

# HMSHOST Channel Your Inner Chef Video Contest

## Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA AND WHERE PROHIBITED BY LAW.**

1. **Sponsor.** HMSHost Corporation, 6905 Rockledge Drive, Bethesda, Maryland 20817 (“Sponsor”). Please direct any questions or comments regarding this Contest to Sponsor.
2. **Contest Entry Period.** The Contest Entry Period for the HMSHost Channel Your Inner Chef Video Contest (“Contest”) begins on January 1, 2020, at 12:00 AM Eastern Time (“ET”) and ends on February 17, 2020, at 11:59 PM ET (the “Contest Entry Period”). Sponsor's computer is the official time keeping device for the Contest. Entrants are responsible for determining the correct beginning and ending times of the Contest Period in their respective time zones. Sponsor is not responsible for late or misdirected entries.
3. **Eligibility.** The Contest is open to all (i) legal residents of the 50 U. S. States and the District of Columbia; who (ii) are at least eighteen (18) years old as of the date of entry (residents of Alabama and Nebraska must be at least nineteen (19) years old); and (iii) are able to attend a live cooking competition in Chicago, IL on or about March 24, 2020.

If selected for Phase Two of the competition (described in Section 6), this eligibility criterion may be subject to further verification. THE CONTEST IS VOID OUTSIDE THE 50 U. S. STATES AND THE DISTRICT OF COLUMBIA AND WHERE PROHIBITED OR RESTRICTED BY LAW. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning is contingent upon fulfilling all requirements set forth herein. An entrant may be disqualified in Sponsor’s sole discretion if he/she fails to comply with any of the terms of these Official Rules.

4. **How to Enter.** To submit an entry, eligible entrants must submit to [www.ChannelYourInnerChef.com](http://www.ChannelYourInnerChef.com) (i) a video in which they are shown preparing a culinary dish made from an unpublished original recipe that has not been disclosed beyond your immediate circle of friends and family (“Entrant Dish”), (ii) the complete recipe for the original culinary dish including the name of the dish, and (iii) entrants’ name, phone number, and e-mail address.

Videos must be submitted in one of the following formats: Apple Quick Time Movie (.MOV), MPEG-4(.MP4), or Windows Media Video (.WMV). File size cannot exceed 200 MB.

All video submissions must conform to the Entry Requirements provided in Section 5. All entries must also be submitted during the Contest Entry Period. Sponsor is not responsible for failure to see or receive an entry. For purposes of this Contest, an “Eligible Entry” is defined as a video that follows the technical, creative, and legal requirements disclosed in the advertising for this Contest

and elsewhere in these Official Rules, including, without limitation, the Entry Requirements below. Entries will not be acknowledged or returned.

Only one (1) entry per eligible entrant will be permitted. Submission of multiple entries during the Contest Entry Period may disqualify entrant from the Contest. Entries generated by a computer program or by macro, programmed, robotic or other automated means will be disqualified. Entries that are incomplete, corrupted, false, lost, late, misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor's sole and absolute discretion. Proof of video submission does not constitute proof of entry. Once submitted, an entry may not be changed, altered, modified or deleted.

- 5. Entry Requirements.** Video submissions may be up to, but not more than, five (5) minutes in length and must present the entrant preparing an original Entrant Dish. If the video exceeds the time limit or the dish prepared is based upon a recipe that does not fit the definition of an "Entrant Dish" as defined in Section 4, the entrant may be disqualified at Sponsor's sole and absolute discretion. The Entrant Dish must include at least a protein, and a vegetable.

Entries that do not meet the following requirements are also subject to disqualification, at Sponsor's sole and absolute discretion. To be eligible, an entry: (i) must be in keeping with the spirit of the Contest; (ii) may not be obscene, indecent, or otherwise offensive (as determined by Sponsor in its sole discretion); (iii) may not defame or invade the publicity or privacy rights of any person, living or deceased; (iv) may not infringe, violate, or misappropriate any person's or entity's personal or proprietary rights (including copyrights, trademarks, or other intellectual property rights); (v) may not have been submitted previously in any contest of any kind or exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of friends and family) through any means; (vi) may not contain (a) any words, statements, or images considered offensive to individuals of any age, race, ethnicity, national origin, religion, sexual orientation, or other protected class, or who are disabled, (b) any threats to any person, place, business, group, or entity, (c) materials that promote bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on age, race, ethnicity, national origin, religion, sexual orientation or other protected class, or disability, (d) any materials that depict illegal acts, are sexually explicit, libelous, obscene, violent, hateful, slanderous, (e) content not in keeping with Sponsor's reputation and image and (vii) may not be owned by a third-party and/or be subject of or to any restriction or right that would in any way limit Sponsor's right to use the entry as permitted under these Official Rules.

