

**Hinode Rice Harvest Recipe Contest
OFFICIAL RULES**

THIS CONTEST IS NOT OPEN TO THE GENERAL PUBLIC. OPEN ONLY TO EXPERIENCED FOOD BLOGGERS WITH AN ACTIVE BLOG BASED IN THE UNITED STATES THAT ARE 18 YEARS OR OLDER. VOID WHERE PROHIBITED BY LAW OR REGULATION. You understand that you are providing your information to SunFoods, Inc.

CONTEST DESCRIPTION:

The **Hinode Rice Harvest Recipe Contest** (the “**Contest**”) entry period begins at 12:00:00 a.m. (Midnight) Pacific Time (“PT”) on Friday, August 24, 2012 and ends on Tuesday, September 11, 2012 at 11:59:59 p.m. PT (the “**Entry Period**”). There will be a total of one (1) prize awarded in this Contest. All eligible entries will be judged by a panel comprised of members of Sponsor's Sales and Marketing Team, California Chefs, Public Relations Consultant, Advertising Agency, and “likes” on the Hinode Rice Facebook page (the “**Judges**”). Entry in the Contest does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of SunFoods, LLC, P.O. Box 8729, Woodland, CA 95776 (the “**Sponsor**”) and/or COHEN-FRIEDBERG ASSOCIATES, LLC, Framingham, MA 01702 (the “**Administrator**”), whose decisions shall be final and legally binding in all respects.

ELIGIBILITY:

THIS CONTEST IS NOT OPEN TO THE GENERAL PUBLIC. OPEN ONLY TO EXPERIENCED FOOD BLOGGERS WITH AN ACTIVE BLOG BASED IN THE UNITED STATES THAT ARE 18 YEARS OR OLDER. Employees, officers, and directors of Sponsor, Administrator, Judges, Contest prize suppliers, and each of their affiliated companies, subsidiaries, licensees, distributors, dealers, sales representatives, retailers, printers, individuals engaged in the development, production or distribution of materials, their advertising and promotion agencies, and any and all other companies associated with the promotion agents (collectively, the “**Contest Entities**”), and each of their immediate family members (as defined by the IRS) and/or people living in the same household are not eligible to participate. All eligibility is subject to all federal, state, and local laws and regulations. All entries submitted are the property of the Sponsor. **This Contest is void where prohibited.**

HOW TO ENTER (08/24/12 – 09/11/12):

To enter: You may enter by emailing the following to pr@sunfoodsllc.com during the Entry Period including; (1) written agreement to these Official Rules on page 6 within, (2) original recipe using Hinode Rice, (3) jpg photograph (2mb-3mb in size) of the plated beauty shot of Hinode Rice Harvest Recipe, (4) written consent granting Sponsor the copyright holder and owner of all proprietary interest of recipe and photograph on page 6 within, and (5) written agreement on page 6 within, that if selected, the Grand Prize winner will be available Tuesday, October 16, 2012 through Thursday, October 18, 2012 to prepare/create the winning recipe with caterers and chefs for guests attending the Hinode Rice Harvest Tour & Tasting to be held on October 17, 2012.

PRIZE: Only the prize listed below will be awarded in this Contest.

1. **One (1) Grand Prize Best Recipe & Photo** – Best recipe and photo using fresh local Northern California ingredients with Hinode rice. Winning contestant will receive a round trip flight to Sacramento, California leaving Tuesday, October 16, 2012 and returning Thursday, October 18, 2012 with hotel stay on Tuesday, October 16, 2012 and Wednesday, October 17, 2012. Transportation, flight and hotel will be paid for by Sponsor. The Hinode Rice Harvest Tour & Tasting is subject to weather conditions and dates of the event are subject to change. Winner will be accompanied by a representative of Sponsor from the hotel to the Hinode Rice Harvest Tour & Tasting and back to the hotel. Any other expenses not listed as part of the prize is the sole obligation of the winner.

