

OFFICIAL RULES

2012 Makes-Me-Wanna SHOUT! Chocolate Layer Cake Baking Challenge Contest

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

APPLICATIONS MUST BE RECEIVED ON FEBRUARY 1, 2012, 11:59 PM ET

1. **Eligibility:** The 2012 Makes-Me-Wanna SHOUT! Chocolate Layer Cake Baking Challenge Contest (“Contest”) is open to residents of the Washington, DC Metropolitan Area, which is comprised of the District of Columbia and the selected counties listed below in Maryland, and Virginia * only, who are amateur cooks aged 18 years or over as of January 1, 2012. Applicants must have resided in one of the above areas for a minimum of six months prior to their Contest entry. Food Professionals, such as chefs, pastry chefs, or food home economists who create recipes for pay, are not eligible to enter or win. Employees or relatives of any of the Sponsor organizations, companies, or any of their respective parents, subsidiaries and affiliated companies, and their immediate family members (including parents, children, siblings, spouses, regardless if they live in the same household) or individuals in the same household of such employees (regardless of whether related or not) are not eligible to participate in the Contest or receive a prize. First prize winners of any prior Makes-Me-Wanna SHOUT! baking challenges or cake contest presented or produced by the sponsoring organizations and companies are not eligible to enter or win.

2. **How to Enter:** Create your own original chocolate layer cake recipe made from scratch (no mixes allowed), which must include real chocolate, cocoa, and/or cocoa powder as a key ingredient (your “Recipe”) and must be baked by the entrant. There is a minimum of 2 layers in the recipe. To enter your Recipe into the Contest, complete a Contest application form, available at **www.shoutbakingchallenge.com** and include the Recipe and a cake story or baker’s statement related to your cake. Recipes must be typed, list all the ingredients, quantities, and the instructions for preparation of the cake. Applications must include a cake story or baker’s statement regarding the cake which must be non-fiction, typed, and 250 words or less, no exceptions (your “Story”). You may want to share a special memory, the story of making the cake, why you bake,

or your story about a person or people who enjoy your cake. Include your complete name and address on the Recipe and also include all other requested information in the application. Then, submit the completed application, including your Story and your Recipe between **9:00 a.m. ET** November 1, 2011 and **11:59 p.m. ET** on **February 1, 2012** (“Contest Entry Period”) following the Entry Guidelines below**, in one of the following ways:

(a) MAIL - submit your entry by U.S. Mail to Shout Baking Challenge 2012, c/o Michon Boston Group Ltd, P.O. Box 21204, Washington, DC 20009 by providing the requested information including the completed application, Recipe, and Story please note, all mail-in entries must be postmarked by **February 1, 2012**, and received by **February 4, 2012** to be considered; or

(b) ONLINE - visit the website at www.shoutbakingchallenge.com and enter online by completing and submitting the online application with your Recipe and Story included during the Contest Entry Period;

or

(c) FAX - fax your entry to 1-866-587-9790 during the Contest Entry Period, including the completed application, Recipe, and Story with your name and contact information including your phone number on each page included in your fax.

Once the entry has been submitted, entrants will not be permitted under any circumstances to submit substitutions and/or new versions of their entries. Limit one entry per person. Incomplete or illegible entries, entries without a signature or not including birth date will not be honored. Stories and recipes will be posted online at <http://www.shoutbakingchallenge.com>.

Sponsors are not responsible for late, lost, damaged, mutilated, illegible, stolen, incomplete, misrouted, misdirected, or postage due entries or mail or for address or email address changes of entrants. Entries that are mutilated, incomplete, defective, altered, illegible, irregular in any way or not in full compliance with the Official Rules are void. Entries become the property of the Sponsors and will not be returned. Entries

must be submitted during the Contest Entry Period and **received by 11:59 p.m. ET on February 1, 2012**, except that mail-in entries must be postmarked by **February 1, 2012**, and received by **February 4, 2012**. Proof of sending will not be deemed to be proof of receipt by Sponsors. Sponsors' clocks are the official clocks of this Contest. For additional information, email: contest@shoutbakingchallenge.com.

* For purposes of the Contest, the following cities and counties are considered the Washington DC Metropolitan area: District of Columbia; Maryland (Calvert County; Charles County; Frederick County; Montgomery County; Prince George's County; Anne Arundel County; Howard County; St. Mary's County); Virginia (Alexandria County, Arlington County, Clarke County, Fairfax County, Fauquier County, Frederick County; Loudoun County; Prince William County; Spotsylvania County; Stafford County, Warren County).

