

THE 2016 CREATE THE NEXT KAYEM FENWAY FRANK CONTEST  
OFFICIAL CONTEST RULES

**GENERAL: No purchase necessary. Making a purchase will not increase your chances of winning. Void where prohibited or restricted by law. All federal, state, and local regulations apply.**

## 1. CONTEST OVERVIEW

The 2016 Create the Next Kayem Fenway Frank Contest (the “Contest”) is sponsored by Kayem Foods, Inc. (the “Sponsor”). Create your own original recipe (an “Original Recipe”) using five (5) or less ingredients. After the “Entry Period” described in **SECTION 2 (HOW TO SUBMIT A RECIPE)**, a panel of judges selected by Sponsor (the “Judges”) shall select five (5) Original Recipes, in their sole discretion, determined to be the most visually appealing, flavorful, original and fitting for Fenway Park Original Recipes (each, a “Semi-Finalist Recipe”) according to the following criteria: visual appeal (25%), flavor(25%), originality (25%) and fitting for Fenway Park (25%). In the event of a tie, the score for “fitting for Fenway Park” will be used as the tiebreaker. Each Original Recipe must (a) be the entrant’s own original creation, and not based on any other published recipe, (b) include a list of all required ingredients in specific, common U.S. household measurement units, step-by-step preparation instructions, and cooking times, (c) involve only ingredients commonly available at any grocery store, and (d) not have won a prize in any other contest affiliated with Kayem, Kayem Foods Inc. or any affiliated brands of Kayem Foods Inc.

Sponsor will notify the entrants who submitted the Semi-Finalist Recipes (each, a “Potential Winner”) that they been selected as a Potential Winner. Each Potential Winner will be notified by telephone or e-mail. To be eligible to win a Prize, each Potential Winner must respond within forty-eight (48) hours of the first attempted notification following the instructions contained in the notification. Upon Sponsor’s timely verification of the Potential Winner’s eligibility and receipt of completed affidavits, releases and, unless prohibited by law, publicity releases (as explained below), each Potential Winner shall be deemed a “Semi - Finalist.” In the event a Potential Winner fails to timely respond to Sponsor’s attempted notifications, fails to timely submit completed affidavits, releases and, where permitted by law, publicity releases, or otherwise is determined by Sponsor to be ineligible to win a Prize, the Potential Winner will be disqualified from the Contest and Sponsor will select an alternate eligible entrant based on the judging criteria and his or her Original Recipe to be a Semi-Finalist Recipe. Semi-Finalists will be publicly announced on or about June 27, 2016.

After Semi-Finalists have been selected, the Semi-Finalist Recipes, names, and city and state of each Semi-Finalist’s residence (collectively, the “Semi-Finalist Information”) will be made publicly available by one (1) or more of the Contest Entities, such as through Internet websites including social media, newspaper advertisements, and other methods of distribution, and used for promotional or marketing purposes, including without limitation a public vote on Sponsor’s website at [www.kayem.com/next-fenway-frank](http://www.kayem.com/next-fenway-frank) to determine the public’s favorite Semi-Finalist Recipe. Public voting will take place from June 27, 2016 – July 8, 2016. Semi-Finalist Recipes may be edited for clarity, length, consistency and/or removing brand name product references at Sponsor’s sole discretion.

A Semi-Finalist may encourage family and friends to vote for his or her Semi-Finalist Recipe, but a Semi-Finalist may not attempt to induce others to vote for his or her Semi-Finalist Recipes through the use of any incentive, contest, exchange or other promotion. Any use of automatic voting methods by any party will void all such votes and will result in the Semi-Finalist's Semi-Finalist Recipe in question being declared ineligible and disqualified from the Contest. Any attempt by a Semi-Finalist and/or his/her family or friends or community to vote more than the one (1) vote per person per email address per twenty-four (24) hour period using "bot" technology and/or any other fraudulent mechanism, as determined by Sponsor in its sole discretion, shall give Sponsor the right to disqualify the Semi-Finalist in Sponsor's reasonable discretion. See **SECTION 4 (HOW TO VOTE)** for additional details about voting.

On or about July 23, 2016, the top two (2) Semi-Finalists will be announced based on final public voting (the “Finalists”). The results of any such voting and other promotions shall not affect any Finalist’s eligibility to win the Grand Prize or entitle any Finalist to any Prize or special recognition.

