

The Hungry for Football 2015 Contest

OFFICIAL CONTEST RULES AND REGULATIONS

Open to residents of Canada

NO PURCHASE NECESSARY. By entering the Contest, entrants agree to abide by these Official Contest Rules and Regulations (the “Official Rules”). The decisions of the Sponsor (defined below), the independent Contest organization and judges with respect to all aspects of the Contest are final and binding on all entrants. The Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram. Instagram is completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not Instagram.

- 1. SPONSOR & CONTEST PERIOD:** The Hungry for Football 2015 Contest (the “Contest”) is sponsored by ConAgra Foods Canada (the “Sponsor”). The Contest begins at 10:00:00 AM Eastern Time (“ET”) on January 1, 2015 and ends at 5:00:00 PM ET on February 7, 2015 (the “Contest Period”).
- 2. ELIGIBILITY:** To enter and be eligible to win, a person must (i) be a legal resident of Canada at the time of entry; (ii) have reached the age of majority in the province or territory in which he/she resides at time of entry; and (iii) have access to a smart phone prior to 10:00:00 AM (ET) on January 1, 2015 (the “Contest Start Date”). Specifically excluded from entering the Contest are: (i) employees, shareholders, officers, directors, agents, representatives, and advertising and promotional agencies of the Sponsor, the independent contest organization, and each of their respective subsidiaries and affiliates (collectively, the “Contest Parties”); (ii) immediate family members (i.e. mother, father, brother, sister, son, daughter or legal or common-law spouse) of any person mentioned in 2 (i) (regardless of where they live) or any person domiciled with any person mentioned in 2 (i) (whether related to the person or not).
- 3. HOW TO ENTER THE CONTEST:** To enter the Contest, you must meet the eligibility requirements (See Rule 2) and must have a personal Instagram account (“Account”). If you do not have an Instagram account, you will need to create one (See Rule 4). Once logged in to your Instagram Account, share your football feast by uploading a picture (the “Photo”) following the format and content requirements outlined in rule 5 and in the Photo description (the “Description”) include the Contest hashtag #HFF2015 (the “Hashtag”) using your Account (the “Entry”). Entries must comply with Instagram Terms of Use and the Instagram Format and Content Requirements (detailed in Rule 5) to be eligible. In order to be eligible, an Entry must be submitted and received during the Contest Period. Each Entry that complies with these Official Rules (as determined by the Sponsor in its sole discretion) will be entered into the Grand Prize judging process (see Rule 7).

Limit of one (1) Entry per Account during the Contest Period. Each Entry must be unique and original and must only be entered into the Contest once. You may only use one (1) Account to enter the Contest. In the event an entrant uploads inappropriate content or enters contrary to Instagram’s Terms of Use, in the sole discretion of the Sponsor, the entrant will be disqualified from the Contest. Anyone found “spamming” by posting multiple unrelated updates, comments or pictures or by sending large numbers of duplicates using the Hashtag or content that is unrelated to the Contest (as determined by the Sponsor at its sole discretion) will be disqualified from the Contest and all Entries will be disqualified. Proof of transmission (screenshots or captures, etc.) does not constitute proof of delivery or receipt. Anyone found to use multiple Accounts to enter the Contest will be ineligible to participate in the Contest. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified. The Sponsor will not be responsible for late, lost,

illegible, falsified, damaged, misdirected, mutilated, garbled or incomplete Entries, which will be void. All Entries become the property of the Sponsor upon receipt and none will be returned. By entering the Contest, entrants agree to abide by and be bound by these Official Rules and Instagram's Terms of Use.

By using Instagram through a wireless mobile device, standard text messaging and/or data rates may apply for each message sent or received from your device. Other charges may also be applied by your wireless carrier (consult your wireless plan for details before participating via wireless mobile device). Proof of participation by wireless mobile device is not a condition of entry.

4. **HOW TO CREATE AN INSTAGRAM ACCOUNT** Download the free Instagram application to your smart phone and follow the instructions to register for a free account. Entrants are subject to Instagram's Terms of Use; these can be found at <http://instagram.com/legal/terms/#>. The Sponsor is not responsible in any way for any decisions Instagram makes regarding the entrant's account with Instagram.

