

**2008 Amateur National Pie Championships (“NPC”)
 (“Contest”)
 OFFICIAL RULES**

TO ENTER: Complete the entry form and mail it along with the recipe and applicable entry fee to American Pie Council, P.O. Box 368, Lake Forest, IL 60045. Recipes must be provided in English on a compact disk or a typed 8 1/2 x 11 paper and must include the name of entrant. Recipes and entry forms may also be emailed to apc@piecouncil.org or faxed to 847-371-0199. There will be a \$15 charge for each pie entered for members of the American Pie Council (“APC”) entered on or before 4/9/08 and a \$35 fee for nonmembers or members entering after 4/9/08, payable by check or credit card.

CATEGORIES: Apple, **Crisco**® Classic Chocolate, **Crisco** Classic Cherry, Citrus, Cream, Philadelphia Cream Cheese, Custard, Fruit/Berry, Nut, Peanut Butter, Pumpkin, Raisin, Splenda, Sweet Potato, and Open. Only dessert pies may be entered and must include a bottom and side crust. Entries in the **Crisco** Classic Cherry and **Crisco** Classic Chocolate pie categories must use at least ½ cup of **Crisco** shortening or oil in the recipe. Recipes using alcohol as an ingredient will not be accepted. Entries in the Splenda category must contain at least ½ cup of Splenda No Calorie Sweetener Granular, and may not contain sugar. Entries in the Raisin category must contain at least 1 cup of raisins. Entries in the Philadelphia Cream Cheese category must contain one 8 oz. package of Philadelphia cream cheese. **LIMIT: A maximum of 15 entries per person.** All entries including the recipe submitted become the property of the American Pie Council (“APC”) and The J.M. Smucker Company (“Sponsors”) and none will be returned.

JUDGING: All pies must be completely prepared by the entrant and delivered to the Orlando Sun Resort, Kissimmee, FL between 6:30 and 9:00 A.M. on April 19, 2008. Entrants may prepare and bake their pies on-site at the Orlando Sun Resort on Friday, April 18, 2008 (subject to availability) during assigned baking times with a time limit of three hours. Potential winners (subject to eligibility verification) will be chosen on or about April 19, 2008 by APC judges whose decisions will be final and binding on all matters relating to this Contest. Each pie entry will be judged on the following criteria: *Appearance:* Pre slice score (Includes consistency of crust or topping) and after slice score (based on degree of appropriate runniness, juiciness or firmness). *Taste:* Flavor (strength and balance of flavor appropriate for type of pie; balance of sweet and/or tartness. Peripheral flavors should be balanced with main ingredient of pie), Mouth Feel (appropriate consistency, i.e. thick, thin, smooth, creamy, chalky, mushy, runny, dry, sticky, etc.), Crust (flaky or mealy) and Aftertaste (pleasant or unpleasant). *Overall Appeal:* impressiveness, Creativity (based on originality). The judging criteria will be based on a 0-9 point system for each of the above categories. All category points will be added to determine the winners. In the event of a tie the judges will re-judge the pies until a winner is decided. For safety reasons, all refrigerated pies will be tested to assure that the temperature does not exceed 45°. Each recipe must include U.S. standard measurements, complete preparation instructions, cooking time and temperatures, number of servings, size of pans and any special utensils or cookware.

ELIGIBILITY: This Contest is open to legal residents of the 50 United States and D.C. 18 years of age or older, except employees of the Sponsors, their affiliated companies, parent,

subsidiaries, Web site developers and administrators, and advertising and promotion agencies and their immediate families and members of their households. The Contest is open only to amateur home cooks. No professional chefs, bakers, food writers, food home economists, students enrolled in a degree program at a cooking school, or any other person who regularly makes pies, baked goods or recipes for pay. The Contest recipe must be an original that was created by the person making the entry. The Contest recipe entered must not have won previous NPC awards, must not infringe upon any other person's rights, must not have been previously published, must not be awaiting publication nor may it be submitted for publication consideration during the period of the Contest.

PRIZES: One Grand Prize: A check for \$5,000 and a large **Crisco** gift basket. Approximate Retail Value ("ARV"): \$5200. Fifteen First Place Prizes: A check for \$200 and a **Crisco** gift basket. ARV: \$240. Fifteen Second Place Prizes: A check for \$150 and a **Crisco** gift basket. ARV: \$190. Fifteen Third Place Prizes: A check for \$100 and a **Crisco** gift basket. ARV: \$140. Total ARV of all Prizes: \$13,750. Checks will be mailed to winners before June 2, 2008. All expenses not specified herein are the sole responsibility of the winner.

