## CHEF CHALLENGE CONTEST OFFICIAL RULES

## MANY WILL ENTER, FEW WILL WIN. NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Only legal residents of the 50 United States, and the District of Columbia, who are 18 years or older at the time of entry (residents of Alabama, and Nebraska must be 19 years of age, residents of Mississippi must be 21 years of age) and have served in the military are eligible to enter the Chef Challenge Contest ("Contest"). Void where prohibited and subject to all applicable laws and regulations. Sponsor(s) (as defined below), Sponsor'(s) parent, subsidiary and affiliate entities and their respective officers, directors, agents, and employees, as well as the immediate family (spouse, parents, siblings and children) and household members (whether or not related) of each such Sponsor, are not eligible to enter or win. Viacom Media Networks, Facebook, and each of their respective parents, affiliates, subsidiaries and advertising and promotion agencies are not eligible to enter or win. Entrants must fulfill all requirements set forth in the Official Rules and abide by all decisions of the Sponsor(s) and/or Administrator in order to be eligible for a prize.

## 2. How to Enter:

**Contest Submission**: Eligible individuals ("Contestants") may enter the Contest by visiting http://www.mallofamerica.com/dining/culinary-fest/chef-challenge (the "Website") and following the links and instructions for the Contest (with the military person's name, contact information, an original recipe, Military Rank & Branch and a brief description of military career) (the "Recipe Submission") no later than Monday, October 16, 2017 by 12 p.m./Noon CST. Recipe Submission must meet the following requirements: (i) the Recipe Submission must not violate any copyright, trademark or other intellectual property laws or rights of any third party; and (ii) no professional chefs may assist a Contestant. By completing the entry form in accordance with the instructions as specified on the Website. Entries are limited to one per person and email address. All entries will be deemed to have been made by the authorized account holder for the submitted email address. Submitting mass entries or entries generated by a script, macro or use of automated devices is prohibited and may result in disqualification.

Sponsor will provide the supplies and equipment listed below at each cooking station: 2 6' tables for preparation, a <sup>1</sup>/<sub>4</sub> convention oven, 2 range induction burners, refrigerator, Microwave, 2 prep bowls for ingredients, 3 spoons, 2 spatulas, and 1 baking sheet per contestant. You may not bring any additional preparation items. Each member will be allowed one (1) secret ingredient, which must fit into an Ammo pack (dimensions: 7" x 2.5" x 5"), and can be used for each round of the competition. Only those entries meeting all the requirements will be eligible for judging. Any entry or Recipe Submission that, in the opinion of the Sponsor(s) or Judge(s), is incomplete, unreadable, illegible, or offensive will be disqualified.

**Chef Challenge:** Contestants must be available for competition on Saturday, November 11, 2017 from 11:00 a.m. – 7:00 p.m. and must be present to win. The Chef Challenge will consist of three (3) Rounds. Each military Contestant will be paired with a Mall of America Tenant Chef and together they will be considered a Chef/Contestant team for the remainder of the Contest.

**Round 1:** Eight (8) Chef/Contestant teams will be divided into two (2) groups of four (4) Chef/Contestant groups. Round 1 will consist of two competition times: Group 1A at approximately 12:00 p.m. (Noon) and Group 1B at approximately 1:00 p.m. Each team will choose an MRE food item from the MRE pantry in accordance with the direction of the Administrator (ie. appetizer, main course, dessert). Teams will have 15 minutes to prep and set-up kitchen. No cooking or food prep is allowed at this time. After this, teams will have 30 minutes to cook and plate the meal, which is immediately presented to the judges. The two (2) highest scoring teams from each of the two groups (Group 1A and Group 1B) will proceed to Round 2.

**Round 2:** Round 2 will begin at approximately 2:00 p.m. The top four (4) Chef/Contestant teams will choose an MRE food item(s) from the MRE pantry in accordance with the direction of the Administrator. Teams will

have 15 minutes to prep and set-up kitchen. No cooking or food prep is allowed at this time. After this, teams will have 1 hour to cook and plate the meal, which is immediately presented to the judges.

**Final Round:** The final Round will consist of two (2) Chef/Contestant teams and will begin at approximately 4:00 p.m. Each team will choose 1-2 MRE food item(s) from the MRE pantry in accordance with the direction of the Administrator. At the end of this round, the Contestant/Chef Team will receive the Grand Prize. Teams will have 15 minutes to prep and set-up kitchen. No cooking or food prep is allowed at this time. After this, teams will have 1 hour to cook and plate the meal, which is immediately presented to the judges.

