

2018 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 LAW.** By submitting an entry to the 2018 Thought For Food Challenge (“Challenge”), you are agreeing to be bound by the following terms and conditions.
2. **SPONSORSHIP:** The Challenge is sponsored by the Thought For Food Foundation (“Foundation”), a non-profit charity incorporated in Delaware, USA. The Foundation receives financial support from numerous organizations and businesses that help support the Foundation’s mission.
3. **PARTICIPATION:** Participation in the Challenge is voluntary and subject to all applicable federal, state and local laws and regulations. You are responsible for checking and complying with all applicable laws in your jurisdiction before participating in the Challenge. You also are responsible for obtaining all permits, passports, visas, and other government-required documents and permissions needed to participate, and any taxes that may be levied on prize monies.
4. **ELIGIBILITY: The Challenge is open to individuals between the ages of 18 and 35 at time of entry.** In order to participate, teams must be comprised of at least 3 and no more than 5 eligible participants. Teams may be comprised of eligible participants from the same or different disciplines, communities, countries, universities, etc. Only one entry per team. Employees, vendors and contractors of the Foundation and of Foundation donors or their affiliates are not eligible to enter or win.
5. **HOW TO ENTER:** The Challenge will begin on January 15, 2018 and end on May 4, 2018. To enter, sign up via www.tffchallenge.com beginning on January 15, 2018 and ending at 12:00:00 AM Pacific Standard Time on May 4, 2018. Interested participants can sign up at any time in this period.
6. **ROUNDS:** Judging of entries is accomplished in two successive rounds. Winners of the first round (“Round 1”) are automatically advanced to the second round (“Round 2”). Round 1 entries will be accepted from January 15, 2018 until 12:00 AM Pacific Standard Time on May 4, 2018. Only entries completed during this are eligible to advance to Round 2.
7. **JUDGING (ROUND 1):** Round 1 entries will be judged based on innovation, implementation, uniqueness, scientific/technical feasibility, business potential, and team spirit (see 2018 TFF Challenge Participant Pack). From the submissions received, a panel of judges, selected by the Foundation, will identify ten (10) teams (“Finalists”) to advance to Round 2. Finalists will be announced via the Challenge website, email and social media no later than June 4, 2018.

Finalists will be notified directly via email. Finalists will receive a Finalist Information Packet and Agreement, have five (5) business days to respond. Failure to respond after five (5) business days, or failure to fully comply with these Rules and Regulations, will result in disqualification. In the event of disqualification of any Finalist, the prize will be forfeited by that Finalist and the next highest ranked submission, as determined by the judges, will be selected as a new Finalist. Neither the TFF Foundation nor the Challenge are responsible for notifications that are misdirected, addresses that are no longer correct, or for any other reason beyond the control of the Foundation or the Challenge. Judges' decisions are final.

8. PRIZE (ROUND 1): Finalists will receive an expense-paid trip for up to 5 team members ("Trip") to the location of the TFF Global Summit, and participation in the "TFF Pre-Accelerator Program" ("Accelerator"). The prize includes (a) round-trip economy-class airfare from Finalists place of residence to the location of the Thought For Food Summit (location to be determined), (b) hotel accommodations for the duration of the Accelerator and Summit, (c) round trip airport transportation, and (d) meals during the Accelerator and Summit. Any taxes due on the Round 1 prize shall be the sole responsibility of Finalist. 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 the appropriate taxing authority on behalf of Finalist. Prize does not include assistance with other travel costs, document fees, 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 Finalist. 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 Finalist 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.
9. JUDGING (ROUND 2): Finalists from Round 1 will be judged at the Thought For Food Global Summit by a second group of independent judges selected by the Foundation. Finalists will be judged based on innovation, implementation, uniqueness, scientific/technical feasibility, business potential, and team spirit (see 2018 TFF Challenge Participant Pack). At least two (2) team members must be present to win. Judges' decisions are final.
10. PRIZES (ROUND 2): Finalists who complete the Accelerator will be required to present their project live on stage at the Thought For Food Global Summit, which will occur in late 2018 (date and location to be determined). Several prizes will be awarded. After the judges have made their decisions, the prize winners of Round 2 will be notified at the Summit, as well as via social media and press releases, where the winners and the names of the winners will be displayed. 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 \$7,500 USD in grant money to use solely for the purpose of their project. The Kirchner Award winner will receive \$5,000 USD in grant money to use solely for the purpose of their project, selected by the Kirchner Food Fellows and their independent criteria. The Take it to the Farmer award winner will receive \$2,500 USD in grant money to use solely for the purpose of their project, selected by an independent committee determining which innovation most impacts farmers. At TFF's discretion, and if so directed by the award winners 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. Any team that fails to fully comply with these Rules and Regulations will be disqualified. In the event of disqualification, any prize will be forfeited and the next highest team will be selected as the winner.