The Judges will then evaluate each of the Finalist Original Recipes (“Finalist Recipes”) based on the sole discretion of the Judges to collectively determine the most visually appealing, flavorful, original and fitting for Fenway Park Finalist Recipe according to the following criteria: Visual appeal (25%); Flavor of finished Finalist Recipe (25%); Originality of Finalist Recipe (25%); and Most Fitting for Fenway Park (25%). In the event of a tie, the Judges may select an additional judge to cast a tie-breaking vote. The Finalist who submitted the Finalist Recipe that receives the highest combined Judges’ score shall be deemed the “Grand Prize Winner” provided such Finalist meets the eligibility requirements outlined in **Section 5 (Prizes)**. The Grand Prize Winner shall be awarded the Grand Prize. The Grand Prize Winner will be announced publicly on July 23, 2016. The Finalist who submitted the Finalist Recipe that receives the second highest combined Judges’ score shall be deemed the “Runner Up” and will be awarded the “Runner Up Prize” (provided such Finalist meets the eligibility requirements outlined in **Section 5 (Prizes)**). The three (3) Finalists who submitted the Finalist Recipes that receive the third, fourth and fifth highest combined Judges’ score shall be deemed the “Semi-Finalist Winners” and will each be awarded the “Semi-Finalist Prize” (provided such Finalists meet the eligibility requirements outlined in **Section 5 (Prizes)**). Grand Prize Winner, Runner Up Winner and Semi-Finalist Winners, collectively the “Winners.”

## **2. HOW TO SUBMIT A RECIPE**

The Original Recipe submission entry period begins on May 16, 2016, at 12:00:01 PM Eastern Time (“ET”) and ends on June 5, 2016, at 11:59:59 PM ET (“Entry Period”). To enter: Visit [www.kayem.com/next-fenway-frank](http://www.kayem.com/next-fenway-frank) and complete the recipe submission entry form including but not limited to contact information, up to five (5) ingredients (complete with measure and amount) for your Fenway Frank recipe to enter the Contest. Follow all entry instructions to complete and submit the online entry form. One (1) recipe entry per person.

## **3. RECIPE ELIGIBILITY**

The Contest is offered only to legal U.S. residents of Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont who are eighteen (18) years of age or older at the time of entry. One (1) recipe entry per person. One (1) Prize per person, per household and per family. Prizes are non-transferable. Employees, officers and directors of Kayem Foods, Inc, the MLB Entities (defined below), Commonwealth Hotel Kenmore Square and each of their affiliates, representatives, and agents (collectively, “Contest Entities”), and the members of their immediate the same households of such individuals are not eligible. The term “immediate families” includes spouses, grandparents, parents, siblings, children and grandchildren. The “MLB Entities” shall mean the Office of the Commissioner of Baseball, its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P., Major League Baseball Properties, Inc., the Major League Baseball Clubs, The MLB Network, LLC, Tickets.com, Inc., and each of their respective subsidiaries or affiliated entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Major League Baseball Clubs or the Office of the Commissioner of Baseball, and the directors, officers, employees and agents of the above entities. No groups, clubs, or organizations may participate in this Contest or reproduce or distribute any portion of these Official Rules to their members. Proof of age, identity, and eligibility must be furnished to Sponsor upon request.

All recipe submission entry form information must be complete and accurate. Sponsor will not award a prize to anyone not meeting eligibility requirements at the time of entry. By entering, you agree to comply with all applicable law and these Official Rules, and you agree to abide by all decisions of the Sponsor. Sponsor reserves the right to disqualify any entrant if these Official Rules are not followed.

Entrants are subject to all notices posted online including but not limited to the Sponsors' Privacy Policy. Limit: One (1) entry, per person during the Entry Period. In the event of a dispute, entries will be deemed to have been submitted by the Authorized Account Holder of the email address submitted at the time of entry. "Authorized Account Holder" means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address.

