

THE WONDERFUL INNOVATION CHALLENGE

OFFICIAL RULES

INTRODUCTION

Challenge Overview: The Wonderful Innovation Challenge (the “*Challenge*”) asks problem solvers to develop and provide innovative solutions to convert pomegranate waste into economic and environmental value. Persons participating in the Challenge will compete for up to \$1,000,000 in funding for their solutions, which will be awarded in the form of a commercial contract for either (i) a commercial and pilot-ready solution or (ii) a pre-commercial solution, as more fully described in the “Award Information” section below and subject to the terms and conditions set forth herein.

Sponsor: The Challenge is sponsored by The Wonderful Company LLC and its affiliates (collectively, “*Sponsor*”).

Official Rules: Each institution, person or group of persons participating in the Challenge (individually or collectively, a “*Participant*” or “*you*”) should read these legal terms (“*Official Rules*”) carefully before submitting an Entry (as defined below) to ensure you understand and agree. Participation in the Challenge will require you to accept, prior to submission, these Official Rules, which constitutes your full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor, which are final and binding. Winning an award is contingent upon fulfilling all requirements set forth herein. The winning Participants will also be required to agree to additional terms as a condition of its selection as a Winner (as defined below). Sponsor reserves the right to take any actions necessary to verify your compliance with these Official Rules before providing an award, including, without limitation, engaging a third party to evaluate the Entry and/or requiring you to provide evidence of permission to use certain third-party materials. Even though you or any other Participant may be announced as a Winner, if your or any such other Participant’s compliance with these Official Rules cannot be verified to Sponsor’s satisfaction, you or such other Participant will be disqualified and, at Sponsor’s sole and absolute discretion and time permitting, an alternate Winner may be selected. Sponsor does not guarantee the accuracy of any information made available in connection with the Challenge (including these Official Rules), ownership of any such information, or the availability of award(s).

CHALLENGE PARTICIPATION

Challenge Period: The Challenge begins on **09/10/2020 at 08:00 PT** and ends on **04/01/2021 at 23:59 PT** (the “*Challenge Period*”).

Entry Submission Period: Participants interested in participating in the Challenge must submit their Entries during the submission period, which opens on **09/10/2020 at 08:00 PT** and ends on **12/07/2020 at 23:59 PT** (the “*Submission Period*”). Sponsor’s computer is the official time keeping device for the Challenge.

Eligibility: The Challenge is open and offered only to (a) individuals who are at least eighteen (18) years old at the time of entry, (b) teams of individuals who are at least eighteen (18) years old at the time of entry, and (c) legal business entities. Void where prohibited or restricted by law. Employees of Sponsor and its parent, affiliates, subsidiaries, advertising and promotion agencies, or any other party associated with the development or administration of the Challenge, and such employees’ immediate family members (parent, spouse, sibling, child, and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related, are not eligible to enter or win. The Challenge is also not open to: (i) internally contracted vendors of Sponsor or its parent/subsidiaries, agents and affiliates; (ii) the immediate family members or members of the same household of any such vendor; (iii) employees or internally contracted vendors of governments and government-affiliated companies or organizations; or (iv) any person whose employer’s guidelines or regulations do not allow entry in the Challenge or acceptance of the award(s).

Eligible Participants may participate in the Challenge as individuals, teams or legal business entities as follows:

- **Individuals:** Participants may enter the Challenge in their individual capacities to develop and submit a single Entry.

- **Teams:** As an alternative to participating as a single individual, a group of individuals may elect to form a team (“*Team*”) and submit a single Entry. Each member of the Team (“*Team Member*”) must meet the eligibility requirements set forth above and accept these Official Rules. Sponsor reserves the right to disqualify any Team if any one (1) Team Member does not meet the eligibility requirements or has not accepted these Official Rules. Teams must designate one (1) individual member as the “Team Leader” for contact and administrative purposes in connection with the Challenge. The Team Leader will be responsible for submitting the Entry on behalf of the Team. An individual may only be a member of one (1) Team. In the event an individual on a Team is disqualified, the Team the individual belongs to and the Entry submitted by the Team will be disqualified.
- **Business Entities:** Participants that are legal business entities (each, a “*Business Entity*”) must enter the Challenge on behalf of their legal business organizations to develop and submit a single Entry. An Entry submitted by a Business Entity Participant must designate one (1) individual member as the “Business Team Leader” for contact and administrative purposes in connection with the Challenge. The Business Team Leader will be responsible for submitting the Entry on behalf of the Business Entity. Any individual who is employed by a Business Entity Participant may not submit an Entry in his or her individual capacity (i.e., as an individual Participant, or as part of a Team).

The Challenge is a skills-based contest and chance plays no part in the determination of the Winners.

The Challenge is subject to all applicable federal, state, and local laws. Confirmation of eligibility will be required prior to receiving any award(s).