5. **PHOTO & DESCRIPTION FORMAT AND CONTENT REQUIREMENTS**

i. Each submitted Photo:

- must be submitted in a JPEG or PNG file format; and
- Must contain one or more of the Hungry for Football recipes available in participating stores (see rule 16) or in direct mail pieces that will be distributed across Canada (the "**HFF Recipe**").
- Must feature a participating ConAgra product (see rule 17 for participating ConAgra products)

ii. Each submitted Photo and Description:

- must not describe any life threatening or dangerous activity;
- must be in English or French;
- must not, in the sole and unfettered discretion of the Sponsor, contain any nude, sexually explicit, disparaging, discriminatory, libelous or other inappropriate content; including but not limited to crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups; content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct (including but not limited to the use of alcohol or drugs); personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic);
- must not contain unauthorized or unsolicited advertising, junk or bulk emails (also known as "spamming"), chain letters, pyramid schemes, the promotion of particular stocks of shares and other financial products and services, or any other form of unauthorized solicitation, or any form of lottery or gambling;
- must not contain software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of this Contest or any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party;
- must not violate any law, statute, ordinance or regulation;
- must be intended for family audience viewing and contain only content that, in the sole and unfettered discretion of the Sponsor, is suitable for all persons, including persons under 13 years of age;
- must not include reference to third parties/people (including, without limitation, celebrities or friends), who have not expressly authorized entrant to reference their image or likeness;
- must not disparage any person or organization;
- must not include images of third party trademarks, logos, insignia, location signage, photographs, artwork, or sculpture, or websites except those belonging to the Sponsor, nor the names and likenesses of other individuals without their written consent;

- must not impersonate any person or entity, including any of the Sponsor's employees, dealers, or representatives;
- must not contain any copyrighted works (other than as owned by the entrant);
- must not have been used for another contest or promotion;
- must be owned solely by the entrant; and
- must only be submitted once in this Contest.

By submitting a Photo and a Description that includes the Hashtag, each entrant/participant warrants and represents that such content complies with these Official Rules. If you are using a Picture depicting a person other than yourself, you must first obtain the permission of that person to use their image and that person must have reached the age of majority in the province or territory in which he/she resides. The onus for obtaining such consent rests entirely with the Contest entrant. The Sponsor assumes no responsibility for obtaining such consent or for use of posted Pictures and/or Videos.

The Sponsor will screen Entries during the Contest Period prior to the Entries being entered in the Grand Prize judging process (see Rule 7). Any Entry that the Sponsor deems, in its sole discretion, to violate the terms and conditions set forth in these Official Rules will not be eligible and the applicable entrant will not be provided an Entry in relation thereto.

- 6. GRAND PRIZES:** There will be a total of four (4) grand prizes (each a "**Grand Prize**" and, collectively, the "**Grand Prizes**") available to be won, each consisting of one (1) \$500.00 (CDN) cheque made payable to the winner as his/her name appears on the completed declaration and release form (the "**Release Form**") (see Rule 8). Prizes must be accepted as awarded without substitution and not transferable. The Sponsor reserves the right, in the event that a Prize cannot be awarded as described for any reason, to substitute another prize of equal or greater value, without liability. Limit of one (1) Prize per person during the Contest Period.
- 7. GRAND PRIZE JUDGING PROCESS:** The Grand Prize judging process will take place between 5:00:01 on February 7, 2015 and February 12, 2015 (the "**Grand Prize Judging Period**"). During the Grand Prize Judging Period, a panel of judges appointed by the Sponsor will judge and assign a score (each, a "**Grand Prize Score**") to all eligible Entries received during the Contest Period on the basis of the following criteria: (i) must be interesting and unique; (ii) must contain one of the HFF Recipes (see rule 5) & a ConAgra participating product; (see rule 17) (iii) appetite appeal; (iv) the number of likes an Entry has received; (v) compliance with these Official Rules including the applicable format and content requirements (collectively, the "**Criteria**"). All Criteria will be weighed equally. The top four (4) Entries that are awarded the highest Grand Prize Scores (as determined by the judges at their sole discretion) will be deemed the selected entrants for a Grand Prize. In the event of a tie for the top four, the Entry with the highest score from amongst the tied Entries in criteria (iv) will be selected as the selected entrant. The odds of being selected as a Grand Prize selected entrant depend on the number of eligible Entries received during the Contest Period and the judges' decisions based on the Criteria set out above. Judging will be completed by February 12, 2015 in Toronto, Ontario (the "**Judging Completion Date**").
- 8.** The Sponsor will attempt to contact selected entrants using Instagram Direct by sending the Account associated with the selected Entry a direct message within two (2) business days of the Entry being selected as a potential winner. The entrant who uploaded the selected Entry will then be asked to provide his/her contact information including full name, telephone, and email address to the Sponsor using Instagram Direct and/or a specified email address within two (2) business days so that a declaration and release form (the "**Release Form**") can be issued and so that a skill testing question can be administered (see below). To be declared a Prize winner, each selected entrant must answer correctly, without assistance of any kind, whether mechanical or otherwise, a mathematical skill testing question. Each potential Prize winner will also be required to sign and return within five (5) business

days of notification the Sponsor's Declaration and Release Form, which (among other things): (a) confirms compliance with these Rules including eligibility requirements; (b) acknowledges acceptance of the applicable Prize as awarded; (c) releases the Contest Parties, Instagram, each of their respective agents and associated companies and each of their respective officers, directors, employees, successors and assigns (collectively, the "Releasees") from any and all liability in connection with this Contest, the potential Prize winner's participation therein and/or the awarding and use/misuse of the applicable Prize or any portion thereof; and (d) agrees to the publication, reproduction and/or other use of the potential Prize winner's name, address, voice, statements about the Contest, photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by the Sponsor in any manner whatsoever, including print, broadcast and the internet (including, without limitation, the Sponsor's Facebook page). Each Grand Prize will be sent to the applicable winner within thirty (30) days of Sponsor's receipt and verification of his/her Release Form (and subject to compliance with all other condition and requirements provided in these Official Rules).

