

Tropical Foods Blogger Contest Official Rules

1. How to enter: This contest begins at 12:01 A.M. eastern time (ET) on January 14, 2012, and ends at 11:59 P.M. ET on January 31, 2012. To enter, write a 200-250 word blog post about your **five** favorite snacks for dipping in chocolate. Be sure to mention the Tropical Foods “Dipping Chocolate Deliciousness” Blogger Contest and include a link to TropicalFoods.com/DippingChocolateContest. Submit your entry at www.dippingchocolates.com. Limit one entry per person. Posts should be submitted in English. Tropical Foods is not responsible for lost, late, illegible, or incomplete entries or entries not received for any reason. By entering, Entrant warrants that his or her entry is original and does not infringe the intellectual-property rights of any third party, (2) has not been published in any medium, and (3) has not won an award.

2. Judging: All entries will be judged by Tropical Foods public relations personnel or their representatives. Tropical Foods will select up to 10 finalists to be featured on TropicalFoods.com. The first-place winner will be selected by Tropical Foods public relations personnel. Incomplete and/or inaccurate entries and entries not complying with all rules are subject to disqualification. Decisions of judges are final and binding. Finalists and winner will be notified by telephone and/or e-mail after January 31, 2012. A link to finalists’ and winner’s entries will also be published on TropicalFoods.com.

3. Eligibility: Open to legal residents of the 50 United States and the District of Columbia, age 18 or older at time of entry (“Entrant(s)”). Void where prohibited by law. Employees of Tropical Foods and its promotional partners and their respective parents, affiliates, and subsidiaries and participating advertising and promotion agencies (including members of their immediate family and/or those living in the same household of each such employee) are not eligible.

4. Prize description: The first-place winner will receive a \$100 Visa gift card. The ten (10) finalists will receive a Tropical Foods Dipping Chocolates gift basket (approximate retail value: \$25). **ALL TAXES ARE THE SOLE RESPONSIBILITY OF THE WINNER.** The prize is awarded without warranty, express or implied, of any kind. **THE PRIZE IS NOT TRANSFERABLE.**

5. Conditions of participation: No transfer, assignment, or substitution of a prize permitted, except Tropical Foods reserves the right to substitute prize (or prize component) for an item of equal or greater value at its sole discretion. Nothing in these official contest rules shall obligate Tropical Foods to publish or otherwise use any entry submitted in connection with this Contest. All federal, state, and local laws and regulations apply. Entrants agree to be bound by the terms of these Official Rules and by the decisions of Tropical Foods, which are final and binding on all matters pertaining to this Contest. By entering, Entrant represents that any post, etc., and other materials submitted as part of Entrant’s contest entry are original

and will not constitute defamation or an invasion of privacy or otherwise infringe upon the rights of any third party, and that the Entrant owns or has the rights to convey any and all right and title in such post. In addition, by entering, Entrant grants to Tropical Foods a nonexclusive, worldwide, royalty-free license to edit, publish, promote, and republish at any time in the future and otherwise use Entrant's submitted posts, along with Entrant's name, likeness, biographical information, and any other information provided by Entrant, in any and all media for possible editorial, promotional, or advertising purposes, without further permission, notice, or compensation (except where prohibited by law). Potential Winner, as a condition of receiving any prize, also may be required to sign and return an Affidavit of Eligibility, a Liability Release, and, where legally permissible, a Publicity Release and confirmation of a license as set forth above within 5 days following the date of first attempted notification, certifying, among other things, the following: (a) entry does not defame or invade the privacy of any party; (b) entry does not infringe upon the rights of any third party; and (c) the essay and other materials submitted are original and have never been published and entry has never won an award. Failure to comply with this deadline may result in forfeiture of the prize and selection of an alternate winner. Return of any prize/prize notification as undeliverable may result in disqualification and selection of an alternate winner. Acceptance of the prize constitutes permission for Tropical Foods and its agencies to use Winner's name and/or likeness, biographical information, essay, and other materials submitted for advertising and promotional purposes without additional compensation, unless prohibited by law. By entering and/or accepting prize, Entrants and Winners agree to hold and assign Tropical Foods and its promotional partners, directors, officers, and employees harmless for liability, damages, or claims for injury or loss to any person or property, relating to, in whole or in part, directly or indirectly, participation in this Contest, the acceptance and/or subsequent use or misuse or condition of any of the prizes awarded, or claims based on publicity rights, defamation, or invasion of privacy. False or deceptive entries or acts will render the Entrant ineligible. Tropical Foods, in its sole discretion, reserves the immediate and unrestricted right to disqualify any entrant or prize winner, if either commits or has committed any act or has been involved or becomes involved in any situation or occurrence which Tropical Foods deems likely to subject it, Entrant, or Winner to ridicule, scandal, or contempt or which reflects unfavorably upon Tropical Foods in any way. If such information is discovered by Tropical Foods after a winner has received notice of his/her prize and before the prize is awarded, Tropical Foods may rescind the prize in its entirety. If a portion of his/her prize has already been awarded, Tropical Foods may withdraw the remainder of the prize that has been fulfilled. Decisions of Tropical Foods are final and binding in all matters related to this paragraph. Tropical Foods is not responsible for any typographical or other error in the printing of the offer, administration of the contest, or in the announcement of the prize.

6. Internet: Tropical Foods is not responsible for lost or late entries nor for electronic-transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to

or alterations of entry materials, or for technical, network, telephone-equipment, electronic, computer, hardware, or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Tropical Foods or presenter on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Tropical Foods reserves the right at its sole discretion to disqualify any individual who tampers with the entry process and to cancel, terminate, modify, or suspend the Contest. Tropical Foods reserves the right to select winners from eligible entries received as of the termination date. Caution: Any attempt by a contestant to deliberately damage any website or undermine the legitimate operation of the game is a violation of criminal and civil laws and should such an attempt be made, Tropical Foods reserves the right to seek damages from any such contestant to the fullest extent of the law. If there is a dispute as to the identity of the Entrant, the prize will be awarded to the authorized account holder of the e-mail address. The "authorized account holder" is defined as the natural person to whom the e-mail address is assigned.

7. Governing law: This Contest is governed by the internal laws of the State of North Carolina without regard to principles of conflict of laws. All cases and claims pertaining to this Contest must be brought in a court of competent jurisdiction in the State of North Carolina, without recourse to class-action suits.

8. Severability: If any provision of these Rules is found to be invalid or unenforceable by a court of competent jurisdiction or appointed arbitrator, such determination shall in no way affect the validity or enforceability of any other provision herein.

9. Winner's list: For name of the first-place winner, available after February 1, 2012, log on to TropicalFoods.com after February 1, 2012, where the name of the first-place winner will be available for a period of 60 days.

10. Sponsor: The Sponsor of this Contest is Tropical Foods.