

## Official Rules for the 2022 Photo Search Contest

### No Purchase Necessary. A Purchase Will Not Increase Your Chances Of Winning.

1. **Eligibility:** This Contest is only open to individuals who are (a) legal residents of the 50 United States, DC, or Puerto Rico, (b) at least eighteen (18) years old, and (c) the parents or legal guardians of a child that is between one (1) day and four (4) years old as of the date of entry (an "Eligible Child"). Employees of Gerber Products Company ("Sponsor"), as well as the immediate family (spouse, parents, siblings, and children) and household members of those employees, are not eligible to enter.
2. **Entry Period:** The Entry Period starts at 9:00 AM EDT on Monday, April 4, 2022 and ends at 11:59 PM EDT on Thursday, April 14, 2022 (the "Entry Period").
3. **Create Your Entry:** Take a picture and video of your Eligible Child (your "Entry") and make sure you comply with the entry requirements set forth below. Sponsor reserves the right to disqualify any Entry that does not meet these requirements, as determined by Sponsor, in its sole discretion.
  - a. You must take the photo and video yourself during the Entry Period. You may not have a hired photographer or other person take the photo or video.
  - b. The video may not be longer than twenty (20) seconds.
  - c. Your Entry may only include a single person – one (1) Eligible Child or (1) set of multiples (i.e., twins, triplets) – and you must be the parent or legal guardian of the Eligible Child in the Entry.
  - d. The Eligible Child must be appropriately clothed. Sponsor will not accept Entries with children who are not clothed.
  - e. The Eligible Child must be smiling.
  - f. You may not use any filters and you cannot edit or retouch your Entry.
  - g. The Entry may not depict the Eligible Child in an unsafe or inappropriate manner.
  - h. The Entry may not prominently feature any third-party trademarks, logos, artwork, or music. Moreover, it may not violate anyone's rights, including, but not limited to, copyrights or trademark rights.
  - i. The Entry may not portray Sponsor or its products in a negative light or contain any content that is inappropriate or indecent, as determined by Sponsor, in its sole discretion.
4. **Submit Your Entry:**
  - a. Visit [photosearch.gerber.com](https://photosearch.gerber.com) during the Entry Period, fill out the entry form, and submit your Entry. There is a limit of one (1) entry per Eligible Child. (If you have more than one

(1) Eligible Child, you can submit a separate Entry for each one.) Sponsor reserves the right disqualify any individual that attempts to enter more times or otherwise violates these Official Rules.

- b. By entering, you represent and warrant that your Entry complies with all requirements in these Official Rules. Further, by entering you indicate your agreement to these Official Rules and Sponsor's decisions regarding the Contest, which are final and binding. Winning a prize is contingent upon fulfilling all requirements in these Official Rules.
5. **Sponsor's Rights to Entries:** You do not transfer ownership of your Entry by entering the Contest. However, by entering, you grant Sponsor, its agents, licensees, and assigns an irrevocable, perpetual (non-exclusive) right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use your Entry as-is or as-edited (with or without using your name) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from you.
6. **Judging:** After the Entry Period, a diverse panel of judges selected by Sponsor will evaluate all eligible Entries based on the following criteria: (a) visual appeal of the child in the Entry; (b) expressiveness of child in Entry; and (c) consistency with Gerber's heritage and its *Anything For Baby* mission. The entrant with the highest score will be deemed a potential winner and be contacted by e-mail. The odds of winning depend on the performance of each entrant.
7. **Potential Winner Requirements:** A potential winner may be required to execute and return a Declaration of Eligibility, a Publicity and Liability Release, a W9 form, and an authorization to conduct a background check for the baby's parents or guardians. Sponsor reserves the right to disqualify a potential winner if he/she does not sign the necessary forms within five (5) business days of the date the documents are sent or if Sponsor (in its sole discretion) determines that, based on the results of the background check, the potential winner will not be a suitable representative for the Gerber brand. If a potential winner is disqualified, Sponsor may select an alternate potential winner in his/her place according to the Judging Criteria.
8. **Prize:**
- a. One (1) Grand Prize Winner will receive a \$25,000 USD check.
  - b. In addition, the winner will serve as the 2022 Gerber Spokesbaby and have an honorary role on Gerber's Executive Committee as Chief Growing Officer for up to one (1) year. The winner will have the opportunity to: (i) serve as official Chief Taste Tester to taste and review new baby food products to help inform future innovations to foster nutritious product growth and highlight product quality; (ii) support the next generation of children and the world they inherit through Gerber's larger brand act. As part of this role, the winner will be required to (i) participate in up to five (5) media interviews inclusive of live reveal moment on national broadcast program, (ii) participate in content creation for up to five (5) social media posts on Gerber channels, (iii) participate in up to three (3) live and/or virtual appearances for content creation to be used for media and social use, and (iv) grant Sponsor the rights to use baby's name, image, and likeness for promotional purposes in connection with this campaign.

- c. Any prize details not specified above will be determined by Sponsor, in its sole discretion. A prize may not be transferred and must be accepted as awarded. Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason, as determined by Sponsor, in its sole discretion. The winner may be responsible for paying taxes and any other costs not listed above.
9. **General Conditions:** In the event that the operation, security, or administration of the Contest is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest; or (b) award the prize according to the procedures set forth above from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Contest, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. The Contest is subject to federal, state, and local laws and regulations and is void where prohibited.
10. **Release and Limitations of Liability:** By entering, you agree to release and hold harmless Sponsor, its parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related that may impede entry; (c) any claim or allegation that your Entry infringes any copyright, trademark, or any other intellectual property right; (d) lost, late, misdirected, or undeliverable mail; (e) errors in the administration of the Contest or the processing of entries; or (f) injury or damage to persons or property. You further agree that in any cause of action, in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
11. **Privacy and Publicity:** Any information you submit as part of the Contest will be treated in accordance with Sponsor's [Privacy Policy](#). Except where prohibited, participation in the Contest constitutes your consent to Sponsor's use of your name and Entry for promotional purposes in any media without further payment or consideration.
12. **Disputes:** Except where prohibited, you agree that any and all disputes, claims, and causes of action arising out of, or connected with, the Contest or any prize shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Virginia. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, your rights and obligations, or Sponsor's rights and obligations in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Virginia, without giving effect to any choice of law or conflict of law rules (whether of Virginia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Virginia.
13. **Winner Information:** After the winner is selected, information about the winner will be posted on [www.gerber.com](http://www.gerber.com).

14. **Sponsor:** The Contest is sponsored by Gerber Products Company, 1812 N Moore Street, Arlington Virginia 22209.