



## 2022 BEST BEEF BUTCHER CONTEST

### OFFICIAL RULES

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**Eligibility:** Participation in the 2022 Best BEEF Butcher Contest (the “Competition”) is open to any processor in good standing and is planning on attending the 2022 Pennsylvania Association of Meat Processors (PAMP) Conference, each of whom must apply and enter the contest (each, an “Applicant”); provided that such Applicant (a) must accept and agree to all terms, conditions and releases set forth herein, and (b) be 18 years or older. Notwithstanding the foregoing sentence, employees, officers and directors of the Pennsylvania Beef Council or members of the same household (whether related or not) of such employees/officers/directors are not eligible to participate in the Competition. All federal, state and local laws and regulations apply. **VOID WHERE PROHIBITED.**

**Sponsor:** The Competition is sponsored by the Pennsylvania Beef Council/Northeast Beef Promotion Initiative, 205 South Juliana Street, Bedford, PA 15522

**Agreement to Official Rules:** Participation in the Competition constitutes Applicant’s full and unconditional agreement to these Official Rules (the “Official Rules”) and Sponsor’s decisions, which are final and binding in all matters related to the Competition. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**Competition Period and Timing:** The Competition consists of two phases:

1. **The “Application Period”** – Where Applicants must apply to enter the Competition
2. **The “Finals”** – Where winners of the application process will compete for the Grand Prize.

The Application Period begins on December 1, 2021, and ends on April 1, 2022 at midnight, Eastern Standard Time (EST).

The Finals will be held on Thursday, May 12, 2022, at 12:30pm EST in held during the 2022 Pennsylvania Association of Meat Processors annual conference in State College, PA. The contest will take place at the Penn State Meats Lab, Porter Road University Park, PA 16802.

**How to Enter:** During the Application Period, complete the hard copy application provided in the December and February PAMP Newsletters or go to the NEBPI.org website address for online application/rules and complete the application for entry. After you have submitted your application, the Sponsor will evaluate the applications and select from the Applicants those Contestants who will be invited to participate in the live “Finals” round of the contest. Finalists will be notified on or by April 8, 2022.

**For all entries:** LIMIT: ONE (1) APPLICATION SUBMISSION PER ESTABLISHMENT. All entry applications must be received during the Application Period. Any attempt by any Applicant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that Applicant’s entries and that Applicant may be disqualified. All entries become the exclusive property of Sponsor, and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or otherwise non-conforming entries, each of which will be disqualified.

**Judging:** Each phase of the competition will be judged as follows:

1. **Application** – The Sponsor will evaluate Applicants’ applications and select Contestants who may participate in the final competition. Contestants will be selected based on the Judges’ determination of the merits of each Applicant’s application and the requirements and dynamics of the Competition. Judges assessments of applications will be based solely on the applications submitted. Judges’ determination of which Applicants are chosen to be Contestants are **final** and Applicants and Contestants may not request review.
2. **Final** - The final event will be judged by a panel of three judges chosen by the Sponsor. The Competition will assess beef cut identification, cutting for retail merchandising/display, consumer interaction, and yield, as follows:
  - a. **Behavior:** every Contestant is expected and required to exhibit proper and courteous behavior at all times. Failure to do so may result in disqualification or expulsion from the contest. Repeat offenders will be barred from competing in Sponsor’s future sanctioned contests.
  - b. **Cleanliness and Sanitation:** all Contestants are expected to maintain their work sites in an orderly and clean manner and to use good sanitary practices during the competition. All federal, state and local food safety rules and regulations must be adhered to at all times.
  - c. **Judging:** there will be three (3) portions of judging in the final round. The first portion will be a merchandising round, judging the accuracy and technique of the Contestants ability to fabricate the beef chuck roll into the desired innovative beef cuts; Boneless Country-style Ribs, Chuck Eye Roast, Delmonico, Denver, and Sierra steaks. The merchandising round will also judge the presentation of the final cuts as if they were being displayed at a retail counter as well as a mock consumer sales pitch of a cut chosen by the judges. The second scored round of the first portion of the contest will be a retail yield test on the beef chuck roll where the Contestant with the highest percent of total for the weight of their fabricated retail chuck roll cuts Boneless Country-style Ribs, Chuck Eye Roast, Delmonico, Denver, and Sierra steaks cuts relative to starting weight will receive the full number of points for the round, contestants with lower yield of cuts will be scored and ranked from highest % yield to lowest. The final round will include a beef cuts identification quiz where Contestants will be asked to correctly identify a selection of beef cuts using a word bank of name options. Additionally, 5% of the finalist score will be derived from the short quiz included in the contestant application.
  - d. **Scoring:** The Final competition scoring system is as follows: beef cut identification (15 points) beef value cuts for merchandise/display (20 points), technique/accuracy (20 points), consumer sales pitch (20 points), retail yield (20 points) and quiz from initial contestant application (5 points); the total possible score is 100 points. The panel of judges will have the ability to break any ties as they see fit.
  - e. **Disqualification:** an entry may be disqualified by the Sponsor’s lead representative only and may occur at any time during the judging process. An entry may be disqualified for any of the following reasons:
    - i. Failure to show up for final round of judging
    - ii. The finalist exceeds the allotted time given to the merchandising round
    - iii. Gloves are not used while handling the meat
    - iv. Conversing with spectators about contest during the actual contest

