



Banco Popular 2009 Virgin Islands Ultimate Chef Challenge Rules and Regulations

1. Eligibility. The competition is open to licensed restaurants and their chefs who are age 18 or older. To be eligible to win the challenge, applications must be completed and received by Banco Popular (herein after “the Sponsor”) or their agent (MLB Creative) in the format designated below. The Sponsor, all participating sponsors, and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, judges, advertising and promotional agencies, employees and agencies (collectively, the “Participating Entities”), and immediate families of each are not eligible to participate. All applicable federal, state and local laws and regulations apply.

2. Disclaimer. The Participating Entities will not be responsible for: (a) any lost, stolen, or damaged equipment, kitchen utensils, or personal effects; (b) late or damaged entries; (c) any Competition 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 Challenge. The Sponsor reserves the right to modify rules, terms, and conditions at all times, can refuse or revoke entries, and disqualify chefs at the Sponsor’s discretion.

3. Entry Period. The entry period will be from 3:00 p.m. Atlantic Standard Time, April 15, 2009 until 4:30 p.m. Atlantic Standard Time, April 22, 2009 (the Deadline). All entries must be registered and submit biographies, photographs and a signed copy of these rules and restrictions to be eligible to participate and win.

4. Prizes. There will be one (1) grand prize awarded: One First Place prizewinner will receive \$1,000.00. All prizes will be awarded. Prizes are not transferable. No substitutions or exchanges (including for cash) of any prizes will be permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value. The prizes are awarded “As Is” and Without Warrantee of Any Kind, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).

5. Participants. Participants will be selected by invitation only and at the discretion of the Sponsor. Competing participants will prepare one (1) “Dish” which may include a main entrée and side dishes, garnish and sauces. Primary ingredients will be provided by the Sponsor consisting of products that are “Virgin Fresh”: grown, raised or harvested in the Virgin Islands. Each Chef will be provided with detailed information on what will be in each cooking station. They will bring any additional equipment they deem necessary to complete their “Dish” ie knives, strainers, additional pots and pans, special seasonings. Chefs must sign the official Chef Advisory Form prior to participation.

6. Contest Rules. Banco Popular's Virgin Islands Ultimate Chef Challenge is looking for a "Nouveau Caribbean" main course: The entrée(s), accompanying side dishes, garnish and sauces contained on a single plate (referred to as 'The Dish') must utilize the ingredients in the mystery basket provided (as defined below) to each chef. Each Chef will create their own original Dish utilizing fresh local Virgin Islands produce, protein, dairy and spices. Each Chef will create four (4) identical Dishes; one for each of the Judges. Judges, selected by the Sponsor, in their sole discretion, determine to be the most apt, original, interesting, delicious, and makes best use of "Virgin Fresh" products. The Judges will evaluate each Dish using a 40-point scale according to the following criteria: Visual appeal (0-10 points); Taste of finished recipe (0-10 points); Originality of Recipe (0-10 points); Best interpretation of a Virgin Fresh theme (0-10 points). The Finalist who receives the highest combined number of points shall be deemed the Grand Prize winner. In the event of a tie, the Judges will confer to come to an agreement on the winning Chef.

Upon Sponsor's timely verification of the Winners' eligibility and receipt of completed affidavits, releases and publicity releases (as explained below), the Winner shall be rewarded. In the event a Winner fails to timely submit completed affidavits, releases and publicity releases, or winning recipes for entrée and side dishes, otherwise is determined by Sponsor to be ineligible to win the prize, the Winner will be disqualified from the Contest and Sponsor will select an alternate eligible entrant and his or her Original Recipe to be selected as a Winner.

After Winners' have been selected, the Winners' Recipes, Winners' names, Winner's Sponsoring Restaurant will be made publicly available by one or more of the participating media, such as through internet websites, newspaper advertisements, print collateral and other methods of distribution, and used for promotional or marketing purposes. Winners' Recipes may be edited for content, clarity, length and/or consistency at Sponsor's sole discretion.

Each Original Recipe must: (a) be an accurate description of the Dish created, and not based on any other published recipe, (b) include a list of all required ingredients in specific, common U.S. household measurement units, step-by-step preparation instructions, and cooking times, (c) involve only ingredients provided, and (d) not have won a prize in any other contest.

7. Sponsor Ownership of Entries. Recipes submitted to Sponsor in connection with the Competition (collectively, "Entry Materials"), along with all copyright, trademark and other proprietary rights associated therewith, become the property of Sponsor upon submission, and Entry Materials will not be returned to any entrant. The Entry Material will be attributed to the Restaurant and the Chef that entered. Without limiting the generality of the foregoing, you acknowledge that Sponsor will own all rights to use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and non-commercially exploit the Entry Materials in perpetuity and throughout the universe, in any manner or medium now existing or hereafter developed, without separate compensation to you or any other person or entity. You agree to take, at Sponsor's expense, any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by Sponsor to effect, perfect or confirm Sponsor's ownership rights as set forth above in this paragraph 7.

8. Original Work of Authorship. 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.

9. General Release. By entering the Competition, 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.

10. Use of Winner's Name, Likeness, etc. Except where prohibited by law, entry into the Competition constitutes permission to use Winners' Restaurant name, Winning Chef name, Restaurant address, likeness and/or prize information, without limitation, for promotional purposes without further permission or compensation. As a condition of being awarded any prize, except where prohibited by law, winners may be required to execute and deliver to Sponsor a consent to the use of their name, address, likeness and/or prize information, without limitation, for promotional purposes without further permission or compensation.

11. Affidavit & Release. As a condition of being awarded any prize, winners may be required to execute and deliver to Sponsor a signed affidavit of eligibility and acceptance of these Official Rules and release of liability.

12. Miscellaneous. The Competition and these Official Rules will be governed, construed and interpreted under the laws of the Virgin Islands. 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 Competition or any entrant's participation in the Competition should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Competition or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Competition as planned. Entrants who violate these Official Rules, tamper with the operation of the Competition or engage in any conduct that is detrimental or unfair to Sponsor, the Competition or any other entrant (in each case as determined in Sponsor's sole discretion) are subject to disqualification from entry into the Competition. 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 Competition. If you have any questions about these Official Rules or the Competition, please e-mail them to info@mlbcreative.com.

13. Competition Sponsor. The title sponsor of the Competition is Banco Popular, PO Box 8580 St. Thomas, US Virgin Islands 00801. Other sponsorships may be added at the Sponsor's sole discretion.