Do not include in your video materials, images, graphics or trademarks belonging to any third parties or incorporate the names, likenesses or personas of any party other than yourself unless you have obtained all rights necessary to permit you to use the same in connection with your entry and grant the rights herein granted to Sponsor. Each entry should not reveal any personal information about another individual, including another person's address, phone number, e-mail address, credit card number or any information that may be used to track, contact, or impersonate that individual. Entrant must have permission from any individuals that appear in their entry (e.g., family members, friends). No background artwork should appear in the entry unless it is an original work of the entrant. Any artwork, murals, etc. that can be seen in entries must be created solely by the entrant or entrant must be the sole owner of all copyright interests therein.

6. **Judging.** The Contest winner will be selected based on two separate phases of judging, as described immediately below. All judging decisions are final.

***Phase One:*** Upon review of Eligible Entries, Sponsor's Vice President of Culinary and Vice President of Marketing will select five (5) finalists (provided a sufficient number of eligible entries are received) to participate in Phase Two. The finalists will be selected on the basis of the following criteria, each of equal weight:

- (i) cooking technique (e.g., knife skills and proper food handling)
- (ii) recipe (e.g., originality of recipe and use of at least a protein and a vegetable)
- (iii) presentation (e.g., look of plate, consistent portion size, garnish, and overall visual appeal)
- (iv) form (e.g., cleanliness, sanitation, general preparation, and workflow)
- (v) showmanship (e.g., personality and culinary talents)

Judging for Phase One will occur between February 18, 2020, and February 21, 2020. The finalists will be notified of their selection between February 23, 2020, and February 28, 2020 via telephone and/or email. Finalists will be required to execute certain documentation that may include, but not be limited to, an Affidavit of Eligibility/release and waiver of liability, a publicity release, and documentation confirming their agreement to the intellectual property licensed detailed in Section 13 of the Official Rules. All requested documents must be returned, and information provided to, Sponsor within the time period specified at the time of finalists notification.

***Phase Two:*** This phase of the Contest will consist of a live cooking competition that will be held on or about March 24, 2020 in Chicago, Illinois. Finalists must participate in the live cooking competition to be eligible to win. Finalists who cannot attend the live cooking competition will be automatically disqualified and an alternate Finalist may be selected, time permitting.

Phase Two will be judged by a panel of three (3) to five (5) culinary and aviation industry professionals. Finalists will be required to prepare a new dish that includes a protein, a vegetable, and one mandatory ingredient of choice from the O'Hare Urban Garden. All finalists will begin and end cooking at the same time. Finalists will be provided with the following equipment: (i) two (2) single induction burners, (ii) two (2) sauté pans, (iii) two (2) sauce pans, (iii) various cutting boards, (iv) assorted plate ware, (v) and assorted utensils. Competitors may not bring any additional cookware, appliances, or ingredients to assist in the preparation of the recipe during the competition and must only use what is provided.

Finalists' performance in Phase Two will be judged on the basis of following criteria of equal weight:

- (i) recipe (e.g., originality of recipe and use of at least a protein a vegetable and the one mandatory ingredient)
- (ii) presentation (e.g., look of plate, consistent portion size, garnish, and overall visual appeal)
- (iii) showmanship (e.g., personality and culinary talents)
- (iv) taste (e.g., seasoning, texture, and thorough cooking of mandatory ingredients)

The judges will select a winner who is determined to have the dish that best utilizes all of the mandatory products and best captures all four criteria.

Notwithstanding any other provision of these Official Rules, if at any time during the Contest Period, the judging rounds or at any time thereafter, the Sponsor determines that not enough or no eligible entrants exist from which to determine the winners, then Sponsor may in its sole and exclusive discretion determine that not enough or no eligible contestants exist, and then may either suspend or terminate the Contest or modify it (or any parts thereof) in any equitable manner that Sponsor deems appropriate in its sole and exclusive discretion, including, without limitation, by not awarding any one or more of the prizes set forth in these Official Rules.