GENERAL TERMS & CONDITIONS: By participating in the Contest, entrants agree to release, hold harmless and indemnify the Sponsors, their respective parent companies, affiliates, subsidiaries, distributors and each of their respective shareholders, directors, officers, employees and agencies from and against any and all liability whatsoever for any injuries, losses, harm, damage (including but not limited to property damage, personal injury and/or death), claims, actions, costs and expenses (including without limitation, all attorney's fees and court costs) arising directly or indirectly from or in connection with his/her participation in the Contest, acceptance, possession or use/misuse of the prize or participation in any prize-related activity. Entrants further acknowledge that the above parties are in no manner responsible or liable for, and specifically disclaim, any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize or portion thereof, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Submission of a Contest entry grants Sponsors and their agents the right to publish, use, adapt, edit and/or modify the recipe included with the entry in any way, in commerce and in any and all media worldwide, without limitation and without consideration to the entrant. Submission of any entry further constitutes the entrant's (or his/her parent's or guardian's) consent to irrevocably assign and transfer to the Sponsors any and all rights, title and interest in and to the entry, including, without limitation, all intellectual property rights. Each entrant must be the sole and rightful owner of the recipe submitted in the Contest. Acceptance of a Contest prize will further constitute and signify agreement and consent (or that of parent or legal guardian if winner is a minor) that the Sponsors and/or Sponsors' assignee may use the winner's recipe, name, photograph, images, likeness, voice, signature, biographical information, recipe and/or any other intellectual property materials created or submitted as part of the Contest, in addition to any and all materials created during public relations activities related to the Contest (collectively "Publicity Materials") for purposes of advertising, publicity and trade related to Sponsors' products and/or services, in all media worldwide (including Sponsors' web sites), without further compensation, except where prohibited. Winner's statements may be used in whole or in part and may be paraphrased, amplified, shortened, and/or put into conversational form to meet the requirements of copy, layout and/or script, provided their general sense is not changed. All Publicity materials

developed or used will be Sponsors' property and will be works "made for hire" and winners will retain no ownership rights whatsoever in or to said works. If said Publicity materials are not considered works "made for hire," winners hereby assign all said works to Sponsors. Winners are solely responsible for any federal, state or local taxes on prizes. All federal, state, and local laws and regulations apply. Void outside the 50 United States and D.C. and where prohibited. Sponsors reserve the right to take such action as they deems necessary to enforce these Official Rules and ensure the fair operation of the Contest, including without limitation, barring and disqualifying entrants who do not comply with these Official Rules. If, for any reason, the Contest is not capable of running as planned by any cause which, in the sole opinion of the Sponsors, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Contest, Sponsors reserve the right, at their sole discretion to cancel, terminate, modify or suspend the Contest and determine winners from entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsors. In case of cancellation, a winning recipe will be chosen from all eligible entries received prior to the date of cancellation and if circumstances permit. If due to any technical, production, typographical or other error, more prizes are claimed or awarded than are described in the Official Rules at any prize level, the number of prizes identified in the Official Rules in an equitable manner (as determined by Sponsors) from all such prize claims received. By participating, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsors in connection with the Contest, will be governed by, and construed in accordance with, the laws of State of Ohio, without giving effect to any choice of law or conflict of law rules. By participating, entrants consent to the jurisdiction and venue of the federal, state and local courts located in Cleveland, Ohio.

LIMITATIONS OF LIABILITY: In the event of a dispute regarding the identity of an entrant, such entry will be deemed to be made by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is deemed as the natural person who is assigned to an e-mail address by an Internet access provider, service provider or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Neither Sponsors nor their agencies are responsible for lost, late, incomplete, damaged, stolen, illegible, misdirected, postage-due, or non-delivered entries or e-mail; or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Web Site or other connections availability, accessibility or traffic congestion, or miscommunications, or failed computer, network, telephone, satellite, or cable hardware, software or lines, or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions, or computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information. Neither Sponsors nor their agencies are responsible for any incorrect or inaccurate information, whether caused by Web Site users, or by any equipment or programming associated with or utilized in the Contest and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of Web Site. Sponsors reserve the right, at their sole discretion, to disqualify any individual it finds may be tampering with the entry process or operation of the Contest or Web Site, may be acting in violation of the terms of the Web Site or may be acting in a non-sportsmanlike or disruptive manner, or with

intent to threaten, abuse or harass any other person. Any attempt to deliberately damage any Web Site or undermine the legitimate operation of the Contest is unlawful and subject to legal action by Sponsors or their agents.

WINNERS LIST: For a list of winners, please send a SASE between May 1, 2008 and June 1, 2008 to: American Pie Council, P.O. Box 368, Lake Forest, IL 60045

SPONSORS: The American Pie Council, P.O. Box 368, Lake Forest, IL 60045

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