

## 2015/16 Thought For Food Challenge Rules & Regulations

1. NO PURCHASE NECESSARY TO WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED. By submitting an entry to the 2015/16 Thought For Food (TFF) Challenge, you are agreeing to be bound by the following legal terms.
2. The 2015/16 Thought For Food Challenge (the "Event") will begin on April 23, 2015 and end in March/April 2016 (exact date will be determined in the summer of 2015). The Event is sponsored by Syngenta Crop Protection AG ("Syngenta") and supported by several other organizations. Participation is subject to all federal, state and local laws and regulations. Void where prohibited or restricted by law. You are responsible for checking applicable laws in your jurisdiction before participating in the Event to make sure that your participation is legal and to ensure that you comply with all relevant laws. You are responsible for obtaining any and all passports, visas, and other government-required documents and permissions needed to compete for and to use a prize.
3. ELIGIBILITY: The Event is open to individuals 17 years of age or older at the time of registration and individuals must be enrolled in a university study program at time of entry. In order to participate, teams must be comprised of at least 3 and no more than 5 current university students. Universities may enter multiple teams, but one team cannot enter multiple ideas. Teams may be comprised of students from different universities. Employees and contractors of Syngenta, Tivix Inc. and Startup Pirates and their affiliates or subsidiaries as well as students who hold the position of TFF Ambassador are not eligible to enter or win.
4. HOW TO ENTER: To enter, sign up via [tffchallenge.com](http://tffchallenge.com) beginning on April 23, 2015 and ending at 12:00:00 AM Pacific Standard Time on December 1, 2015 (the "Signup Period"). Interested students can sign up anytime in this period, but we encourage teams to apply as soon as possible after signups open. Only signups completed during the "Signup Period" are eligible to win "Round 1" which will take place from April 23, 2015 to 12:00:00 AM Pacific Standard Time on December 1, 2015. Yes, Round 1 and the signup period are equivalent timing-wise due to the rolling signup process.
5. ROUND 1 VOTING: A group of independent judges selected by the Thought For Food core team will determine a group of ten (10) finalist teams ("Finalists"). These teams will continue competing in "Round 2." "Finalists" will be announced no later than on December 15, 2015.
6. JUDGING PERIOD/ FINALIST AND WINNER SELECTION: Entries will be judged based on the following criteria during "Round 1:" Innovation, Implementation, Uniqueness and Team Spirit. Ten Finalist teams will be chosen. During "Round 2," entries from the 10 finalist teams will be judged on site at the TFF Global Summit (location TBD) by a group of independent judges. Students must be present to win. Judging for "Round 2" will be based on voting from judges based on the following criteria: Innovation, Implementation, Uniqueness, and Team Spirit. All decisions are final.

