## BUTTERBALL TURKETARIAN RECIPE SWEEPSTAKES OFFICIAL RULES

## No Purchase Necessary to Enter or Win. A purchase will not increase your chance of winning.

**ENTRY.** The Butterball Turketarian Recipe Sweepstakes ("Sweepstakes") begins at 12:01 AM Eastern Time ("EST") on Monday August 12, 2013 and ends at 11:59 PM (EST) on Sunday September 1, 2013 ("Promotion Period") and is offered by Butterball, LLC ("Sponsor"). To enter, complete and submit the online entry form available at http://www.butterballsweepstakes.com as directed by 11:59 PM EST, Sunday September 1, 2013. Entry must include an original recipe and may include photo the completed recipe (not required). Photo must be in .jpg format and no more than 2 MB. **Limit of one entry per person and per e-mail address.** The same recipe cannot be submitted as an entry by more than one entrant. All entries and photos become the property of the Sponsor and will not be returned.

Content Restrictions on Recipe and Photo. Recipe and photo must be solely your original work; do NOT copy the works of others (in whole or in part). Recipe and photo cannot violate the trademark, copyright or other rights of any third party. Be sure to get the prior consent of any person other than yourself appearing in the photo or from the photographer if not you. Photo cannot glamorize or advocate reckless/violent behavior or any illegal act. Photo cannot include inappropriate, offensive or obscene material (e.g., hate speech, alcohol consumption or pornographic images); photo cannot disparage, reflect poorly upon or otherwise adversely affect the goodwill and/or reputation of Sponsor. Photo must have been taken specifically for this Sweepstakes and not have been previously published.

**Grant of Rights in Recipe and Photo.** By entering the Sweepstakes, you grant to Sponsor and its designees the <u>non-exclusive</u>, irrevocable, perpetual, worldwide, royalty-free, transferable, sublicenseable right and license to use, perform, exhibit, reproduce and/or otherwise exploit the recipe and photo elements of your entry in any manner and in any and all distribution channels, venues or media now known or hereafter devised, without further notice or any compensation to you; and, you agree, without compensation and upon Sponsor's request, to sign any documentation deemed necessary by Sponsor to perfect, effect or record such grant of rights. You further agree to waive any "moral rights" that you may have in the recipe and photo and acknowledge that nothing herein in any way obligates Sponsor or its designees to use the recipe and photo (and, that such non-use will not result in any liability to Sponsor or its designees). Entrant further expressly acknowledges that Sponsor has wide access to ideas, stories, designs and other literary/artistic materials submitted to it from outside sources or being developed by its own employees and that such ideas/stories/designs/literary/artistic materials may be competitive with, similar to (or even identical to) a person's recipe and photo and that Sponsor shall have no liability to entrant or any third party in conjunction therewith.

For Mobile Device Users. Message and data rates apply to use of mobile device for Sweepstakes entry. You may be charged by your wireless carrier for submitting your entry via mobile device. Be sure to check your wireless carrier's pricing plan before entering via mobile device. Not all mobile devices offer wireless Internet access; and, wireless Internet access may not be available in all areas.

For purposes of these Official Rules, "receipt" of an online entry occurs when Sponsor's servers record the entry information. Any automated computer receipt (such as one confirming delivery of email) does not constitute proof of actual receipt by Sponsor of an online entry. Although subsequent attempts to enter may be received on any day, only the first entry received from a particular individual will count. One e-mail address per person – multiple entries by the same person using different e-mail addresses will be disqualified. Entries may only be made according to the methods described above. Every entry must be manually key stroked by entrant. Automated entries (including but not limited to entries submitted using any bot, script, macro, or sweepstakes service), copies, third party entries, facsimiles and/or mechanical reproductions are not permitted and will be disqualified. Only eligible entries actually received before the end of the specified entry period will be included in the prize drawing.

Sponsor and its agents assume no responsibility for any computer, online, telephone or technical malfunctions that may occur, for any incorrect or inaccurate information, whether caused by website users, any of the equipment or programming associated with or utilized in the sweepstakes, or any technical or human error which may occur in the processing of submissions in the sweepstakes. Sponsor and its agents assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alteration of, entries. Sponsor and its agents are not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players or browsers on account of technical problems or traffic congestion on the Internet, at any website or on account of any combination of the foregoing. Sponsor and its agents are not responsible for any injury or damage to participants or to any computer related to or resulting from participating or downloading materials in this sweepstakes. If, for any reason, the sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of this sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the sweepstakes in whole or in part and randomly select winners from among all eligible entries legitimately received prior to the cancellation, termination or modification. Notice of any cancellation, termination or modification will be posted on each of the urls listed above. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering or attempting to tamper with the entry process or the operation of the sweepstakes or the Website, violating the Official Rules, or acting in an unsportsmanlike or disruptive matter, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH

PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Entry data that have been tampered with or altered are void.