**Entry Guidelines: Your Recipe and Story must (1) be completely original; (2) be solely created by the entrant; and (3) not infringe the rights of any third party, including, but not limited to copyrights, patents, trademarks, trade secrets, and rights of publicity/privacy. Entries must be in the English language. Sponsors reserve the right to eliminate any entry that does not adhere to the Entry Guidelines or the terms and conditions of these Official Rules, uses inflammatory or derogatory language, or that is lewd, obscene, pornographic or disparages Sponsors, or that are otherwise inappropriate at Sponsors' sole discretion, and any such entry may be disqualified.

3. Public Voting, Judging and Winner Notification:

FIRST ROUND: On or about **March 8, 2012**, Sponsors will select and notify the top fifteen (15) entrants to be Semi-Finalists by email, telephone, or mail at the email address, telephone number, or mailing address provided with the entry. Entries will be judged in the First Round based on the following criteria: Apparent viability and originality of recipe (50%) and execution and creativity of the Story (50%). In the unlikely event of a tie, winner as between the tied entrants will be selected based on the tied entry with higher score in the viability and originality of recipe category. Sponsors

reserve the right to reduce the number of Semi-Finalists in the event there are not sufficient or appropriate entries in its sole discretion. Semi-Finalists must be prepared to bring their cakes/samples to Miriam's Kitchen for the People's Choice Second Round on March 24, 2012.

SECOND ROUND: The First Round Semi-Finalists will be asked by Sponsors to participate in a special Second Round competition event of judging on **March 24, 2012** at **Martha's Table** in Washington, DC ("Second Round Event"). Semi-Finalists must make, bake, and assemble their entries, and bring fully baked, unsliced cakes (enough for 150 samples) to Martha's Table, located at 2114 14th Street, NW, Washington, DC 20009 on March 24, 2012 at a TBD time to participate in the Second Round, and must be present during the Second Round Event. Attendees of the Second Round Event will be asked to judge the Semi-Finalists cakes by considering taste, texture, and originality (the "People's Choice Vote"). Any individual who, at the sole determination of the Sponsors, abuses the voting process in any way, will be disqualified from further voting in the Contest and his/her prior votes may be disqualified. Sponsors are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected votes, which will be disqualified. Sponsors may at their sole discretion disqualify votes that appear to be fraudulent, false, or otherwise not in accordance with these rules. One (1) of the Five (5) Finalists in the Second Round will be selected by official judge's discretionary judging or "Judges Choice" (100%) taking into consideration taste, texture, and originality. The remaining Four (4) Finalists in the Second Round will be selected based on the following criteria: (1) official judge's discretionary judging (20%); and (2) People's Choice as evidenced by the People's Choice voting results (80%) taking into consideration taste, texture, and originality. In the unlikely event of a tie, the winner as between the tied entrants will be selected based on the tied entry with the higher score in the official judge's category. Finalists will be publicly announced on site at the Second Round Event. Finalists must be prepared to bring their cakes/samples to **Eatonville Restaurant** in Washington, DC for the Final Round on **April 24, 2012**.

Public Voting in Second Round. The public will be invited to purchase tickets to the Second Round competition at Martha's Table on March 24, 2012, from 1:00 p.m. ET through 4:00 p.m. ET and ticket holders will be able to participate in the People's Choice voting.

FINAL ROUND: The Second Round Finalists will be asked by Sponsors to participate in the Final Round competition event of judging on April 24, 2012 at Eatonville Restaurant in Washington, DC ("Final Round Event"). Finalists must bring a fully baked, unsliced cake to Eatonville Restaurant, located at 2121 14th Street NW, Washington, DC 20010 on April 24, 2012 between the hours of 4 p.m. ET and 6 p.m. ET, and must be present during the Final Round Event. Finalists must make, bake, and assemble their final entry cake. The winning entry will be selected based on the following criteria: (1) taste and texture of the cake (50%); (2) appearance (30%), originality (10%); and Story behind the cake (10%). In the unlikely event of a tie, the winner as between the tied entrants will be selected based on the tied entry with the higher score in the originality category. All Finalists will be judged by the judging panel, which will include Eatonville Restaurant Owner Andy Shallal, Executive Chef Oji Jaja, and other judges selected at Sponsors' sole discretion, whose decisions are final on all matters relating to the Contest. The winner will be notified by public announcement on site at the Final Round Event. The Judges will select the top three entries during the Final Round Event.

