

PowerUp POWER CHEF RECIPE CONTEST (“Contest”)

OFFICIAL CONTEST RULES

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

The POWER CHEF Recipe contest (the “Contest”) is designed to challenge and encourage “Entrant(s)” (or “You”) to eat more fruits and vegetables through the use of their creativity to create an original recipe using at least one (or more) fruit and/or vegetable that tastes delicious, is easy to prepare and meets additional nutrition guidelines as determined by HealthPartners PowerUp kids health initiative. An online voting process in conjunction with a live panel of judges will choose the winning entries, and prizes will be awarded in accordance with these Official Rules (these “Rules”).

1. BINDING AGREEMENT

By entering this Contest, Entrants accept and agree to be bound by these Official Rules. Any violation of these rules may result in disqualification. All decisions of the judges regarding this Contest are final and binding in all respects.

2. CONTEST PERIOD

Contest begins 12:00:00 a.m. CT on April 28, 2017 and all recipe entries must be received by 11:59:59 p.m. CT on May 26, 2017 (“Contest Period”). Sponsor’s computer is the official time keeping device for the Contest.

3. WHO CAN ENTER

To be eligible to enter the Contest, an Entrant must: (a) Be legal Minnesota or Wisconsin residents and (b) be eighteen (18) years of age or older and (c) have lawful access to the methods of entry set forth in these Official Rules.

Officers, directors and employees of the Sponsor, the judging organization, or any other party associated with the development or administration of this “Contest”, and the immediate family (i.e., parents, children, siblings, spouse) and persons residing in the same household, as such individuals, are not eligible to enter this “Contest” or win a prize.

4. SPONSOR

The Contest is sponsored by Lakeview Health Foundation, PowerUp, 927 Churchill St. W., Stillwater, MN 55082. PowerUp is a community-wide initiative to make it easy, fun and popular for kids to eat well and be active. PowerUp is supported by the Lakeview Foundation and HealthPartners, in



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partnership with Lakeview Hospital, Stillwater Medical Group, Hudson Hospital & Clinic, Westfields Hospital & Clinic and Amery Hospital & Clinic.

5. HOW TO ENTER

NO PURCHASE IS NECESSARY TO ENTER OR WIN. Limit: One (1) one entry per person/email. The Recipe Contest begins on April 28, 2017 and all entries must be received by 11:59:59 p.m. CT on May 26, 2017. Please see Privacy Policy located at www.lakeviewhealth.org for details of Sponsor's policy regarding the use of personal information.

To enter, visit www.powerup4kids.org/week and complete the online entry form, or mail or deliver entry to PowerUp Power Chef Recipe Contest, c/o Lakeview Health Foundation, PowerUp, 927 Churchill St. W., Stillwater, MN 55082.

6. RECIPE REQUIREMENTS. The recipe must meet the following criteria ("Recipe Requirements"):
- a. The recipe must have a name and the recipe name may not include any person's name, brand name or any questionable words.
 - b. The recipe must include all measurements in non-metric units, how many it serves, and serving size, include step-by-step preparation and cooking instructions, and meets these criteria: (i) contains at least one or more fruit and/or vegetable, and meet PowerUp recipe nutrition guidelines: (ii) includes whole grains, if grains are included, (iii) contains no trans fat or partially hydrogenated oils/fats, if it includes fats, (iv) contains no or minimal "added" sugar (e.g. sugar, corn syrup, brown sugar, maple syrup, honey, etc.), minimal referring to 1 to 1 ½ teaspoons or less of an "added" sugar per serving; and (v) include lean cuts of animal protein (e.g. chicken, turkey, lean ground beef), if animal protein included. Entries must indicate which criterion/criteria have been satisfied.
 - c. The recipe must be original (i.e. created by entrant), unpublished works that do not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity; and must conform to Sponsor's then-current standards and practices and policies as established or determined by Sponsor in its sole discretion.
 - d. The recipe must not contain any content, material or element that displays any third-party advertising, slogan, logo, trade mark or otherwise indicates a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Contest, as determined by PowerUp/HealthPartners, in its sole discretion.
 - e. The recipe cannot contain any content, element or material that violates a third party's publicity, privacy or intellectual property rights.
 - f. The recipe submission may not contain profanity or references to violence, or demean any gender, race, religion or sexual orientation.



- g. Entrants must own the copyright to, or otherwise have all necessary rights in, their entry materials. Sponsor reserves the right to disqualify any entrant or remove any entry based on a claim of copyright infringement.
 - h. Entry constitutes an unlimited perpetual license to Sponsor to use entry materials, including, but not limited to, the right to copy, distribute, publicly perform and display the entry materials on its websites, television stations and in any and all media whether now known or hereinafter invented.
 - i. Mailed entries must include the name of the entrant, a phone number, and an email address (optional).
7. PowerUp/Lakeview Health Foundation/HealthPartners reserves the right, in its sole discretion, to disqualify any Entrant who submits a recipe that does not meet the “Recipe Requirements”. Incomplete entries or entries not complying with these “Official Contest Rules” are subject to disqualification.
8. **DISCLAIMERS.** Sponsor is not responsible for error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry, winner(s) or other Contest information by Sponsor or entrants for any reason whatsoever. Sponsor is also not responsible for any injury or damage to any entrant’s or any other person’s computer related to or resulting from playing or downloading any materials in the giveaway or for entries that are late, misdirected or incomplete. All entry materials may be maintained as part of PowerUp/HealthPartners Contest records. Sponsor reserves the right to cancel or modify the Contest if it becomes technically or otherwise corrupted.

