

KIDS WITH FOOD ALLERGIES

“SAFE EATS® DESSERTS RECIPE BOOK” CONTEST

OFFICIAL RULES

NO PURCHASE, PAYMENT, DONATION, SALES PRESENTATION, OR CONTRIBUTION NECESSARY TO ENTER OR WIN; nor will any of these actions affect your ability to win. Winners will be chosen by judges based on stated criteria. This is not a game of chance. Void where prohibited. Entry into this Contest constitutes your acceptance of these Official Rules.

SPONSOR: Kids With Food Allergies (a division of the Asthma and Allergy Foundation of America (AAFA)) (“Sponsor”), 5049 Swamp Road, Suite 303, P.O. Box 554, Fountainville, PA 18923.

ELIGIBILITY: You must be a legal U.S. resident 18 years of age or older physically residing in the 50 United States (includes DC) to enter or win. Employees of Sponsor or its affiliates, Board of Directors, agencies and other promotional partners involved in the promotion, and the immediate family (parent, spouse, sibling, child, grandparent, grandchild) and household members of all such employees, are NOT eligible. Contest is subject to all federal, state, and local laws and regulations. Void where prohibited or restricted by law.

HOW TO ENTER: Go to <http://www.kidswithfoodallergies.org/page/recipes-diet.aspx> and click on the “Submit Your Recipe” button. Complete the entry form found there. You will be asked to create a “Safe Eats®” dessert recipe. All entries must include the following: (i) dessert name; (ii) list of ingredients; (iii) preparation instructions; and (iv) photo of your dessert and (v) a “yes” response to agreeing to submit a recipe for this contest and agreeing

to the full contest rules. Then click the “SUBMIT RECIPE” button. See additional entry criteria below.

ENTRY PERIOD: Entries must be submitted between 12:01 a.m.. Eastern Time (“ET”) on September 7, 2016 and 11:59 p.m. ET on October 12, 2016. **All entries must be received by 11:59 pm ET on October 12, 2016.** Sponsor is not responsible for lost, late, illegible, corrupted, or misdirected entries. Multiple entries of unique recipes per person/e-mail address/authorized e-mail account holder are permitted; however, there is a limit of one (1) prize per person.

ENTRY CRITERIA: Entry must be a dessert and must *not* include peanuts or tree nuts. The recipe should not include any ingredients or products derived from animals. Entry must be entrant’s original creation and may not include copyrighted, trademarked, patented, or previously published material. Photos of entries should only display the dessert; individuals should not be shown in photos. Photo size must be a minimum of 1800 pixels wide. Entry requiring license or usage rights from any third party is not eligible. Entry may not display any trademarked or copyrighted brand names/logos, except those of So Delicious Dairy Free. The ingredient list should identify ingredients by their generic name and should not identify any trademarked or copyrighted brand-names/logos, except those of So Delicious Dairy Free. In the event that an entrant identifies ingredients by their trademarked or copyrighted brand-names, Sponsor reserves the right to revise the ingredient list submitted by the entrant and substitute the trademarked or copyrighted brand name products with generic ingredients determined by, and in the sole discretion of, the Sponsor to be comparable to the trademarked or copyrighted brand name products. Entry cannot defame or invade the rights or privacy of any person, living or deceased, or otherwise infringe upon any

third party's personal, proprietary, or intellectual rights. Entry cannot contain illegal or unlawful material, and must not promote bigotry, racism, harm, or discrimination. Entry must be consistent with Sponsor's reputation in the marketplace and must be suitable for audiences of all ages. Entries which, in Sponsor's or judges' sole discretion, contain any type of vulgarity or objectionable content will be disqualified. Entries that do not meet these stated criteria, or entries that (in Sponsor's or judges' sole discretion) may technically meet the stated criteria but do not reflect the intent and the spirit of the contest, are not eligible.

Entry constitutes entrant's certification that s/he (i) is the owner of the entry and (ii) is able and authorized to submit it.

By submitting entry, entrant agrees to indemnify and hold harmless Sponsor and its parent companies, subsidiaries, affiliates, sales representatives, agencies, retailers, wholesalers, distributors, and promotional and other vendor agencies involved in this contest from any and all claims, damages, expenses, costs (including reasonable attorney fees) and liabilities (including settlements), resulting from or relating to entrant's submission, or any information supplied or represented to Sponsor by entrant.

