

“Travel Like Mrs. Butterworth's” Sweepstakes (the “Sweepstakes”)

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF THE 48 CONTIGUOUS UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE BETWEEN THE AGES OF 5 AND 14 AT TIME OF ENTRY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. GRAND PRIZE WINNER AND HIS/HER GUESTS MUST POSSESS VALID UNITED STATES TRAVEL DOCUMENTATION.

HOW TO ENTER: GET YOUR PARENT’S PERMISSION BEFORE ENTERING. Visit www.wheresmrsbutterworths.com and complete a registration form. Normal Internet access and usage charges imposed by your on-line service will apply. Completed entry form must be submitted in accordance with the online directions during the Sweepstakes Period. Incomplete entry forms will be disqualified. Entries must be received no later than 11:59 p.m. (ET) on June 5, 2008. Neither Pinnacle Food or MTV Networks (collectively the “Sponsors”) or National Sweepstakes Company, 693 East Avenue, Rochester, NY 14607 (the “Sweepstakes Administrator”) will acknowledge or verify receipt of entries except as indicated herein. Sponsors and Sweepstakes Administrator shall collectively be referred to herein as “Sweepstakes Entities”. Use of a profane username or the submission of false or misleading personal information by an entrant will be grounds for disqualification. Sweepstakes Entities retain sole discretion to determine whether entry information is profane, false, or misleading. All entries submitted become the sole property of Sponsors and will not be acknowledged or returned. Entries limited to one (1) entry per calendar day/per email address.

OPT OUT: The parent and/or legal guardian ("Parent") of each entrant who is under the age of thirteen (13) will be sent an initial e-mail notification advising Parent that his/her child has registered at www.wheresmrsbutterworths.com for entry into the Sweepstakes, and providing the option to withdraw the entry. If the Parent does not validate the child's registration and online entry within the period indicated on the notification, the entry will be approved.

SWEEPSTAKES PERIOD: The Sweepstakes begins at 12:00 a.m. (Eastern Time [“ET”]) on April 7, 2008 and ends at 11:59 p.m. (ET) on June 5, 2008.

ELIGIBILITY: To enter the Sweepstakes you must be (i) a legal resident of the 48 Contiguous United States or DC, (ii) between the ages of 5 and 14 at the time of entry, and (iii) be physically located in the U.S. at the time of entry. Employees, officers and directors of Sweepstakes Entities and their immediate families (parents, children, siblings and spouse, regardless of where they live), and members of their households (whether related or not), and those winners who have won a grand prize in any Nickelodeon sweepstakes/promotion in the twelve (12) months prior to the start of the Sweepstakes Period, are ineligible to participate in this Sweepstakes.

GENERAL REQUIREMENTS FOR ENTRIES:

Each entrant agrees warrants and represents that the use of the materials submitted in this Sweepstakes will not violate the rights of any third parties. Entries must be in keeping with Sponsors’ positive image, as determined by Sponsors in their sole discretion. Any materials containing obscenity, crude language, or descriptions of a violent or sexual nature (as defined solely by the Sweepstakes Entities) will not be accepted and the associated Entry will be disqualified.

DRAWING AND NOTIFICATION: Sweepstakes Administrator will select a potential prize winner (“**Potential Prize Winner**”) by conducting a random drawing on or about June 10, 2008. Odds of winning a prize depends on the total number of eligible entries received during the Sweepstakes Period. The Potential Prize Winner will be notified by email on or about June 10, 2008. If the Potential Prize Winner does not respond to Sweepstakes Administrator’s notification attempt within five days, then such person will be disqualified and another Potential Prize Winner will be selected from the remaining eligible entries received.

PRIZING: Grand Prize Winners (1): Grand Prize Winner will receive a three day/two night trip for four (one of whom must be a parent or legal guardian of Grand Prize Winner) to Minneapolis, Minnesota (“Grand Prize Package”). Grand Prize Package elements include: roundtrip coach airfare for winner and three guests to Minneapolis, Minnesota from the major airport nearest Grand Prize Winner’s home (Approximate Retail Value (ARV) \$2,600.00), two nights standard hotel accommodations of Sponsors’ choice (two rooms, double occupancy) (ARV: \$400.00), transportation to/from Minneapolis airport to hotel and Nick Universe at Mall of America (\$300.00), Lunch for four at a restaurant of Sponsors’ choice (\$100), four two-day unlimited ride wristbands to the Nickelodeon Universe at The Mall of America (\$239.60), four tickets to Underwater Adventures Aquarium: (\$67.80), four tickets to Moose Mountain Adventure Golf (\$35.80) and \$1,000.00 spending money. All travel arrangements indicated in the Grand Prize Package must be made by Sweepstakes Fulfillment Company in advance of travel. Grand Prize Winner and Guest must present valid travel documents and travel on the same itinerary. Exact travel times and arrangements are subject to availability and blackout periods. The Sweepstakes Entities are not responsible for any cancellations, delays, diversions or substitutions, or any act or omission whatsoever with respect to the Prize Package. Except as indicated in the Grand Prize Package, all meals, taxes, gratuities, incidentals (including mini-bar), phone charges, and other expenses not specifically identified in these Official Rules are solely the responsibility of the Grand Prize Winner and Guest. Grand Prize Winner and Guest must comply with all hotel check-in requirements, including but not limited to the presentation of a major credit card. No transfer, substitution, upgrade, credit, refund or cash equivalent for prizes is allowed except at Sweepstakes Entities’ sole discretion. Sweepstakes Entities reserve the right, in its sole and absolute discretion, to substitute a prize or prize component of equal or greater value if a prize or prize component cannot be awarded as described for any reason.