7. **FINALIST SELECTION Round 1:** All potential Finalists for Round 1 will be notified via email. The notified potential Finalist will have five (5) business days to respond with their full contact information to claim their prize. Lack of response after five (5) business days have elapsed since notification or failure to fully comply with these Official Rules will result in disqualification. In the event of disqualification of any potential Finalist, the prize will be forfeited by that potential Finalist and the next highest project will be selected as the new potential Finalist. TFF is not responsible for notifications that are misdirected, addresses that are no longer correct, or for any other reason beyond the control of TFF. Upon receipt of the prize acceptance, the team then and only then becomes a "Finalist" in "Round 1."
8. **WINNING ROUND 2:** A potential winner for "Round 2" will be notified at the TFF Global Summit (tentatively scheduled to take place in March or April 2016 in a to-be-determined location) after presenting their project on stage. A minimum of 3 team members are required to attend both the TFF Bootcamp and the TFF Summit in early 2016 in order to stay in the running for the Grand Prize. Failure to fully comply with these Official Rules will result in disqualification. In the event of disqualification of any potential winner, the prize will be forfeited by that potential winner and the next highest project will be selected as the new potential winner. Upon receipt of the prize acceptance, the potential winner then and only then becomes a "winner" in Round 2 and the entire 2015/16 TFF Challenge.
9. **PRIZE ROUND 1:** On December 15, 2015 TFF will announce the Finalists of "Round 1" via email and social media, where the Finalists and the names of the team members will be displayed. The Finalists will receive an all-expense-paid trip for up to 5 team members (the "Trip") to the location of the TFF Global Summit, and participation in the "Startup Pirates Boot Camp" ("Boot Camp"). The prize includes (a) round-trip economy-class airfare from Finalists place of residence to the to-be-determined location of the TFF Summit, (b) hotel accommodations for no more than eight (8) nights, (c) transportation to and from airport, and (d) meals during the Summit and Boot Camp. At TFF's discretion, and if so directed by Finalists or required by applicable law in TFF's sole determination, all or part of the portion of the prize may be paid by TFF directly to a taxing authority in the Finalist's place of residence on behalf of Finalist, and all taxes shall be the sole responsibility of Finalist. Prize does not include assistance with travel costs, application costs, or other expenses associated with obtaining a passport or visa, if required. No substitution of prizes is permitted. Prize is not assignable or transferable. Limit one prize per team. If Finalist cannot take the Trip for any reason, Finalists will forfeit the prize and TFF may, at its option and in its sole discretion, select an alternate Finalists or the prize may not be awarded. All of the prize elements are subject to change and shall be determined by TFF in its sole discretion.
10. Approximate retail value of the prize is US\$4,000. Actual prize value depends on the location of the Finalists residence and dates of travel. Travel must take place in order to arrive to the location of the TFF Summit one week before the TFF Summit takes place and participate in the full Boot Camp and TFF Summit. TFF will have no further obligation to Finalists. Any difference between stated value and actual value will not be awarded. Finalist is responsible for any transportation not specifically noted in these rules. Finalist is responsible for obtaining all necessary travel documents prior to travel. Certain restrictions, as determined by TFF, may apply. TFF will attempt to accommodate Finalist's preferred itinerary, but all specifics thereof will be at

TFF's discretion. If Finalist cannot comply with these restrictions or any other portion of these Official Rules, the prize will be forfeited in its entirety and an alternate Finalist will be chosen. Finalist must travel from major airport closest to the Finalist's residence, as determined by TFF, in its sole discretion. Any picture identification requirements associated with air travel are Finalist's responsibility. In the event the Finalist lives within 100 miles of the TFF Summit location, ground transportation only (not air transportation) will be provided to and from the hotel. Travel arrangements must be made through TFF's agent, on a carrier of TFF's choice and Trip must be taken on a date of the TFF's choosing. If Finalists cannot travel on the dates specified by TFF, the prize will be forfeited in its entirety and the prize may be awarded to an alternate potential selected by the panel of judges from among Round 1 entries. Flight details are subject to availability and airline carrier's regulations and conditions apply. The trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. TFF is not responsible for lost or mutilated tickets and none will be replaced. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. The hotel accommodations, airline tickets, and other components of the Trip will be determined at the sole discretion of TFF. If any portion of the prize is not available for any reason then the TFF reserves the right to substitute that portion of the prize with another prize of comparable or greater value. All costs and expenses associated with prize acceptance and use not listed herein as part of the prize including, without limitation, ground transportation (other than that specified above as included in prize), luggage fees, souvenirs, miscellaneous hotel expenses, and gratuities are the sole responsibility of Finalists.

11. PRIZE ROUND 2: In March/April 2016 (exact is to be determined in the summer of 2015), TFF will announce the Winners of "Round 2" at the TFF Summit, as well as via social media, where the Winners and the names of the Winners will be displayed. Two prizes will be awarded. If the selected Winners are not eligible, in TFF's sole judgment, TFF will select a new Winner from among the Finalists. The Grand Prize winner will receive \$10,000 USD in grant money to use solely for the purpose of their project. The Runner Up will receive \$5,000 USD in grant money to use solely for the purpose of their project. At TFF's discretion, and if so directed by the Grand Prize or Runner Up or required by applicable law in TFF's sole determination, all or part of the cash portion of the prize may be paid by TFF directly to a taxing authority in the winner's place of residence on behalf of winner, and except for such direct payment of the cash portion of the prize, all taxes shall be the sole responsibility of winner. No substitution of prizes is permitted. Prize is not assignable or transferable. Limit one prize per team. If Winner cannot accept the prize for any reason, Winner will forfeit the prize and TFF may, at its option and in its sole discretion, select an alternate winner or the prize may not be awarded. All of the prize elements are subject to change and shall be determined by TFF in its sole discretion.
12. Approximate retail value of the prize is up to US\$10,000. TFF will have no further obligation to Finalists. Any difference between stated value and actual value will not be awarded. Certain restrictions, as determined by TFF, may apply. If Winners cannot comply with these restrictions or any other portion of these Official Rules, the prize will be forfeited in its entirety and an alternate Winner will be chosen.
13. OWNERSHIP OF ENTRIES: TFF does not claim any ownership rights in your Entry. By submitting your entry, you agree to be bound by these Official Rules and grant TFF a non-exclusive, fully

