

THE BALANCING ACT'S *TALES OF FALL TREATS BEST CHEF CONTEST*

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

1. **AGREEMENT TO OFFICIAL RULES.** By entering or participating in **The Balancing Act's *Tales of Fall Treats Best Chef Contest***, you (or, if a minor in your place of residence, your parent or legal guardian on your behalf) fully and unconditionally agree to abide by all terms and conditions referenced in these Official Rules, and accept these Official Rules and any decisions of the Sponsor and/or Administrator, which are final and binding in all matters related to the Promotion.
2. **DEFINITIONS:**
 - a. "Entrant" or "Entrants" shall refer to an individual or individuals that have signed up to participate in the Promotion according to the Official Rules herein.
 - b. "Entry" or "Entries" shall refer to the completed registration in the Promotion of an Entrant or Entrants, according to the Official Rules herein.
 - c. "Promotion" shall refer to **The Balancing Act's *Tales of Fall Treats Best Chef Contest***, which is a promotion that encourages fans to submit a video of themselves hosting their own cooking show while making their favorite dessert recipe using Kraft's Baker's Chocolate, which will then be posted and shared with friends and fans, who will then in turn, vote for the best recipes. The winners will be determined by the most number of votes received.
 - d. "Promotion Administrator" shall refer to Votigo, Inc.
 - e. "Promotional Partners" shall refer to the providers of the prizes, and are identified in these Official Rules and as updated on the Promotion Site.
 - f. "Promotion Site" shall refer to the website, <http://www.TheBalancingAct.com/basuperfan>.
 - g. "Sponsor" shall refer to The Balancing Act TV, LLC.
3. **ELIGIBILITY:** Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years of age or older and have reached the age of majority in their state of residence as of the date of entry, unless otherwise stated or posted. Employees of Sponsor, Promotion Administrator and Promotional Partners, and companies involved with the design, implementation, and promotion of the Promotion, and each of their respective parent companies, affiliates, subsidiaries, officers, directors, employees, contractors, representatives and agents, and each of their respective immediate families and household members are not eligible to enter this Promotion. The Promotion is subject to all applicable federal, state and local laws and regulations. Promotion is void in Puerto Rico and where prohibited or restricted. Winning a prize is contingent upon fulfilling all requirements set forth herein.
4. **PROMOTIONAL PERIOD:** The Promotion begins at 12:00:00 a.m. (ET) on August 7, 2012 and ends at 11:59:59 p.m. on October 1, 2012 (ET) ("Promotion Period"). ALL ENTRIES MUST BE RECEIVED BY OR BEFORE 11:59:59PM (ET) ON OCTOBER 1, 2012. For the purpose of this Promotion, each day will begin at 12:00:00AM (ET) and end at 11:59:59PM (ET). The Promotion Site's database clock will be the official timekeeper for this Promotion.
5. **HOW TO ENTER:** During the Promotion Period, unless otherwise stated, you may register for the Promotion by going to the Promotion Site, or one of the other official locations, such as by using the mobile signup page, and then following the instructions provided, which shall include submitting a video of yourself hosting your own cooking show and making your favorite dessert recipe using Kraft's Baker's Chocolate. All Entries will be posted on and viewable on the Promotion Site and other official locations, and will be judged and/or voted on

by the viewing audience. All Entries become the exclusive property of the Sponsor and will not be acknowledged or returned. Entries that are incomplete, illegible, forged, altered or corrupted are void and will not be accepted. Sponsor is not responsible for lost, late, illegible, incomplete, inaccurate, or mutilated Entries. Proof of submission does not constitute proof of receipt. Limit: each Entrant may enter one (1) time per day. Multiple Entrants are not permitted to share the same email address. Any attempt by any Entrant to obtain more than the stated acceptable number of Entries by using multiple/different email addresses, phone numbers, identities, registrations and logins, or any other methods will void that Entrant's Entries received in excess of the stated limitation, and that Entrant may be disqualified. Use of any automated system, software or computer program to participate in this Promotion is prohibited and will result in disqualification. If there is a dispute as to the identity of any Entrant, the relevant Entry will be deemed submitted by the authorized account holder of the applicable email address used to enter. 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 or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. To participate in this Promotion, each Entrant will also be subject to the Sponsor's Terms of Use (<http://www.thebalancingact.com/termsandconditions.php>) and Privacy Policy (http://www.thebalancingact.com/privacy_policy.php) where applicable.