Total ARV of Grand Prize: \$4,730.00.

Minnesota Residents: (a) If Grand Prize Winner resides in Minnesota (or within a sixty (60) mile radius of Minneapolis, Minnesota (“Local Resident”)), in lieu of the round trip coach airfare portion of the Prize Package, Grand Prize Winner will receive limousine transportation of Sponsors’ choice to and from Grand Prize Winner’s Local Residence to the hotel. No compensation will be awarded in lieu of the difference in the total ARV.

(b) If Winner resides in the State of California, Winner and Winner’s parent or legal guardian agree to waive any and all right that they or any party claiming by, through or for them have, have had, may now have or hereafter will have under the provision of Section 1542 of the civil Code of the State of California and any similar provision in any other jurisdiction. Section 1542 provides as follows:

“A general release does not extend to claims which the creditor doe not know or suspect to exist in his or her favor at the time of executing a release, which if known by him or her must have materially affected his or her settlement with the debtor.”

GENERAL PRIZE CONDITIONS/RESTRICTIONS: No transfer, substitution, or cash equivalent for the Prizes is allowed except at Sweepstakes Entities' sole discretion. Sweepstakes Entities reserve the right in their sole and absolute discretion, to substitute a prize or prize component with a prize of equal or greater value if a prize component cannot be awarded as described for any reason. All Prizes are non-transferable and have no cash equivalent. Substitution of a Prize by Winner is not permitted. All airline tickets issued in connection with the Grand Prize are not eligible for frequent flyer miles. Airline tickets cannot be used in conjunction with any other promotion or offer. Sweepstakes Entities reserve the right in their sole discretion to substitute any prize or portion thereof with a prize of comparable or greater value. In the event that the Potential Winner chooses not to accept his/her prize, or is unable to be notified, an alternate Potential Winner will be randomly selected from all of the remaining entries. Parent or legal guardian of Potential Winner is solely responsible for all insurance, registration and all applicable federal, state, and local taxes.

RELEASES/TAXES: Before a Potential Prize Winner will be deemed an Official Prize Winner, he/she and his/her parent or legal guardian will be required to execute and return an Affidavit of Eligibility, a Liability Release and a Publicity Release (except where prohibited) (the "Affidavit/Release"). Except where prohibited by law, the Winner's entry and acceptance of a Prize constitutes Winner's and his/her parent's permission for the Sweepstakes Entities and those acting under their authority to use the Winner's name, photograph, likeness, statements, biographical information, voice, and address (city and state only) on a worldwide basis, and in all forms of media, in perpetuity and for advertising or promotional purposes without review or further compensation to the winner. The Affidavit/Release must be returned by the deadline stated in such documents. If the documents are not returned within that time, or Winner is found to be ineligible, or does not comply with the Official Rules, then the Potential Prize Winner will be disqualified. A prize or prize notification being returned as undeliverable will result in disqualification of such Potential Winner. All federal, state or other tax liabilities (including income taxes) arising from the Prize contained in this Sweepstakes will be solely the responsibility of the Official Winner's parent or legal guardian.

SWEEPSTAKES CONDITIONS: This Sweepstakes is subject to all applicable federal, state and local laws. By participating, entrants agree to abide by and be bound by these Official Rules and the decisions of the Sweepstakes Entities on all matters relating to this promotion and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. By participating, entrants agree to release, discharge, indemnify and hold harmless the Sweepstakes Entities, and each of their respective officers, directors, employees, representatives and agents from and against any claims, damages or liability due to any injuries, theft, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from a) acceptance, receipt, possession, misuse or use of any prize element contained in the Prizes or participation in any Sweepstakes-related activity or participation in this Sweepstakes, b) any malfunction or any error in the collection or retention of entry information, or c) any typographical or other error in the printing, offering or announcement of any prize. Winner assumes all liability for any injury or damage caused, or claimed to be caused, by participating in this Sweepstakes or use or redemption of any prize. In the event a Potential Prize Winner or Winner is disqualified for any reason under the provisions of these Official Rules, such winner and all rights to any prize will be forfeited in its entirety. A random drawing will be conducted in order to select an alternate Potential Prize Winner, if time permits.

