

# **DOLE<sup>®</sup> 2018 Get Cooking with Fruit Student Recipe Contest**

## **Official Rules of Play**

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE CHANCES OF WINNING. CONTEST SUBJECT TO ALL APPLICABLE FEDERAL, STATE, LOCAL AND SCHOOL LAWS AND REGULATIONS.**

**1) ELIGIBILITY:** The DOLE<sup>®</sup> 2018 Get Cooking with Fruit Student Recipe Contest (the “Contest”) is open for entry only to students or representatives that are legal residents of the (50) United States and Washington, DC of all ages who attend K-12 schools (the “Entrant/Representative”). For students under 18 years of age, a parent or legal guardian age 18 or over must submit a Participant Release Form to their contest administrator. If student is at least 18 years of age, they can submit their own Participation Release Form to their contest administrator.

Contest Administrators at each school location must be 18 years or older and employed as a School Foodservice Professional in a public, private or home school recognized by the Department of Education at the time of entry. Employees, directors and officers, and their immediate families (spouse, parents, children, siblings, and their respective spouses, regardless of where they reside), and their respective household members, whether or not related, of Dole Packaged Foods, LLC (“Sponsor”), its parent, subsidiaries, affiliates, distributors, panel of judges, promotion and advertising agencies and any other company involved with the design, production, execution or distribution of Contest materials are not eligible to participate and/or win. Contest void where prohibited.

**2) TIMING:** The Contest will begin on Saturday, September 1, 2018 at 12:00:01 AM PST and end on Wednesday, October 31, 2018 at 11:59:59 PM PST (“Contest Period”).

**3) HOW TO ADMINISTER CONTEST:** For a Contest Administrator to enter the Contest they must:

- A. Read and sign up at [dolefoodservice.com/schoolcontest](http://dolefoodservice.com/schoolcontest). Contest Details, Instructions, Rules and Forms for the contest are also available for download online.
- B. Communicate and explain to the student body the contest details and requirements - to create an original recipe that incorporates and promotes fruit in a clever and unique way.

- C. At the close of the contest, Contest Administrator to gather all hardcopy submissions from students.
- D. Follow the School Contest "First Round of Judging" guidelines as noted in step 5B.
- E. Clearly mark each winning recipe from each grade level grouping. Each entry must be a unique/different recipe. All entries and materials submitted become the property of Sponsor and will not be returned.

The required Official Entry Form and Participation Release Forms along with student recipe submissions for each Entrant/Representative must be mailed to: **DOLE® 2018 Get Cooking with Fruit Student Recipe Contest, P.O. Box 810, Hudson, WI 54016**. All entries must be postmarked by October 31, 2018 and received by November 15, 2018.

#### **4) STUDENT RECIPE SUBMISSION REQUIREMENTS:**

- A. Recipe must be written or printed on an 8.5" x 11" piece of paper and include student name, student age, school name, school address, recipe title, instructions and a hardcopy picture taken of the recipe.
- B. Recipe must incorporate fruit and should be innovative, fun, creative and original. Each individual student needs to create a recipe of their own.
- C. Recipe must be the original creation of the submitting Entrant/Representative, must be designed and created between September 1, 2018 and October 31, 2018, and must not be/have been submitted to or published or broadcast by any other publication or media company.
- D. Entries must be in English language only.
- E. Each submitted entry must be an original recipe which is under no restriction, contractual or otherwise, that will prevent Sponsor's use of the submission, and each submission must be free of any claims of third parties. Entrant/Representative acknowledges, agrees and warrants that, nothing in the recipe infringes on any copyrights, confidential information, trade secrets or trademarks belonging to any person or entity other than the student participant or entrant/representative, or violates any person's rights of privacy or publicity and that all necessary releases and permissions have been secured.
- F. Submissions must be family-friendly and must not contain unsafe behavior or situations or material considered illegal.
- G. Entrants/Representatives agree to and understand that submissions will be made available to the public, including but not limited to posting on the Internet. Whether or not submissions are published on the Internet, Sponsor does not guarantee any confidentiality of any submission.
- H. Sponsor is not responsible for any expenses incurred in the creation and delivery of any entries/submissions.