How to Enter: To enter the Challenge, visit www.wonderfulinnovation.com (the “*Site*”) during the Submission Period, accept these Official Rules and follow the instructions for submitting an “*Entry*” as described on the Site and below. An Entry must be an innovative solution that can convert pomegranate waste into economic and environmental value. Individuals may submit an Entry individually, as part of a Team, or as a Business Entity. Each Entry must be the original creation of the Participant. Once submitted, Entries may not be cancelled, removed or revoked by the Participant, except as required by applicable law. Sponsor, its affiliates, licensees, successors and assigns are in no way obligated to use or continue to use an Entry.

Participants may only submit one (1) Entry for the Challenge. Participants are responsible for any costs or expenses associated with preparing and submitting an Entry and participating in the Challenge, including, but not limited to, any travel expenses. All Entries suspected of violating any copyright, moral rights, patent rights, trade and service marks, design right, rights in or relating to confidential information (including trade secrets) and any other intellectual property rights (registered or unregistered) throughout the world (collectively, “*Intellectual Property Rights*”), or any local or country law(s) will be ineligible. Participants assume all risk of damaged, lost, late, incomplete, invalid, incorrect or misdirected Entries. All Entries (and related information) shall be deemed collected and judged in the United States of America.

All Entries must be submitted in English.

Each Participant agrees that Sponsor will have the right, but not the obligation, in its sole discretion to contact any Participant at any time during and after the completion of the Challenge.

Terms of Entry Submission: Proof of an uploaded Entry does not constitute proof or evidence that Sponsor received the Entry within the Submission Period or that it is otherwise eligible for the Challenge. All information, ideas and materials provided to Sponsor in connection with the Challenge may be publicly disclosed by Sponsor or its agents, and used for Sponsor’s marketing and public relations activities, in Sponsor’s sole and absolute discretion. Sponsor reserves the right to disqualify and/or remove any Entry or Participant for any reason or no reason within its sole and absolute discretion. Nothing in these Official Rules shall require Sponsor to monitor or edit the Site or any Entries for offensive or otherwise objectionable content. Notwithstanding the foregoing, Sponsor may reject or remove from the Site or the Challenge any Entry which might be considered, offensive, defamatory, obscene, illegal, harmful, in violation of these Official Rules, any policy(ies) available at the Site or that otherwise falls short of Sponsor’s standards. All Participants shall use the Site according to these Official Rules and any policy(ies) available at the Site.

Each Participant shall retain all of its Intellectual Property Rights submitted in connection with its Entry, and Sponsor does not assert any interest in any such Participant's Intellectual Property Rights, subject to (i) Participant's grant to Sponsor of a limited license to disclose certain information submitted by Participant as set forth herein, and (ii) Sponsor's right to reach an agreement regarding an ownership interest in a Winner(s)'s Intellectual Property Rights as set forth herein.

CHALLENGE PROCESS

Overview: The Challenge consists of four (4) rounds (each, a "**Round**"). A general description of each Round and indicative timetable for each Round (including indicative timeframes for decision-making) are detailed below.

Round One: Eligibility Questionnaire, Letter of Intent and Request for Information

To participate in the Challenge, each Participant is required to complete the following on the Site during the Submission Period (the "**Initial Submission**"):

1. Registration and eligibility questions; and
2. A letter of intent in the form of an online questionnaire (to be provided by Sponsor) as described on the Site.

Each Initial Submission along with the other information requested of Participant during the registration process, will be reviewed by the Judging Panel (as defined below) to determine if the Initial Submission meets the eligibility criteria for the Challenge as described in these Official Rules.

After an Entry has been qualified per the process described above, it is deemed to be in Round One, and the Initial Submission is deemed "eligible" and "final" and can no longer be modified by a Participant.

Participant agrees that the information, ideas and materials provided to Sponsor in connection with Round One, and any other information, ideas or other materials otherwise provided to Sponsor in connection with the Challenge, may be publicly disclosed by Sponsor or its agents, and used for Sponsor's marketing and public relations activities, in Sponsor's sole and absolute discretion. Do not provide any detailed information about your process or invention as it will be publicly disclosed, which could be a bar for future patent protection. Only provide general information of your process or invention.

All Personal Information (as defined below) provided by Participants to Sponsor is subject to and will be used in accordance with the terms and conditions set forth in the "Privacy" section below.

Participants will have an opportunity to submit a Request for Information ("**RFI**") from the Sponsor. Submitted RFIs will be reviewed and processed by Sponsor on a rolling basis during the Submission Period. Neither Sponsor nor any of Sponsor's representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of any information provided to you by Sponsor or Sponsor's representatives in response to any RFIs, and you shall not, and shall not be entitled to, rely on any such information so provided by Sponsor or Sponsor's representatives. Neither Sponsor nor any of Sponsor's representatives shall have any liability to you resulting from the use of any such information by you.

