

## CONTEST OFFICIAL RULES

### Tender Choice® pork Recipe Contest

#### Official Rules

Contest Starts: 10/01/2009

Contest Ends: 03 /31 /10

1. **NO PURCHASE NECESSARY:** Promotion starts on October 1, 2009, and ends March 31, 2010 (“Contest Period”). No purchase necessary to enter or win. A purchase will not increase your chances of winning.
2. **HOW TO ENTER:** You may enter online by visiting [www.tenderchoicepork.com](http://www.tenderchoicepork.com) and click on the Events and Contest tab to access the contest registration page. Complete an entry form by providing correct information in all required fields and following the instructions to submit an original recipe meeting the criteria set forth below in the Section 4 ‘Judging Criteria.’ Automated or robotic entries will be blocked and disregarded. Online entries including recipes must be received and recorded by Sponsor’s contest computer during the Contest Period. Proof of sending will not be deemed to be proof of receipt; no other form of electronic or digital entry will be accepted. Limit one (1) entry per person and one (1) entry per household. No photocopied or mechanically reproduced entries will be accepted. Sponsor is not responsible for entries which are lost, misdirected, damaged, incomplete, incorrect or for any printing error in these Official Rules or any other sweepstakes materials. All entries become the property of Sponsor and none will be returned. All entries must be received no later than 03/31/10 .
3. **PRIZE:** Prize: \$1000. Winner agrees to accept the prize “as is” and hereby acknowledges that Sponsor has neither made nor is in any manner responsible for liable for any warranty, representation or guarantee, express of implied, in fact or in law, relative to the prize, including express warranties (if any) provided exclusively by a prize supplier that may be sent along with the prize. All federal, state and local laws apply. All taxes and any other expenses incurred in connection with claim and use of prize are the sole responsibility of the winner.
4. **JUDGING CRITERIA:** All entries will be judged by a panel of three culinary professionals which will be comprised of a professional chef, the Tender Choice brand manager and one other culinary professional. Recipes must include Tender Choice pork as an ingredient and must include at least four (4) servings. Entries will be judged on the basis of flavor, ease of preparation, palatability, originality, creativity, accuracy, flow completeness of recipe descriptions, use of Tender Choice product, and suitability for consumer home use and family supper.
5. **ENTRANT’S REPRESENTATIONS:** By submitting an entry, you represent to the best of your knowledge that (a) the entry is an original recipe, (b) you are the creator of the recipe, and (c) the entry has not been previously published in any medium.
6. **SPONSOR’S RIGHTS TO ENTRIES:** By submitting an entry, you grant Cargill Meat Solutions Corporation the unconditional and perpetual right and permission to copyright,

reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use the recipe (with or without the use of your name) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from you or any other party. By submitting an entry, you further agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Cargill Meat Solutions Corporation, or any other person, on the grounds that any use of the recipe, or any derivative works, infringe upon any of your rights, including, without limitation, copyrights, moral rights. You further acknowledge that Cargill Meat Solutions Corporation is in no way obligated to publish or use your recipe in any way. Nothing herein shall constitute an employment, joint venture, or partnership relationship between you and Cargill Meat Solutions Corporation. In no way are you to be construed as the agent or to be acting as the agent of Cargill Meat Solutions Corporation. By submitting an entry, entrant agrees to the use of his/her name, photo and recipe submission in any form of publicity or trade promotion purposed by Cargill Meat Solutions Corporation, including but not limited to advertisements, calendars, advertising collateral materials, web site promotional content and press releases. Cargill Meat Solutions Corporation reserves the right to adapt, modify, edit and publish the recipes as it deems appropriate.

