OFFICIAL RULES
NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING

1. <u>HOW TO ENTER</u>: Food Network Magazine September 2019 Who's Counting Contest (the "Contest"): Beginning July 31, 2019, at 12:01 AM (ET) through August 30, 2019, at 11:59 PM (ET) (the "Entry Period"), go to www.foodnetwork.com/whoscounting on a computer or wireless device and complete and submit the entry form pursuant to the on-screen instructions. All entries must include your name, address, telephone number, email address and an estimated guess of the number of gumballs in the jar shown in the September 2019 issue of Food Network Magazine. Important Notice: You may be charged for visiting the mobile website in accordance with the terms of your service agreement with your carrier. Please consult your wireless service provider regarding your pricing plan. You must use a Smartphone device to participate via your mobile phone. Not all mobile phone providers carry the necessary service to participate. Check your phone capabilities for specific Internet instructions. If your data usage exceeds what is allotted by your data plan, you could be subject to additional fees by your carrier. Please contact your mobile service provider with any questions regarding your bill. **<u>Winner Selection</u>**: One (1) Grand Prize Winner and three (3) Runner-Up Winners (individually and collectively, the "Winner") will be selected within ten (10) days from the last day of the Contest. All entries will be judged by the editors of Food Network Magazine ("Judges") whose decisions are final based on the following criteria: the number closest to the actual number of gumballs in the jar shown in the image. In the event of a tie, the winner will be chosen at random from the tied submissions. Canadian winners chosen, as a result of the random draw, will be required to correctly answer a mathematical skill-testing question as a condition of receiving the prize. In the event the Sponsor does not receive a sufficient number of eligible entries or there are not a sufficient number of acceptable entries in Sponsor's sole discretion, the Sponsor has the right to cancel the Contest, or alternatively, if the Contest provides for more than one prize winner, the Sponsor may, in its sole discretion, reduce the number of prize winners. By participating in the Contest, entrant certifies that his/her entry is original, has not been previously published or won any award, and does not contain any material that would violate or infringe upon the rights of any third party, including copyrights, trademarks or rights or privacy or publicity. Sponsor reserves the right in its sole and unfettered discretion to disqualify any entry that it believes contains obscene, offensive or inappropriate content, that does not comply with these official rules or that is not consistent with the spirit or theme of the contest. The decision of the Sponsor and judges is final and binding on all matters relating to the Contest. **<u>Prizes & Approximate Retail Value</u>:** One (1) Grand-Prize Winner will receive a $500 check (Total ARV: $500). Three (3) Runners-Up will each receive a $50 check (ARV: $50; total ARV of runners-up prizes: $150). Total ARV for all prizes: $650. Please allow a minimum of three (3) months from date of notification for delivery of prizes. Entrants acknowledge that the Winners may be asked to provide a recent photograph of themselves which may be featured in an upcoming issue of Food Network Magazine. Any difference between the stated ARV and the actual value of the prize will not be awarded in any form.

2. WINNER NOTIFICATION: Winner will be notified within one (1) month of the last day of the Contest, via e-mail, and/or at Sponsor's discretion, via phone or postal mail. In the event the Winner doesn't respond to Sponsor's notification or does not accept the prize within five (5) business days of notification, the prize will be deemed forfeited and an alternate Winner will be selected. In the event that any one or more potential Winner(s) fails to respond as stated

above, declines the prize or fails to provide signed affidavits or releases, such Winner(s) will be deemed to forfeit the prize and Sponsor will select an alternate Winner(s) from the remaining eligible entrants. If any alternate(s) similarly fails to respond or declines the prize, Sponsor will use a reasonable number of attempts, in its discretion, to award the prize(s) to another alternate(s) but if it is unable to do so, the prize(s) will be finally forfeited and Sponsor shall have no further liability in connection with this Contest. **List of Winner(s):** For the name(s) of the Winner(s), send a separate self-addressed, stamped envelope to Food Network Magazine September 2019 Who's Counting Contest Winners' List, Hearst Magazine Media, Inc., 300 West 57th Street NY, NY 10019 within two (2) months from the Winner notification date as specified above.

3. ENTRIES: Limit one (1) entry per person for Contest. Multiple entries from the same person will be disqualified. Entries become the property of the Sponsor and will not be returned. Proof of submission does not constitute proof of receipt. If applicable, lost, late, misdirected, or incomplete or entry forms that have been tampered with will be disqualified. Online entrants must have valid email address and it is entrant's responsibility to update Sponsor of any change in email address. If there is a dispute as to the identity of an online entrant, the prize will be awarded to the authorized account holder of the email address. The "authorized account holder" is defined as the natural person to whom the email address is assigned by an internet service provider, online service provider, carrier, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning the email addresses for the domain associated with the submitted email address.