PRIZES AND APPROXIMATE RETAIL VALUES (ARV):

Grand Prize – One (1) Winner

- One (1) \$250 Amazon.com® Gift Card (ARV - \$250)*
- One (1) So Delicious Dairy Free product voucher (ARV - \$7.50)
- Inclusion of recipe in the Safe Eats Desserts Recipe Book (ARV – priceless, no intrinsic value)

Estimated total ARV for Grand Prize Winner: \$257.50.

First Prize – Four (4) Winners

- One (1) \$50 Amazon.com® Gift Card (ARV - \$50)
- One (1) So Delicious Dairy Free product voucher (ARV - \$7.50)
- Inclusion of recipe in the Safe Eats Desserts Recipe Book (ARV – priceless, no intrinsic value)

Estimated total ARV for each First Prize Winner: \$57.50.

Second Prize – Nine-teen (19) Winners

- One (1) So Delicious Dairy Free product voucher (ARV - \$7.50)
- Inclusion of recipe in the Safe Eats Desserts Recipe Book (ARV – priceless, no intrinsic value)

Estimated total ARV for each Second Prize Winner: \$7.50.

Estimated total ARV of all prizes to be awarded: **\$630.00**

Gift cards subject to terms and conditions, available at <http://www.amazon.com>. Any and all taxes on prize are the sole responsibility of the winner. Any and all guarantees and warranties for merchandise prizes are subject to the manufacturer's and/or service provider's terms and conditions, and winners agree to look solely to such manufacturers and/or service providers for any warranty or guarantee claim. Prizes are non-transferable and no substitution or cash equivalent is allowed except in Sponsor's sole discretion. Sponsor reserves the right to substitute prizes of the same approximate retail value. For prizes \$600 or more in value, winner's social security number or taxpayer I.D. will be required in order to issue a Form 1099-MISC showing prize ARV as income to winner. Prize consists only of items specifically listed as part of the prize. All costs and expenses not specified herein, related to any prize, including but not limited to delivery, installation, service activation fees, and other expenses incurred by accepting the prize, are the sole responsibility of the winner. Limit one (1) prize per person. Prizes will be awarded and fulfilled by shipment to the email address or address provided in the entry form by November 23, 2016.

SELECTION OF THE WINNERS: Entry closes at 11:59 p.m. ET on October 12, 2016. Judges will evaluate all valid entries received at that point. Judges will be a group of Sponsor's employees and Sponsor's agency employees. Odds of winning depend on the number and quality of eligible entries received.

Judging will be completed on or about October 19, 2016. Entries will be evaluated on a 100-point scale as follows:

- A maximum of 40 points for creativity and originality of recipe;
- A maximum of 30 points for ease of preparation;
- A maximum of 30 points for presentation (based on submitted photo).

The Grand Prize, First Prize, and Second Prize winners will be the entries with the highest point totals based on the average scores of all judges. Should the need arise, judges will revisit tied entries and choose as the winner the entry that scores highest for creativity and originality of recipe, followed by ease of preparation and then presentation, until the tie is broken.

Potential winners will be notified by e-mail at the e-mail address provided with the entry form on or about October 19, 2016, and potential winners will be required to respond as directed within fourteen (14) calendar days of prize notification, or the prize will be forfeited and an alternate winner will be chosen. Affidavit of eligibility, prize acceptance form, tax information, publicity release, and/or mutually acceptable liability releases may be required and, if so, must be returned within reasonable specified time or prize will be forfeited and alternate winner chosen.

ASSIGNMENT OF RIGHTS: As a condition of prize award, potential winning entrants' entry submissions become the property of the Sponsor and will not be returned. Entrant agrees that, as a condition of any prize award, all rights, title and interest in his or her entry will be transferred exclusively to Sponsor, and agrees to execute any additional written authorization, assignment, or other papers requested by the Sponsor in connection with the transfer and assignment of rights to his/her entry submission, and any such written papers requested will be required as a condition of obtaining prize, or other winners will be selected.

PUBLICITY RELEASE. Except where prohibited, acceptance of a prize constitutes winner's consent that his or her name, likeness, voice, and/or biographical data may be used for advertising and promotional purposes without limitation and without additional notice, compensation, or consent. Submission of content to be posted online constitutes permission for same.

