

2020 Mondelez International OREO® Cookie Recipe Contest

1. **Introduction:** Nation’s Restaurant News, Food Management and Restaurant Hospitality (collectively “Informa”), in conjunction with Mondelēz Global, LLC (“Mondelēz”) (collectively, “Sponsors”), present the 2020 OREO® Recipe Contest (“Contest”) for Professional Chefs, Restaurant Owners, Culinary Industry Operators, Culinary Professionals and Culinary Students. The Contest consists of two (2) separate components, each of which offers its own prize(s): (A) A recipe contest open to Professional Chefs and Restaurant Owners only; and (B) A recipe contest open to Culinary Students only, as described below. Participation in the Contest constitutes full and unconditional acceptance of these Official rules.

Component (A): The 2020 OREO® Recipe Contest invites Professional Chefs, Restaurant Owners, Culinary Industry Operators and Culinary Professionals from across the United States to enter original OREO®-focused recipes for a chance to win a Grand Prize of \$5,000 and a 1-year supply of OREO® Cookie Pieces (1 case per month of Medium Cookie Pieces – 4-2.5 lb. bags for 12 months); winning recipe and name with photo featured in print and online in *Nation’s Restaurant News, Food Management and Restaurant Hospitality* and Mondelez International Foodservice website. Four (4) runners-up in the Professional category will win \$1,000 and a 1-year supply of OREO® Cookie pieces (1 case per month of Medium Cookie Pieces – 4- 2.5 lb. bags for 12 months); names and winning recipes with photos will be featured in print and online in *Nation’s Restaurant News, Food Management and Restaurant Hospitality*, and Mondelez International Foodservice website.

Component (B): Culinary Students are invited to enter original OREO®-focused recipes for a chance to win a Culinary Student Grand Prize of \$1,000 and a \$100 OREO® Swag Bag; winning recipe and name with photo will be featured in print and online in *Nation’s Restaurant News, Food Management and Restaurant Hospitality* and Mondelez International Foodservice website.

Culinary Students are not eligible to enter the Professional Chefs/Restaurant Owners/Culinary Industry Operators/Culinary Professional component of the Contest, and Professional Chefs/Restaurant Owners/Culinary Industry Operators/Culinary Professional are not eligible to enter the Culinary Student component of the Contest.

2. **Eligibility:** To be eligible to participate in the Contest, entrant must be a legal resident of one of the 50 United States or the District of Columbia (“D.C.”) with the exception of Arizona, Maryland and North Dakota, 18 years of age or older as of July 1, 2020 (19 or older if a resident of Alabama or Nebraska), and: for Component (A), employed as a working chef, restaurant owner, culinary industry operator, or culinary professional; for Component (B), a Culinary Student, (as defined below). Employees of Sponsors, their respective parents, subsidiaries,

affiliates, advertising and promotion agencies and their immediate family members (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) and household members (defined as persons living in the same household, whether related or not) are not eligible to enter. Void in Arizona, Maryland and North Dakota, outside the remaining States and D.C., and where prohibited, by law or employer policy*. All federal, state and/or local laws, rules and regulations apply.

*By participating, you warrant and represent that: (A) neither your participation in this Contest nor your acceptance of any prize you may receive violates any rules, policies or guidelines of the company by which you are employed ("Company"), nor any applicable federal, state or local laws; (B) you are authorized to participate in the Contest and accept a prize if awarded to you; and (C) your participation in the Contest is in your Company's best interests.

To be eligible to compete in the Professional Chefs/Restaurant Owners/Culinary Industry Operators/Culinary Professional component of the Contest, an entrant must be a working chef, culinary industry operator or culinary professional (as defined below). "Working chef" includes: Restaurant owner, operator, executive chefs, sous chefs, lead line cooks, caterers, corporate chefs, culinary instructors and personal chefs. "Culinary industry operator" includes operators of: restaurants, catering companies, food distributors, health care facilities, corporation, culinary schools, retail markets and noncommercial foodservice establishments.

