

Humble Heart Goat Dairy & Creamery Essay Contest

Name _____ Entry # _____ (by sponsor)

Mailing Address _____

Telephone _____ Work _____ Cell _____

The undersigned have read the Essay Contest Rules below and agree to abide by the rules as noted below.

Entrant Signature

Humble Heart Farms

OFFICIAL RULES

1. **NO PURCHASE, PAYMENT OF ANY KIND, CUSTOMER RELATIONSHIP IS REQUIRED TO ENTER OR WIN. PURCHASE OF ANY HUMBLE HEART GOAT DAIRY & CREAMERY PRODUCT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID IN PUERTO RICO, U.S. VIRGIN ISLANDS, U.S. TERRITORIES AND POSSESSIONS, AND WHERE PROHIBITED OR RESTRICTED BY LAW.**
2. **CONTEST PERIOD.** The Humble Heart Goat Dairy & Creamery Essay Contest (the "Contest") begins on May 1, 2015 and ends on October 1, 2015, at 11:59:59PM Central

Time (the “Contest Period”). Humble Heart Goat Dairy & Creamery’s (the “Sponsor”) clock is the official time-keeping device for this Contest.

3. **BINDING AGREEMENT.** In order to enter the Contest, you must agree to the Rules. Therefore, please read these Rules prior to entry to ensure you understand and agree. You agree that submission of an entry in the Contest constitutes acceptance and agreement to these Rules. You may not submit an entry to the Contest and are not eligible to receive the prizes described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and Humble Heart Goat Dairy & Creamery with respect to the Contest.
4. **SPONSOR:** The Contest is sponsored by the Owner/Operators of Humble Heart Goat Dairy & Creamery, a sole proprietorship with its principal place of business at 25235 Mooresville Road, Elkmont, Alabama 35620. Mailing address is P.O. Box 130 Elkmont, AL 35620
5. **ELIGIBILITY.** To be eligible to enter the Contest an Entrant must be nineteen (19) years of age or older.
6. **HOW TO ENTER.**
 - a. **How to Enter.** To enter the Contest each entry must complete a one (1) page official entry form (“Entry Form”), downloadable at goatdairyessay.com, providing each Entrant’s (1) Name; (2) Mailing Address; (3) Telephone Number; and (4) the Entrant’s Signature certifying that the Entrant has read the Essay Contest Rules and agrees to abide by those Rules. Additionally, each Entry Form must be accompanied by a bank cashier’s check or money order payable to Humble Heart Goat Dairy & Creamery Contest in the amount of \$150.00 US Dollars. Send entry to Humble Heart Farms Essay P. O. Box 130 Elkmont, AL 35620 All entries shall be deemed received whether or not the essay adheres to the Technical Requirements as set forth herein. Absolutely no refunds shall be made by reason of non-compliance or for any other reason whatsoever, unless the Contest fails to receive 2,500 entries. In the event the Contest does not receive a sufficient number of entries (i.e. at least 2,500), all entry fees shall be returned to each entrant in the amount of \$150.00 US Dollars. All entry fees shall be held in an Essay Contest Escrow Account until a determination has been made regarding the minimum number of entries.
 - b. **Technical Requirements.** Each entry shall: (1) Consist of a formal essay of 200 words or less in English; (2) Shall be type-written in 12-point Times New Roman, Arial, or Garamond typeface/font, however, legible hand-written entries will also be accepted; (3) printed on one side of white, 8 ½ by 11 inch paper; (4) Entrant’s name and address shall not appear on the essay to protect the integrity of the Contest; (5)

The essay shall be accompanied by two self-addressed stamped envelopes for the purpose of acknowledging receipt of an Entrant's essay and for announcing the winner of the Contest, or in the event a Refund is warranted, to issue such Refund as stated in the Contest Rules hereinabove. Each essay entry will be assigned a randomly generated and unique identifier number to maintain the integrity of the Contest.