4. ELIGIBILITY: Open to legal residents of the 50 United States and the District of Columbia, who have reached the age of majority in their state or territory of residence at time of entry. Legal residents of Canada (excluding Quebec) who have reached the aforementioned age in their province of residence at time of entry are also eligible to enter. Void in Puerto Rico and where prohibited by law. Employees of Sponsor, Discovery, their parents, affiliates and subsidiaries, participating advertising and promotion agencies, independent judging organizations, and prize suppliers (and members of their immediate family and/or those living in the same of household of each such employee) are not eligible.

5. CONDITIONS OF PARTICIPATION: Expenses not specifically included in prize description and all taxes are the sole responsibility of the Winner. Each prize is awarded "as is" with no warranty or guarantee, either express or implied outside of manufacturer's limited warranty. No transfer, assignment or substitution of a prize permitted, except Sponsor reserves the right to substitute prize for an item of equal or greater value in the event an advertised prize is unavailable. The Winner is required to comply with any and all applicable federal, state, provincial, if Canadians are eligible to enter, and local laws, rules and regulations. All federal, state and local taxes, and any other costs not specifically provided for in these Official Rules are solely the Winner's responsibility. If the actual retail value of any Winner's prize is $600 or more, the Winner must complete a W9 form and supply Sponsor with his/her social security number for tax purposes. An IRS Form 1099 will be issued in the name of the Winner (or, if a minor, in the name of the minor) for the actual value of the prizes received. Sponsor shall have no responsibility or obligation to the Winner or potential Winner who are unable or unavailable to accept or utilize prizes as described herein. Entrants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Contest. Winner (and parent or legal guardian if Winner is a minor) may be

required to sign and return an Affidavit of Eligibility, a Liability Release and where legally permissible a Publicity Release within seven (7) days following the date of first attempted notification. 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. Winner hereby further agrees that it will sign any documents necessary to transfer copyright of the entry to Sponsor within seven (7) days following the date of first attempted notification. By entering, Entrant grants permission for Sponsor, and any of its affiliates and subsidiaries, participating advertising and promotion agencies, the independent judging organization and prize suppliers to use the entrant's submission (including an altered form of the entry) for editorial, advertising and promotional purposes without additional compensation, unless prohibited by law. If images are being submitted to Sponsor as a requirement for entry, Entrants agree that they have all rights to use the images submitted and to allow Sponsor, any of its affiliates and subsidiaries, participating advertising and promotion agencies, the independent judging organization and prize suppliers to reuse any of the images, without any liability, for editorial, advertising and promotional purposes. Additionally, acceptance of the prize by Winner constitutes permission for Sponsor and any affiliates and subsidiaries, participating advertising and promotion agencies, the independent judging organization and prize suppliers to use Winner's name and/or likeness and biographical material for editorial, advertising and promotional purposes without additional compensation, unless prohibited by law. By accepting prize, Winner agrees to hold Sponsor, its advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representative agents, successors, assigns, officers, directors, and employees harmless for any injury or damage caused or claimed to be caused by participation in the Contest or acceptance or use of the prize. Sponsor is not responsible for any printing, typographical, mechanical or other error in the printing of the offer, administration of the Contest or in the announcement of the prize.

6. INTERNET/ MOBILE: Sponsor is not responsible 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 Sponsor or presenter on account of technical problems or traffic congestion on the Internet, at any Web site, or via the mobile phone or any combination thereof. If for any reason the Internet or mobile phone 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 which corrupt of affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Sponsor reserves the right to select winners from eligible entries received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the entry process. Sponsor may prohibit an entrant from participating in the Contest if it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception or other unfair playing practices or intending to abuse, threaten or harass other entrants. Caution: Any attempt by a participant to deliberately damage any Web site or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such participant to the fullest extent of the law.

7. DISPUTES/CHOICE OF LAW: Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in New York, NY, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. New York State law, without reference to New York's choice of law rules, governs the Contest and all aspects related thereto.

8. SPONSOR: The Sponsor of this Contest is Hearst Magazine Media, Inc. and/or its joint venture partners, 300 W. 57th Street, New York, NY 10019.