6. **SELECTION OF WINNER:** Sponsor's decisions as to the administration of the Promotion and the selection of the potential winners are final and binding in all matters related to the Promotion. There will be a total of one grand prize winner that will be chosen based upon the most number of votes received from the viewing audience. The potential winner(s) will be selected within ten (10) days after the Promotion Period.
7. **WINNER VERIFICATION:** The potential winner(s) will be notified by email, using the email information provided upon registration and associated with their winning Entry. The person receiving and replying to a winner notification email will be considered the winner unless they specify another person within the reply email as the winner. Claiming of prizes requires an email response to the Sponsor from the winning sender email address within five (5) days of being notified of winning at the email used to enter. Potential winners must supply Sponsor with his/her legal name, mailing address, birth date, and daytime and nighttime telephone numbers. Sponsor will mail the Promotion prize to the address supplied by the recipient of the winner announcement email unless otherwise specified. The potential winner(s) may be required to sign and return an Affidavit of Eligibility/Liability Release (including, where permitted, a Publicity Release) and/or IRS Form W-9 (collectively, "Affidavit"), which must be received by Sponsor within five (5) days of the date the notice or attempted notice is sent, in order to claim the prize. (If winner is deemed a minor in his/her state of residence, such winner's parent or legal guardian will be required to sign Affidavit). Potential winner(s) must continue to comply with all of the terms and conditions of these Official Rules, and winning is contingent upon fulfilling all of the requirements. If a potential winner cannot be contacted, or does not respond to notification attempts, or fails to sign and return the Affidavit within the required time period, or declines a prize for any reason, or is found ineligible or does not comply with these Official Rules, such potential winner may be subject to disqualification, their prize subject to forfeiture, and at Sponsor's sole discretion, an alternate potential winner may be selected by random drawing from among all remaining eligible Entries. Entrants are not eligible to win monthly prizes in two consecutive calendar months.
8. **PRIZES AND ODDS:** Promotion prizes will consist of one grand prize, with a total ARV of \$2,000.00. Winner shall receive a trip to Tampa, Florida, including round trip airfare and hotel stay for 3 nights, where winner will be professionally recorded making their favorite recipe to be aired on The Balancing Act. All prizes will be awarded (assuming a sufficient number of eligible Entries are received and, after reasonable attempts, potential winners are verified). Prizes are non-transferable and the winner(s) may not substitute, assign or transfer any prize or redeem any non-monetary prize for money, except at the sole discretion of Sponsor. Sponsor reserves the right in its sole discretion to substitute any prize (or prize component, if applicable) with one of equal or greater value if the designated prize should become unavailable for any reason. Sponsor is responsible only for delivery of each prize and all prizes are awarded "As-Is", for which Sponsor is not responsible for prize utility, quality or otherwise. Taxes, fees, and any other costs associated with acceptance and use of a prize, are the sole responsibility of the winner(s). Odds of winning a prize depend on the number and content of the eligible Entries received during the Promotion Period. Additional prize restrictions, limitations and exclusions may apply. Prizes will be fulfilled approximately 8-10 weeks after the potential winner has been verified.
9. **PUBLICITY:** Except where prohibited, participation in the Promotion constitutes Entrant's consent (or such Entrant's parent or legal guardian's consent if Entrant is a minor) to Sponsor, Sponsor's designees or

Promotional Partner's use of Entrant's name, likeness, photograph, voice, opinions, biographical information, job industry, hometown, state and/or prize information for advertising and promotional purposes in any media or medium, worldwide, without additional payment or consideration, to the extent permitted by law.