- c. **Essay Theme.** The essay shall address the subject/theme: Why I, or my organization, is the perfect fit to continue the farmstead goat cheese tradition. The author shall refrain from including their name in the essay entry as a randomly generated and unique identifier number shall be assigned to each essay entry.
7. **JUDGES:** The Owner/Operator of Humble Heart Goat Dairy & Creamery will select the top twenty (20) essays. These twenty (20) essays will be judged by a three (3) judge panel of independent judges, one of whom will be an employee of the Alabama A&M University Agricultural Extension Commission.
8. **DEADLINE FOR DETERMINING WINNING ESSAY AND RUNNERS-UP:** The winner will be announced on October 15, 2015. The winner will receive a Warranty Deed to a debt-free house and farm on 20 acres, dairy and cheese making building with animals and equipment. Humble Heart Goat Dairy & Creamery will provide the winner with all recipes and sufficient training to independently operate the Goat Dairy & Creamery. The winner will also receive \$20,000 start-up funds to cover initial operating expenses. If the winner refuses in writing to accept the contest prize then it shall be awarded to the First Runner-Up. Likewise, should the First Runner-Up refuse in writing to accept the contest prize then will be awarded to the Second Runner-Up.

Ownership must be transferred to winner by November 1, 2015. Training must occur prior to November 15, 2015; no training will be provided after November 15, 2015, due to the milking schedule of the goats.
9. **EXTENSIONS:** Sponsor reserves the sole right to extend the deadlines of the essay contest entry and determination of the winning entries for a period of up to sixty (60) days.
10. **PRIZE TRANSFER:** The transfer of the prize property must occur within thirty (30) days after the notification of the prize winner. An extension of an additional thirty (30) days may be granted by the Sponsor if deemed necessary.
11. **TAXES & FEES:** Award of prize to potential winners are subject to the express requirement that they submit to Humble Heart Goat Dairy & Creamery all documentation requested by Humble Heart Goat Dairy & Creamery to permit it to comply with all applicable state, federal, and local tax reporting. All prizes will be net of any taxes Humble

Heart Goat Dairy & Creamery is required by law to withhold. To the extent permitted by law, all taxes imposed on prizes are the sole responsibility of the winners. In order to receive a prize, potential winners must submit tax documentation requested by Humble Heart Goat Dairy & Creamery or otherwise required by applicable law, to Humble Heart Goat Dairy & Creamery or a representative for Humble Heart Goat Dairy & Creamery or the relevant taxing authority, all as determined by applicable law. The potential winner and finalists are solely responsible for ensuring that they comply with all the applicable tax laws and filing requirements. Additionally, the potential winner and finalists are solely responsible for the payment of any all taxes, including real estate/deed transfer taxes, attorneys' fees or fees of any kind imposed upon or arising out of a successful participation in this essay contest. If a potential winner or finalist fails to provide the necessary and/or requested documentation or comply with such tax reporting laws, the prize may be forfeited and Humble Heart Goat Dairy & Creamery may, in its sole discretion, select an alternate potential winner.

12. **DESCRIPTION OF PRIZE PROPERTY:** The Sponsor will be presenting the winner with the Deed and Certificates of Title to Humble Heart Farms Goat Dairy & Creamery and all farm equipment. If, and only if, the Contest receives 2,500 eligible entries, the Winner will also receive a check for Twenty Thousand U.S. Dollars and No Cents (\$20,000.00). Sponsor represents that there are no liens nor mortgages due and owing on the property. Sponsor represents that the Prize is a turnkey operation including farm buildings and equipment. Excluded from the Prize are Sponsors' personal property items. The Prize Property has been evaluated with a listing value of \$345,000, however, no representation is made by the Sponsors that this value or any value is in fact a Fair Market Value.
13. **COPYRIGHT AND PUBLICATION:** Essay contest entry constitutes a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license and/or assignment to the Sponsors of all copyrights arising under both statute and the common law and all other rights derivative therefrom to use, reproduce, publish, distribute, publicly perform, and publicly display Entrant's essay submission without any attribution or compensation to Entrant. By entering the essay contest, each Entrant grants further permission for Sponsors to publish all or part of the submitted essay and to use the Entrant's name and photograph and to publicize the winning entries and the names of all the final twenty (20) essays, all without royalty or other consideration. Upon submission, entries will not be returned to Contest Entrants.
14. **PRIVACY:** Entrants agree and acknowledge that personal data submitted with an entry, including name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by Sponsor and affiliate Judges for the purpose of conducting and administering the Contest.
15. **PUBLICITY:** By entering the Contest, Entrants agree to participate in any media or promotional activity resulting from the Contest as reasonably requested by Sponsors at Sponsors' expense and agree and consent to use of their name and/or likeness by Sponsors.

