

**THE HEALTHY DETROIT FAMILY RECIPE CONTEST**  
**SPONSORED BY**  
**DELTA DENTAL OF MICHIGAN**

**OFFICIAL RULES**

1. **ELIGIBILITY.** The Healthy Detroit Family Recipe Contest sponsored by Delta Dental (the “Contest”) is only open to entrants who, as of the entry date, are permanent legal residents of Wayne, Oakland or Macomb counties in the state of Michigan who are at least eighteen (18) years old and have at least one child enrolled in the first, second, third, fourth or fifth grade in a public or private school located in Wayne, Oakland or Macomb counties. The Contest is void outside the eligible Contest territory; and where prohibited or restricted by law. Employees, officers and directors of Delta Dental of Michigan (“Sponsor”) and its parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to enter.

2. **TIMING.** The Contest entry period begins at 12:01 a.m. Eastern Time (“ET”) on October 8, 2018 and ends at 11:59 p.m. ET on October 26, 2018 (the “Entry Period”). Sponsor’s computer is the official timekeeping device for the Contest.

**HOW TO ENTER.** During the Entry Period, create a video, no more than sixty (60) seconds in length, that depicts you and/or your family, with at least one immediate family member who is enrolled in either grades one through five, preparing a favorite healthy recipe that includes at least one of the following ingredients: Apples; Pumpkin; Squash; Greens/lettuce; Carrots; or Beans (the “Contest Theme”). Upload your video via the [www.deltadentalmi.com/recipes](http://www.deltadentalmi.com/recipes) link and complete and sign the Participation, Consent, And Release Agreement (“Agreement”) in accordance with the instructions on the Agreement. **AGREEMENTS MUST BE FULLY COMPLETED AND SIGNED. IF YOU DO NOT SIGN A COMPLETED AGREEMENT, YOU WILL NOT BE ENTERED INTO THE CONTEST.** LIMIT: one (1) entry per household in the Contest. All entries must be received by Sponsor during the Entry Period.

Videos must conform to the entry requirements in Section 4 below and will be judged as described in Section 6 below. In the event of a dispute as to the identity of any online entry, the authorized account holder of the email address used on the Agreement will be deemed to be the entrant, but only if that person is otherwise eligible to enter the Contest. Potential winners may be required to show proof of being the authorized account holder. If a dispute cannot be resolved to Sponsor’s satisfaction, the winning entrant may be deemed ineligible. The “authorized account holder” is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. Submitting mass entries or entries generated by a script, macro or use of automated devices is prohibited and will result in disqualification. Data collected in connection with an entrant’s entry is subject to the privacy policies and notices set forth at <https://www.deltadentalmi.com/About/Online-Privacy-Policy> and to the terms and conditions set forth in the Agreement, which are incorporated herein by reference.

All entries become the exclusive property of Sponsor. Proof of submission of any entry materials will not be deemed to be proof of receipt by Sponsor. Any submission that does not comply with any aspect of these Official Rules, as determined by Sponsor in its sole discretion, may be rejected by Sponsor and the entrant disqualified. All entrants and entries subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of/information provided by a potential prize winner. Entrants will cooperate with Sponsor and its representatives in connection with any and all verification activities.

4. **VIDEO ENTRY REQUIREMENTS.** Each video must meet the following requirements, compliance with which shall be as determined by Sponsor in its sole discretion:

- a) The video must communicate the Contest Theme.

- b) It must be a digital video of a size and format as will permit uploading on [www.deltadentalmi.com/recipes](http://www.deltadentalmi.com/recipes) and be no more than sixty (60) seconds in length.
- c) The video must feature at least one immediate family member who is enrolled in either grades one through five in a public or private school located in Wayne, Oakland or Macomb counties. The student may appear with the entrant, with other immediate family members who have provided consent to appearing in the video, or may appear alone. The video must identify the child by name, grade and school attending.
- d) The video must NOT include, depict or feature any third parties that have not provided consent to appearing in the video.
- e) It must be suitable for a public forum, and in keeping with Sponsor's positive family friendly image, and may NOT be offensive or inappropriate, as determined by Sponsor in its sole discretion. Without limiting the foregoing, it must NOT contain any profanity, nudity or lewd gestures;
- f) It must be entirely original to the entrant, and must NOT include any mention or performance of any copyrighted media production, including, without limitation, music, films, books, television programming, etc., or identifying descriptions of any media property;
- g) It must NOT infringe, misappropriate or violate any right of any third party, including, without limitation, copyright, trademark, trade secret, or right of privacy or publicity, and must NOT incorporate or include anything (e.g., third party names, marks or logos) that would require the consent of any third party for the use of the entry by Sponsor or any of its designees; and
- h) It must NOT have been previously published, submitted to another contest, won any other award, been broadcast on a media network, or submitted to any entertainment entity.