- 10. USE OF ENTRANT INFORMATION FOR MARKETING PURPOSES:** By entering this Promotion, Entrant, understands and agrees that, unless Entrant otherwise opts out on the Promotion Site, Sponsor and/or Promotional Partners may use Entrant's, physical and/or e-mail address to contact Entrant regarding Sponsor's programming and other offers and/or promotions that Sponsor and/or Promotional Partners believe may interest Entrant.
- 11. ENTRANT PARTICIPATION.** The Entrants may participate in the Promotion, through their own individual and/or organizational marketing and promotional campaigns, including without limitation, creating or participating in marketing and advertising materials, banners, message boards, forums, blogs and online social community network profiles (together "Postings"), in an effort to increase awareness of the Promotion. All Entrants agree that any and all Postings made in the course of their participation in the Promotion shall be in compliance with the Official Rules and not contain, include or involve any unlawful activity, violation of third party rights or any of the following: animal abuse; obscenity; crude, vulgar or offensive pictures, depictions, images, language and/or symbols; commercial advertising (other than Sponsor or Promotional Partner Materials); trade libel; personally identifiable information of any third party, including but not limited to license plates, phone numbers, personal addresses, physical or email or otherwise; illegal drug or alcohol use or abuse; derogatory characterizations of any ethnic, racial, sexual or religious groups; humiliation of other people (publicly or otherwise), or any assault or threatening of others; violation of anyone's right of privacy, including any statements that may be true but of private facts; trespass or the violation of other people's rights or property; illegal (e.g., discriminatory, harassing) or inappropriate activity, behavior or conduct (e.g., inflicting emotional distress); defamatory, libelous, threatening or other material including that which advocates against any individual or group including products/services promoting discriminatory behavior (e.g., racial, religious, gender, nationality, sexual orientation); or any other content, display, materials and/or images that is or could be considered inappropriate, unsuitable or offensive, as determined by Sponsor, in its sole discretion.
- 12. GENERAL CONDITIONS:** These Official Rules are subject to change, however, any and all changes and/or decisions regarding the Official Rules and all other matters relating to this Promotion are and will become final and binding on or before August 7, 2012, and will be posted at the Promotion Site. Sponsor reserves the right, at its sole discretion, to modify, cancel, terminate or suspend this Promotion, or any part of it, if any fraud, virus, bug, technical failure, unauthorized human intervention or other cause outside of Sponsor's reasonable control, corrupts, impairs or affects the administration, security, fairness, integrity or proper functioning or conduct of this Promotion. In the event of any such cancellation, termination or suspension, a notice will be posted at the Promotion Site, if functioning, and in Sponsor's sole discretion, Sponsor will either resume the Promotion in a manner that best conforms to the spirit of these Official Rules, or conduct a random drawing, from among all eligible, non-suspect Entries received prior to such action. Sponsor reserves the right, at its sole discretion, to disqualify any Entrant (and all of their Promotion Entries) from this Promotion or any other Promotion or promotion conducted now or in the future by Sponsor or any of its affiliates, if Entrant tampers with the entry process or the operation of the Promotion, or if Entrant acts in a manner in violation of the Official Rules or in an unsportsmanlike or disruptive manner or otherwise if Entrant's fraud or misconduct affects the integrity of this Promotion, in any way. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that provision.
- 13.** The Sponsor and Released Parties assume no liability and are not responsible for, and Entrants hereby forever waive any rights to any claim in connection with, errors and/or ambiguity: (a) in the Promotion; (b) in any related advertising or promotions of this Promotion; and/or (c) in these Official Rules. In the event of any ambiguity(s) or error(s) in these Official Rules, Sponsor reserves the right to modify these Official Rules for clarification purposes or to correct any such error(s) without materially affecting the terms and conditions of the Promotion. Except as expressly stated herein, the Sponsor make no representations or warranties of any kind and expressly disclaims any implied representations and warranties, including, but not limited to, warranties of title, merchantability or fitness for a particular purpose, or use, or non-infringement, or affiliation or sponsorship of any Promotional Partner. Sponsor does not authorize anyone to make any representation or warranty of any kind on Sponsor's behalf and Entrant may not rely on any third party statement of warranty as a representation or warranty by Sponsor.