All entries are subject to verification by the Sponsor. Entries that do not meet the recipe or photo specifications, or description specifications, or otherwise do not comply with the Official Rules herein may be automatically disqualified. Incomplete, illegible or mutilated entries will be automatically disqualified. No responsibility is assumed by Sponsor for lost, late, misdirected, damaged, or illegible entries. Any attempted form of entry other than as described herein is void. Sponsor will determine in its sole discretion, what constitutes a valid entry. All materials submitted become the property of the Sponsor and will not be returned or acknowledged.

Sponsor reserves the right to cancel or modify the Contest if fraud or technical failures destroy the integrity of the Contest as determined by the Sponsor, in its sole discretion, and to award the prizes based on eligible entries received prior to the cancellation.

Sponsor is not responsible for problems downloading or uploading of any contest-related information to or from the web site or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an entrant's ability to participate in this Contest. If applicable, mass entries or entries generated by a script, macro or use of automated devices will be disqualified.

Entrant's Representations: By entering the recipe and photo, you represent and warrant that (a) such entries are your own original recipe and photo and not the work of other authors or photographers, (b) the submission does not infringe the rights of any third party, (c) the submission has not previously been entered in any other contest, and (d) the submission has not been previously published in any medium. Entrant acknowledges and understands that Sponsor may independently develop recipes and photos that may be similar to or identical to the participants entry in terms of ingredients, theme, idea, function, or in other respects. Entrant agrees that they will not be entitled to any rights in, or compensation in connection with, any such similar or identical recipes, application and/or ideas. Entrant acknowledges that they have submitted their Entry voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and the Sponsor or Judges and that no such relationship is established by your submission of an Entry to the Sponsor or Judges under these Terms.

Prize Note:

Acceptance of prize constitutes permission (except where prohibited by law) to use winner's name, hometown, recipe, photograph, voice, prize won and contest responses for purposes of advertising, promotion and publicity without additional compensation. Submission of an entry grants the Sponsor and their agents the right to record, copy, publish, use, edit, exhibit, distribute, perform, merchandise, license, sublicense, adapt and/or modify such entry in any way, in any and all media, without limitation and without any compensation to the entrant. Submission of an entry further constitutes the entrant's consent to irrevocably assign and transfer to Sponsor any and all rights, title and interest in the entry, including, without limitation, all copyrights.

JUDGING AND ENTRY NOTE: Once a participant enters a recipe and photo, there will be no access to the original information and such participant will be unable to make any edits or changes. All eligible entries will be judged by the Judges who will determine four (4) semi finalists based on the following equally weighted judging criteria:

- Use of Hinode rice;
- Use of local California ingredients harvested in the fall;
- Visual impact of plated beauty shot;
- Creativity and originality;
- Nutrition – use of whole grains, low fat, low salt;
- Quick and easy to make;
- Contestant's blog and niche market;
- Contestant's experience representing brands to media.

The four semi-finalist recipes and photos will be posted on the Hinode Rice Facebook page from about Friday, September 14, 2012 to Monday, September 24, 2012 12:00 noon. The recipe with the most "likes" and "favorites" at 12:00noon on Monday, September 24, 2012 will be the potential winner and contacted to confirm ability to complete the terms of the Contest Official Rules. In the event the potential winner cannot confirm their ability to complete the term of the Contest Official Rules, the semi-finalist with the second most "likes" and "favorites" will be deemed the potential winner and so forth until a winner is confirmed and announced.

Winner Announcement: Contest winners will be announced on or about September 26, 2012.

PRIZE WINNER NOTIFICATION:

The prizewinners will be announced on or about September 26, 2012. Conduct of the Contest is under the supervision of the Administrator. Potential prizewinner will be notified by phone and/or by email or mail or express mail using the contact information provided at the time of entry. Sponsor shall have no liability for any potential prizewinner notification that is lost, intercepted or not received by any potential prizewinner for any reason. If, despite reasonable efforts, any potential prizewinner does not respond within (48) hours of the first notification attempt, or if the prize notification is returned as unclaimed or undeliverable to such potential prizewinner, such potential prizewinner will forfeit his or her prize and an alternate winner (as determined by the Judges) may be selected. Alternate winner will be defined as the next runner-up as determined by the Judges. If any potential prizewinner is found to be ineligible, or if he or she has not complied with these

Official Rules or declines a prize for any reason prior to award, such potential prizewinner will be disqualified and an alternate prizewinner may be selected.