**5. USE OF ENTRY MATERIALS.** Each entrant agrees that Sponsor and its successors, designees and assigns shall each have the perpetual, royalty-free, irrevocable, world-wide and fully-transferable right (but not obligation) to use, modify, display, reproduce, make derivative works of, and otherwise exploit entrant's entry and submissions (or any part thereof) for promotional purposes in any manner or media whether now or hereafter existing and/or to otherwise use or commercially exploit any entry or submission (or any part thereof) or information or ideas contained within any entry or submission, all without payment, notice, attribution, consideration or consent. Such use includes, without limitation, the right to use the entry materials on Sponsor's and its designees' websites and social media outlets (the timing of any posting shall be as determined by Sponsor in its sole discretion, and there is no guarantee an entry will be used). Sponsor does not have any obligation to maintain any of the entries or submissions, or any information or ideas contained therein, as confidential or proprietary. **SPONSOR AND ITS DESIGNEES RESERVE THE RIGHT TO EDIT, MODIFY, OR ABRIDGE ANY SUCH ENTRY OR SUBMISSIONS FOR ANY REASON PRIOR TO USE.**

## **6. JUDGING; SELECTION; NOTIFICATION.**

a. **GENERALLY.** There are three (3) selection rounds in this Contest. In the first round, a judging panel will judge all eligible entries, as described in Section 6(b) below to select ten (10) semi-finalists. In the second round, members of the public will have the opportunity to vote for their favorite videos among semi-finalist videos, and a judging panel will also judge the finalist entries, as described in Section 6(c) below, to determine the three (3) finalists. The finalists and their families will be invited to prepare the recipes featured in their videos at an event to be held on November 13, 2018 at Forgotten Harvest, 21800 Greenfield Road, Oak Park, MI 48237. A judging panel will select the Grand Prize winner from among the finalists, as described in Section 6(d) below.

b. **JUDGING AND SELECTION OF SEMI-FINALISTS.** Eligible entries received during the Entry Period will be judged and scored by a judging panel appointed by Sponsor who will judge and score the entries in accordance with the following judging criteria ("Judging Criteria"): Originality and Creativity (30%), Communication of Contest Theme (40%) and Appearance and Presentation (30%). The judging panel will be comprised of an individual or individuals who are experienced in nutrition, cooking, advertising and/or marketing. Judges will be individuals selected by Sponsor and may also be employees or agents of Sponsor or its affiliates, or advertising and promotion agencies. Subject to these Official Rules, the ten (10) eligible entrants submitting the

entries with the ten (10) highest scores will be the potential semi-finalists in the Contest. In the event of a tie, the tied entries will be judged against each other by the judging panel using the Judging Criteria until the tie is broken. Potential semi-finalists will be notified on or about October 30, 2018 by phone and/or email as provided by the potential semi-finalist in his or her completed Agreement. Each potential semi-finalist will be asked to either consent or decline to making his or her video available for public voting as described in Section 6(c) below. In the event a potential semi-finalist declines to continue to the next phase of judging or in the event a potential semi-finalist does not provide his or her affirmative consent to Sponsor within the time period designated by Sponsor, Sponsor may, but is not obligated to, select an alternate semi-finalist, which would be the eligible entrant with the next highest judging score that did not advance as a semi-finalist. Sponsor is not responsible for the failure of a potential semi-finalist to receive Sponsor's notification or provide the required consent for any reason.