To be eligible to compete in the Culinary Student component of the Contest, an entrant must be enrolled at the time of entry in a Certified Culinary Education Program or Curriculum.

3. **Start/End Dates:** Contest begins at 12:00:01 a.m. ET on July 1, 2020 and ends at 11:59:59 p.m. ET on August 31, 2020 (the "Contest Period").
4. **How to Enter a Recipe:** Create and name an original recipe that includes OREO® Cookie Pieces. Recipe may, but is not required to, include other OREO Cookie products; however it must include OREO® Cookie Pieces. To submit the recipe, visit <https://www.nrn.com/sponsored-content/oreo-recipe-contest-2020> during the Contest Period and supply all required personal information, including the category in which your entry is being submitted (Professional Chefs/Restaurant Owners/Culinary Industry Operators/Culinary Professional, or Culinary Student). Next, use the provided template to describe your recipe. Recipe must include recipe methodology (instructions for preparation) and a list of ingredients using standard U.S. measures. You will also be asked to describe what it is that makes your recipe special.

Finally, follow all prompts and instructions to upload a photo of your recipe(s) and submit your entry.

- Entrants may submit up to two (2) different recipes; however, only one (1) prize will be awarded per entrant. Each recipe entry should be submitted separately.
- All recipes must be submitted using the recipe template provided and adhere to the appropriate format.
- Entrants must submit a high-resolution photo of each recipe submitted.
- Entrants may, in addition to the photo, submit a video of the recipe creation, of the final product, or any supportive videography of the recipe submission. Video submissions will not have weight on the judges' evaluation. If you choose to submit a video, you must also submit a photo.
- All recipes must be received during the Contest Period. The Sponsors are the official time keepers for the Contest.
- The Sponsors are 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, including, but not limited to, bugs or malfunctions that entrants may encounter when submitting an entry or participating in the Contest.
- Entries will not be acknowledged or returned.
- By submitting a recipe, each entrant agrees to the Contest's Official Rules and agrees to be bound by the decisions of the judges, which will be final.
- No entries generated by automated entry devices and/or programs are permitted.
- Proof of submission will not be deemed to be proof of receipt by Sponsors. All entries must include a completed entry form. Entrants must accurately provide all required contact information. All entries must be the fully original creations of the entrants. Modifying another person's recipe does not constitute a fully original creation.
- By entering, all entrants warrant and represent that their respective entries are their own fully original creations, and their respective entries (including but not limited to any materials integrated into their entries) will not infringe or violate the rights of any third parties, including but not limited to copyrights, trademarks or rights of publicity/privacy. Sponsors reserve the right to reject any entries that they deem, in their sole discretion, to be inappropriate, for any reason whatsoever.

5. Judging Criteria: Prize winners will be selected for each Component of the Contest, from among all eligible entries received for each Component, based on the following criteria:

- Creativity and Originality (70 percent) — Recipes will be judged for the use of OREO® Cookie Pieces in creative and nontraditional ways, including the option to make it a travel-ready treat that will work well as part of a delivery or take-out menu. A dish must feature OREO® Cookie Pieces, and may include other OREO Cookie products. The OREO® cookie flavor must come through in the final preparation.
- Recipe Accuracy/Methodology (30 percent) — Recipes must have a clear, concise list of ingredients in the order of their use with proper sequence and preparation.
- In the event of a tie, tied entries will be re-judged on the basis of creativity and originality.
- Entrants may submit any range of dish types such as snacks, desserts, drinks (alcoholic or nonalcoholic) and main dishes.
- The contest will take place under the supervision of the Judges.
- Participants agree to be bound by these Official Rules and the decisions of the Judges, which are final.
- Potential winners will be notified by e-mail or phone by 11:59:59 p.m. ET, August 31, 2020.
- Potential winners may be asked to reformat the recipe in a specific manner to confirm recipe accuracy to be eligible to win.
- Each entrant selected as a potential winner must comply with all terms and conditions set forth in these Official Rules and winning is contingent upon fulfilling all such requirements.