7. **Prizes.** There will be two levels of prizes awarded in the Contest.

**Phase One Prizes:** The Sponsor will award the five (5) selected finalists a trip to Chicago for the live cooking competition on or about March 24, 2020. The trip will include: (i) (a) roundtrip coach class air transportation, which shall originate from a major U.S. gateway airport of Sponsor's choice nearest finalist's residence (as determined by Sponsor) to Chicago, Illinois for a finalist that resides more than 150 miles from Chicago or (b) a \$250 travel stipend for any finalist that resides within 150 miles of Chicago (Sponsor reserves the right to substitute air transportation if the winner resides within 150 miles of Chicago); and (ii) round trip ground transportation for finalist between airport and hotel in Chicago (if applicable). Sponsor may also award hotel accommodations to any finalist whose city or state of residence requires the finalist to stay in Chicago overnight. If awarded, hotel accommodations shall be one (1) standard room (meals, telephone calls, tips and other incidentals and costs are not included). The approximate retail value ("ARV") of the Phase One prize is \$1,000; total ARV of all Phase One prizes is \$5,000. Actual retail value may vary depending on finalist's point of departure and airfare fluctuations as applicable and whether hotel accommodations are awarded. Any difference between stated approximate retail value and actual value will not be awarded. All other travel-related expenses, including but not limited to luggage fees, meals, gratuities and incidental hotel and personal expenses are the sole responsibility of the winner. All decisions related to travel by finalists shall be made by Sponsor, at Sponsor's sole discretion.

**Grand Prize.** The winner will have the opportunity for the winning dish to appear on the menu at an HMSHost restaurant operating at Chicago O'Hare International Airport and will receive (i) two tickets to the 2020 James Beard Foundation Awards on May 4, 2020 at the Lyric Opera of Chicago in Chicago, Illinois, (ii) (a) roundtrip coach class air transportation for winner and a guest, which shall originate from a major U.S. gateway airport of Sponsor's choice nearest winner's residence (as determined by Sponsor) to Chicago, Illinois for a winner that resides more than 150 miles from Chicago or (b) a \$250 travel stipend for any winner that resides within 150 miles of Chicago, for the May 4, 2020 James Beard Foundation Awards event (Sponsor reserves the right to substitute air transportation if the winner resides within 150 miles of Chicago); and (iii) round trip ground transportation for winner between airport and hotel in Chicago (if applicable). Sponsor will also provide winner a single cash payment in the form of a check, which is intended to assist the winner with any federal, state, or other tax obligations related to the Grand Prize (the "Tax Gross-Up Payment"). The Tax Gross-Up Payment will be \$2,500.00. The Grand Prize winner's actual tax liabilities related to the Grand Prize could exceed the Tax Gross-Up Payment and is the sole responsibility of winner. Sponsor may also award hotel accommodations to any winner whose city or state of residence requires the winner to stay in Chicago overnight. If awarded, hotel

accommodations shall be one (1) standard room (double occupancy) (meals, telephone calls, tips and other incidentals and costs are not included). In addition, the winner will receive two roundtrip coach class airline tickets for a flight within the continental U.S. in the form of an airline gift card of \$1,000 value (or the winner can opt for a check for \$1,000 in lieu of the airline gift card). Gift card may be subject to additional terms and conditions; see card for details. The ARV of the airline gift card is \$1,000. The total ARV of the Grand Prize is \$7,800. Actual retail value may vary depending on winner's point of departure and airfare fluctuations as applicable and whether hotel accommodations are awarded. Any difference between stated approximate retail value and actual value will not be awarded. Sponsor reserves the right to substitute prize of equal or greater value. All decisions related to travel and lodging shall be made by Sponsor, at Sponsor's sole discretion.

The prizes are not transferable or redeemable for cash. All federal, state, and local taxes resulting from the prize are the sole responsibility of the winner. For prizes valued over \$600, prize winners will be issued an IRS Form-1099 for the retail value of the prize. Prize winners are advised to seek independent counsel regarding the tax implications of their prize winnings before accepting prize. All other expenses not specifically mentioned herein, including transportation, souvenirs, personal expenses and all other expenses not specified herein are the sole responsibility of the winner and his/her guests.