Unless expressly stated by the Sponsor, Contestants must bring their own ball cap. All other tools and products (e.g. frock, knives, steel, etc.) necessary for participation in the Competition will be provided by Sponsor.

**Prizes:**

The prizes, and total approximate retail value (“ARV”) of each prize is as follows:

<b>FINAL – GRAND PRIZE</b>	
<b>Prize for 1<sup>st</sup> place winner of Final</b>	<b>ARV</b>
\$500 cash prize	<b>\$500</b>
<b>Prize for 2<sup>nd</sup> place winner of Final</b>	<b>ARV</b>
\$250 cash prize	<b>\$250</b>

<b>Prize for 3rd place winner of Final</b>	<b>ARV</b>
\$150 cash prize	<b>\$150</b>
<b>Prize for 4<sup>th</sup> – 10<sup>th</sup> place as honorable mention for participating in final round</b>	<b>ARV</b>
Plaque	<b>Approximately \$25</b>

**Notification of Winners:** By electronic mail or phone call, Sponsor shall notify each Contestant selected to participate in the Finals on or before April 8, 2022. The winning Contestants of the Final competition will be notified on Saturday, May 14, 2022, from 6-9pm during the PAMP Awards Banquet held at the Penn Stater Conference Center, 215 Innovation Blvd, State College, PA 16803.

**Limitations:** Each prize is for use by the designated winning Contestant, and may not be sold, assigned or otherwise transferred and no substitution will be made except as provided herein at the Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Participants must be available to participate in any respective event, meeting, appointment, or other activity or the prize or place in Competition will be forfeited. **Please note, your participation in the Competition and acceptance of certain prizes may require you to sign third-party liability, publicity, or other waivers or releases that are not included in these Official Rules. Your participation in the Competition or acceptance of any respective prizes may be conditioned on your consent to or granting of such waivers or releases.**

Sponsor will not provide, nor do prizes include any airfare or other costs of transportation to or from any Competition location nor to the location where prizes may be awarded or undertaken. All expenses and incidental travel costs not expressly included under these Official Rules shall be the sole responsibility of the prize recipient, including but not limited to: any hotel, airport or government taxes; carrier surcharges; service charges; local transportation including air or ground transportation to or from the winner’s home; any overnight accommodation prior to or following the Competition dates or where prizes are awarded, performed, or undertaken; any other travel or accommodation to or from the Competition; any meals, as well as any income taxes, insurance, passport and visa costs, gratuities, incidentals; and any items of a personal nature or that are not expressly provided for in these Official Rules.