11. ROUND 2 OBLIGATIONS: Teams must arrive at the location of the TFF Summit one week before the TFF Summit takes place and participate in the full Accelerator and TFF Summit. TFF will have no further obligation to Finalists. 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 Rules & Regulations, 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 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 team 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 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.

12. **OPTION TO INVEST:** The Foundation seeks to assist teams in the advancement of their promising business opportunities resulting from participation in the Challenge. This can be accomplished in several ways, including through assistance in obtaining investment capital and/or through direct investment by Foundation or another entity. Therefore, as a Challenge entrant you may be offered the opportunity to enter into an agreement with the Foundation or another entity identified by the Foundation (“collectively Investor”) granting an option (“Option”) that, upon being exercised by Investor, grants Investor the right to represent the entrants and assist the entrants in securing additional funding to further develop and market products, ideas, concepts, findings, research, markets, software, and business entities that are included in, derived from, or develop as a result of the entry. This could also include the right to present entry related information to other potential investors and other sources of funding. In addition, the Option, upon being exercised by Investor, could grant Investor an equity share in any business, corporation, company or other entity arising from the entry as may be agreed upon between the entrant and Investor.
13. **OWNERSHIP OF ENTRIES:** Foundation does not claim any ownership rights in your entry. By submitting your entry, you agree to be bound by these Rules and Regulations and grant Foundation 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 for promotional purposes, including without limitation the right to distribute all or part of your entry in any media formats through any media channels. You consent to the use, by Foundation, its affiliates, subsidiaries, parents, assigns and licensees, of your name, likeness, and image, in connection with the Challenge 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.
14. **NO USE OF TRADEMARKS:** You acknowledge that your entry is being provided to Foundation. You agree that nothing in these Rules and Regulations grants you a right or license to use the terms Thought For Food, Thought For Food Foundation, TFF, or any Thought for Food, TFF, or Foundation trademark or service mark.
15. **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 Foundation’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 malware, 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.

16. **ROYALTIES, FEES AND CONFLICTS:** Foundation is not responsible for paying any royalties in the event that a team submits copyrighted materials. Any violation of the above terms will result in the potential revocation of participation in the Challenge and/or any rewards. You further represent and warrant that the rights that you are granting under these Rules and Regulations 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 Challenge, you agree to release, indemnify and hold harmless Foundation and its donors, 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 Challenge or inability to participate in the Challenge. 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 Challenge may result in the disqualification of an entry, termination of the Challenge, or other remedial action, at the sole discretion of Foundation. Foundation and its agents shall have the right to remove any entry from the Challenge 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 Challenge, 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 Foundation shall be governed by the laws of the United States. Any and all legal actions or claims arising in connection with this Challenge must

be resolved individually, without resort to any form of class action, and must be brought in a court of competent jurisdiction.

20. **CHANGES:** Foundation reserves the right to make changes to the Rules & Regulations as necessary to comply with applicable laws and regulations, or for any other reason. All entrants will be notified of any changes, and will have the option of withdrawing their entry from the Challenge without penalty.

21. **TAX INFORMATION:** Except as expressly provided in these Rules and Regulations, 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.