#### **4. HOW TO VOTE**

The Voting Period begins on June 27, 2016, at 12:00:01 PM and ends on July 8, 2016, at 11:59:59 PM ET ("Voting Period"). On June 27, 2016, at 12:00:01 PM ET, the Semi-Finalist Recipes will be revealed by the Sponsor and posted on the Sponsor's website for open popular vote. To vote, visit [www.kayem.com/next-fenway-frank](http://www.kayem.com/next-fenway-frank) each twenty-four (24) hour period during the Voting Period and vote for one (1) Semi-Finalist Recipe. Follow all instructions to complete and submit your vote. One (1) vote per person, per twenty-four (24) hour period, per Authorized Account Holder.

Online voters are subject to all notices posted online including but not limited to the Sponsors' Privacy Policy. Limit: One (1) vote per person, per twenty-four (24) hour period, per Authorized Account Holder during the Voting Period. In the event of a dispute, online votes will be deemed to have been submitted by the Authorized Account Holder of the email address submitted at the time of voting.

#### **5. PRIZES – One (1) Prize per person, per household and per family. Five (5) prizes will be awarded (collectively, the "Prizes") as follows:**

##### **Grand Prize**

***Grand Prize will be forfeited if potential Grand Prize winner is not available or cannot travel on the specified dates. Grand Prize Winner must be available for all events scheduled on 7/23/2016. In addition, Grand Prize Winner must also be available on the weeks of July 10 and/or July 17, 2016, for a short taped video production of the recipe reveal. The actual date, time and location of the videotaping is to be determined.***

One (1) Grand Prize Winner will receive the following "Grand Prize":

- One (1) \$1,000 cash in the form of a check
- One (1) official Boston Red Sox jersey
- One (1) year of free Kayem Franks (awarded in the form of twelve [12] coupons, each valid for one (1) \$5.99 max value package of Kayem Franks)
- The opportunity, subject to the rules and regulations of The Boston Red Sox Baseball Club Limited Partnership ("Boston Red Sox"), Commonwealth Hotel Kenmore Square, and Aramark, for the Grand Prize Winner to have his/her recipe submission served at a minimum of one (1) concession stand within Fenway Park® and the Commonwealth Hotel Kenmore Square on or after July 23, 2016. Anytime thereafter is at the discretion of Aramark, Fenway Park and the Commonwealth Hotel Kenmore Square.
- One (1)-night hotel stay at the Commonwealth Hotel Kenmore Square on July 23, 2016, for Grand Prize Winner and one (1) guest (one [1] standard double occupancy room). Terms & Conditions apply.
- Four (4) tickets for Grand Prize Winner and three (3) guests for the Boston Red Sox home game to be played at Fenway Park on July 23, 2016.
- Transportation from a pick-up location in Boston, MA at a time and place designated by the Sponsor to the departure location of events associated with the Prize. All other expenses, including, without limitation, all fares and other transportation costs to and from Boston, MA and all meals and other expenses outside of Grand Prize while in Boston, MA are the sole responsibility of the Grand Prize Winner.

##### **Runner-Up**

***Runner-Up Prize will be forfeited if potential Runner Up winner is not available or cannot travel on the specified dates. Runner-Up Winner must be available for all events scheduled on 7/23/2016. In addition, Runner-Up Winner must also be available on the week of July 10th, 2016, for a short taped video production of the recipe reveal. The actual date, time and location of the videotaping is to be determined.***

One (1) Runner-Up Winner will receive the following "Runner-Up Prize":

- One (1) \$500 cash in the form of a check
- One (1) year of free Kayem Franks (awarded in the form of twelve [12] coupons, each valid for one (1) \$5.99 max value package of Kayem Franks)
- One (1)-night hotel stay at the Commonwealth Hotel Kenmore Square on July 23, 2016, for Runner Up Winner and one (1) guest (one [1] standard double occupancy room). Terms & Conditions apply.
- Two (2) tickets for Runner-Up Winner and one (1) guest for the Boston Red Sox home game to be played at Fenway Park on July 23, 2016.
- Transportation from a pick-up location in Boston, MA at a time and place designated by the Sponsor to the departure location of events associated with the Runner Up Prize. All meals and transportation will be provided for the duration of the events on 7/23/16. All other expenses, including, without limitation, all airfares and other transportation costs to and from Boston, MA and all meals and other expenses outside of promotion while in Boston, MA are the sole responsibility of the Runner Up Winner.