**Release:** By entering this Competition, Applicants and Contestants agree to release and defend, indemnify and hold harmless each of the Sponsor and each of their respective officers, directors, employees, and agents (collectively, the “Released Parties”) from and against any claim or cause of action including, without limitation, any claims, liabilities, lawsuits, judgments, causes of action, proceedings, injuries, death, losses, costs, expenses or damages of any kind resulting from, in connection with, or arising from acceptance, receipt, delivery, use, nonuse, misuse, defect in, inability to use, possession, or loss of a prize. Furthermore, each Applicant or Contestant, as a condition of participating in the Competition, agrees to release, defend, indemnify and hold harmless the Released Parties from and against any injuries, death, losses, costs, expenses, damages, claims, judgments, causes of action and any liability of any kind in connection with, resulting from or arising from the Competition, participation in the Competition, including without limitation, acceptance, receipt, delivery, possession, use, misuse, inability to use, defect or nonuse or loss of the prize that may be awarded. Released Parties shall not be liable to any Applicant or Contestant, or any Contestant or any other person for any part thereof, by reason of any acts of God; any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entities (whether or not they prove to be valid); equipment failure; or any other cause beyond Sponsor's sole control. By participating in the Competition each Applicant or Contestant agrees: (i) to be bound by these Official Rules and by all applicable laws and decisions of Sponsor which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action, or proceeding against Sponsor, its parent(s) or subsidiaries, in connection with the Competition and (iv) to forever and irrevocably release, defend, indemnify, and hold harmless each of the Released Parties from any liability.

**Publicity:** Except where prohibited, application for entry in the Competition constitutes your consent to allow the Sponsor to use your name, image, likeness, voice, opinions, biographical information, hometown and state for promotional purposes in connection with the Competition or for the promotion of Sponsor only, in any media now known or later invented, worldwide and in perpetuity, without further payment or consideration, and with or without

any notice or attribution.

**General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Competition, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Competition, as determined by Sponsor in its sole discretion, and Sponsor disclaims any liability for such events. Sponsor, in its sole discretion, reserves the right to disqualify any Applicant or Contestant it finds to be tampering with the operation of the Competition or to be acting in violation of the Official Rules, the Waiver and Release, or any other third-party promotion, event or race, or in an unsportsmanlike or disruptive manner. Any attempt by any Applicant or Contestant to deliberately undermine the legitimate operation of the Competition may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such Applicant or Contestant 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.

**Limitations of Liability:** Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by Applicant or Contestant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Competition; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone/internet lines or network hardware or software; (c) unauthorized human intervention in any part of the Competition; (d) printing, typographical, technical, computer, network or human error which may occur in the administration of the Competition, the uploading, the processing or tabulating of points, the announcement of the Prizes or in any Competition-related materials; (e) late, lost, undeliverable, damaged or stolen mail; or (f) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Applicant or Contestant's participation in the Competition or receipt or use or misuse of any Prize (including any travel/activity related thereto). Released Parties are not responsible for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof.

APPLICANTS AND CONTESTANTS AGREE THAT THE RELEASED PARTIES HAVE NOT MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, STATUTORY, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT), IN FACT OR IN LAW, AS REGARDS TO THE PRIZES OR ANY COMPONENTS OF THE PRIZES IN THE CONTEST.

**Disputes:** Each Applicant and Contestant agrees that: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Applicant(s), Contestant(s), Sponsor, the Released Parties and their agencies, shall be governed by and construed exclusively in accordance with the laws of the State of Pennsylvania without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the State of Pennsylvania. Each Applicant and Contestant agrees that any action at law or in equity arising out of or relating to the Competition, or awarding of any Prize, shall be filed only in the state or federal courts located in the State of Pennsylvania. Each Applicant and Contestant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in the Competition, each Applicant and Contestant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Competition, or awarding of any Prize, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Competition but in no event attorneys' fees; and (c) under no circumstances will any Applicant or Contestant be permitted to obtain awards for and hereby waives all rights to claim 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. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

**Questions:** If you have questions regarding entry, judging or prizes, please see NEBPI.org website.