From all the Entries in Round One, the Judging Panel will select which Entries are eligible to advance to Round Two. The Judging Panel will make its selections based on the content of the Entries using the Selection Criteria (as defined below) outlined in these Official Rules.

Round One judging will take place between **09/10/2020 – 12/07/2020** on a rolling basis. Participants qualified to advance to Round Two are expected to be announced on or about **12/14/2020**.

Round Two: Full Application

For Round Two, each Participant is required to complete a more robust online questionnaire (to be provided by Sponsor) on the Site (the “**Round Two Submission**”) as described on the Site. Submissions for Round Two will be open between **12/14/2020 – 01/29/2021**.

Participant agrees that the information, ideas and materials provided to Sponsor in connection with Round Two, and any other information, ideas or other materials otherwise provided to Sponsor in connection with the Challenge, may be publicly disclosed by Sponsor or its agents, and used for Sponsor’s marketing and public relations activities, in Sponsor’s sole and absolute discretion. Do not provide any detailed information about your process or invention as it will be publicly disclosed, which could be a bar for future patent protection. Only provide general information of your process or invention.

All Personal Information provided by Participants to Sponsor is subject to and will be used in accordance with the terms and conditions set forth in the “Privacy” section below.

All Round Two Submissions must be received by Sponsor on or before **01/29/2021 at 23:59 PT**. From all the Entries in Round Two, the Judging Panel will select which Entries are eligible to advance to Round Three. The Judging Panel will make its selections based on the content of the Entries using the Selection Criteria outlined in these Official Rules.

Round Two judging will take place between **01/30/2021 – 02/12/2021**. Entries selected by the Judging Panel to advance to Round Three as semi-finalists are expected to be announced on or about **02/15/2021**.

Round Three: Preliminary Virtual Interviews

From all the Entries in Round Two, the Judging Panel will select a number of Entries as semi-finalists to participate in a thirty (30) minute virtual interview with the Judging Panel (“**Interviews**”). From the group of semi-finalists interviewed, the Judging Panel may select up to ten (10) finalists (“**Finalists**”) based on the content of the Entries and Interviews using the Selection Criteria outlined in these Official Rules to advance to Round Four.

Participant agrees that the information, ideas and materials provided to Sponsor in connection with Round Three, and any other information, ideas or other materials otherwise provided to Sponsor in connection with the Challenge, may be publicly disclosed by Sponsor or its agents, and used for Sponsor’s marketing and public relations activities, in Sponsor’s sole and absolute discretion. Do not provide any detailed information about your process or invention as it will be publicly disclosed, which could be a bar for future patent protection. Only provide general information of your process or invention.

All Personal Information provided by Participants to Sponsor is subject to and will be used in accordance with the terms and conditions set forth in the “Privacy” section below.

All Interviews will take place between **02/16/2021 – 02/26/2021**. The specific date and time for each Interview will be arranged by Sponsor with each semi-finalist. All Entries selected by the Judging Panel as Finalists are expected to be announced on or about **03/01/2021**.

Round Four: Final Pitch

From the Finalists selected in Round Three, the Judging Panel may select any number of the Finalists as winners for the Challenge (“**Winners**”), using the Selection Criteria outlined in these Official Rules.

Participant agrees that the information, ideas and materials provided to Sponsor in connection with Round Four, and any other information, ideas or other materials otherwise provided to Sponsor in connection with the Challenge, may be publicly disclosed by Sponsor or its agents, and used for Sponsor’s marketing and public relations activities, in Sponsor’s sole and absolute discretion. Do not provide any detailed information about your process or invention as it will be publicly disclosed, which could be a bar for future patent protection. Only provide general information of your process or invention.

All Personal Information provided by Participants to Sponsor is subject to and will be used in accordance with the terms and conditions set forth in the “Privacy” section below.

Round Four judging will take place virtually on **03/19/2021** starting at **09:00 PT**. Information and details of the final pitch session for Round Four will be provided by Sponsor to the applicable individuals, Team Leaders and/or Business Team Leaders of the Finalists. Each Team or Business Entity Participant that is selected as a Finalist is required to dedicate at least one (1) senior Team Member or business employee, respectively, to attend the final pitch session either virtually or in person at Sponsor's offices. The Finalists will pitch their solutions to a select audience, including the Judging Panel and Sponsor. Others may be invited to attend at the sole discretion of Sponsor.

Winners are expected to be notified on or about **04/01/2021**, subject in part to timely return by the potential Winners of all appropriate documents required by Sponsor. (See the "Affidavits and Releases" section below.) All decisions of the Judging Panel are final, non-appealable, binding, and at the sole and absolute discretion of Sponsor. Potential Winners must comply with all terms and conditions set forth in these Official Rules; winning and receipt of an award is contingent upon verification of eligibility and compliance with all requirements herein. Sponsor will announce the Winners on the Site and attempt to notify them individually by mail, email or telephone (at Sponsor's sole discretion and using the information provided in the Entry).