c. **VOTING, JUDGING AND SELECTION OF FINALISTS** On or about \_October 30, 2018, the semi-finalist videos will be posted by Sponsor on Sponsor's Facebook page and visitors will be invited to vote for their favorite video as based on instructions provided by Sponsor. During the period after posting of the semi-finalist videos through 11:59 p.m. ET on November 4, 2018, visitors may vote for their favorite videos. LIMIT: One (1) vote per computer per day; excess votes may be disqualified by Sponsor in its sole discretion. The use of robotic or automatic devices for voting is prohibited and Sponsor reserves the right, in its discretion, to nullify all such votes and to disqualify from voting the responsible individual. **Any attempt by a semi-finalist to manipulate or undermine the integrity of the voting as determined by Sponsor in its sole discretion will result in disqualification, with the understanding that disqualification shall not represent the sole remedy available to Sponsor.** The semi-finalist videos will also be judged and scored by a judging panel appointed by Sponsor (which panel may contain employees or agents of Sponsor or its affiliates) who will judge and score the semi-finalist videos in accordance with the Judging Criteria set forth in Section 6(b) above. **Public voting (in the form of the number of votes for videos) for the Contest will determine forty percent (40%) of a semi-finalist's score, and Sponsor's judging score will determine sixty percent (60%) of a semi-finalist's score.** Subject to these Official Rules, the three (3) semi-finalists with the top three (3) combined scores will be the finalists in this Contest. In the event of a tie, the tied entries will be judged against each other by the judging panel using the Judging Criteria until the tie is broken. Potential finalists will be determined and announced on or about November 5, 2018. A potential finalist will be notified by phone and/or email as provided by the potential finalist in his or her completed Agreement. A potential finalist must comply with all terms and conditions of these Official Rules. To be eligible for advancement to the final judging round, a potential finalist must execute and return to Sponsor a notarized Affidavit of Eligibility, a Liability Release and, except where prohibited by law, a Publicity Release (an "Affidavit/Release") in the form(s) provided by Sponsor, which will contain entrant's commitment for availability and participation in the Final Judging Event, as defined in Section 6(d) below. The Affidavit/Release must be returned to Sponsor by the date and/or time indicated within the Affidavit/Release. If a potential finalist cannot be contacted within seventy-two (72) hours of the first attempt to contact him/her, or if a potential finalist fails to return the Affidavit/Release within the specified time, or if a potential finalist or his/her entry is found to be ineligible, or if a potential finalist does not comply with the Official Rules, then the potential finalist may be disqualified and may not continue in the Contest. In such event, Sponsor may, but is not obligated to, select an alternate finalist, which would be the eligible semi-finalist with the next highest judging score that did not advance as a finalist. In such event, an alternate potential Finalist will be notified by Sponsor as described above and will be required to return the required documents to Sponsor as described above; however, Sponsor, in its sole discretion, may adjust the above timing and delivery requirements to accommodate Sponsor's Contest schedule. Sponsor is not responsible for the failure of a potential finalist to receive Sponsor's notification or the required documents for any reason, or for the inability of a potential finalist to return the required documents or participate in the Final Judging Event for any reason. Any and all travel costs associated with a finalist's participation in the Final Judging Event are the sole responsibility of the finalist.

d. **JUDGING AND SELECTION OF GRAND PRIZE WINNER.** Each of the three (3) finalists and his or her family will prepare the recipe featured in his or her video at an event conducted by Sponsor on November 13, 2018 at Forgotten Harvest, 21800 Greenfield Road, Oak Park, MI 48237 ("Final Judging Event"). Note that a parent must participate in the Final Judging Event even if the parent was not featured in the video. A judging panel appointed by Sponsor (which panel may contain employees or agents of Sponsor or its affiliates) will judge the finalists' recipes in accordance with the following judging criteria: Originality and Creativity (25%); Communication of Contest Theme (25%); Taste (25%); and Appearance and Presentation (25%). The finalist receiving the highest score will be the potential Grand Prize winner of the Contest. The potential Grand Prize winner

must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements.

7. **GRAND PRIZE.** Subject to the terms and conditions of these Official Rules, one (1) Grand Prize will be awarded in this Contest. The Grand Prize consists of and is limited to:

- a) A donation by Sponsor in the amount of ONE THOUSAND DOLLARS (\$1000) to the elementary or secondary school attended by the child/children featured in the Grand Prize winner's video (if the children featured in the video attend more than one school, Sponsor reserves the right to choose just one school to receive the cash prize or, alternatively, in its sole discretion, to divide the cash prize among the schools attended in equal or unequal amounts);
- b) A Delta Dental branded apron;
- c) A cash gift card in the amount of one thousand dollars (\$1000) (card as determined by Sponsor in its sole discretion; card subject to the terms, conditions, limitations and restrictions of the issuer thereof); and
- d) An invitation to appear as a guest on WDIV-TV/Channel 4's "Live in the D" program.

