

**2017 Key Food/ Smucker's "Best Peanut Butter & Jelly Sandwich"  
Recipe Contest  
Official Rules**

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

**1. Eligibility**

The 2017 Key Food/Smucker's "Best Peanut Butter & Jelly Sandwich" Recipe Contest (the "Contest") is open only to legal residents of New York, Connecticut, New Jersey and Pennsylvania 18 years or older at the time of entry. Void where prohibited. Proof of residency and age may be required. Employees and directors of J. M. Smucker Company, Key Food, Spotlight Marketing and their members, subsidiaries, divisions, affiliates, and advertising or promotional agencies or individuals involved with the design, production, execution or distribution of the Contest and the immediate family and household members of such individuals, are not eligible to enter or win. "Immediate family members" shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three months a year, whether related or not. In order to enter the Contest or receive the prize, you must fully comply with the Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Contest.

**2. Sponsor and Administrator**

Sponsor: Key Food, Staten Island, NY

Administrator: Spotlight Marketing, P. O. Box 615, Southport, CT 06890.

**3. Timing**

Contest begins April 1, 2017 at 12:00 a.m. Eastern Time and ends May 2, 2017 at 11:59 p.m. Eastern Time ("Contest Entry Period"). Sponsor is the official timekeeper for this Contest. The Contest is governed by these Official Rules and is subject to all applicable federal, state, provincial and local laws.

**4. How to Enter**

There are three (3) phases to the Contest: Phase 1: The Contest Entry Period; Phase 2: The Contest Judging Period; and Phase 3: The Finalists Voting Period.

Phase 1: Contest Entry Period: The Contest Entry Period begins at 12:01:00 AM (midnight) Eastern Time ("ET") on April 1, 2017 and ends at 11:59:59 PM ET on April 21, 2017. Entries received after the Contest Entry Period are void and ineligible for consideration by judges. To enter online, submit an original peanut butter and jelly sandwich recipe and submit it, along with the required contact information, to a module on Key Food web page (<https://keyfood.wishpond.com/smuckers/>). **Limit of one recipe per entry, but you may enter unlimited times.** All entries must include your full name, address, city, state/province, zip/postal code, telephone number and email address. If entries do not contain all necessary information, entrant will be disqualified. Please be certain to follow all directions. Eligible persons can enter as many original recipes in this Contest as they wish. Sponsor is the official

timekeeper for this Contest. In the event the Contest is entered via a mobile device, Message and Data charges may apply.

Phase 2: Contest Judging Period: The Contest Judging Period begins on April 21, 2017 and ends on April 25, 2017. The judges will select up to a total of FIVE (5) Contest Finalists. The five contest finalists will be selected by Key Food and related agencies.

Phase 3: The Finalists Voting Period: Starting on April 25, 2017, the five contest finalist entries will be posted to the Key Food web site (<https://keyfood.wishpond.com/smuckers/>) and the public will be invited to vote online for their favorite recipe entry. Voting is open until 11:59PM on May 2, 2017.

## **5. Recipe Requirements**

**All recipes must be the original work of entrant and not previously published. You may use other recipes for inspiration, but you must make your own unique ingredient and instruction changes in order for the recipe to be considered.** Each submitted recipe must not infringe the copyright, trademark, privacy, publicity or other intellectual property rights of any person or entity. All entries become the physical property of Sponsor and will not be returned. By submitting a recipe for this Contest, you grant Sponsor, its parent company, subsidiaries, affiliates, partners and licensees unrestricted use of the submitted entry which includes the right to publish your recipe and any other information provided worldwide in all print and electronic media (now or hereafter existing) without time limitation, and the right to include your name and hometown (e.g., city and state) in connection therewith. Sponsor reserves the right to edit, modify, translate, reproduce and distribute the submitted material in any medium and in any manner as it deems appropriate. Sponsor tests selected recipes and reserves the right to alter them as it deems appropriate. Sponsor may contact you via phone or email regarding your submission.

## **6. Grant of Rights**

By submitting a Recipe, the entrant represents and warrants that he/she has all right, title and interest necessary to grant the Sponsor the worldwide, irrevocable and unrestricted right and license to adapt, publish, use, edit, and/or modify such Recipe in any way and post the Recipe on the internet or use the Recipe in any other way and agrees to indemnify and hold Sponsor harmless from any claims to the contrary.

