

## **Fred Meyer Fresh Comfort Foods Recipe Contest 2014 Official Rules**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Fred Meyer Fresh Comfort Foods Recipe Contest 2014 (the "Contest") is open only to U.S. legal residents of Oregon, Washington, Idaho and Alaska who are at least sixteen (16) years of age as of October 5, 2014. An eligible minor must have his/her parent's or legal guardian's permission to participate. Employees of Fred Meyer Stores, Inc., and its parent and affiliate companies as well the immediate family (mother, father, sister, brother, husband, wife, daughter, son, step-father, step-mother, step-daughter, step-son, step-brother, step-sister, half-brother, half-sister) and/or those living in same household of each are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void outside Oregon, Washington, Idaho, Alaska and where prohibited. Sponsor/Administrator reserves the right to verify eligibility qualification of winner. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor/Administrator's decision, which is final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor/Administrator:** Fred Meyer Stores, Inc., 3800 SE 22<sup>nd</sup> Avenue, Portland, OR 97202. The Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to Sponsor/Administrator and not to Facebook. Any questions, comments or complaints regarding this Contest shall be directed to Sponsor/Administrator and not Facebook

**3. Timing:** The Contest begins on October 5, 2014 at 12:00 a.m. Pacific Daylight Time ("PDT") and ends on October 15, 2014 at 11:59 p.m. PDT (the "Promotion Period").

Administrator's computer is the official time-keeping device for the Contest.

**4. How to Enter:** During the Promotional Period, email your original recipe to [RecipeContest@fredmeyer.com](mailto:RecipeContest@fredmeyer.com) ("Recipe"). By submitting the Recipe, you agree that the Recipe conforms to the Recipe Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor/Administrator, in its sole discretion, may remove the Recipe and disqualify you from the Contest if it believes, that the Recipe fails to conform to the Guidelines and Restrictions.

#### Recipe Guidelines:

- The Recipe must be your original Recipe;
- The Recipe must be in email format;
- The Recipe must be in English; and
- The Recipe cannot have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means.

#### Content Restrictions:

- The Recipe 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;
- The Recipe must not disparage Sponsor/Administrator or any other person or party affiliated with the promotion and administration of this Contest;

- The Recipe must not feature brand names or trademarks other than those owned by Sponsor/Administrator, which entrant has a limited license to use to incorporate into his/her Recipe for this Contest;
- The Recipe must not contain text not created by entrant;
- The Recipe must not contain text that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Recipe must not contain text 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 Recipe must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Recipe is created.

**Limit:** Each entrant may email one (1) Recipe during the Promotional Period. Recipes received from any person or email address in excess of the stated limit will be void. Any Recipe generated by script, macro or other automated means are void. Entrant must have permission from all individuals mentioned in the Recipe (if any) to use their name and likeness in the Recipe and to grant the rights set forth herein. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor/Administrator. Emailing a Recipe constitutes entrant's consent to give Sponsor/Administrator a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such recipe 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 required for Sponsor/Administrator or its designees to make use of the non-exclusive rights entrant is granting to use the Recipe. Released Parties (as defined in Section 8, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Recipes, all of which will be void.

**For All Entrants:** Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of Recipes/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's Recipe **and that entrant may be disqualified. In the event of a dispute regarding any Recipe/entry, the authorized account holder of the email address used to register will be deemed to be the entrant.** 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 potential winner may be required to show proof of being the authorized account holder.

## **5. Winner Determination:**

**Judging:** During the Judging, qualified judges determined by Sponsor/Administrator in its sole discretion will select the five (5) entrants with the top scoring Recipes (each a "Winner") based on the following criteria ("Judging Criteria"):

- Creativity/Originality (25%)
- Quality of Recipe (33%); and
- Fit with Contest Theme (34%).

In the event of a tie, Sponsor/Administrator, the entrant whose Recipe received the higher Fit to Contest Theme score will be deemed a Winner. Sponsor/Administrator reserves the right to select fewer than five (5) Winners if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Recipes.

**6. Winner Requirements:** Receiving a prize is contingent upon compliance with these Official Rules. If a potential winner cannot be contacted, or prize is returned as undeliverable, potential winner forfeits the prize. In the event that the potential Grand Prize winner is disqualified for any reason, Sponsor/Administrator may award the prize to the Finalist who received the next highest number of valid votes during the Voting Phase. In the event that a potential Sweepstakes Prize winner is disqualified for any reason, Sponsor/Administrator may award the applicable prize to an alternate winner by random drawing from among all eligible entries. Only three (3) alternate winners may be determined for any prize, after which the applicable prize will remain unawarded. Acceptance of any prize shall constitute and signify winner's agreement and consent that Sponsor/Administrator may use the winner's name, city, state, likeness, Recipe and/or prize information in connection with the Promotion, worldwide, including the Internet, without limitation and without further payment or consideration, except where prohibited by law. Without limiting the generality of these Official Rules, winner shall irrevocably grant, transfer, convey and assign to Sponsor/Administrator the entirety of the rights in and to the Recipe 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 Recipe for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Winner accepts and acknowledges that Sponsor/Administrator shall not be obligated to use the Recipe and that Sponsor/Administrator in its sole discretion shall have the right to refrain from using the Recipe. Sponsor/Administrator shall not incur any liability whatsoever to the extent Sponsor/Administrator chooses to refrain from any exploitation of its rights hereunder. Winner will indemnify Sponsor/Administrator, Released Parties (as defined in Section 9, below) and any licensee of Sponsor/Administrator against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms. Prizes will be fulfilled 8 - 10 weeks after the conclusion of the Promotion Period.