RELEASE: By entering, entrant agrees to accept and abide by the rules of this contest and agrees that any dispute with regard to the conduct of this contest, rule interpretation, or award of prize shall be submitted to Sponsor, whose decision shall be binding and final. By participating, entrant agrees to release and hold harmless Sponsor, Facebook, So Delicious Dairy Free, participating dealers and retailers, affiliates, sales representatives, distributors, and promotional and other vendor agencies, their respective parent companies, affiliates, subsidiaries, service agencies, independent contractors, and the officers, directors, employees, agents, and representatives of any of the above organizations from any injury, loss, or damage to person, including death, or property due in-whole or in-part, directly or

indirectly, to the acceptance or use/misuse of a prize, participation in any contest-related activity, or participation in the contest.

Sponsor has the right but not the obligation to post any submission for worldwide viewing on the Internet. Submission cannot defame or invade the rights or privacy of any person, living or deceased, or otherwise infringe upon any third party's personal, proprietary, or intellectual rights. Submission cannot contain illegal or unlawful material, and must not promote bigotry, racism, harm, or discrimination. Submission must be consistent with Sponsor's reputation in the marketplace and must be suitable for audiences of all ages. Submissions which, in Sponsor's sole discretion, contain any type of vulgarity or objectionable content will not be posted. Submissions that do not meet these stated criteria, or entries that, in Sponsor's sole discretion, may technically meet the stated criteria but do not reflect the intent and the spirit of the contest, will not be posted.

Sponsor is not responsible for any typographical or other error in the printing of this offer, administration of the contest, or in the announcement of prizes, including erroneous appearance of qualification for a prize, and under no circumstances will more than the stated number of prizes be awarded. Sponsor reserves the right, in its sole and absolute discretion, to modify, cancel, or suspend this contest, or to amend the Official Rules at any time, without prior individual notice, should any factor interfere with the administration, security, or proper play of this contest as contemplated by these Official Rules. If for any reason Sponsor is prevented from continuing with this contest, or the integrity and/or feasibility of the contest is severely undermined by any event 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, Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel, or terminate the contest without further obligation. If Sponsor in its discretion elects to so abbreviate the contest, Sponsor reserves the right, but not the obligation, to award the prize from among all eligible entries received to date. All entries are the property of Sponsor and are not returnable.

This contest is intended for viewing in the United States only and shall be construed and evaluated only according to United States law. Do not enter this contest if you are not located in the United States. The use of any automated devices in connection with this contest is prohibited. Sponsor assumes no responsibility for computer system, hardware, software, or program malfunctions or other errors, failures, delayed computer transactions, or network connections, whether human, technical, or otherwise in nature. Sponsor reserves the right, in its sole discretion, to cancel or suspend this contest should virus, bugs, or other causes beyond its control corrupt the administration, security, or proper play of this contest. Sponsor is not responsible for any injury or damage to any person's computer or related equipment resulting from or relating to participation in this contest or downloading any material related to this contest. Entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. In the event of a dispute, the potential winner may be required to provide proof that he or she is the authorized holder of the identified e-mail account.

DISPUTES/CHOICE OF LAW: EXCEPT WHERE PROHIBITED, EACH 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 STATE OR FEDERAL COURTS SITUATED IN PENNSYLVANIA, (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT ATTORNEYS' FEES, (3) NO PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, MAY BE AWARDED (COLLECTIVELY, "SPECIAL DAMAGES"), AND (4) ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM SPECIAL DAMAGES AND ALL RIGHTS TO SUCH DAMAGES MULTIPLIED OR INCREASED. PENNSYLVANIA LAW, WITHOUT REFERENCE TO CHOICE OF LAW RULES, GOVERNS THE CONTEST AND ALL ASPECTS RELATED THERETO.

PRIVACY: Information collected from entries is subject to the Sponsor's Privacy Policy, available at: <http://www.aafa.org/page/privacy-policy-and-terms-of-service.aspx>. By participating in this Contest, entrants authorize the Sponsor to use their contact information for the purpose of administering the Contest and to post their name or username when the winners are announced.

WINNERS' LIST: For a list of winners, please send a self-addressed, stamped envelope by November 30, 2016 to: "KFA Safe Eats Desserts Recipe Book" Winners, 5049 Swamp Road, Suite 303, P.O. Box 554, Fountainville, PA 18923.

* Amazon.com is a registered trademark of Amazon.com, Inc. This contest is in no way sponsored, administered by, or associated with Amazon.com.