- I. By submitting an entry the Entrant/Representative agrees to grant and assign to Sponsor all intellectual property rights in the submission and each of its constituent parts, which rights include, without limitation, the Sponsor's right to publish, use, adapt, edit and/or modify any submission in any way, make available to the public and/or reproduce the submission through any media without limitation, for commercial or non-commercial use, and without additional consideration to the Entrant/Representative. In addition, entrant/representative warrants that any so called "moral rights" in the submission have been waived and Entrant/Representative acknowledges and agrees that Sponsor may use any ideas from any submission or other submitted materials, whether entrant/representative has been awarded a prize in connection with any such submission or other materials.
- J. Any submission that does not comply with the above restrictions or any other requirement specified herein is subject to disqualification. Furthermore, Sponsor reserves the right at its sole discretion to decline any submission from the Contest for any reason.

## **5) CONTEST JUDGING & SELECTION OF WINNERS:**

**A. Judging and awarding of prizes** are grouped into two (2) grade level groupings, as follows:

1. K-5th Grade
2. 6<sup>th</sup> – 12<sup>th</sup> Grade

**B. First Round of Judging (by School Contest Administrator):**

Students will submit hardcopy recipes to Contest Administrator who will judge recipes on the following criteria:

- a) Incorporation of fruit.
- b) Creativity, originality and visual appeal.

Three (3) winning entries per grade level grouping allowed. Clearly note winners on recipe hardcopies.

**C. Second Round of Judging (by Sponsor):**

All accepted entries will be reviewed and judged by a panel of judges selected at the sole discretion of Sponsor. Judging will be based and scored on the following judging criteria, at up to 50 points for each criterion:

- a) Incorporation of fruit.
- b) Creativity, originality and visual appeal.

The winning entries per grade level grouping receiving the highest combined scores will be designated the Grand Prize winners and the entries with the second highest combined scores will be designated the Runner Up winners.

In case of a tie, the tied entry with the higher/highest score for the "Incorporation of fruit" criterion will be designated the winner. Decisions of judges are final and binding in all respects for all matters relating to the judging. Winners will be notified on or about November 16, 2018.

**6) CONTEST PRIZES:** All prizes will be awarded to the school indicated on the winning Official Contest Entry Forms. **Two (2) Grand Prizes:** Each Grand Prize includes one (1) Game Console (student prize) and one (1) Plaque (student prize). Grade Levels K-5 will have the option to either receive one (1) \$1,000.00 in American Express Gift Cheques (school prize) or one (1) Captain Planet Learning Garden (school prize) for the school, plus ten (10) cases of DOLE® FRUIT BOWLS® in 100% Fruit Juice (school prize). Grade Levels 6-12 will receive one (1) \$1,000.00 in American Express Gift Cheques (school prize) plus ten (10) cases of DOLE® FRUIT BOWLS® in 100% Fruit Juice (school prize) for the school; Total Approximate Retail Value (ARV) \$1,800.00 to \$3,300.00 each Grand Prize. **Two (2) Runner Up Prizes:** Each Runner Up Prize includes one (1) Plaque (student prize), plus ten (10) cases of DOLE FRUIT BOWLS in 100% Juice (school prize) for the school; Approximate Retail Value (ARV) \$350.00 each Runner Up Prize. Prizes are not transferable and cannot be redeemed for cash. All taxes, and all other costs and expenses not specified, are not included and are the sole responsibility of the winner. Limit one prize per grade level grouping per school.

**7) GENERAL:** By entering each participant agrees to release, indemnify and hold harmless Sponsor, Administrator, the Contest judges, their respective parent, subsidiary, affiliated and successor companies, advertising and promotion agencies and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors and assigns from any and all actions, claims, injury, loss or damage (whether due to negligence or otherwise) to person or persons, including death, or property, or due to breach or failure of any representation or warranty, or infringement upon any third party's rights, arising in any manner, directly or indirectly, in whole or in part from participation in this Contest or any Contest related activity.

