

Earth's Best Most Memorable Baby Feeding Moment Contest Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. ELIGIBILITY:** Contest open to U.S. residents 18 years of age or older as of date of entry who are the parent, legal guardian or grandparent of a child two (2) years of age or younger. Contest void wherever prohibited by law, or where the registration or filing requirements of any state or local jurisdiction have not been complied with. Employees of Sponsor, its respective affiliates, subsidiaries, advertising, production and promotion agencies, and the immediate families and members of the same household of each are not eligible. All federal, state, local and municipal laws and regulations apply.
- 2. HOW TO ENTER:** Contest begins at 9:00:00 AM (ET) August 15, 2009 and ends at 11:59:59 PM (ET) on November 30, 2009. To enter visit www.earthesbest.com to complete and submit official contest entry form including name, address, e-mail address, telephone number and affirmatively indicate acknowledgement and acceptance of these Official Rules and all other terms and conditions governing the Contest. Then upload video clip between :30 and :60 in length showing your baby/ grandchild eating an Earth's Best product. All video submissions will be posted on YouTube.com and as such entrant accepts YouTube's terms of service available at <http://www.youtube.com/t/terms>.
- 3. SUBMISSION REQUIREMENTS:** Video submission must be a clip taken by the entrant. No stock/file film or photo footage can be used. The baby in the video must be a person two (2) years old or younger. Entrant must be the parent/ legal guardian or grandparent of the featured baby. Entrants may upload one video per day but may only submit one video per baby. If an entrant provides more than one video of a particular baby only the first video will be judged. Uploading more than one video does not increase the chance of winning. Any entry, which in the sole opinion of Sponsor is deemed to be inappropriate for publication will be deemed ineligible. Once a video is submitted it cannot be changed, altered or modified. Video format must be: QuickTime .MOV, Windows .AVI, or .MPG files. Videos (a) must be the original and sole creation of, and all right, title and interest including but not limited to the copyright in the Video must be owned solely by, the entrant (b) must feature the baby eating an Earth's Best infant or toddler food product (excluding formula) (c) may not contain any nudity/ all babies must be covered from the waist down, (d) may not have been submitted in any other competition, (e) may not have been published, (f) may not infringe upon any third party's rights, including but not limited to copyright, patent or trademarks/tradenames/logos, or rights of privacy or publicity, or contain material that is or may be considered defamatory, slanderous or libelous, or portray in a false light; (g) may not violate any law, rule or regulation, and, (h) may not contain any virus, bugs, or other deleterious material; and each entrant warrants and represents that his/her video complies with all of those conditions. Non-complying Videos will be subject to disqualification. Entries

cannot contain, the trademark, trade name or logo of any third party (but may contain the trademark, trade name or logo of the Sponsor) and cannot contain any material that is protected by copyright. By entering, each entrant grants permission for the use of the video, and his/her name, to be posted on the World Wide Web in connection with this Contest, and the advertising, promotion, and publicity of the Contest, and otherwise, as stated in these Official Rules (as solely determined by Sponsor). All submitted entries become the property of Sponsor and will not be acknowledged or returned.