## **7. Prizes:**

**a. Contest:** Five (5) Prizes: One (1) \$100 Fred Meyer gift card.

For all prizes: Prizes are non-transferable and no substitution will be made unless Sponsor/Administrator, in its sole discretion, determines otherwise. Sponsor/Administrator reserves the right to substitute a prize for one of equal or greater value should it 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.

**8. Release:** By receipt of any prize, winner agrees to release and hold harmless Sponsor/Administrator, Facebook, Inc., and their respective 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.

**9. Publicity:** Except where prohibited, participation in the Contest constitutes each winner's consent to Sponsor/Administrator and its agents' use of winner's name, likeness, photograph, voice, opinions, image and/or biographical information and statements for advertising, trade, publicity and promotional purposes without additional compensation, in perpetuity, in any media known and hereafter discovered, worldwide and on the internet and World Wide Web, without notice, review or approval by the Winner and those acting

under Sponsor/Administrator's authority.

**10. General Conditions:** Sponsor/Administrator reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor/Administrator's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor/Administrator in its sole discretion. Sponsor/Administrator reserves the right, in its sole discretion, 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. 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/Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor/Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**11. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing 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 entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; (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. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest, if it is possible. If the Contest, or any part of it, is discontinued for any reason, Sponsor/Administrator, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor/Administrator reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**12. Disputes:** Except where prohibited, 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 of Oregon; (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/Administrator in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Oregon without giving effect to any choice of law or conflict of law rules (whether of the State of Oregon or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Oregon.

**13. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor/Administrator's Privacy Policy  
[http://www.fredmeyer.com/company\\_information/Pages/privacy\\_policy.aspx](http://www.fredmeyer.com/company_information/Pages/privacy_policy.aspx).

**14. Winner List:** For a winner list, visit [www.facebook.com/fredmeyer](http://www.facebook.com/fredmeyer) on November 1, 2014. The winner list will be posted on Fred Meyer's Facebook page after winner confirmation is complete.

## **Comfort Foods Recipe Contest 2014**

### Abbreviated Rules

#### **ABBREVIATED RULES for TV and Radio**

NO PURCHASE NECESSARY. U.S. LEGAL RESIDENTS OF OREGON, WASHINGTON, IDAHO & ALASKA MUST BE 16 AND OLDER AS OF October 5, 2014. [VOID OUTSIDE OREGON, WASHINGTON, IDAHO, ALASKA AND WHERE PROHIBITED.](#) Contest ends 10/15/14. For Official Rules, and complete details, visit [www.facebook.com/fredmeyer](http://www.facebook.com/fredmeyer). Sponsor/Administrator: Fred Meyer Stores, Inc.

#### **ABBREVIATED RULES for Print**

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. U.S. LEGAL RESIDENTS OF OREGON, WASHINGTON, IDAHO & ALASKA MUST BE 16 YEARS AND OLDER AS OF October 5 2014. [VOID OUTSIDE OREGON, WASHINGTON, IDAHO, ALASKA AND WHERE PROHIBITED.](#) Contest ends 10/15/14. For Official Rules, prize descriptions and odds disclosure, visit [www.facebook.com/fredmeyer](http://www.facebook.com/fredmeyer). Sponsor/Administrator: Fred Meyer Stores, Inc., 3800 SE 22<sup>nd</sup> Ave., Portland, OR 97202.

#### **Abbreviated rules for online Ads – Banner**

NO PURCHASE NECESSARY. Ends 10/15/14. for Official Rules, visit [www.facebook.com/fredmeyer](http://www.facebook.com/fredmeyer).

#### **Abbreviated Rules for online Ads – Not a Banner**

NO PURCHASE NECESSARY. U.S. Legal residents of Oregon, Washington, Idaho & Alaska must be 16 years and older as of October 5, 2014. Ends 10/15/14. for Official Rules, including odds, and prize descriptions, visit [www.facebook.com/fredmeyer](http://www.facebook.com/fredmeyer). Void outside Oregon, Washington, Idaho, Alaska and where prohibited.