



Behind the Burner and ProChile “Flavors of Chile” Recipe Contest 2010

OFFICIAL CONTEST RULES

Active food bloggers, send us your favorite recipe featuring at least one of the listed Chilean ingredients. Recipes must be submitted in a recipe format with a photograph of your creation.

Chilean ingredients list includes: *Carica, Merken, Merken-Flavored Olive Oil, Avocado Oil, Ulmo Tree Honey, Goat’s Milk Dulce de Leche, King Crab, Navajuelas, Murtillas in Syrup, Rosehip Jam*

To enter the Behind the Burner and ProChile Flavors of Chile Recipe Contest contestants must send their original recipe with a photo to: info@behindtheburner.com.

Employees of Behind the Burner and ProChile or any of its divisions, retailers, distributors, brokers, promotional, advertising partners, family members or persons domiciled with Employees are not eligible to enter the Behind the Burner and ProChile Flavors of Chile Recipe Contest drawing.

Entries must be in English and in recipe format with a photo and include the contestant’s name, age, address, email address, phone number and verification of eligibility as “food media.”

Entries must be received at info@behindtheburner.com no later than midnight Eastern Standard Time on July 31, 2010.

Contest Organizers are not responsible for late, lost or illegible entries.

Contestants may only enter one recipe per household.

Contestants must be United States residents and active food media/journalists/writers.

A panel of Judges will decide the winning recipe. Winner will be contacted by email or phone by August 31, 2010. Prize award notification will occur at the time of contact. All decisions are final.

Entrants are bound by the official rules. To receive his/her prize, each winner will be required to sign and return an affidavit of eligibility and release confirming eligibility and compliance with the official rules. This grants contest organizers the right to use his/her recipe name, voice, picture and likeness without compensation, for the purpose of publicizing and promoting ProChile, releasing contest organizers and their agents from any liability resulting from the recipe contest and his her acceptance of the prize. Non-compliance may result in an alternative winner being chosen.

Recipe contest void where prohibited and subject to all applicable federal, state (New York), and local laws and regulations. All recipes become the property of Behind the Burner/ProChile and contest organizers reserve the right to use recipes in promotional materials.

GRAND PRIZE:

A trip for one to Santiago, Chile. Package accommodations include airfare, transportation to and from the airport in Chile, hotel accommodations and all meals. Additional expenses are the sole responsibility of the contest winner.

Any costs associated with the use or ownership of the prizes is the sole responsibility of the winner. No prize transfer is permitted. No prizes will be refunded or exchanged for cash unless otherwise specified. If a prize is unavailable, Behind the Burner/ProChile reserves the right to substitute a prize of equal or greater value.

Odds of winning a prize depend on number of eligible entries received and the quality of the entries received, as judged pursuant to these Official Rules. ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER.

In the event of a dispute about the identity of the entrant, entries made online will be declared made by the authorized account holder of the e-mail address submitted at time of entry. An authorized account holder is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g. business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. The potential winner may be required to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry.

DEADLINE:

Contest ends July 31, 2010. Any entries received after this date will not be accepted.

CONDITIONS:

Behind the Burner/ProChile is not responsible for lost, late, incomplete, illegible, misdirected or otherwise undeliverable entries. Behind the Burner/ProChile is not liable for any technical malfunctions of any telephone network or lines, computer internet system, servers or providers, computer equipment, software, failure of any email on account of technical problems or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading/uploading any materials in this Contest, or other technical difficulties or failures or other errors of any kind. Entrants agree to indemnify Behind the Burner and ProChile, their affiliated and subsidiary companies from and against any and all claims and liabilities arising out of or in connection with this Contest. Any dispute regarding submission of online entry will be deemed submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an internet access provider, online service provider or other organizations (e.g. business, educational institute) that is responsible for assigning email addresses for the domain associated with the submitted email address.

ORIGINAL WORK:

You hereby warrant and represent that (a) you own all rights to all Entry Materials submitted by you; and (b) all such Entry Materials are original works of authorship on your part and have not been copied, in whole or in part, from any other work and do not violate, misappropriate or infringe any copyright, trademark or other proprietary right of any other person or entity.

GENERAL RELEASE:

By entering the Contest, you release the Sponsor and the Participating Entities from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

By submitting your recipe, you accept all contest rules and agree to be bound by the decisions of the judges, which will be final. You also agree that your recipe becomes the sole property of Behind the Burner upon receipt and will not be returned. Behind the Burner reserve the right to edit for brevity and clarity, adapt, copyright, publish, transfer and use any or all entries in all print and electronic media without further compensation. Behind the Burner and ProChile reserve the right in their sole discretion to cancel, terminate, modify or suspend the Contest at any time for any reason. In such a circumstance, Behind the Burner will select the Potential Winners based on eligible entries received to date of termination. In the event that two similar entries are received, only the entry judged to best meet criteria as set by Behind the Burner will be included in the final judging. In the case of duplicate recipes, the first entry received or postmarked will be considered. Behind the Burner reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the contest or website or violates the Official Rules.

JUDGING OF RECIPES:

All entries must meet the contest requirements. Initial judging will be done by Behind the Burner and ProChile for appropriate use of eligible products. Judges will disqualify previously published recipes, unless the recipe features changes considered significant by the judges at their sole discretion. Entry must not infringe the copyright, trademark, privacy, publicity or other intellectual property rights of any person or entity. Final judging will be done by a panel of food experts and representatives from Behind the Burner and ProChile. Decisions of the judges are final in all matters relating to this Contest.

NOTIFICATION OF POTENTIAL WINNERS:

If you are one of the Potential Winners, you will be notified by email or phone by August 31, 2010. All selected Potential Winners will be required to sign an affidavit of eligibility and a liability release and return within 2 weeks of receipt of notification. Any Potential Winner who does not comply with this requirement or cannot be easily located using the information provided in the entry may be disqualified and an alternate Potential Winner may be selected. Except where prohibited by law, each Potential Winner will be required to grant to Behind the Burner and ProChile all rights, titles and interest in the submitted entry and to sign a release giving Behind the Burner and ProChile full rights to use the Potential Winner's name and likeness for Contest related advertising and publicity, including such usage on the Internet.

The Potential Winners' recipes will be publicly announced and posted on www.behindtheburner.com and www.prochile.us. Winner will also write at least one blog about their culinary travel experience in Chile, which will also be published on www.behindtheburner.com.

COPYRIGHT AND DISCLAIMER

All content on this site including text, graphics, logos, button icons and software, is the property of Behind the Burner or ProChile and is protected by U.S. and international copyright law. The content and software on this site may be used as a shopping or buying resource. Any other use, including the reproduction, modification, display or distribution of the content on this site is strictly prohibited.

The Participating Entities will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (c) any Contest disruptions, injuries, losses or damages caused by events beyond the control of Sponsor; or (d) any printing or typographical errors in any materials associated with the Contest.

The Contest and these Official Rules will be governed, construed and interpreted under the laws of the state of New York. Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Contest or any entrant's participation in the Contest should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Contest or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Contest as planned. Entrants who violate these Official Rules, tamper with the operation of the Contest or engage in any conduct that is detrimental or unfair to Sponsor, the Contest or any other entrant (in each case as determined in Sponsor's sole discretion) are subject to disqualification from entry into the Contest. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Contest.

CONTEST SPONSOR:

The sponsor of the Contest is www.behindtheburner.com, 500 Fifth Avenue, 12th Floor, New York, NY 10110