paid-up and royalty-free, worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate your Entry, including without limitation the right to distribute all or part of your Entry in any media formats through any media channels.

14. By submitting an Entry, you consent to the use, by TFF, its affiliates, subsidiaries, parents, and licensees, of your name, likeness, and image, in connection with the Event and the TFF Summit and TFF's related marketing activities, in any media or format now known or hereafter invented, in any and all locations, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked.
15. You acknowledge that your Entry is being provided to TFF. You agree that nothing in these Rules grants you a right or license to use the TFF name or any TFF trademark or service mark.
16. **WARRANTIES:** By submitting an Entry, you represent and warrant that your Entry:
  1. Is your own original work;
  2. Does not contain material or images that is, in TFF's sole judgment, obscene, inappropriate, offensive, or defamatory;
  3. Does not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity or other rights of any person or entity; any form of plagiarism is strictly prohibited,
  4. Does not contain malicious code, such as viruses, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information;
  5. Does not and will not violate any applicable law, statute, ordinance, rule or regulation; and
  6. Does not trigger any reporting or royalty obligation to any third party.

TFF is not responsible for paying any royalties in the event that a student team submits copyrighted materials. Any violation of the above terms will result in the potential revocation of participation in the TFF Challenge and/or any rewards.

You further represent and warrant that the rights that you are granting under these Official Rules do not conflict in any way with any other agreement to which you are a party, or with any commitments, restrictions, or obligations that you are under to any other person or entity.

If your Entry contains an image or representation of an identifiable feature of a person other than yourself (for example, if enough of someone else's face were shown so that that person could be identified), then you represent and warrant that you obtained the express approval of that person before submitting your Entry.

17. **LIMITATION OF LIABILITY:** By participating in the Event, you agree to release, indemnify and hold harmless TFF and its respective partners, affiliates, subsidiaries, advertising and promotions agencies, and each of their respective agents, representatives, officers, directors, shareholders, and employees, as well as each judge (collectively "Released Entities") from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising out of your participation in the Event or inability to participate in the Event. Released Entities are not

responsible for any miscommunications such as technical failures related to computer, telephone, mobile device, cable, wireless, or unavailable network or server connections, related technical failures, or other failures related to hardware, software or virus, or incomplete, late or misdirected entries. Any compromise to the fair and proper conduct of this Event may result in the disqualification of an Entry, termination of the Event, or other remedial action, at the sole discretion of the TFF. TFF and its agents shall have the right to remove any Entry from the Event Webpage at any time, if, in their sole discretion, an Entry is determined to be obscene, offensive, inappropriate, or to infringe or violate the rights of any person or entity.

18. **WAIVER:** By entering the Event, you waive all rights to seek injunctive or equitable relief, or to claim punitive, incidental or consequential damages, or attorneys' fees.
19. **LAW & JURISDICTION:** You agree that these terms and the relationship between you and TFF shall be governed by the laws of the United States. Any and all legal actions or claims arising in connection with this Event must be resolved individually, without resort to any form of class action, and must be brought in a court of competent jurisdiction.
20. **TAX INFORMATION:** Except as expressly provided in these Official Rules, all governmental reporting of prizes and all federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use are the sole responsibility of the applicable Winner.

TFF, c/o Syngenta Crop Protection AG P.O. Box Basel 4002 Switzerland