9. JUDGING

Eight (8) finalists will be selected by Sponsor based on originality, ease of prep, use of at least one (or more) fruit and/or vegetable, alignment with the additional PowerUp nutrition criteria and recipe requirements (as outlined in 6a-i), and these Rules. Sponsor’s determination of whether recipe is eligible will be final.

The recipes from the 8 finalists will be posted online (website and social media) for user voting beginning May 31, 2017, and continuing through June 4, 2017. The top five (5) winning recipe entries will be determined by internet voting in accordance with voting rules announced at the time votes are solicited. The contestants with the most votes will be the top five (5) winning recipes. In the event of a tie, Sponsor will select the winner in its sole discretion. Sponsor reserves

the right to cancel the Contest, or, at its option, to select the winner by alternate means if, in Sponsor's discretion, the voting becomes technically or otherwise corrupted.

The top five (5) recipe entries with the most online votes will move on to the final judging panel on June 6, 2017. Each recipe will be evaluated and scored based on the following "Criteria": (i) Originality; (ii) Use of at least one (or more) fruit and/or vegetable and adherence to the additional nutrition criteria requirements; (iii) Taste; and (iv) Ease of Prep. In the event of a tie, the judges will re-evaluate the tied recipes according to the Criteria until the tie is broken. The tied recipes will be put up for a re-vote amongst the judges until the tie is broken.

10. Decisions of the judges are final and binding. In the event there are not enough eligible entries, not all prizes will be awarded. If a winner is unable for whatever reason to accept their prize, the PowerUp/HealthPartners reserves the right to award the prize to another entrant.
11. All entries received that are mutilated, tampered with, illegible, or from ineligible entrants will be void. All entries become property of Sponsor and will not be acknowledged or returned.

12. THE PRIZES

1ST Place/Grand Prize Winner will receive: (i) INSTAPOT® Gift Pack (including an InstaPot®, plus other cooking gear); and (ii) Winning Recipe will be featured by PowerUp/HealthPartners. The retail value of this prize is \$150-200; featured recipe has no retail value. The prize is provided by PowerUp/ HealthPartners.

2nd and 3rd Place Winners will receive: (i) PowerUp Gift Pack (including a variety of cooking gear); and (ii) Recipe will be featured by PowerUp/ HealthPartners. The retail value of this prize is \$50-75; featured recipe has no retail value. The prize is provided by PowerUp/HealthPartners.

2 Honorable Mentions (4th and 5th place) will receive: (i) PowerUp Gift Pack (including a variety of cooking gear); and (ii) Recipe will be featured by PowerUp/HealthPartners. The retail value of this prize is \$25-35; featured recipe has no retail value. The prize is provided by PowerUp/HealthPartners.

Crowd Pleaser award (Likes on social media) will receive: Recipe featured by PowerUp/HealthPartners. Featured recipe has no retail value.

13. NOTIFICATION OF WINNERS: The winner will be notified in person on June 6, 2017 if they are able to attend the final judging event or by phone on or about June 7, 2017. The winner will be required to complete, sign and return a Certification of Eligibility and Release and claim the prize in a manner determined by Sponsor in its sole discretion with seven (7) days of the date of notification



or they will be disqualified. If a winner cannot be reached, or if a winner does not return the signed and completed Certification of Eligibility and Release and claim the prize within the designated time period, Sponsor will select an alternate winner if, in Sponsor's reasonable discretion, time permits.

14. Prizes cannot be redeemed for cash or substituted for any other items by the winner. The winner cannot assign or transfer prize. Sponsor reserves the right to substitute a prize of like or greater value, including cash, for any prize, for any reason.
15. The winner is responsible for all local, county, state and federal taxes on prizes based on the value of the prizes set forth in these Official Rules.
16. Only one prize will be awarded per household. Individuals are eligible to win only one prize within a 60-day period, regardless of the number of giveaways entered.

ODDS OF WINNING MISCELLANEOUS

17. Odds of winning depend on the number of entries received.
18. Except where prohibited by law, entry constitutes entrant's permission for Sponsor to use winner's name, hometown, likeness, and photograph for broadcast, online posting, and/or any other media, including advertising and publicity purposes, without additional compensation.
19. These Official Rules are available at www.powerup4kids.org/week or email info@powerup4kids.org through June 7, 2017.
20. Winner's List: Top 5 winning recipes will be listed online at www.powerup4kids.org and on PowerUp's social media sites. You may request a list of winners after June 7, 2017 by sending an email to info@powerup4kids.org or send a separate, self-addressed, stamped envelope after June 7, 2017 to: PowerUp, Lakeview Foundation, 927 Churchill St. W., Stillwater, MN 55082.
21. This Contest is subject to all applicable laws and regulations and is void where prohibited or restricted by law, including without limitations, in jurisdictions requiring registration, filing, trust account, or posting of a bond, or any other requirements or disclosures that are not expressly satisfied by these rules. Sponsor is not responsible for typographical or other errors in the printing, offering, or administration of the Contest, or in the announcement of the prize. In the event of a dispute over who submitted a particular entry, Sponsor will determine the entrant's identity or select an alternate winner, in its sole discretion.

22. By entering, participants represent that they are eligible, and agree (a) to be bound by these Official Rules and the decisions of the judges, (b) to release Sponsor, its parent, subsidiaries, affiliates, directors, officers, employees, and agents from any and all liability for any injuries, losses, or damages of any kind caused by any prize or resulting from acceptance, possession, use or misuse of any prize, and (c) PowerUp's use of entrants' personal information as described in the Privacy Policy located at www.lakeviewhealth.org



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