## **7. Representations and Warranties/Indemnification**

Each person who enters this Contest represents and warrants as follows: (i) entrant has obtained any and all necessary permissions required to submit the Recipe and for Sponsor's right to use the Recipe for any purpose and entrant can and will make written copies of such permissions available to Sponsor upon request; (ii) the Recipe is owned by entrant and has not been previously published, distributed or otherwise exploited; (iii) the Recipe is wholly original with entrant and, as of the date of submission, the Recipe is not the subject of any actual or threatened litigation or claim; (iv) the Recipe does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity. Each entrant hereby agrees to indemnify and hold the Sponsor, Administrator and their subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors harmless from and against any and all third party claims, actions or proceedings of any kind

and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

## **8. Winner Determination**

After the end of the Contest Entry Period, a panel of qualified judges determined by Sponsor in its sole discretion will select the FIVE (5) Finalist Recipes from among all eligible Recipes that were submitted, based on an application of the following criteria:

- Taste Appeal (25%);
- Originality (25%);
- Creativity (25%); and
- Social Media Value (25%).

In the event of any tie, the entrant whose Submission received the higher score in the Creativity category, as determined by the qualified judges in their sole discretion, will be selected from among the tied entrants as the potential prize finalist. Odds of winning depend on the number of eligible entries received during the Contest Entry Period and the quality of the Recipes.

Starting on April 25, 2017, the five contest finalist entries will be posted to the Key Food web site (<https://keyfood.wishpond.com/smuckers/>) and the public will be invited to vote online for their favorite recipe entry. Voting is open until 11:59PM on May 2, 2017.

On or about May 5, 2017, Sponsor or Administrator will contact the potential winner using the contact details provided with entry. Potential winner must follow the initial prize claim instructions within five (5) days and any subsequent claim instructions, or the prize will be forfeited in its entirety. Sponsor's decisions as to the administration and operation of the Contest and the selection of the potential winner are final and binding in all matters related to the Contest. Failure to respond to an initial notification within five (5) days will result in disqualification.

**9. POTENTIAL CONTEST WINNER IS SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR. SPONSOR AND ADMINISTRATOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE WINNER AND OTHER MATTERS RELATED TO THE CONTEST.**

## **10. Verification of Potential Winner**

Potential winner may be required to complete and return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") by the date specified by Sponsor, or an alternate potential winner may be selected. In the event: (a) potential winner cannot be reached for whatever reason after a reasonable effort has been exerted or the potential winner notification or Affidavit is returned as undeliverable; (b) potential winner declines or cannot accept, receive or use the prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods, (d) potential winner is found to be ineligible to enter the Contest or receive the prize, (e) potential winner cannot or does not comply with the Official Rules, or (f) potential winner fails to fulfill the Affidavit-related obligations, the potential winner shall be disqualified from the Contest and an alternate potential winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of alternate potential winner, if any.

## **11. Grand Prize**

One (1) grand prize will be awarded. Grand prize winner will receive a \$250 Key Food Gift Card and four (4) tickets to the New York Yankee vs. New York Mets game at Yankee Stadium in the Bronx, NY on August 14, 2017 at 7:05PM. Approximate retail value of the grand prize is \$1,000.00. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the listed prize for one of equal or greater value for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. All federal, state, and local tax liabilities, as well as any other costs and expenses not specified herein as being awarded are the sole responsibility of the Winner. Winner may be required to complete and return an IRS W-9 form (i.e. Request for Taxpayer Identification Number and Certification). Prize will be awarded only if the potential Prize Winner fully complies with these Official Rules.

## **12. Entry Conditions and Release**

Each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor and Administrator which are binding and final in all matters relating to this Contest; (b) defend, indemnify, release and hold harmless the Sponsor, Administrator and their respective parent, subsidiary, and affiliated companies, celebrities, and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Contest, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry. Winners acknowledge that all prizes are awarded as-is without warranty of any kind.

## **13. Publicity**

Except where prohibited or restricted by law, winner's acceptance of prize constitutes the winner's agreement and consent for Sponsor and any of its designees to use and/or publish winner's full name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by winner regarding the Contest or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

## **14. General Conditions**

Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Contest or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions,

failures or difficulties; (e) any inability of the winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Contest or any promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Contest, or with any Website promoting the Contest; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Contest multiple times through the use of multiple email addresses or the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Contest, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Contest, including the entire Contest, and/or modify the Contest and/or award the prize from all eligible entries received as of the termination date.

#### **15. Limitations of Liability**

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error in the administration of the Contest or the processing of registrations; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. If for any reason an entrant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest. No more than the stated number of each prize will be awarded.

#### **16. 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; (b) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate New York State Court located in New York County, New York; (c) 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 (d) 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 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, or the rights and obligations of the entrant and Sponsor 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 the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

#### **17. Entrant's Personal Information**

Information collected from entrants is subject to the Sponsor's Privacy Policy, which is available at <http://www.keyfood.com/privacy-policy/>.

**18. Contest Results**

For the name of the grand prize winner, send a self-addressed, stamped envelope (which must be postmarked on or before July 1, 2017) to: Winner List, Key Food/Smucker's "Best Peanut Butter & Jelly Sandwich" Recipe Contest, P.O. Box 615, Southport, CT 06890.