#### **Semi-Finalists**

Three (3) Semi-Finalists Winners will each receive the following "Semi-Finalist Prize":

- Six (6) Kayem free product coupons (\$5.99 max value each).

Approximate Prize Value:

#### **Grand Prize: \$1,800**

- \$1,000 check = \$1,000
- Red Sox jersey, Kayem Franks, accommodations and tickets valued up to = \$800.00

#### **Runner Up Prize: \$1,000**

- \$500 check = \$500
- Kayem Franks, accommodations and tickets valued up to = \$500.00

#### **Each Semi-Finalist Prize: \$35.94**

- 6 coupons valued at up to \$5.99 each

***All charges, fees, and costs not specifically included in the Prize descriptions above, including but not limited to personal incidental items, transportation, taxes, souvenirs, gratuities, and licenses, are the responsibility of the respective Winner(s) and their guests.***

No cash redemption or prize or date substitution allowed by Winners. In the event the game is cancelled or postponed for any reason, Sponsor reserves the right to substitute or award an alternative prize of equal or greater value with no further obligation to the Winner. Sponsor reserves the right to substitute a prize of equal or greater value for any reason in the sole discretion of Sponsor if the Prize or any component thereof is unavailable for any reason.

Additional Prize conditions applicable to the Grand Prize and Runner-Up Prize: Exact game date and seat locations at the game shall be determined by Sponsor at its sole discretion. Winners' guests must be of legal age of majority in their jurisdictions of residence (and at least eighteen (18) years of age), unless accompanied by a parent or legal guardian. Major League Baseball game, event and exhibition dates and times are determined in the sole discretion of the Office of the Commissioner of Baseball and/or the applicable Major League Baseball Club, as applicable, and may be subject to change. The terms and

conditions of the tickets awarded as part of the Prize may govern in the event a legal game, event or exhibition, as defined by Major League Baseball, is not played or held, as applicable, due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. Each Winner and his/her guest(s) agree to comply with all applicable ballpark and venue, as applicable, regulations in connection with the Prize. Sponsor and the applicable MLB Entities reserve the right to remove or to deny entry to any Winner and/or his/her guest(s) who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game, event or exhibition. Contest Entities will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any Major League Baseball game, event or exhibition. Major League Baseball game, event and exhibition tickets awarded as part of the Grand Prize may not be resold or offered for resale or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and forfeiture of prize, and may invalidate the license granted by the game, event or exhibition ticket(s).

## **6. SPONSOR OWNERSHIP OF ENTRIES**

All entries and materials submitted to Sponsor in connection with the Contest (collectively, "Entry Materials"), along with all copyright, trademark and other proprietary rights associated therewith, become the property of Sponsor upon submission, and Entry Materials will not be returned to any entrant. Without limiting the generality of the foregoing, you acknowledge that Sponsor will own all rights to use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and non-commercially exploit the Entry Materials in perpetuity and throughout the universe, in any manner or medium now existing or hereafter developed, without separate compensation to you or any other person or entity.

Sponsors use of the entry materials may include but shall not be limited to publication on WFXT. By entering, you as the "entrant" agree to take, at Sponsor's expense, any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by Sponsor to effect, perfect or confirm Sponsor's ownership rights as set forth above in this paragraph.

## **7. ORIGINAL WORK OF AUTHORSHIP**

You hereby warrant and represent that (a) you own all rights to all Entry Materials submitted by you; and (b) all such Entry Materials are original works of authorship on your part and have not been copied, in whole or in part, from any other work and do not violate, misappropriate or infringe any copyright, trademark or other proprietary right of any other person or entity.

## **8. GENERAL RELEASE**

By entering the Contest you release the Sponsor and the Contest Entities from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, liabilities, or damages of any kind arising out of or in connection with the Contest or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses, liabilities and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