LIMITATIONS OF LIABILITY: Sweepstakes Entities are not responsible for (i) lost, late, misdirected, undeliverable or incomplete entries due to system errors, human errors or failures, or faulty transmissions or other telecommunications malfunctions and/or entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete or garbled computer or telephone transmissions, typographical or system or human errors and failures, or faulty transmissions, or for any problems or technical malfunction(s) of any telephone network or lines, computer online systems, servers or providers, computer equipment, or entries not received by the Sweepstakes Entities on account of technical problems, or any combination thereof, including other telecommunications malfunctions which may limit an entrant's ability to participate; (ii) any malfunction or error in the collection or retention of entry information; (iii) computer system, phone line, hardware, software or program malfunctions or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature; (iv) incorrect or inaccurate entry of information caused by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes (v) any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries and is not responsible for errors in printing or presentation of the Sweepstakes.

The Sweepstakes Entities may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs, systems or agents) or by acting in an unsportsmanlike or disruptive manner, or by attempting or intending to annoy, abuse, threaten or harass any other entrants or the Sweepstakes Entities representatives and reserve the right to disqualify any entrant that the Sweepstakes Entities determine, in their sole discretion, has threatened the operation of this Sweepstakes or violated these Official Rules.

Entries received from persons residing in geographic areas in which entry is not permissible will be disqualified. If for any reason this Sweepstakes is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of the Sweepstakes Entities which corrupt or affect the administration, security, fairness, integrity, fulfillment or proper conduct of the promotion, then the Sweepstakes Entities reserve the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes prior to its stated expiration date. If such action occurs any eligible entries received prior to the termination or cancellation will be included in the random drawing to select the Potential Prize Winner.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

USE OF INFORMATION: By entering the Sweepstakes you agree that your entry and any other personally identifiable information collected or used in connection with the Sweepstakes may be used by the Sweepstakes Entities in accordance with its Privacy Policy, as posted on www.nick.com, and any “opt-in” language contained on the Sweepstakes entry web page, if any.

RULES/WINNERS LIST: To receive the name of the Winner or an additional copy of these Official Rules, send a self-addressed, stamped envelope to: “Travel Like Mrs. Butterworth’s Sweepstakes” PO Box 10505, Rochester, NY 14610. Please specify “Rules” or “Winner List”. All requests must be received by August 1, 2008. **Vermont residents may omit return postage.** You may also view the rules by visiting www.nick.com during the Sweepstakes Period.

SPONSOR/PROMOTER: Pinnacle Foods Group LLC, 1 Old Bloomfield Ave., Mountain Lakes, NJ 07046
MTV Networks, 1515 Broadway, New York, NY 10036

SWEEPSTAKES ADMINISTRATOR: National Sweepstakes Company, 693 East Avenue, Rochester, NY 14607

“Travel Like Mrs. Butterworth’s” Sweepstakes

Subject to official rules

No purchase necessary. Certain Restrictions Apply. Many will enter, few will win. Sweepstakes open to legal residents of the 48 Contiguous United States and DC who are **between the ages of 5 and 14** years of age at the time of entry. Enter by www.wheresmrsbutterworths.com and complete a registration form from April 7, 2008 to June 5, 2008. Void in Puerto Rico and where prohibited or restricted by law.

SWEEPSTAKES PERIOD: SWEEPSTAKES PERIOD: The Sweepstakes begins at 12:00 a.m. (Eastern Time [“**ET**”]) on April 7, 2008 and ends at 11:59 p.m. (ET) on June 5, 2008.

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**“Travel Like Mrs. Butterworths Sweepstakes”
PRIZING STRUCTURE**

I. GRAND PRIZE (1)

Prize includes:

Three day/two night trip for 4 (one of whom must be a parent or legal guardian of Grand Prize Winner) to Minneapolis, Minnesota (“Grand Prize Package”). Grand Prize Package elements include:

(i)	4 roundtrip coach airfares to Minneapolis, Minnesota ARV:	\$2,600.00
(ii)	two nights standard hotel accommodations ARV:	\$400.00
(iii)	transportation to/from airport to hotel and Nick Universe at Mall of America ARV:	\$300.00
(iv)	Lunch for four at a restaurant of Sponsor’s choice ARV:	\$100.00
(v)	four two-day unlimited ride wristbands to the Nickelodeon Universe at The Mall of America	\$239.60
(vii)	four tickets to Underwater Adventures Aquarium:	\$67.80
(viii)	four tickets to Moose Mountain Adventure Golf:	\$35.80
(ix)	spending money	\$1,000.00

TOTAL ESTIMATE RETAIL VALUE OF ALL
SWEEPSTAKES PRIZES:

\$4730.00

SWEEPSTAKES START DATE: April 7, 2008

SWEEPSTAKES ENTRY DEADLINE DATE: June 5, 2008

SWEEPSTAKES DRAWING DATE: June 10, 2008

*The Actual Grand Prize Value will depend on the actual costs of hotel and airline rates at time of prizing and subject to availability.