Entrants must strictly follow the recipe submitted with the original entry when making, baking, and assembling a cake for the Second Round Event and for the Final Round Event. Sponsors or their agents may test bake and assemble cakes from the recipes submitted by entrants to confirm compliance with this requirement, and may disqualify as noncompliant any entry for which there is a materially different result, in Sponsors' sole discretion, between entrant's cake presented during the Second and/or Final Round Event and the result of Sponsors' test bake of the recipe submitted by entrant.

All Entrants may be required to complete and sign an affidavit of eligibility, liability/publicity rights releases, and a license of all rights concerning the recipe,

instructions, and Story in the entry, including copyrights, to be received by Sponsors within seven (7) days of the date of first attempted request for such documents to be completed and signed (“Request”), or entrant will be disqualified. Return of any semi-finalist, finalist, or winner notification or prize as undeliverable will result in disqualification and selection of an alternate winner. If any semi-finalist, finalist, or winner cannot be contacted at the email address or phone number provided at the time of entry, is contacted and does not respond as directed within seven (7) days of attempted notification, refuses the prize or is ineligible to accept the prize, the prize may be forfeited and awarded to an alternate semi-finalist, finalist, or winner. All prizes claimed in accordance with the Official Rules will be awarded. Winner may be required to provide a U.S. shipping address to claim prize.

An entrant is not a winner unless and until the entrant’s eligibility and the potential winning entry have been verified and entrant has been notified that verification is complete. Potentially winning entries will be verified by Sponsors, whose decisions to the administration and operation of the Contest and the selection and validation of potential winners are final and binding in all matters related to the Contest. Use of a false email account or an incorrect mail address may disqualify an entry.

4. Prizes:

One (1) First Prize: A check in the amount of Five Hundred Dollars (\$500.00), feature of the winning cake on the Eatonville Restaurant’s dessert menu, and a special video about the winning baker included on the official Makes-Me-Wanna SHOUT! Baking Challenge web site and Eatonville Restaurant web site. There is also a chance that Sponsors will feature the First Prize winner and/or the First Prize winner’s Recipe, ingredient list, submitted Story and/or related materials in a cookbook or other product, in advertising, and/or in promotional materials. Use of winning entry or winner’s name or image, story, recipe, entry, or related materials in a cookbook, other product, or for advertising or promotional purposes is not guaranteed.

One (1) Second Prize: A check in the amount of Three Hundred Dollars (\$300.00).

One (1) Third Prize: A check in the amount of Two Hundred Dollars (\$200.00).

Prize details including denomination at Sponsors' sole discretion. No prize substitutions or cash equivalents, except at the sole discretion of the Sponsors if an advertised prize becomes unavailable. The First Prize winning cake may be featured on Eatonville Restaurant's dessert menu for a limited time, and/or may continue to appear as a menu item at any time during and after the Contest without limitation, in Sponsors' sole discretion. Prizes are non-transferable. One prize per person. Prizes may not be redeemed for cash or combined with other offers. All taxes, including federal, state, and local taxes, and any expenses in connection with the receipt and use of prizes are the sole responsibility of the winner. Allow 4-6 weeks for delivery of prize.

5. **General.** By entering this Contest, except where prohibited by law entrant expressly and irrevocably grants Sponsors the right to use entrant's first and/or last name, place of residence, photo(s), voice and/or likeness on the Internet, and in any and all media now known or hereafter invented, as Sponsors sees fit, including in videos in connection with the Makes-Me-Wanna SHOUT! project, on Sponsors' and/or its agent's and affiliate's websites, for public voting, and for any other purposes and in connection with promotion, publicity, marketing and advertising for Sponsors, and in connection with its products and/or services (including but not limited to on Eatonville Restaurant's menu, advertising, and promotional materials), this Contest or other promotions by Sponsors; on a worldwide perpetual basis without any further attribution, notification or compensation to entrant including on Sponsors' and/or their agents' and affiliates' respective websites for public viewing and voting, or for any other purposes including without limitation, by making them available for download. Entrant is responsible for any and all costs related to the Contest.