GENERAL PRIZE RESTRICTIONS/CONDITIONS:

Potential Grand Prize winner will be required to: (1) execute any and all releases required by Sponsor to participate in the Hinode Rice Harvest Tour & Tasting, (2) fly round trip to Sacramento California from a destination in the United States leaving on October 16, 2012 and returning October 18, 2012, (3) prepare their recipe with local California chef and caterer for guests of the Hinode Rice Harvest Tour & Tasting on October 17, 2012, and (4) represent SunFoods,LLC and Hinode Rice in a professional manor.

Entrants agree that Contest Entities shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Contest or any Contest related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize.

PUBLICITY RELEASE:

Acceptance of any Prize constitutes prizewinner's permission for the Contest Entities to use prizewinner's entry materials, name, photograph, likeness, voice, biographical information, statements and complete address (collectively, the "**Attributes**"), for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization, (except where prohibited by law), and releases the Contest Entities from all claims arising out of the use of such Attributes.

DISQUALIFICATION/FORCE MAJEURE:

Sponsor is not responsible for lost, late, mutilated, misdirected, illegible, incomplete, inaccurate, or stolen, submissions or prize notifications. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Contest if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence),

then Sponsor shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

GOVERNING LAW/JURISDICTION:

ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

ARBITRATION PROVISION:

By participating in this Contest, each entrant agrees that any and all disputes the entrant may have with, or claims entrant may have against, the Contest Entities relating to, arising out of or connected in any way with (i) the judging, (ii) the awarding or redemption of any prize, and/or (iii) the determination of the scope or applicability of this agreement to arbitrate, will be resolved individually and exclusively by final and binding arbitration administered by the National Arbitration Forum (the "**Forum**") and conducted before a sole arbitrator pursuant to the Code of Procedure established by the Forum. The arbitration shall be held at a location determined by the Forum pursuant to the Code of Procedure, or at such other location as may be mutually agreed by the participant and Sponsors. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable participant may have entered into in connection with the Contest. There shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the participant's and/or Sponsor's individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. The arbitrator shall not have the power to award punitive damages against the participant or Sponsors. For more information on the Forum and/or the Forum's Code of Procedure, please visit their website at www.arb-forum.com. If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision shall remain in effect and shall be

construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

WINNERS LIST/OFFICIAL RULES:

To obtain a copy of these Official Rules (print this page) and/or any legally-required winners list, send a self-addressed stamped envelope to: Hinode Rice Recipe Contests (Rules or Winners), PO Box 8729, Woodland, CA 95776-8729. All such requests must be received by September 30, 2012.

The use of any prize manufacturer, name or trademark in connection with any of the prizes is solely for the purpose of describing such prize, and is not intended to suggest any affiliation or sponsorship.

Hinode Rice Harvest Recipe Contest Agreement

I (print full name) _____ of (print name of business or blog)
_____ based in (print city and state)
_____ agree to the following:

2. The Official Rules of the Hinode Rice Harvest Recipe Contest 08212012 incorporated within;
3. The recipe and photo I am submitting is (a) an original recipe and photo and not the work of other authors or photographers, (b) the submission does not infringe the rights of any third party, (c) the submission has not previously been entered in any other contest, (d) the submission has not been previously published in any medium, and (e) SunFoods, LLC shall be the copyright holder and owner of all proprietary interest of the recipe and photograph submitted to the Hinode Rice Recipe Contest.
4. If selected, I will be available from Tuesday, October 16, 2012 through Thursday, October 18, 2012 to: (1) fly to and from Sacramento, California from a location within the United States, (2) prepare a meal with local chefs and caterers for the Hinode Rice Harvest Tour & Tasting, (3) professionally represent Hinode Rice and SunFoods, LLC to participants of the Hinode Rice Harvest Tour & Tasting including media, farmers, producers, chefs, caterers and other guests.

Print Name (First, Last)

Address

Email Address and Blog

Contact Number

Signature

Date