The winning dish and the recipe may be altered, adjusted, or removed from the menu at the Sponsor's sole discretion. For the avoidance of doubt, Sponsor has the sole discretion to determine which restaurant will feature the recipe, the final recipe formulation that will be used, the final menu item name that will be used, and the length of time the item will be included on the menu.

8. **Prize Notification.** The winner will be selected and announced by the panel of judges at the conclusion of Phase Two's live cooking competition.
9. **Entrant Conduct.** This Contest is subject to all federal, state, and local laws/regulations. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual suspected of tampering with the entry process or the operation of the Contest; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
10. **Entrant Representations and Warranties.** By entering the Contest, entrants represent and warrant that their entries are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted entry and that they have the right to submit the Eligible Entry in the Contest and grant all required licenses and assignments. Each entrant agrees not to submit any entry that infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity, and confidentiality obligations. Entrants also

represent and warrant that they have not previously submitted their entry as an entry in another contest, promotion, competition, or similar activity.

11. **Indemnity.** To the maximum extent permitted by law, each entrant indemnifies Sponsor at all times from and against any and all liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each entrant agrees to defend, indemnify and hold harmless Sponsor from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from (i) any entry or other material submitted by the entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person; (ii) any misrepresentation made by the entrant in connection with the Contest; or (iii) any non-compliance by the entrant with these Official Rules.
12. **Release, Publicity, and General Terms.** By participating in the Contest, entrants: (i) agree, to the fullest extent of the law, to release and hold harmless Sponsor, and its respective parents, subsidiaries, affiliates, directors, partners, promotional suppliers, advertising agencies, officers, employees, and agents from any and all liability for any injuries, loss or damage of any kind arising from or in connection with the Contest, and (ii) grant to Sponsor the right to use and publish their proper name and state, statements, photograph, voice and/or likeness, as well as their recipe, for any advertising and promotional purposes relating to the Contest, in any media now known or hereafter devised, without further notice, compensation, consideration, review or consent and without regard to moral rights, except where prohibited by law.

Sponsor assumes no responsibility or liability for the following: (i) telephone or technical malfunctions that may occur; (ii) any incorrect or inaccurate information, any of the equipment or programming associated with or utilized in the Contest, or any technical or human error which may occur in connection with the Contest; (iii) any injury or damage to entrants related to or resulting from participating in the Contest; or (iv) inaccessibility or unavailability of the Internet or any combination thereof. If, for any reason, the Contest is not capable of running as planned, including because of, tampering, unauthorized intervention, fraud, technical failures, force majeure, or any other cause beyond the control of Sponsor which may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest. Sponsor reserves the right to change these Official Rules at any time, with or without notice.

13. **Intellectual Property Rights.** Each entrant shall retain ownership of all intellectual property rights in each Eligible Entry (including moral rights) subject to these Official Rules. However, by entering the Contest, and to the extent allowed by law, each entrant grants Sponsor and its affiliates, licensees, promotional partners, developers and third party marketing entities a non-exclusive, perpetual, worldwide, royalty-free license to edit, modify, cut, rearrange, add to, delete from, copy, reproduce, adapt, publish, exploit and use the Eligible Entry throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation.

14. **Privacy.** Any personal information submitted in connection with the Contest may be processed, stored, shared, and otherwise used for the purposes of administering and facilitating the Contest, the fulfillment of any prize, and for promoting the Contest or the winning recipe or dish by Sponsor.
15. **Disputes.** Any and all legal actions or claims arising in connection with this Contest or these Official Rules must be brought in a court of competent jurisdiction within Illinois and will be governed by and interpreted under the laws of Illinois without regard to its conflicts of law provisions and shall be resolved individually, without resort to any form of class action. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS CONTEST. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.
16. **Winner's Name.** The name of the winner will be posted online at [www.ChannelyourInnerChef.com](http://www.ChannelyourInnerChef.com) on or about April 17, 2020. Also, for the name of the winner, mail a self-addressed stamped envelope to HMSHost Corporation, Attn: Shayna Iglesias, 6905 Rockledge Drive, Bethesda, Maryland 20817 by April 24, 2020.