## **9. TERMS AND CONDITIONS; LIMITATION OF LIABILITY**

Participants are responsible for complying with all applicable federal, state, and local laws and regulations and with these Official Rules, and by entering, participants agree to be bound to these Official Rules. Any

attempt by an entrant or other party to tamper with the proper administration of the Contest will disqualify the entrant and may result in civil or criminal action against the entrant or other party and may result in the discontinuation, suspension, or cancellation of the Contest. Winners and entrants agree, except where prohibited by law, to release and discharge, hold harmless and indemnify the Contest Entities, and all others associated with the development and execution of this Contest, from any and all tax liability that may be imposed or associated with receipt or use of the Prizes, and from and against any and all claims, actions, proceedings, and liability for any damages, expenses, fees, injury or losses (including personal injury or death) sustained in connection with the receipt, ownership, or use of the Prize or while traveling to, preparing for, or participating in any Prize-related activity. Contest Entities are not responsible for any printing, typographical, mechanical or other error in the printing of the offer, administration of the Contest or in the announcement of the Prizes. Each Winner's guest(s), if applicable, must execute a liability and, unless prohibited by law, publicity release prior to such Winner's receipt of the Prize. Sponsor retains the discretion to make all decisions regarding the interpretation and application of these Official Rules. All decisions of Sponsor are final and discretionary. In the event the selected Winner(s) of the Prize are/is ineligible or refuse(s) the Prize, the Prize will be forfeited and Sponsor, in its sole discretion, may randomly select an alternate Potential Winner from among all remaining Original Recipes according to the judging criteria, or may elect not to award such Prize, where permitted. For Prizes valued at \$600 or greater, Winner must provide his or her Social Security Number for tax purposes. Prizes may be considered income, and any and all taxes associated with Prizes are the responsibility of the Winner(s). Contest Entities make no warranties, express or implied, relative to the use or enjoyment of any Prize (or any portion thereof) including, without limitation, its quality, merchantability or fitness for a particular purpose.

## **10. DISCLAIMER**

If for any reason, the Contest is not capable of running as planned for any reason, including infection by computer virus, bugs, tampering, and unauthorized intervention, fraud, technical failures, human error, acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity of the Contest, the Sponsor reserves the right in its discretion to disqualify any individual it believes has tampered with the entry process, and/or cancel, terminate, modify or suspend the Contest. Sponsor reserves the right to select winners from eligible entries received as of the termination date. Sponsor may prohibit an entrant from participating in a Contest if it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, deception or other unfair playing practices or intending to abuse, threaten or harass other entrants.

## **11. ARBITRATION/CHOICE OF LAW**

Except where prohibited, entrants agree that any and all disputes, claims and causes of action arising out of or connected with this Contest shall be resolved exclusively by arbitration pursuant to the Rules of the American Arbitration Association then effective, and any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by entrant with regard to this Contest, but in no event attorneys' fees, punitive, incidental, consequential or other damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the State of Massachusetts, without giving effect to any choice of law or conflict of law rules or provisions (whether of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Massachusetts. The courts of Massachusetts in Suffolk County shall be the exclusive forum for any dispute relating to these Official Rules and/or this Contest. All participants and winners agree, by their participation in the Contest, to submit to the personal jurisdiction of the courts of Massachusetts in Suffolk County. The invalidity or unenforceability of any provision of these Official Rules shall not affect the invalidity or unenforceability of any other provision so long as the general intent of these Official Rules remains in effect. In the event

that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

## **12. AFFIDAVIT OF ELIGIBILITY AND PUBLICITY RELEASE**

As a condition of being awarded any prize, Winners may be required to execute and deliver to Sponsor a signed affidavit of eligibility and acceptance of these Official Rules and release of liability and, unless prohibited by law, publicity.

Where permitted by law, winners and participants grant Kayem, its subsidiaries, affiliates and those acting pursuant to its authority, and the MLB Entities the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the Winners' and participants' names, portraits, pictures, voices, likenesses, the identity of their city and state of residence and biographical information for advertising and promotional purposes without additional consideration. Failure by any winner or participant to comply, or return any required releases and related documentation, may result in forfeiture of the Prize.

## **13. WINNERS LIST AND RULES REQUESTS**

For a copy of the winners list, email [promotions@kayem.com](mailto:promotions@kayem.com) after July 27, 2016, until September 1, 2016. To obtain a copy of these rules, email [promotions@kayem.com](mailto:promotions@kayem.com).

## **14. PRIVACY**

Personal information collected from online entrants is subject to the Privacy Policies, which can be found at <http://www.kayem.com/privacy-policy>.

## **15. SPONSOR/ADMINISTRATOR**

Kayem, Kayem Foods Inc., 75 Arlington Street, Chelsea, MA 02150.

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