4. **JUDGING:** All eligible entries will be judged by a panel composed of representatives of Sponsor whose decisions are final and binding on all judging matters. Judging will be based on the following criteria: 1/3 Baby's Reaction; 1/3 Originality; 1/3 Creativity. The video that receives the highest combined cumulative score for all of the criteria will be deemed the Contest winner. In the event of a tie, the video with the highest score in the Baby's Reaction category will be declared the tie winner.
5. **PRIZE:** Twenty-five (25) Grand Prize Baby featured as a face of the next Earth's Best generation and a month of the winner's choice of Earth's Best infant or toddler foods, diapers and wipes. (\$210.00 estimated retail value of each prize). Total value of all prizes: \$5,250. A month of infant or toddler foods is defined as the winner's choice of Earth's Best First Foods, Second Foods or Sesame Street Gift Packs. A month of diapers is defined as one case of the winner's choice of size of Earth's Best TenderCare Chlorine Free Diapers (one size per case). A month of wipes is defined as one case of Earth's Best TenderCare Chlorine Free wipes 80 count tubs.
6. **WINNER NOTIFICATION:** Grand Prize Winners will be determined on or about December 7, 2009. The winners will be notified by mail, telephone or e-mail on or about December 10, 2009. Grand Prize winners will be required to complete and return an Affidavit of Eligibility/Release of Liability which must be signed and received by Sponsor or its designated agent within 7 days of date printed on notification or the prize will be awarded to an alternate winner based on the judging criteria outlined herein. If any prize notification letter or any prize is returned as undeliverable, the prize will be awarded to an alternate winner based on the judging criteria outlined herein.
7. **ODDS:** Odds of winning depend on the number of entries received and the decision of the judges. Entries will not be limited, except as expressly provided above. In the event that there is an insufficient number of qualified entries or if the judges determine in their absolute discretion that no or too few entries meet the quality standards established to award the prizes, Sponsor reserves the right not to award the prizes.
8. **GENERAL:** This Contest offer is void where prohibited or restricted by law and is subject to applicable federal, state, local and municipal laws and regulations. By participating in this Contest, entrants agree to be bound by these rules and by the decisions of the Sponsors, which are final in all matters relating to this Contest. Prizes are nontransferable. By accepting any prize, winner consents to the use of their and their baby's/ grandchild's name, video, voice, and likeness for promotional,

advertising, publicity or trade purposes in any and all media worldwide in perpetuity by Sponsor without further compensation to winner or any other person depicted in video unless otherwise prohibited by law. Arrangements for the fulfillment of all prizes will be made by the Sponsors. Receipt of any prize is conditioned upon compliance with any and all applicable federal, state and local laws, rules and regulations. Winners of any prize(s) will be solely responsible for payment of all federal, state and local taxes. Sponsor and judges not responsible for late, lost, stolen, damaged, incorrect, incomplete, illegible, garbled, misaddressed, or misdirected entries, misrouted or scrambled transmissions or communications, for errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of telephone, Internet, computer hardware, software, communications devices, or transmission lines or data corruption, theft, destruction, unauthorized access to or alteration of entry materials, loss or otherwise. Sponsor disclaims any liability for damage to any telephone or computer system resulting from participation in, or accessing or downloading information in connection with, this Contest, and reserves the right, at its sole discretion, to modify, cancel, terminate or suspend this Contest should any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor's control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In the event of any cancellation, termination or suspension, a notice will be posted and judging will take place from among all eligible entries received prior to such time. Sponsor reserves the right, at its sole discretion, to disqualify any entrant if his or her fraud or misconduct affects the integrity of the Contest. Entries will be considered made by the authorized account holder of the e-mail address submitted at time of entry. By submitting an entry in the sweepstakes, you acknowledge and agree that Sponsor shall be permitted to use your entry data for marketing purposes consistent with their privacy policies and applicable law. All entrants further agree that in the event of any third party claims, damages, losses or injuries, arising from or relating to this Contest, they will indemnify Sponsors from any and all such claims, including the attorneys' fees related thereto. By accepting prize, winner agrees to release Sponsor, YouTube, Inc., their respective directors, employees, officers, and agents, including without limitation, their advertising and promotion agencies, from any and all liability, loss or damages arising from or in connection with the awarding, receipt, and/or use or misuse of prize or participation in any prize-related activities. Sponsor is not responsible for typographical, printing, or other inadvertent errors in these Official Rules, or in other materials related to the Contest.

9. **CAUTION:** ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.
10. **WINNER'S NAMES:** For a copy of the winner's names, send a self-addressed, stamped envelope postmarked by January 1, 2009 to: Earth's Best Most Memorable Baby Feeding Moment Contest Winners List, c/o The Promotion Pipeline, PO Box 162, Huntington Station, NY 11746 or visit www.earthsbest.com. Requests will be

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fulfilled/name will be posted, after the all the winners' names have been verified. For a copy of the official rules, visit www.earthsbest.com or send a self addressed, stamped envelope to: Earth's Best Most Memorable Baby Feeding Moment Contest Rules, c/o The Promotion Pipeline, PO Box 162, Huntington Station, NY 11746 VT residents may omit return postage.

SPONSOR: The Hain Celestial Group, Inc,