

Watermelon.org Recipe Challenge 2020 | Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. Eligibility. Participation in the Watermelon.org Recipe Challenge (“Contest”) is open only to legal residents of the fifty United States, and the District of Columbia who are 18 years of age or older as of date of entry. Employees, officers, and directors of National Watermelon Promotion Board (NWPB) (“Sponsor”), its members, affiliates, advertising and promotional agencies, and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. All federal, state and local laws and regulations apply.

2. Agreement to Comply with Official Rules. Participation in this Contest constitutes entrant’s full and unconditional agreement to these Official Rules and the Sponsor’s decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein and winners are subject to the Official Rules of this Contest. In the event that any winner is found to be in violation of these Official Rules or is otherwise determined by Sponsor or its agents in their sole discretion to be ineligible, he/she may be required to forfeit the prize or to reimburse the Sponsor for the stated value of a prize if such a violation is found after costs have been incurred on behalf of a winner.

3. Timing. The Contest begins on May 18, 2020 at 12:01am Eastern Time (ET) and ends on August 21, 2020 at 11:59pm ET (the “Contest Period”). All entries must be received by 11:59pm ET on August 21, 2020.

4. How to Enter. To enter the Contest, Entrants must

1. Visit Watermelon.org during the Contest Period and find a recipe or carving from the website in one of three categories: Beverage, Food, Carving.
2. Recreate the selected recipe or carving with a personalized “unique spin.”
 - a. The unique spin can include any or all of the following:
 - i. Swapping out ingredients (up to 5).
 - ii. Changing the way the recipe is served.
 - iii. Adding something new to the recipe.

Important: Recipes must still contain watermelon as a primary ingredient. Recipes and carvings must remain the same “type” of recipe or carving as found on Watermelon.org (e.g., a salad must still be a salad; a shark carving must still be a shark carving).

3. Enter the recreated recipe or carving to either (1) entrant's Instagram page with the required hashtag below, or (2) the official contest entry form (watermelon.org/recipechallenge). Submissions must include:
 - a. Photo of recreated recipe or carving.
 - b. Caption/explanation that outlines the following:
 - i. The original dish found at Watermelon.org;
 - ii. The Entrant's Unique Spin;
 - iii. Contest Category (Beverage, Food or Carving).
 - c. Instagram entries must include the contest hashtag (**#WatermelonRecipeContest**). Only public Instagram profiles are eligible for entry.

Entries must be original and previously unpublished. Entries must be in English. No limit on the number of entries.

All entry information and photo(s) are collectively referred to herein as the "Submission." Submissions must comply with the Guidelines and Restrictions defined below. Sponsor reserves the right to reassign any Submission to a different category as it sees fit. Sponsor reserves the right to cancel or modify this Contest in the event an insufficient number of entries are received that meet the minimum judging criteria.

By entering, each entrant warrants and represents the following with respect to entrant's Submission: (a) entrant is the sole and exclusive owner of the Submission; (b) the Submission is entrant's own creation; (c) the Submission will not infringe on any rights of any third parties; and (d) any third parties appearing in the Submission have given entrant appropriate consent to be depicted and used as permitted herein. Sponsor reserves the right to request third party releases from any third party included in any Submission at any time. Failure to produce fully executed third party releases (if applicable) may result in disqualification of the Submission, in Sponsor's sole and absolute discretion.

To the extent permitted by applicable law, providing a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions, including not limited to the recipe as modified, in whole or in part, on a worldwide basis, in perpetuity, and to incorporate it into other works, in any form, media or technology now known or later developed, for any purpose whatsoever, including for promotional or marketing purposes.

No automated entry devices and/or programs permitted to submit any entry. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind

whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor.

5. Submission Guidelines and Content Restrictions. By entering, each entrant agrees that his or her Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the “Guidelines and Restrictions”) and that Sponsor, in its sole discretion, may remove any Submission and disqualify an entrant from the Contest if it believes, in its sole discretion, that the entrant’s Submission fails to conform to the Guidelines and Restrictions or otherwise is in violation of these rules.

Submission Guidelines:

- The Submission must share the entrant’s **recreated** watermelon dish using a recipe from Watermelon.org
- The Submission must not have been previously submitted to, or won, any other contest, or have been previously published anywhere.
- The Submission must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Contest.
- The entrant must have obtained any and all consents, approvals or licenses required for the Submission.
- The Submission image(s) may not contain any images of children, unless the entrant has obtained an appropriate release from the parent(s) or guardian(s).
- Any entrants submitting a recipe that contains alcohol must be 21 years of age or older.