6. Prizes/Approximate Retail Values (“ARV”): The following prizes will be awarded:

Component (A): One (1) Professional Chef Grand Prize: \$5,000 (awarded as a check) and a 1-year supply of OREO® Cookie Pieces (1 case per month of Medium Cookie Pieces – 4- 2.5 lb. bags a month for 12 months); winning recipe and name with photo featured in print and online in *Nation’s Restaurant News*, *Food Management* and *Restaurant Hospitality* and Mondelez website. ARV: \$6,400.

Four (4) Professional Chef runners-up will each win \$1,000 (awarded as a check) and a 1-year supply of OREO® Cookie pieces (1 case per month of Medium Cookie Pieces – 4-2.5 lb. bags a month for 12 months); names and winning recipes featured online in *Nation's Restaurant News*, *Food Management* and *Restaurant Hospitality* and Mondelēz Foodservice website. ARV: \$2,400 each.

Component (B): One (1) Culinary Student Grand Prize: \$1,000 (awarded as a check); \$100 value OREO Swag Bag; winning recipe and name with Photo featured in print and online in *Nation's Restaurant News*, *Food Management* and *Restaurant Hospitality* and Mondelēz website. ARV: \$1,100 each

The total ARV of all prizes combined is \$17,100.

The Sponsors make no warranties with regard to the prizes. Prizes are nontransferable and must be accepted as awarded. No cash or other substitution may be made, except by Sponsors in the event that a prize cannot be awarded for any reason, in their sole discretion, in which case, Sponsors will substitute a prize of equal or greater value. All taxes, fees and surcharges on prizes are the sole responsibility of winners. Each Contest entrant hereby irrevocably waives the right to assert as a cost of receiving any prize any and all costs of verification and redemption to redeem such prize, if any, and any liability which might arise from redeeming or seeking to redeem such prize. Prizes will only be delivered to eligible United States addresses.

- 7. Entries:** All entries become the property of Informa —*Nation's Restaurant News*, *Food Management* and *Restaurant Hospitality* — and Mondelēz International. By submitting an entry, you represent and warrant that: (i) the entry is your original creation and was created solely by you (no “team” entries permitted); (ii) you own all rights in the entry and that the entry has not been copied in whole or in part from any other work; (iii) the entry does not violate or infringe any copyright, trademark/trade name, or other proprietary right of any person (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity; (iv) the entry has not been previously published; (v) the entry has not won previous awards; and (vi) publication of the entry via various media, including but not limited to internet and social posting, will not infringe the rights of any third party. **Each entrant agrees to indemnify and hold the Sponsors harmless from and against any claims to the contrary.** Submission of entry constitutes entrant's consent to irrevocably assign to Sponsors any and all rights in and to their entry including, but not limited to, all intellectual property rights. Submission of an entry grants Sponsors and their agents the right to reproduce, publish, display, edit, adapt, modify, distribute, develop, make derivative works from and otherwise use his/her entry in whole or in part for any commercial or noncommercial purposes in any manner and in any medium now known or hereafter devised throughout the world in perpetuity, without limitation and without compensation or further notice to the entrant.

Each entrant expressly waives all rights to review or approve any use that Sponsors make of his/her entry in accordance with these Official Rules. By entering, each entrant further agrees to waive all rights of attribution if his/her entry is used by Sponsors or anyone Sponsors authorize, and to waive any moral rights in the entry.

By entering the Contest, each entrant agrees that his/her entry is gratuitous, unsolicited and without restriction, and will not place Sponsors under any obligations other than those contained in these Official Rules, and that Sponsors are free to disclose the ideas contained in the entry on a nonconfidential basis to anyone or otherwise use the ideas therein without any compensation to the entrant. Each entrant further acknowledges that Sponsors do not waive any rights to use similar or related ideas previously known to Sponsors or developed by their respective employees or obtained from sources other than the entry. By entering the Contest, each entrant understands and acknowledges that he/she will not now or in the future be paid or compensated in any way for the entry or for granting the Sponsors any of the rights set out in these Official Rules. Each entrant further acknowledges that Sponsors are not obligated to make use of any of the rights granted in these Official Rules.

