

**2012 Professional National Pie Championships (“NPC”)
 (“Contest”)
 OFFICIAL RULES**

ELIGIBILITY: This Contest is open to legal residents of the 50 United States and D.C. except Arizona, Maryland, New Jersey, Tennessee, Vermont, 18 years of age or older, and except employees of the Sponsors (and with respect to their designated pie category, each participating food company), their affiliated companies, parent, subsidiaries, website developers and administrators, and advertising and promotion agencies and their immediate families and members of their households. The Contest is open only to professional chefs, cooks, 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 entry may not have been sold in any restaurant or bakery. The Contest entry must be an original that was created by the person making the entry. The Contest entry must not have won previous NPC awards and must not infringe upon any other person’s rights, must not have been previously published, must not be waiting publication nor may it be submitted for publication consideration during the period of the Contest.

TO ENTER: There is a \$20 charge for each pie entered for members of the American Pie Council (“APC”) and a \$35 fee for nonmembers, payable by check or credit card (MasterCard or VISA). There are four ways to enter:

1. **By mail:** Complete and mail the entry form, recipe(s) and applicable entry fee(s) payment to: American Pie Council, P.O. Box 368, Lake Forest, IL 60045. Mail-in entries must be postmarked by March 28, 2012 and received by April 4, 2012.
2. **By e-mail:** Complete and mail the entry form as an attachment or include all information as text in the e-mail, recipe(s) and credit card payment for applicable entry fee(s) to the American Pie Council at apc@piecouncil.org. Alternatively, entry fee(s) payment may be sent by mail to: American Pie Council, P.O. Box 368, Lake Forest, IL 60045. E-mail entries must be received by 11:59 a.m. Eastern Time on March 28, 2012, and registration fee(s) must be received by April 4, 2012.
3. **By facsimile:** Complete and fax the entry form, recipe(s) and credit card payment for applicable entry fee(s) to the American Pie Council at 847-371-0199. Alternatively, entry fee(s) payment may be sent by mail to: American Pie Council, P.O. Box 368, Lake Forest, IL 60045. Faxed entries must be received by 11:59 a.m. Eastern Time on March 28, 2012, and registration fee(s) must be received by April 4, 2012.
4. **By Internet:** Complete the entry form available at www.piecouncil.org and submit recipe(s) and credit card payment for applicable entry fee(s). Alternatively, entry fee(s) payment may be sent by mail to: American Pie Council, P.O. Box 368, Lake Forest, IL 60045. E-mail entries must be received by 11:59 a.m. Eastern Time on March 28, 2012, and registration fee(s) must be received by April 4, 2012.

All entry forms/information and recipes whether mailed, e-mailed, faxed or entered on-line must be in English on a typed 8 ½” x 11” paper, an attached WORD file or typed electronically and

must include the name of entrant and category. Registration fee(s) sent under separate cover from original entry must include the name of the entrant and category.

CATEGORIES: Apple, **Crisco**® Classic Chocolate, **Crisco** Classic Cherry, **Crisco** Innovation, Citrus, Cream, Fruit/Berry, Nut, Peanut Butter, Mini Pie, Raisin and Open. Only dessert pies may be entered and must include a bottom and side crust. Entries in the **Crisco** Classic Chocolate, **Crisco** Classic Cherry and **Crisco** Innovation categories must use at least ½ cup of **Crisco** shortening or oil in the recipe. Entries in the Raisin category must contain at least one cup of raisins. Entries in the Mini Pie category must be 6 inches in diameter or less. Pies that include alcohol as an ingredient will not be accepted. All entries including the recipe submitted become 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 Caribe Royale, Orlando, FL between 8:00 and 9:00 A.M. on April 29, 2012. Entrants may prepare and bake their pies on-site at the Caribe Royale on Saturday, April 28, 2012 (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 29, 2012 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: *First Impression:* Pre slice score (Includes consistency of crust or topping), after slice score (based on degree of appropriate runniness, juiciness or firmness) and impression of first taste (up to 27 points). *A Closer Look:* 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) (up to 36 points). *Creativity:* (For all categories but **Crisco** Innovation) How creative is the pie (up to 9 points). *Innovation:* (Only for pies entered into the **Crisco** Innovation category) Combines traditional pie baking with new and innovative ideas and techniques (up to 9 points). *Overall Impression:* impressiveness (up to 18 points). 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°F. Each recipe must include the U.S. standard measurements, complete preparation instructions, cooking time and temperatures, number of servings, size of pans and any special utensils or cookware.

PRIZES: One Grand Prize: A check for \$5,000, a **Sears**® **Kenmore**® Range and a **Crisco** gift basket. Approximate Retail Value (“ARV”): \$6,100. Twelve First Place Prizes: A check for \$200 and a **Crisco** gift basket. ARV: \$240. Twelve Honorable Mention Prizes: A **Crisco** gift basket. ARV: \$40. Total ARV of all Prizes: \$9,460. Checks will be mailed to winners on or before June 30, 2012. 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' websites), without further compensation, except where prohibited. Winners' 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. in Arizona, Maryland, New Jersey, Tennessee, Vermont, and where prohibited. Sponsors reserve the right to take such action as they deem 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 will be awarded 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), website 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 website 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 website. Sponsors reserve the right, at its sole discretion, to disqualify any individual it finds may be tampering with the entry process or operation of the Contest or website, may be acting in violation of the terms of the website 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 website or undermine the legitimate operation of the Contest is unlawful and subject to legal action by Sponsors or their agents.

IN NO EVENT WILL SPONSORS THEIR AFFILIATES, SUBSIDIARIES OR RELATED COMPANIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTEST, INCLUDING ENTRANTS ACCESS TO OR USE OF THEIR WEBSITES OR DOWNLOADING FROM AND OR PRINTING MATERIAL DOWNLOADED FROM SAID WEBSITES. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

WINNERS LIST: For a list of winners, please send a self-addressed envelope with proper postage affixed between May 1, 2012 and June 1, 2012 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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