

Just BARE® Just 5 Cooking Challenge Contest Official Rules

Void Outside The 50 United States, The District of Columbia And Where Otherwise Prohibited.

ELIGIBILITY: Just BARE® Just 5 Cooking Challenge Contest ("Contest") is only open to legal residents of the 50 United States at least 18 years of age or the age of majority in their state of residence at the time of entry. Employees, officers and directors of GNP Company™, the company behind the Just BARE® brand, ("Sponsor") and its affiliates, subsidiaries, retailers, advertising and promotion fulfillment and/or judging agencies, and webmasters/suppliers, and their immediate family members (spouse, children, parents, siblings) and persons residing in the same household (whether or not related) of each are not eligible to participate. Further, persons who are graduates of accredited culinary programs, chefs, food editors, home economists, food preparation educators or any other industry professionals are not eligible. By entering, entrants agree to be bound by these Official Rules and the decisions of the Sponsor and/or judges which are final and binding in all respects. Contest subject to all applicable federal, state and local laws and regulations. Contest begins on September 1, 2011 at 12:00:01 a.m. ET and ends on November 1, 2011 at 11:59:59 p.m. ET.

QUALIFICATION REQUIREMENTS: Create an original recipe, which includes Just BARE® chicken as an ingredient plus up to four other ingredients. Salt, pepper and the fat source used for cooking will not count against the total ingredient count. Recipes that do not contain Just BARE® as an ingredient will be automatically disqualified. Recipes must list all ingredients in exact common U.S. household measurements in order of use, step-by-step preparation instructions, cooking times and all utensils needed. Submit an ingredient picture including Just BARE® chicken in the package (before preparation) and a composed dish picture (after preparation) to complete the entry process. Maximum allowable file sizes are 5 MB for the photographs. Photographs that do not contain Just BARE® chicken as an ingredient will be automatically disqualified. **Limit one entry per person.** Any attempt by any entrant to obtain more than one entry by using multiple/different email addresses, identities or any other methods will void such entries and that entrant will be disqualified. Photographs may not contain persons other than entrant or brand names other than Just BARE®. In the event the same recipe (as determined solely by Sponsor) is submitted by more than one entrant, only the first entry received will qualify. Correspondence and inquiries concerning the Contest will not be accepted or acknowledged. Once an entry is submitted it cannot be changed, altered, or modified; becomes the sole property of the Sponsor; and will not be acknowledged or returned. Any entry which Sponsor, in its sole opinion, deems to be inappropriate for publication will not be considered and the entrant submitting that entry will be disqualified. An entry cannot, in the sole opinion of Sponsor, disparage any person, product or entity. Each entrant warrants and represents that his/her entry (i) is his/her sole and original creation and has not been copied in whole or in part from any other work; (ii) does not violate or infringe any intellectual property right, such as but not limited to, copyright, trademark/trade name, patent, or other proprietary right of any person (including but not limited to rights of privacy or publicity and are not defamatory, slanderous or libelous, or portray in a false light), or entity; (iii) is the sole and exclusive property of the entrant; and (iv) has not in whole or in part been published, submitted for publication consideration, or submitted in any other competition. By entering, each

entrant certifies that he/she owns the copyright for the photographs submitted and grants permission for the use of his/her prepared recipe photograph, and his/her name, to be posted on www.justbarechicken.com, and in connection with the Contest and otherwise as stated in these Official Rules (as solely determined by Sponsor).

HOW TO ENTER:

By Internet: Log on to www.justbarechicken.com ("Website") between 12:00:01 a.m. (Midnight) ET on September 1, 2011 and 11:59:59 p.m. ET on November 1, 2011 and click on the icon, banner or text link to access the Contest registration page, and then follow the directions to enter and submit your recipe and photographs. You will be required to completely and accurately provide the following information: name, email address, list of ingredients used, preparation instructions, cooking times, utensils needed, zip code and agree to any legal/disclaimer provided. Entrant will also be given the option to sign up for the liveBAREclub; which is not required and will not affect or improve his/her chances of winning. Internet entries must be received and recorded by Sponsor's computer (the official time-keeping device for the Contest) by 11:59:59 p.m. ET on November 1, 2011.

No photocopies or electronically or mechanically reproduced entries are permitted. Entries which do not comply with these Official Rules will be disqualified.

