

Abbreviated Rules:

No purchase necessary to enter or win. A purchase will not increase your chances of winning. Only legal residents of the 50 United States (including DC) 18 years and older are eligible. Void where prohibited. Sweepstakes entry begins at 12:00 AM (CST) on 02/20/08 and ends at 11:59 (CST) 05/31/08. Approximate retail value of prize is \$650.00. Odds of winning depend on number of eligible entries. To enter and for Official Rules visit www.unexpecteddinner.com. Sponsor: Barber Foods, 56 Milliken St., Portland, ME 04103.

Official Rules:

Official Rules

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

1. Eligibility: The Barber Foods "Unexpected Dinner" Sweepstakes (the "Promotion" or "Sweepstakes") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of Barber Foods, Gabriel deGroot Bendt, and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Void where prohibited. Subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Barber Foods, 56 Milliken St., Portland, ME 04103 Administrator: Gabriel deGroot Bendt LLC, 608 2nd Avenue South Suite 129, Minneapolis, MN 55402

3. Timing: The Promotion begins on February 20, 2008 at 12:00 a.m. (CST) and ends on May 31, 2008 at 11:59 p.m. (CST) (the "Promotion Period"). Administrator's computer is the official time keeping device for this Promotion.

4. How to Enter: To enter, go to www.unexpecteddinner.com during the Promotion Period and complete and submit the online entry form, including a valid email address and phone number where you can generally be reached between 10:00 a.m. CST and 4:00 p.m. CST on or after June 5, 2008. All potential winners are subject to verification before any prize will be awarded.

Entry Limit: Each participant may enter one (1) time per day during the Promotion Period. Multiple entrants may not share the same email address. Any attempt by any entrant to obtain more than the stated number of entries per day by using

multiple/different email addresses, identities, registrations and logins, or any other methods may void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and may result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which will be disqualified. All entries and entry information become the property of Sponsor and will not be returned. In the event of a dispute as to any entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder. Entrants who do not provide all required information or who provide false information may be disqualified at Sponsor's discretion. Sponsor reserves the right to select, reject or disqualify entrants in its sole and absolute discretion. For purposes of these Official Rules, "receipt" of an online entry occurs when Administrator's servers actually record the entry information. Any automated computer receipt (such as one confirming delivery of email) does not constitute proof of actual receipt by Sponsor of an online entry.

5. Winner Selection: On or about June 5, 2008, the winner will be randomly selected from all eligible entries received. By entering the Sweepstakes, you agree that Administrator and Sponsor decisions as to the administration and operation of the Sweepstakes and the selection of potential winners are final and binding.

6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE SWEEPSTAKES WINNER, HAVE BEEN VERIFIED, AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.

7. Verification of Potential Winners: Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Each potential winner will be notified by phone, at the number provided on his/her entry form, between 10:00 a.m. CST and 4:00 p.m. CST on or around June 5, 2008. Each potential winner must verify his/her eligibility and availability for the prize during the notification phone call. Upon verbal confirmation of a potential winner's eligibility and availability for the prize, he/she will be sent a winner notification email containing an Affidavit of Eligibility and Liability and Publicity Release ("Affidavit"). The potential winner (parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and fax the Affidavit to Administrator at (612) 547-5090, by no later than 5 p.m.

CST June 19, 2008, in order to claim his/her prize. In the event that the potential winner fails to fax the Affidavit by the deadline, the prize will be forfeited. If a potential winner cannot be contacted within two weeks of the winner notification call or is ineligible or unavailable to receive the prize for any reason, he/she forfeits the prize. In the event that a potential prize winner is disqualified for any reason, Administrator may award the prize to an alternate winner by random drawing from among all remaining eligible entries. There will be up to three (3) alternate drawings if timing permits, after which the prize will remain unawarded.

8. Prize: One (1) PRIZE: An unexpected dinner prize pack. Prize pack consists of an approximately two (2) hour dinner event in your home, or an alternate location if pre-approved by Sponsor, for six (6) guests and one (1) to three (3) famous personalities, depending on availability. Sponsor specifically reserves the right to vary the number of participating celebrities and the identities of the celebrities as needed to accommodate scheduling conflicts. Sponsor will be responsible for event preparation, food, celebrity talent, celebrity travel and site clean up. The date of the prize will be determined by Sponsor at its sole discretion. Sponsor is not responsible if the event is delayed, postponed or cancelled for any reason. All expenses not expressly stated in the package description above, including but not limited to taxes, decorations, cleaning, and other costs are the sole responsibility of winner. Approximate Retail Value ("ARV"): \$650.00. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period.

All prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Winner is responsible for all taxes on prize and all expenses not specified herein related to acceptance and use of the prize. Prize cannot be used in conjunction with any other promotion or offer and may not be separated. No prize transfers, modifications, cash or other substitutions are allowed, except that Sponsor may substitute a prize, in whole or in part, for one of comparable or greater value in the event the advertised prize (or any component thereof) is unavailable or unworkable for any reason, based on Sponsor's sole discretion. No more than the stated number of prizes will be awarded.

Actual prize value may change due to prize location.

9. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Administrator and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

10. Publicity: Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration or approval.

11. Limitations on Liability: Sponsor is not responsible for any computer, online, telephone or technical malfunctions that may occur, for any incorrect or inaccurate information, whether caused by website users, equipment or programming associated with or utilized in the Promotion, or any technical error which may occur in the processing of entries, any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alteration of entries, any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players or browsers on account of technical problems, traffic congestion on the Internet or at any website or due to any combination of the foregoing. Sponsor is not responsible for any injury or damage to entrants or to any computer related to or resulting from participating or entering the Promotion, for theft, destruction, unauthorized access to or alteration of entries, or problems downloading entries from the Website.

12. General Conditions: If, for any reason, the Promotion is not running as planned, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part and select winners from among all eligible entries legitimately received prior to the cancellation, termination or modification. Notice of any cancellation, termination or modification will be posted on the Website. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering or attempting to tamper with the entry process or the operation of the Promotion or the website, violating the Official Rules, or acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. **CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND ALL OTHER REMEDIES FROM ANY SUCH PERSON 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.

13. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to

any form of class action, and exclusively by the United States District Court for Minnesota (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules (whether of the State of Minnesota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

14. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy found at www.unexpecteddinner.com

15. Winner List: Winner List Requests will only be accepted after the promotion end date listed above and no later than July 30, 2008. For the winner list, send an email with subject line: "Barber Foods, Winner List Request," info@always-thinking.com