By entering this Contest, entrant agrees (a) that Sponsors have the right to use the Recipe, preparation instructions, ingredient list, and entrant's Story submitted with the entry for any purpose, in part or whole, with or without modifications, on the Internet, and in any and all media now known or hereafter invented, as Sponsors sees fit, including on Sponsors' and/or their agents' and affiliates' websites, for public voting, and

for any other purposes and in connection with promotion, publicity, marketing and advertising for Sponsors, and in connection with its products and/or services, this Contest or other promotions by Sponsors, on a worldwide perpetual basis without any further attribution, notification or compensation to entrant; (b) that Sponsors, in Sponsors' sole discretion, may edit, adapt, composite, mix, remix, morph, scan, duplicate, alter and/or otherwise modify and commercially exploit any entry and component thereof, in whole or in part, without any restrictions as to changes, for publication, implementation, or for any other purpose which Sponsors deem necessary or desirable, including, without limitation, in future products, services, publicity and advertising for Sponsors' products and/or services; (c) that Sponsors shall have no obligation (express or implied) to use any of the entries in any manner and the corresponding entrants shall not be entitled to any damages or other relief by reason of Sponsors' use or non-use of any entry; (d) to be bound by the Official Rules and the decisions of the judges; (e) to be contacted by Sponsors by mail, email, and/or telephone concerning this Contest; and (f) that Sponsors have the right to use entrant's Recipe, preparation instructions, and ingredient list submitted with the entry for any purpose, in part or whole, with or without modifications, as Sponsors see fit, including the right to use, recreate, and modify entrant's Recipe and cake and to feature the entrant's Recipe and cake on Eatonville Restaurant's dessert menu or as a menu item at Eatonville Restaurant, or as Eatonville Restaurant otherwise sees fit, on a worldwide, perpetual basis without any further attribution, notification or compensation to entrant.

By accepting a prize, each Entrant agrees for a period of one year from prize notification to be reasonably available to Sponsors including for any events, interviews, photography/video sessions, or other activities in connection with promotion, publicity, marketing and advertising for Sponsors, this Contest or other promotions by Sponsors.

By entering this Contest, entrant agrees to and hereby does release and holds harmless Sponsors and their respective parent companies, subsidiaries, affiliates, and the directors, officers, employees or agents of each from any and all liability whatsoever for any claims, costs, injuries, losses or damages of any kind (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage

to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light) arising out of or in connection with the Contest, the acceptance, possession, use, or misuse of any prize, or arising out of or in connection with any travel to or from any Contest or prize related activity.

Sponsors reserve the right to modify, suspend or terminate this Contest if the Contest cannot be conducted as planned by causes beyond the control of the Sponsors. In the event of early termination, the winner will be selected from all eligible entries received at the time of termination using the judging criteria described in these Official Rules. Sponsors reserve the right to disqualify any entrant found tampering with the entry process or with the operation of the Contest or who violates these official rules. Sponsors are not responsible for any typographical or other error in the printing of this Contest. All applicable federal, state and local laws and regulations apply.

Sponsors may film, record and/or take photographs during the Second Round Event and the Final Event, and may use the resulting footage, recordings or photographs for a range of purposes, including, without limitation, for marketing and promoting Sponsors and its products and services. By attending the Second Round Event and/or the Final Event, each entrant authorizes Sponsors to film, record and/or photograph his or her voice and likeness ("Image"), and also grants Sponsors the irrevocable right to use any footage, recordings or photographs of him or her recorded or taken during the Second Round Event and/or the Final Event, or any reproduction or modification thereof (collectively, the "Recordings") in any manner and medium throughout the world an unlimited number of times in perpetuity for advertising, trade, promotion, exhibition or any other lawful purpose except where prohibited by law. By attending the Second Round Event and/or the Final Event, except where prohibited by law each entrant further waives any right of inspection or approval of the uses to which Sponsors may put the Recordings, and releases Sponsors from any and all claims arising out of or in connection with the Recordings, the Entrant's Image or Sponsors' use thereof.

6. Limitation of Liability. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering

this promotion but in no event attorneys' fees; 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.

7. **Winners' List.** For a list of winners send a self-addressed, stamped envelope to: 2012 Makes-Me-Wanna Shout! Baking Challenge - Contest Winners' List, c/o Michon Boston Group Ltd., P.O. Box 21204, Washington DC 21204, to be received by May 27, 2012.

8. **Sponsors.** Michon Boston Group Ltd., P.O. Box 21204, Washington, DC 20009 and Eatonville Restaurant, 2121 – 14th Street, NW, Washington, D.C., 20010.

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