JUDGING:

a) Initial Judging: Entries will be judged anonymously by Culinary Expert Lisa Golden Schroeder (Judge). Recipes will first be judged on the basis of the written recipes and will consider the following criteria: creativity, appearance, general appeal, apparent ease of preparation, and appropriate use of products with a 1-20 point score awarded for each criterion. The top 10-12 recipes will then be prepared in accordance with the written recipe entry as submitted and scored by Lisa Golden Schroeder based on actual recipe taste. Recipes will be judged again based on ALL of the aforementioned criteria with a 1-20 point score awarded for each criterion, all points will be added, and the top 10 scoring recipes will advance to Online Voting. In the case of a tie, the tied entry with the highest score in taste will advance. If the tie continues, the tied entries will be re-judged by a new independent judge using the same criteria. The top 10 prepared recipes will be photographed and featured online at www.facebook.com/justbarehicken for Online Voting.

b) Online Voting: Beginning at 12:00:01 AM ET on or about November 17, 2011 and ending on December 1, 2011 at 11:59:59 PM ET ("Voting Period") the 10 recipes selected in the Initial Judging round, and their respective photographs, will be posted on the Website. Visitors to the Website will be asked to vote for the entry which the visitor believes will be best overall in that category, based on the following criteria: creativity, appearance, and apparent ease of preparation. Limit one vote per person/email address for each day (12:00:01 AM ET to 11:59:59 PM ET) of the Voting Period. Votes must be received and recorded by Sponsor's computer during the Voting Period. Any attempt by any voter to obtain more than one vote per day for the Voting Period by using multiple/different email addresses, identities or any other methods will void all of that voter's votes and that voter will be disqualified. Once a vote is cast and submitted in accordance with the online instructions, it cannot be changed, altered, or modified.

c) Final Judging: The 5 recipes receiving the most online votes will be recognized as finalists. From the five finalists, scores from the Initial Judging of the prepared recipe for each entry and the Online Voting scores for that entry will be combined at the ratio of 80% Initial Judging scores and 20% for the Online Voting. The entry with the highest overall combined score will be deemed the Grand Prize Winner. In the event of a tie, the tied recipe with the highest Judge's score in creativity will be deemed the Grand Prize Winner, and if tie continues the tied recipe with the highest judges score in actual taste will be declared the winner. If tie continues the tied entries will be re-judged by a new independent Judge who will serve as a tiebreaker using the same criteria as stated in Initial Judging. Online Voting scores will not be used to break ties. Potential Prize Winners will be determined on or about December 1, 2011 and notified by email on or about December 5, 2011. The remaining 4 finalists will be considered Secondary Prize Winners. All potential winners will be required to complete, sign, and return an affidavit of eligibility, a liability release and, where lawful, a publicity release within 7 days of the receipt of the documents. If documents are not timely returned, or if a notification is returned as non-deliverable, or if a potential Prize Winner is found to be ineligible or otherwise not in compliance with these Official Rules, that potential Prize Winner's status may be forfeited and an alternate selected, based on the winner criteria outlined herein, if circumstances permit, as solely determined by Sponsor. Potential winners must provide Sponsor with his/her social security number for tax purposes.

PRIZE: Finalist Prizes: The 10 recipes selected in the Initial Judging round **and placed on the web site for public voting will each receive** a Renewable Choice 1-Year Family Wind Power Plan & Green Your Phone Product. Approximate Retail Value (ARV) \$190. **Grand Prize (1):** One Grand Prize winner will be awarded a prize package consisting of the following items; one Sub-Zero[®] PRO48 Refrigerator, one Calphalon[®] Unison Nonstick 10-pc. Cookware Set and one Calphalon[®] Katana Series 14-pc. Knife Block Set. Approximate Retail Value (ARV) of the Grand Prize is \$17,700. Prize is transferable for cash redemption in the amount of \$12,000. **Secondary Prizes (4):** Four Secondary prize winners will each receive one Calphalon Unison Nonstick 10-pc. Cookware Set and one Calphalon Katana Series 14-pc. Knife Block Set with an ARV of \$950. Prize is transferable for cash redemption in the amount of \$500. Winning recipes and winner information will be showcased on www.justbarechicken.com. Sponsor reserves the right to award a prize of equal or greater value. If a winner cannot accept the prize as stated, the respective prize will be forfeited in its entirety and awarded to an alternate winner, if circumstances permit. Taxes on all prizes are solely the responsibility of the Prize Winner. All properly claimed prizes will be awarded provided a sufficient number of eligible entries are received. In no event will Sponsor award more prizes than are listed in these Official Rules. Sponsor not responsible for loss, delay or damage in shipping. The total ARV of all prizes for the Contest is \$23,400. Limit one prize per household.