**Judging Criteria:** A weighted 30-point judging system will be used for the Recipe Submissions based on the following criteria: (a) Taste/flavor of MRE - 10 points, (b) Use of MRE Ingredients - 10 points, (c) Skill Level – 5 points, and (d) presentation – 5 points. The judge(s) will be qualified Chefs, nutritionists, radio personalities from local stations and marketing professionals will judge on (a) – (d) above (the "Judge(s)".

**Tiebreaker Procedure**: The final decision in the event of a tie will be made by Judge(s) based on the following order of precedence: the Contestant with the highest judge's score in Taste/flavor will take the higher place. If a tie remains, then the Contestant with the highest judge's score in Use of MRE Ingredients will take the higher place.

**Entry Period:** The Contest Period begins on Friday, October 6, 2017, at 4 p.m. noon Central Time ("CT") and ends on Monday, October 16, 2017 at 12 p.m. noon CT (the "Entry Recipe Submission Deadline"). Entries received after the Entry Recipe Submission Deadline or outside the Contest Period are void. **All entries must be received by Sponsor(s) on or before Entry Recipe Submission Deadline** as determined by Sponsor'(s) clock. This Contest is in no way sponsored, endorsed, administered by, or associated with Facebook. By entering, you understand that you are providing your information to Sponsor(s) and not Facebook.

Odds of Winning Odds of winning depend on the total combined number of eligible entries received.

**3.** Winner Notification/Requirements: Each potential Prize winner will be notified by email, mail or phone by Wednesday, October 18, 2017. Any potential Prize winner may be required to sign and return to Sponsor(s), at the end of the Contest, an Affidavit of Eligibility, General Release & Waiver, and Publicity Release in the form or forms provided by Sponsor(s) (where and to the extent legally permissible) in order to claim the Prize. A Prize must be claimed at the end of the Contest or the Prize will be forfeited. If a potential Prize winner cannot be contacted, or fails to sign and return the applicable Affidavit of Eligibility, General Release & Waiver, and/or Publicity Release within the required time period noted above, the potential Prize winner will be disqualified and forfeits the Prize. If not disqualified, the potential Prize winner must continue to comply with all terms and conditions of these Official Rules, and winning and awarding of the Prize is contingent upon fulfilling all requirements. Failure to comply with these requirements, return of Prize notification or Prize, and the Judge(s) will select an alternate winner. If, after selection of three (3) consecutive alternate potential winners, no alternate winner qualifies to receive the Prize, then the Prize will remain un-awarded.

## 4. Prize(s) and Donor(s):

<u>Military Personnel Prizes</u>: Grand Prize: \$250.00 MOA Gift Card, (1) night stay in a Bloomington, MN hotel, 4 Nickelodeon Universe All Day Wristbands, and 4 Moose Mountain passes ARV: \$554.92. First Prize: \$100.00 MOA Gift Card, 4 Nickelodeon Universe All Day Wristbands, and 4 Moose Mountain passes ARV: \$275.00 2nd and 3rd Place Winners: \$50 MOA Gift Card, 4 Nickelodeon Universe All Day Wristbands, and 4 Moose Mountain passes ARV: \$229.96 4<sup>th</sup> – 7<sup>th</sup> Place Winners: 4 Nickelodeon Universe All Day Wristbands ARV: \$139.96

**<u>Chef Prizes</u>: Grand Prize:** \$150.00 MOA Gift Card, MOA Chef Challenge Official Plaque, (1) night stay in a Bloomington, MN hotel, 4 Nickelodeon Universe All Day Wristbands, and 4 Moose Mountain passes ARV: \$529.96 **First Prize:** \$150.00 MOA Gift Card, Nickelodeon Universe All Day Wristbands, and 4 Moose Mountain passes ARV: \$304.92. **2<sup>nd</sup>, and 3<sup>rd</sup> Place Winners:** 4 Nickelodeon All Day Wristbands, and 4

Moose Mountain passes ARV: \$304.92. 4<sup>th</sup> – 7<sup>th</sup> Place Winners: 4 Nickelodeon Universe All Day Wristbands ARV: \$139.96

Winner will not receive difference between actual and approximate retail value. Sponsor(s) make(s) no warranties concerning any component of a Prize that is not provided directly by Sponsor(s). Prize is nontransferable and not redeemable for cash, and no substitution will be made unless Sponsor(s), in its sole discretion, determines otherwise. Sponsor(s) reserves the right to substitute a Prize for one of equal or greater value, including cash, in Sponsor'(s) sole discretion, if a Prize should become unavailable for any reason. Winner is solely responsible for reporting and paying any and all applicable federal, state and local taxes, and for any and all other costs, assessments, expenses, and fees associated with Prize award, receipt and use. If a Prize allows the winner to share the Prize with guests, Sponsor(s) may require each of the winner's guests to sign and return a General Release & Waiver and Publicity Release, as a condition for use of any component of the Prize.