Sponsors will contact Entrants in advance of any Humble Heart Goat Dairy & Creamery-sponsored media request for interviews. Sponsor reserves the right to publish the name and likeness of the Entrants with the top twenty (20) essay entries.

- 16. DISQUALIFICATION:** All federal, state and local laws and regulations shall apply. Sponsors reserve the right to disqualify any Entrant from the Contest if, in Sponsor's sole discretion, it reasonably believes that the Entrant has, or has attempted to, undermine the legitimate operation of the Contest by cheating, deception, plagiarism, or other unfair playing practices or employs any form of intimidation, harassment, or abuse of any other Entrants, Sponsors, or the Judges.

Any false information provided within the context of the Contest by any Entrant concerning identity, mailing address, telephone number(s), email address, ownership of right or non-compliance with these Rules or the like may result in the immediate disqualification of the entrant from the Contest.

- 17. DISCLAIMER:** Sponsor's failure to enforce any term of these Rules will not constitute a waiver of that or any other provision. Sponsor reserves the right to disqualify Entrants who violate the rules or interfere with this Contest in any manner. If an Entrant is disqualified, Entrant shall forfeit his/her Entry fee and Sponsor reserves the right to terminate that Entrant's eligibility to participate any further in the Contest.

- 18. SPONSORS' RIGHT TO CANCEL, MODIFY OR DISQUALIFY:** If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, force majeure, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Humble Heart Goat Dairy & Creamery reserves the right at its sole discretion to cancel, terminate modify or suspend the Contest. Humble Heart Goat Dairy & Creamery further reserves the right to disqualify any Entrant who tampers with the submission process or any other part of the Contest or Contest Site. Any attempt or conspiracy by an Entrant to deliberately damage any web site, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made or conspiracy be entered into, Humble Heart Goat Dairy & Creamery reserves the right to seeks damages from any such Entrant to the fullest extent of the applicable law.

- 19. FORUM AND RECOURSE TO JUDICIAL PROCEEDINGS:** These Rules shall be governed by, subject to, and construed in accordance with the laws of the State of Alabama. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief, or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and Entrants expressly waive any and all such rights.

20. ARBITRATION: By entering the Contest, Entrant agrees that exclusive jurisdiction for any dispute, claim, or demand related in any way to the Contest will be decided by binding arbitration. All disputes between Entrant and Humble Heart Goat Dairy & Creamery of whatsoever kind or nature arising out of these Rules, shall be submitted to American Arbitration Association, for binding arbitration under its rules then in effect. Any arbitration shall take place in Huntsville, Alabama, before one arbitrator selected under the rules of the American Arbitration Association.

21. WINNER'S LIST: You may request a list of winner after November 15, 2015, by sending a self-addressed, postage paid envelope to:

Humble Heart Farm

P.O. Box 130

Elkmont, Alabama 35620

22. ADDITIONAL REQUIREMENTS: The Winner agrees to accept the Prize Property "AS IS" and also agrees to operate the business as an agricultural farm, goat dairy & creamery for a period of at least one (1) year after the transfer of the property. If this condition is not met, then the property will revert back to the Sponsors of the Essay Contest, to be then awarded to the First Runner-Up or next eligible Contest Winner in line. The Winner further agrees to pay any costs and fees necessary to transfer the Prize Property if Winner fails comply with the aforementioned requirements.