GENERAL CONDITIONS: By entering, entrants consent to use of their name, likeness, biographical information and voice in advertising worldwide and without compensation (where permitted. Further, they agree: (a) to release, discharge and agree to indemnify and hold harmless Sponsor, GNP Company[™], the company behind the Just BARE[®] brand, and its respective affiliate, subsidiary and related companies, retailers, advertising and promotion agencies, and all of their respective employees, officers and directors, representatives and agents, and Contest judges (collectively and individually "Releasees"), from and against any and all liability, claims, action, or proceedings, losses, injuries and damages of any kind (whether due to negligence or otherwise),

including personal injury, death, and/or property damage, and/or breach or failure of any representation or warranty, and/or infringement of Intellectual Property rights such as but not limited to, copyright, patent, trademark/trade name, and/or infringement of rights of publicity or privacy, defamation, slander, or libel, or portrayal in a false light, arising, in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize or participation in the Contest, or participation in any Contest related activity and (b) if the Prize Winners, by acceptance of prize, except where legally prohibited, grant permission, in perpetuity, for Sponsor (and agree to confirm such permission in writing) and those acting pursuant to Sponsor's authority to use his/her name, biographical information, photograph, voice and/or likeness and prize information, and entry recipe (and notwithstanding anything to the contrary in these Official Rules license the use of the entry recipe, which may be altered, changed, modified, edited, used alone, together or with other works, and/or used in distorted, illusory or composite form, as solely determined by Sponsor) for advertising, trade, commercial and promotional purposes without further compensation, at any times or time, in all media now known or hereafter discovered world wide and on the Internet and/or World Wide Web without notice or review or approval. Each entry recipe will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the Prize Winners, irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to her entry recipe including but not limited to all copyright and trademark rights, in the United States and worldwide, therein, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged. Upon request of Sponsor, each winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the entry recipe and of the copyrights transferred hereunder in favor of Sponsor, that a winner may now or later have; and to record and perfect same. Should Sponsor fail to request the said assignment as stated that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the transfer and/or assignment, and the winner agrees to comply with any such request. By entering, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules. By entering, entrants consent to the jurisdiction and venue of the federal, state or local courts in or nearest to St. Paul, MN.

Limitations of Liability: Releasees are not responsible for lost, late, damaged, stolen, separated, incomplete, illegible, misdirected or non-delivered entries; or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Web site or other connections availability, accessibility or traffic congestion, or miscommunications, or failed computer, network, telephone, satellite, or cable hardware, software or lines, or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions, or computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information. Releasees are not responsible for any incorrect or inaccurate information, including but not limited to typographical errors, whether caused by Web site users, or by any equipment or programming associated with or utilized in the Contest and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or

destruction or unauthorized access to, or tampering with or hacking of Web site. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds may be tampering with the entry process or operation of the Contest or Web site, may be acting in violation of the terms of the Web site or to be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. Releasees are not responsible for injury or damage to participants' or any other person's computer related to or resulting from participating in the Contest or downloading or copying materials from or use of Web site. If, for any reason, the Contest is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in the sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest, and determine winner from entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. Notice of termination will be provided on the Web site. Any attempt to deliberately damage any Web site or undermine the legitimate operation of the Contest is unlawful and subject to legal action by Sponsor or its agents, Releasees are not responsible for fraudulent communications made to entrants not by Sponsor. In case of dispute regarding Internet entries, the authorized subscriber of the email account used to enter the Contest at the actual time of entry will be deemed to be the participant, and must comply with these Official Rules. The authorized account subscriber is deemed to be the natural person who is assigned an email address by an Internet Access Provider, online service provider, or other organization which is responsible for assigning email addresses. **The information you disclose when you register for the Contest will be subject to the Privacy Policy set forth on the Web site.**

IN NO EVENT WILL RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANTS' ACCESS TO AND USE OF THE CONTEST INTERNET SITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

WINNERS LIST: On or about December 12, 2011 the prize winners will be announced on the website at www.justbarehicken.com. Winners will be posted until January 5, 2012.

SPONSOR: GNP Company™, the company behind the Just BARE® brand, 4150 Second Street South, Suite 200, St. Cloud, MN 56301.

ADMINISTRATOR: PERISCOPE®, 921 Washington Ave S, Minneapolis, MN 55415

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