**5. Release/Publicity Consent:** As a condition to receipt of a Prize, winner agrees to sign a General Release & Waiver releasing Sponsor(s) and its parent, affiliate, subsidiary entities, its merchants, and their respective agents, employees, suppliers, and advertising/promotional and judging agencies (the "Sponsor Group") Viacom Media Networks, Facebook, and each of their respective parents, affiliates, subsidiaries, from any and all liability whatsoever for injuries, damages or losses to persons and/or property which may be sustained in connection with the Contest or the Prize. As a condition to receipt of any Prize, winners may be required to sign affidavits/disclaimers and tax forms, and winners are responsible for any and all costs, taxes, assessments, expenses, and fees associated with the Contest and Prize award, receipt and use. Except where prohibited by law, winners consent and agree to the use of their names, city and state/country, photographs, likeness, Submission(s), statements, video, and voices for broadcast, marketing and promotional purposes in any media (including, without limitation, online) by Sponsor(s) and its promotional agencies, Contest partners, designees, successors and assigns, before, during and after the Contest, without compensation or right of review, attribution, or notice, in perpetuity. Winners may be required by Sponsor(s) to sign a Publicity Release (where not prohibited by law) regarding such consent as a condition to receipt of a Prize.

6. Agreement to Official Rules: By participating in the Contest, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor(s) and/or Administrator (including but not limited to decisions regarding eligibility of entries, the selection of entrants and winners, and the awarding of prizes), which are final and binding in all matters related to the Contest. Sponsor(s) reserves the right, in its sole discretion, to terminate, modify or suspend the Contest if, in Sponsor'(s) opinion, there is any suspected or actual evidence of fraud, tampering, unauthorized intervention, technical difficulties or failures, or any other factor beyond Sponsor'(s) reasonable control that may affect the administration, security, fairness or integrity, or proper conduct of the Contest. Sponsor'(s) failure to enforce any term of these Official Rules shall not constitute a waiver of that term or any other term in these Official Rules. The invalidity or unenforceability of any provision is determined to be invalid or otherwise unenforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were eliminated from the rules.

**7. General Conditions:** Sponsor(s) reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failure, computer virus, tampering, unauthorized intervention, or any other factor beyond Sponsor'(s) control impairs the integrity or proper functioning of the Contest, as determined by Sponsor(s) in its sole discretion. In the event there is more than one Sponsor and the Sponsors) are in disagreement over a modification, suspension, or termination of the Contest, then MOAC Mall Holdings LLC shall have the final decision with respect to any modification, suspension, or termination of the Contest. Sponsor(s), in its sole discretion, reserves the right 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 these Official Rules or acting 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/or civil law, and, should such an attempt be made, Sponsor(s) reserves the right to prosecute and/or seek damages from any such person to the fullest extent permitted by law. Sponsor'(s) failure to enforce any provision of these Official

Rules shall not constitute a waiver of that provision. Sponsor(s) is not responsible for incomplete, illegible, misdirected, misprinted, late, or lost entries, Recipe Submissions or Prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties, or other errors of any kind or nature; or for the incorrect or incomplete capture of information, or the failure to capture any information. No mechanically reproduced, illegible, incomplete, forged, software-generated or otherwise multiple entries will be accepted. If any dispute regarding identity of any winner cannot be resolved to Sponsor'(s) satisfaction, that entrant/potential winner will be disqualified.

8. 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 Federal District Court of Hennepin County, Minnesota; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, 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.

**9. Governing Law:** The Contest is governed by the laws of the State of Minnesota, without regard to any choice of law provisions. 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(s) in connection with the Contest and/or any Prize, 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 (whether of the State of Minnesota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

**10. Entrant's Personal Information:** All personal information collected from entrant is subject to the Sponsor(s) Privacy Policy (as set forth on the website) except to the extent waived by a winner through agreement to a Publicity Release.

**11. Sponsor(s) and Administrator:** The Contest is sponsored and administrator by MOA Entertainment Company LLC, doing business as Mall of America, ("Sponsor(s) and "Administrator"), 2131 Lindau Lane, Suite 500, Broadway, Bloomington, MN 55425.

**12. Winners List/Official Rules**: For a complete list of winners and/or copies of the Official Contest Rules, send a self-addressed, stamped envelope to: Mall of America, Attn: Events Department, 2131 Lindau Land, Suite 500, Bloomington, MN 55425. All such requests must be received within six (6) weeks after the end of the Contest. These Official Rules will be posted on the Website during the Contest Period. All questions regarding the Contest can be referred to Meri Pearson of America Events Department at meri.pearson@moa.net.