By submitting an entry, each entrant represents that his/her entry conforms to the requirements and restrictions set forth herein and with all of these Official Rules, and agrees that Sponsors in their sole discretion, may void an entry and disqualify the entry and entrant from the Contest if they believe, in their sole discretion, that the entry fails to conform to all such requirements and restrictions, or to these Official Rules in any way.

8. **Affidavit of Eligibility/Release:** Each potential winner will be required to execute an Affidavit of Eligibility, a Liability Release and where lawful, a Publicity Release within 14 days of prize notification. If a winner cannot be contacted within 3 calendar days of first notification attempt, if prize or prize notification is returned as undeliverable, if winner rejects his/her prize, or if Sponsors determine, in their sole discretion, that a winner has not complied with these Official Rules in any way, such prize will be forfeited and an alternate winner will be selected from all remaining eligible entries based on the judging criteria set forth herein. Upon prize forfeiture, no compensation will be given. **Limit one prize per person or household.**
9. **Conditions:** Entry constitutes permission to use the winner's name, picture, likeness, and city and state of residence for purposes of trade, publicity or promotion in all media worldwide without limitation, for no additional compensation, except where prohibited by law. By participating, entrants agree to release and hold harmless Sponsors, and their respective parent companies, subsidiaries, affiliates, advertising and promotions agencies, partners, representatives, agents, successors, assigns, employees, officers and directors,

from and against 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 a prize (if applicable) or participation in any Contest-related activity, and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsors are not responsible if Contest cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, pandemic, weather or acts of terrorism. Sponsors reserve the right to modify these Rules for clarification purposes, at any time, in any way, and without prior notice, provided such modifications do not materially affect the terms and conditions of the Contest.

By participating, entrants agree that: (i) 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 appropriate federal, state or local court located in New York; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Contest, but in no event attorneys' fees; and (iii) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Sponsors in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of New York or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than New York.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials or made by any representatives of the Sponsors, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control. Sponsors' failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any

provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

10. **Miscellaneous:** All entries become the sole property of Sponsors and none will be returned. In the event of a dispute, entries will be deemed made by the person named on the entry, provided she/he is eligible to participate. If for any reason the Contest is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsors that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsors reserve to cancel, terminate, modify or suspend the Contest. If the Contest is terminated before the stated end date of the Contest Period, the winners will be selected from among all eligible, non-suspect entries received for each Component as of the time/date of termination based on the judging criteria set forth herein. Sponsors 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. The Sponsors are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsors on account of technical problems or traffic congestion on the Internet or at any web site, any combination thereof, or otherwise, including any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in the Contest. Sponsors may prohibit an entrant from participating in the Contest in their sole discretion, if they determine that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception or other unfair playing practices (including the use of automated quick entry programs) or is intending to annoy, abuse, threaten or harass any other entrants or Sponsors' representatives, or has tampered with, or is attempting to tamper with, the entry process in any way.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

11. **Use of Data:** Sponsors will be collecting personal data about entrants online in accordance with their respective privacy policies, which are incorporated herein by reference. Please review the Sponsors' privacy policies at <http://www.mondelezinternational.com/privacy-policy> and [INFORMA'S PRIVACY](#)

[POLICY](#). By participating in the Contest, entrants hereby agree to Sponsors' collection and usage of their personal information and acknowledge that they have read and accepted Sponsors' privacy policies.

12. **List of Winners.** To obtain a list of winners, visit <https://www.restaurant-hospitality.com/oreo-cookie-recipe-contest>. Winners' names will be posted following verification.
13. **Sponsors:** The Sponsors of this Contest are Informa, 605 Third Ave., New York, NY 10158, and Mondelēz Global, LLC, 100 Deforest Ave., East Hanover, NJ 07936.

All trademarks used herein are the property of their respective owners.