, 2015) and/or a copy of these Official Rules may be obtained by mailing a self-addressed, stamped #10 envelope to: Eggland's Best "2015 Chief Egg Officer Search" Contest - Winners/Rules (please specify which), P.O. Box 295, Gainesville, VA 20156, for receipt no later than November 30, 2015. VT residents omit return postage on rules requests.

12. Sponsor: Eggland's Best, LLC., 70 East Sweedsford Road, Suite 150, Malvern, PA 19355.

Promoter: Trymark Consulting Group, L.L.C., P.O. Box 295, Gainesville, VA 20156.