9. GENERAL: By entering into the Contest and/or accepting a Prize, each entrant consents to the use of his/her name, address (city and province) and/or photograph without remuneration, in connection with any publicity carried out by or on behalf of the Sponsor with respect to this Contest or future marketing campaigns and agrees to abide and be bound by these Official Rules and the decisions of the Sponsor, the independent Contest organization and the judges with respect to all aspects of the Contest, which are final. By entering and uploading a Photo and Description in the Contest, each entrant: (i) grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Photo and Description without compensation of any kind, in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to his/her Photo in favour of the Sponsor; and (iii) agrees to release, indemnify and hold harmless the Releasees from and against any and all claims related, directly or indirectly, to his/her Photo (as applicable) – including, without limitation, claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action. For greater certainty, the Sponsor may, in its sole discretion, elect to use, in whole or in part, any Photo entered into the Contest for its own future advertising and/or promotional activities, without notice or compensation to the entrant. Each entrant warrants to the Sponsor and its agents, parent, affiliated or related companies, subsidiaries, divisions, prize suppliers, the independent Contest organization, and promotional and advertising agencies and administrators that the Photo and Description associated with his/her Entry does not contravene or infringe on any individual's legal or civil rights or the copyright or other intellectual property rights of any individual or entity. No correspondence will be exchanged or agreement entered into with entrants except with the selected entrants.

10. The Contest is subject to all applicable federal, provincial, territorial and municipal laws.

11. The Releasees accept no responsibility for loss, damage, or claims caused by or resulting from the Contest or a Prize. The Releasees are released by each entrant from any and all liability in relation to: (i) any loss, harm, damages, cost or expense arising out of participation in the Contest and/or failure of Instagram and the Releasees do not assume any responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer lines or networks, computer equipment, software or any combination thereof; and (ii) his/her participation in any Contest-related activity or the acceptance, use, or misuse of any Prize (if applicable), including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising there from. The use of an invalid Account and/or provided email address will disqualify the applicable Entry. In the event of a dispute, Entries will be deemed to have been submitted by the authorized account holder of the Instagram Account submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an Instagram Account by Instagram. A selected entrant may be required to provide proof that he/she is the authorized account holder of the Instagram Account associated

with the selected Entry. The sole determinant of the time for the purposes of a valid Entry in this Contest will be the Contest server machine(s).

12. The Sponsor reserves the right, with the consent of the Régie des alcools, des courses et des jeux (the “**Régie**”) in the Province of Québec, to the extent applicable, to terminate, suspend or amend this Contest at any time and in any way, without prior notice. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned, such as tampering, the Sponsor reserves the right with the consent of the Régie, to cancel the Contest. The Sponsor and the independent contest organization shall not be held responsible for any problems, errors or negligence that may arise or occur in connection with the Contest, including, but not limited to, any damage to an entrant’s mobile phone, computer equipment, system, software or any combination thereof, as a result of the entrant’s participation in this Contest.
13. **RESIDENTS OF QUEBEC:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.
14. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: print or online advertising and translated Rules & Regulations, the terms and conditions of these Official Rules shall prevail, govern and control to the fullest extent permitted by law.
15. The Sponsor respects your right to privacy. Personal information collected from entrants will only be used by the Sponsor to administer the Contest. For more information regarding the manner of collection, use and disclosure of personal information by the Sponsor, please visit <http://www.vhsauces.ca/general/privacy-policy.aspx?lang=en>.
16. **PARTICIPATING STORES:** Hungry for Football Recipes can be found at any participating location for the following stores:
 - Walmart
 - Food Basics
 - Metro
 - Loblaws
 - Zehrs
 - Provigo
 - No Frills
 - Maxi
 - Maxi et Cie
 - Super C
 - Real Canadian Superstore
 - Real Atlantic Superstore
 - Dominion
 - Co-op
 - Overwaitea
 - Save on Foods
 - IGA
 - Thrifty Foods
 - Freshco
 - Sobeys
 - YIG
 - Valumart
 - Longos

17. PARTICIPATING CONAGRA PRODUCTS:

- Aylmer® Accents®
- Hunts® Tomato Sauce
- Manwich®
- Del Monte® Vegetables
- Orville Redenbacher's® Microwave Popcorn
- VH® Sauces