- 14. RELEASE:** By participating in this Promotion and/or by accepting any prize or award, each Entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of Sponsor and warrants that Entrant is eligible to participate in this Promotion. In addition, each Entrant, by participating in this Promotion and/or by accepting any prize or award, agrees to release, discharge, indemnify and hold harmless, the Sponsor, Promotional Partners and Promotion Administrator, and their respective parent companies, affiliates, subsidiaries, officers, directors, employees, contractors, representatives, agents, suppliers, distributors, advertising and promotion agencies (collectively, the "Released Parties"), from and against any and all liability, loss, claim, cause of action or damage of any kind, to persons or property, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of in whole or in part, directly or indirectly, from the participation in the Promotion, or any Promotion related activity, or from the award, acceptance, receipt, possession, use or misuse of any prize or participation in any prize related activity.
- 15. LIMITATIONS OF LIABILITY:** Sponsor and Released Parties disclaim liability and are not responsible for: (a) damage to any computer system resulting from participation in, or accessing or downloading information in connection with this Promotion; (b) any printing, typographical, mechanical or other error in the making of the offer, administration of the Promotion or the announcement of the prize; (c) any late, lost, undeliverable, stolen, damaged, garbled, incomplete, misaddressed, postage due or misdirected entries, e-mails or other communications; (d) errors, inaccuracies, omissions, interruptions, deletions, disconnections, failures, malfunctions, defects or delays in operations, programming or transmission of information, in each case whether caused by Entrant or arising by way of technical or other failures or malfunctions of computer hardware, software, networks, communications devices or transmission lines associated with or utilized in the Promotion; (e) data corruption, theft, destruction, unauthorized intervention or access to or alteration of the entry materials or the entry process of the Promotion; (f) technical or human error which may occur in the administration of the Promotion or the processing of entries; (g) electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind or insufficient space in entrant's e-mail account to receive e-mail messages; and (h) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Promotion or receipt or use or misuse of any prize. Without limiting the foregoing, Sponsor reserves the right to correct any such error. In the event that an Entrant's Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another Entry in the Promotion, provided that, if it is not possible to award another Entry due to discontinuance of the Promotion, or any part of it, for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible Entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.
- 16. DISPUTES.** Except where prohibited, Entrant agrees that: (1) All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Florida without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida; and (2) any and all controversies, disputes, claims or causes of action, arising out of or in connection with this Promotion or any prize awarded must be resolved individually, without resort to any form of class action, and shall be settled by binding arbitration in accordance with the provisions of the Florida Arbitration Code found at Chapter 682, Florida Statutes, and administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof for enforcement; and (3) any legal actions in connection with the Arbitrator's decision, or otherwise if the Parties agree not to arbitrate, then any and all controversies, disputes, claims or causes of action, arising out of or in connection with this Promotion or any prize awarded, must be brought exclusively in the United States District Court for the Southern District of Florida, or other appropriate Florida State Court of competent jurisdiction located exclusively in Broward County, Florida; and (4) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED IN ENTERING AND PARTICIPATING IN THE PROMOTION; and (5) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE

INCREASED, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

17. CAUTION. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM THOSE MAKING SUCH ATTEMPTS TO THE FULLEST EXTENT PERMITTED BY LAW. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION.

18. NAMES OF WINNER(S): To obtain a list of names of Winner(s), send a self-addressed, stamped #10 envelope to: The Balancing Act's Tales of Fall Treats Best Chef Contest Winner(s) Name Request, The Balancing Act TV, 2001 W. Sample Rd., Pompano Beach, FL 33064. Requests must be received on or before December 31, 2012. Names of winner(s) will be sent, and may also be available on the Promotion Site, after selection and verification.

19. SPONSOR: The Balancing Act TV, LLC, 2001 W. Sample Rd., Pompano Beach, FL 33064.

20. PROMOTION ADMINISTRATOR: Votigo, Inc., 251 Lafayette Circle, Suite #330 Lafayette, CA 94549.

21. PROMOTIONAL PARTNERS:

- KRAFT FOODS GROUP, INC. – Baker's Chocolate

22. SOCIAL MEDIA DISCLAIMER. This Promotion is in no way sponsored, endorsed or administered by or associated with Facebook, Twitter, LinkedIn, MySpace, or any other third party social media provider. All entry materials and information are provided to Sponsor, and not to any social media provider.

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