Content Restrictions- Entries may NOT contain, as determined by Sponsor in its sole discretion, content that:

- violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- disparages any person or entity, including without limitation Sponsor or any other person or party affiliated with the promotion and administration of this Contest;
- is inappropriate, sexually explicit, indecent, obscene, offensive, pornographic, profane, hateful, tortious, defamatory, slanderous or libelous;
- promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- promotes illegal drugs, tobacco, gratuitous use of firearms/weapons (or the use of any of the foregoing) or a particular political agenda;

- is unlawful, in violation of or contrary to the laws or regulations of the United States or of any jurisdiction where Submission is created;
- communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or violates any law.

Sponsor reserves the right to reject or remove any Submission, in its sole and absolute discretion, that it determines does not meet the above criteria.

Sponsor's decisions are final and binding in all matters relating to this Contest, including, but not limited to, interpretation and application of these Official Rules. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

6. Judging/Judging Criteria. A panel of judges will ensure entry criteria are met and select a total of three (3) prize winners in each category (Beverage, Food and Carving) based on:

- 40% - Originality: "Unique spin" on the original watermelon recipe
- 35% - Visual presentation/appearance
- 25% - Photo quality

7. Prizes. The following three prizes will be given in each category, Beverage, Food and Carving, will be awarded:

1st Place: \$250 Gift Card + Watermelon Prize Pack of Retail Goods (Estimated Retail Value (ERV) \$50)

2nd Place: \$100 Gift Card + Watermelon Prize Pack of Retail Goods (ERV \$50)

3rd Place: \$50 Gift Card + Watermelon Prize Pack of Retail Goods (ERV \$50)

Total ERV for all prizes is \$1,650.00. Prize(s) are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. Prizes will be shipped to the entrant's provided residence address. No more than the stated number of prizes will be awarded. Any local, state or federal taxes are the responsibility of winners.

Sponsor reserves the right to award honorable mentions and/or additional prizes as seen fit.

8. Notification. Winners will be selected and notified on or around September 4, 2020.

Potential winner(s) will be notified via direct message on Instagram or via the email address provided in the contest entry form. All potential winners may be required to sign and return, where legal, an Affidavit of Eligibility, Liability/Publicity Release and/or rights transfer document

within two (2) days of prize notification. Additionally, potential winners may be required to submit releases from any and all third parties appearing in their respective Submissions. If any potential winner is considered a minor in his/her jurisdiction of residence, Liability/Publicity Release must be signed by his/her parent or legal guardian and such prize will be delivered to minor's parent/legal guardian and awarded in the name of parent/legal guardian. If potential winner cannot be reached within five (5) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if potential winner rejects his/her prize or in the event of noncompliance with these Contest rules and requirements, such prize will be forfeited and Sponsor will attempt to award the prize to the next potential winner.

9. Conditions. Submissions may be modified, edited, reformatted, rearranged, cropped, combined with other materials and/or otherwise modified, in Sponsor's sole and absolute discretion. Participation in the Contest and/or acceptance of a prize constitutes winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, Submission and/or any statements made by winner regarding the Contest or Sponsor for advertising and promotional purposes, without notice or additional compensation, except where prohibited by law. By participating, entrants and winners agree to release and hold harmless Sponsor and its advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, (collectively, "Released Entities") from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for or participation in Contest, or possession, acceptance and/or use or misuse of prize, or participation in any Contest-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action. Entrants who do not comply with these Official Rules or who attempt to interfere with this Contest in any way shall be disqualified. Sponsor is not responsible if Contest cannot take place or if prize cannot be awarded due to acts of God, acts of war, natural disasters, weather or acts of terrorism or any other cause beyond Sponsor's reasonable control.

10. Disputes; Governing Law. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. Any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. Additionally, entrants agree that this is the sole method for dispute

resolution and agree not to resort to any form of class action. The arbitration shall be conducted in Seminole County, Florida before a single arbitrator.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF FLORIDA WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in Seminole County, Florida. The parties agree not to raise the defense of forum non conveniens.

11. List of Winners. To obtain a list of winners, send a self-addressed, stamped envelope by September 14, 2020 to: Watermelon Board, Attn: Watermelon Recipe Challenge, 1321 Sundial Point, Winter Springs, FL 32708.

12. Sponsor. Watermelon Board, 1321 Sundial Point Winter Springs, FL 32708.

By entering this Contest, you acknowledge that THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, INSTAGRAM, FACEBOOK OR ANY OTHER SOCIAL MEDIA ENTITY OR ANY ENTITY OTHER THAN NWPB. YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND YOU AGREE TO A COMPLETE RELEASE OF ANY OTHER ENTITY INVOLVED IN THE ENTRY OF YOUR SUBMISSION.