8. **OTHER PRIZES.** Subject to the terms and conditions of these Official Rules, one (1) Second Place Prize and one (1) Third Place Prize will be awarded in this Contest. The Second and Third Place Prizes consists of and are limited to:

- a) **SECOND PLACE:** A Delta Dental branded apron and a cash gift card in the amount of FIVE HUNDRED DOLLARS (\$500) (card as determined by Sponsor in its sole discretion; card subject to the terms, conditions, limitations and restrictions of the issuer thereof).
- b) **THIRD PLACE:** A Delta Dental branded apron and a cash gift card in the amount of TWO HUNDRED FIFTY DOLLARS (\$250) (card as determined by Sponsor in its sole discretion; card subject to the terms, conditions, limitations and restrictions of the issuer thereof).

9. **PRIZE TERMS AND CONDITIONS.** The approximate retail value ("ARV") of the Grand Prize is ONE THOUSAND THIRTY DOLLARS (\$1015). The AVR of the Second Place Prize is \$515. The AVR of the Third Place Prize is \$265. All Prizes are nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. Prizes must be accepted as awarded. Prizes are awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No prize substitutions, except by Sponsor, who reserves the right (but has no obligation) to substitute a prize (or a component thereof) with another prize of equal or greater value (including cash) if the prize (or a component thereof) is not available for any reason as determined by Sponsor in its sole discretion. Unused components of the prize shall be forfeited and have no redeemable cash value. Winner is solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with prize award, redemption, receipt and use, including, without limitation, all federal, state and local taxes on the prize. If applicable, winner will be issued an IRS Form 1099 for the actual retail value of the prize. Winners waive the right to assert as a cost of winning a prize any and all costs of verification and redemption or travel to win or redeem the prize. Non-compliance with any of the foregoing and any other condition of this Contest may result in disqualification and forfeiture of prize, in which case, no consideration will be awarded.

10. **AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By participating in the Contest, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor and the Contest judges (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and the winner, and the awarding of the prize), which are final and binding in all respects. Entrants and winners must comply with all terms and conditions of these Official Rules, and participation and winning is contingent upon fulfilling all requirements.

11. **PUBLICITY.** Except where prohibited by law, participation in the Contest constitutes winner's consent to Sponsor's (and its designees', successors' and assigns') use of winner's name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent.

12. **GENERAL CONDITIONS.** Sponsor 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 electronic or non-electronic tampering with any portion of the Contest, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award prizes at random from among eligible, non-suspect entries received up to the time of suspected impairment. Sponsor reserves the right in its sole discretion 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 in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

13. **RELEASE.** By entering, each entrant forever and irrevocably releases and holds harmless Sponsor and its parents, subsidiaries and affiliates, YouTube, and their respective agents, advertising and promotion agencies, affiliates, Contest partners and prize suppliers, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Contest (including, without limitation, any activities associated with creating the entry), and/or entrant's award, receipt or use of any prize awarded in the Contest.

14. **LIMITATIONS OF LIABILITY.** Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, misdirected or postage due entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service, including YouTube; (d) unauthorized intervention in any part of the entry process or the Contest; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Contest or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest, or from viewing, playing or downloading any material from Sponsor's website(s), social media sites, or from YouTube, regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's websites or social media sites by a hypertext link.

15. **DISPUTES.** Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in federal or state courts located in Lansing, Michigan; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Michigan for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION 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, or the rights and obligations of entrant or Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules of

provisions (whether of the State of Michigan, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

16. **OFFICIAL RULES.** These Official Rules are available at [www.deltadentalmi.com/recipes](http://www.deltadentalmi.com/recipes), or by sending a self-addressed postage-stamped envelope to “The Healthy Detroit Family Recipe Contest – Rules Request,” c/o Delta Dental of Michigan, Attn: Public Affairs 4100 Okemos Road Okemos, MI 48864.

17. **WINNER’S LIST.** To request a list of the Contest winner, send a self-addressed postage-stamped envelope to “The Healthy Detroit Family Recipe Contest - Winner List Request,” c/o Delta Dental of Michigan, Attn: Public Affairs 4100 Okemos Road Okemos, MI 48864. Requests must be received by 45 days following the end of the Entry Period.

18. **SPONSOR.** The sponsor of the Contest and the address at which the Sponsor may be contacted is Delta Dental of Michigan, Attn: Public Affairs 4100 Okemos Road Okemos, MI 48864.