The person submitting an online entry must be the authorized account holder of the email address provided with the entry. "Authorized account holder" is the natural person who is assigned to an email address by the Internet Access Provider, online service provider, or other organization that is responsible for assigning email addresses. In the event of a dispute regarding the identity of the person submitting an online entry, the entry will be deemed to be submitted by the person in whose name the email account is registered. A potential winner may be required to provide Sponsor and its agents with proof that he/she is the authorized account holder of the email address associated with that entry.

**ELIGIBILITY**. Sweepstakes is open to legal residents of the following Sponsor Marketing Regions ("Marketing Region(s)") age 18 or older: Atlanta GA, Birmingham AL, Jacksonville FL, Miami FL, Montgomery AL, Orlando FL, and Tampa, FL. Entrant must legally reside in the Marketing Region he/she designates on the sweepstakes entry form or he/she will be disqualified. Employees, directors and officers of Butterball LLC, its parent, affiliated and subsidiary companies, advertising and promotion agencies, Katz Communications, Inc. ("Administrator") and participating radio stations and the immediate families (spouses and parents, siblings and children and their spouses) and members of the households of such individuals are not eligible. Void in New York, Rhode Island and where prohibited or limited by law.

**PRIZES**. 1 (one) Grand Prize in each Marketing Region, 7 (seven) Grand Prizes total, each consisting of one Butterball Turkey Gift Card for \$50 redeemable at participating retail locations. Approximate Retail Value of each prize is \$50. Taxes on prize and all expenses not specified related to acceptance and use of prize are winner's responsibility. No prize transfer. No cash or other prize substitution except by Sponsor who reserves right to substitute a prize, in whole or in part, for one of comparable or greater value in the event of unavailability. Odds of winning depend on number of eligible entries received.

WINNER SELECTION/NOTIFICATION. Winners will be selected in a random drawing on or about September 9, 2013 conducted by Katz Communications, Inc., independent judges. For the avoidance of doubt, provided that the recipe is in compliance with these Official Rules, the content of the recipe will not be taken into account in the winner selection process. Grand Prize winners will be notified by e-mail and/or telephone. Failure to respond or inability of Administrator to reach a potential First Prize winners within 2 business days will cause prize to be forfeited and awarded to an alternate. Limit one prize per person and/or household.

**GENERAL**. By participating, entrants agree (a) to the Official Rules and the decisions of the Sponsor and Administrator and their agents, which decisions shall be final; (b) to release and hold harmless Sponsor, Administrator, their parent and subsidiary companies, advertising and promotion agencies and participating radio stations and respective directors and employees from any and all liability, loss, injury or damage of any kind resulting in whole or in part, directly or indirectly, from participation in the sweepstakes and the acceptance and use of the prize; (c) if the winner, to the use by Sponsor of

name, voice, likeness/photograph for advertising and promotional purposes in any media without additional compensation, permission or notice; and (d) that Sponsor and Administrator have not made nor are they responsible for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to the prize, including but not limited to its quality.

**ENTRANT'S PERSONAL INFORMATION:** By entering the Sweepstakes, you are providing your personal information to Administrator. Entrant's personal information will only be used by Administrator for Winner notification and other legal and tax purposes if entrant is selected as the Winner. Personal Information collected from Entrants is subject to Butterball's Privacy Statement located at <a href="http://www.butterball.com/miscellaneous/corporate-pages/privacy-policy">http://www.butterball.com/miscellaneous/corporate-pages/privacy-policy</a>
By entering the Sweepstakes, you expressly agree to the terms of the Privacy Statement.

**WINNER'S NAME**. For name of winner, mail self-addressed stamped envelope to Butterball Sweepstakes Winner's List, c/o Katz Communications, Inc., 125 West 55<sup>th</sup> Street, New York, NY 10019 for receipt by September 9, 2013.

**SPONSOR:** Butterball, LLC, Garner, NC 27529

**ADMINISTRATOR:** Katz Communications, Inc., New York, NY 10019