7. **ELIGIBILITY:** Contest only open to all legal residents of the 50 United States and District of Columbia, except for residents of New York, Florida and Rhode Island, and 18 years of age or older at time of entry. Employees of Cargill Meat Solutions Corporation (“Sponsor”), Launchpoint, and the respective parents, affiliates, subsidiaries, advertising and promotion agencies of each and their immediate family members (parents, siblings, children) and those living in the same household of each are not eligible to win. Sponsor reserves the right to verify to its satisfaction the eligibility of any entrant. All federal, state, and local laws apply. Void where prohibited.
8. **WINNER NOTIFICATION/RELEASES:** Winner will be notified by phone or mail on or around 04/15/10. Winner will be required to complete, sign and return an Affidavit of Eligibility, and a Liability Release, and where lawful, a Publicity Release, within ten days of receipt of notification and documents. If winner does not return documents timely, or if documents are returned as non-deliverable, or if winner is found to be ineligible or not in compliance with these Official Rules, then prize will be forfeited and awarded to an alternate winner selected by the same criteria. By acceptance of the prize, winner releases and agrees to indemnify and hold harmless Cargill Meat Solutions Corporation, Launchpoint, their respective parents, affiliates, subsidiaries, advertising and promotion agencies, the judging organization, and all of the respective directors, officers, representatives, employees and agents of each, from any and all liability, damages, claims or causes of action of any kind whatsoever (however named or described) for injuries, loss or damage to person(s), including death, and property, or rights of publicity or privacy, defamation, or portrayal in a false light which may arise with respect to participation in the Contest and/or the acceptance, possession, use/misuse of any prize(s), and/or participation in any Contest related activity. By participating in the Contest, entrants agree to be bound by these rules and to the decision of the Sponsor and its agents, whose decisions regarding all aspects of the Contest shall be final and binding. By accepting a prize, the winner grants permission for Sponsor and those acting

under Sponsor's authority, to use his/her name and likeness for advertising, trade and publicity purposes, world wide, including on the Internet, at any time or times without prior notification, review, or approval or further compensation, unless prohibited by law.

9. **LIMITATIONS OF LIABILITY:** Neither Sponsor nor its agencies are responsible for lost, late, misdirected, unintelligible, illegible, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), website, telephone or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, corrupted, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures, technical errors 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 any such information. Neither Sponsor nor its agencies are responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. Neither Sponsor nor its agencies are responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest, and assumes no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction, or unauthorized use to this website. If for any reason, the online component of Contest is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of Sponsor, which in the sole opinion of Sponsor, corrupts or affects the administration, security, fairness, integrity or proper conduct of the online component of this Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the online component of the Contest and select the Winner from in-store, mail-in and online entries received prior to and/or after (as appropriate) the action taken by Sponsor or by such method as may be deemed fair and appropriate by Sponsor. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or web site. In the event of a dispute as to ownership of online entries submitted by multiple users having the same email account, the authorized subscriber of the email account used to enter the Contest at the actual time of entry will be deemed to be the entrant 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 or the domain associated with the submitted email address.
10. **PRIVACY:** Information participants provide to Sponsor will be used to communicate with participants in relation to this Contest as well as to inform participants of other offers which Sponsor believes may be of interest. Winners' names, cities and states of residence may be posted on one or more of Sponsor's websites.
11. **DISPUTES:** Each participant agrees that: (1) any and all disputes, claims, and causes of action arising out of or in connection with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of Kansas; (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 a participant be permitted to obtain awards for, and each participant hereby waives all rights to claim punitive, incidental, or consequential damages, any other damages other than 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 participants and the Sponsor in connection with the Contest, shall be governed by and construed in accordance with the laws of the State of Kansas, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Kansas or any other jurisdiction) that could cause the application of the laws of any jurisdiction other than the State of Kansas.

12. SPONSOR: Cargill Meat Solutions Corporation, 151 North Main St., Wichita, KS 67202. All rights reserved. Sponsor reserves the right to cancel the Sweepstakes at any time and substitute another promotion in its place.

COPYRIGHT: © 2009 Cargill Meat Solutions Corporation. All rights reserved. Contest participants are hereby authorized to copy these Official Rules on the condition that it will be for the participant's personal use and not for any commercial purpose whatsoever.