Sponsor is not responsible for lost, late, incomplete, invalid, illegible or misdirected entries, which will be disqualified; or for any error, human, technical or otherwise; or any injury or damage to Entrant/Representative's or any other person's computer related to or resulting from participating in or accessing or downloading information in connection with this Contest. Sponsor reserves the right at its sole discretion to modify, cancel or suspend this Contest for any reason whatsoever or cause beyond the control of Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds tampering with the operation of the Contest or acting in violation of these Official Rules or applicable law. Any attempt by an individual to deliberately tamper with or undermine the legitimate operation of the Contest is in violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek remedies and damages from any such individual to the fullest extent permitted by law, including criminal prosecution; and if such individual enters the Contest he/she will be disqualified. Submissions delayed past the submission deadline of the Contest will not be accepted and will be destroyed.

Winners of the Grand and Runner Up Prizes will be required to sign, have notarized, and return an Affidavit of Eligibility & Liability Release, and where lawful, a Publicity Release,

within ten (10) days of first attempted notification to receive the prize. Failure to comply may result in disqualification. By participating, entrant/representative acknowledges and agrees to these Official Rules and the decisions of the Sponsor. Any unclaimed or undeliverable prize will not be awarded. By accepting a prize, winner consents to the use of his/her name, likeness, photographs, statements, voice and/or biographical information by the Sponsor for advertising/trade purposes without further compensation, unless prohibited by law. Winner further agrees that Dole Packaged Foods, LLC and/or its related parent, affiliated and subsidiary companies and their respective directors, employees, agents and advertising and promotion agencies are not liable for any injury, damage, liability, expense, accident, delay, irregularity, loss or claim arising from or in connection with acceptance, possession or use of the prize or participation in any prize-related activity, and acknowledges that none of said parties have made or are in any manner responsible for any warranty, representation or guarantee, express or implied, relative to any prize, including without limitation, its quality or fitness for a particular purpose. Any tax liability is the responsibility of the winner. As a condition of entering, Entrant/Representative agrees that all disputes arising out of this contest shall be resolved without resort to litigation. Prizes are not exchangeable or transferable and cannot be redeemed for cash. In the event of unavailability of stated prize, sponsor reserves the right to substitute a prize of equal or greater value. In no event will more than the stated number of prizes be awarded.

**8) Limitations of Liability:** Sponsor is 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 (including filtering by or other operation of the functionality of mobile phone carriers); (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, corrupted, misdirected, inaccessible or incomplete email transmissions/uploads/entries; 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 a person'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 (as determined by Sponsor in their sole discretion); if not possible, Sponsor shall have no liability of any kind. If the Contest, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for the prizes offered herein or to make the prizes available to be won in another manner of Sponsor's sole choosing which is fair, appropriate and consistent with these Official Rules (as determined by Sponsor in its sole discretion). And, notice of such action by Sponsor shall be posted on the Contest website.

**9) PRIVACY:** Personal information collected from Contest Entrant/Representative will be used by Sponsor for the purpose of administering the Contest and may also be used to provide Entrant/Representative with information relating to products, services and promotions of Sponsor and affiliates of Sponsor. Sponsor will not sell, share or otherwise disclose personal information of entrant/representative with third parties, other

than to third parties engaged by Sponsor to fulfill the above purposes. If you have more questions about the Sponsor's Privacy Policy or would like to have your name and personal information removed from Sponsor's records, you may contact the Sponsor by e-mail at: [Dole.Consumer.Center@doleintl.com](mailto:Dole.Consumer.Center@doleintl.com) or by mail at: Dole Packaged Foods, LLC, Attention: Consumer Center, 3059 Townsgate Road, Ste 400, Westlake Village, CA 91361. For Sponsor's complete Privacy Policy, visit <http://www.dolefoodservice.com/privacy-policy>

**10) OFFICIAL RULES and/or WINNERS LIST:** For names of Contest winners, mail a stamped, self-addressed envelope with your hand-printed request to: DOLE® 2018 Get Cooking with Fruit Student Recipe Contest Winners List, P.O. Box 15162, St. Louis, MO 63110 to be received by November 30, 2018.

**11) CONTEST SPONSOR:** Dole Packaged Foods, LLC, 3059 Townsgate Road, Ste 400, Westlake Village, CA 91361

**Submission materials to be sent to: DOLE® 2018 Get Cooking with Fruit Student Recipe Contest, P.O. Box 810, Hudson, WI 54016**

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