CHALLENGE JUDGING PROCESS

All Entries received during the Submission Period that meet the eligibility criteria for the Challenge and do not otherwise violate any terms and conditions of the Challenge, as determined by Sponsor in its sole and absolute discretion, will be judged by a panel of judges comprised of representatives of Sponsor (the "**Judging Panel**") to determine which Entries will advance in each Round of the Challenge as outlined in these Official Rules. In Sponsor's sole discretion, Sponsor may engage third-party subject matter experts and partners to serve on the Judging Panel and/or assist with the review of Entries and the selection of Winners of the Challenge.

For each Round, the Judging Panel will make their selections based on the content of the Entries using the following criteria (the "**Selection Criteria**"). The Judging Panel will review and score each Entry on a scale of 0-5 (per each Selection Criteria).

1. Does the solution have the potential to pilot with POM Wonderful? (25%)
2. Does the solution have a strong economic business case? (25%)
3. Is the solution able to process the pomace at commercial scale? (10%)
4. Does the team have the necessary expertise to succeed? (15%)
5. Is the solution innovative? (15%)
6. Is the impact measurable and sizable? (10%)

The duties and responsibilities of the Judging Panel include assessing Entries in all the Rounds and selecting the Finalists and Winners. The Judging Panel has sole and absolute discretion in assessing Entries and selecting Finalists and Winners, and may determine the degree to which Entries meet the Selection Criteria set forth above. Selection of Entries will be at the Judging Panel's sole and absolute discretion. Sponsor does not guarantee that any Entry will be successful. If no Entries meet the Selection Criteria, the Judging Panel, in partnership with Sponsor, may declare or not declare advancing Entries, Finalists or Winners of the Challenge and/or allocate or choose not to allocate any award(s) associated with the Challenge.

The decisions of the Judging Panel are final. Participants agree not dispute any decision of the Judging Panel, and will not have access to their or any other Participants' assessments or scores or the means by which the Judging Panel reached its decisions, unless that information is made public by Sponsor.

AWARD INFORMATION

The total amount of funding available to be awarded in the Challenge is \$1,000,000 USD.

The number of awards to be awarded and average size/duration are subject to the availability of funds and the quality of Entries received.

Awards to provide funding to the Winners for their respective Entries (i.e., idea, solution) will be awarded in the form of a separate commercial contract between Sponsor and the Winners. Winners will receive funding based on the amount requested in their Entries, subject to availability of funds. The commercial contracts could take many forms depending on the development stage of a Winner's solution, including, but not limited to, a lab-scale pilot, funds for testing viability in a commercial scale technology, and/or a commercial offtake agreement.

- **Commercial and Pilot-Ready Solutions:** A Winner who has a commercial or pilot-ready solution that can be implemented in Sponsor's or Sponsor's affiliate's business will enter into a commercial contract with Sponsor for the sale or license of such solution and related services, and such contract will include specific terms and conditions regarding scope of work, deliverables, performance targets, payment schedule, any applicable compliance requirements, any reporting requirements and other terms mutually agreed upon by Sponsor and the Winner.
- **Pre-Commercial Solutions:** A Winner who has a pre-commercial solution that is in a research and development phase will enter into a commercial contract with Sponsor to support the continued development of such solution, and such contract will include specific terms and conditions regarding timeline, milestones, goals, payment schedule, any reporting requirements and other terms mutually agreed upon by Sponsor and the Winner.

If a Winner is unable to participate in or accept an award or any portion of an award for any reason, Sponsor shall have no further obligation to such Winner.

ADDITIONAL REQUIREMENTS FOR WINNERS

As a condition of receiving an award, Winner(s) must agree to comply with the following requirements:

1. Each Winner will enter into a non-disclosure agreement with Sponsor and disclose to Sponsor a detailed description and non-public information relating to or in connection with the Winner's Entry (i.e., idea, solution).
2. For a period of three (3) months after the Challenge Period (the "***Exclusivity Period***"), Winner(s) will exclusively negotiate with Sponsor to enter into a commercial contract to develop and/or utilize a Winner's Entry (i.e., idea, solution) for Sponsor's business purposes.
 - a. The form of commercial contract entered into between Sponsor and a Winner shall depend on whether the Winner has a commercial and pilot-ready solution or a pre-commercial solution as described in the "Award Information" section above.
 - b. If a Winner and Sponsor are unable to successfully execute a commercial contract prior to the expiration of the Exclusivity Period, Sponsor shall have no obligation to offer an award to such Winner.
3. For a period of six (6) months after the Exclusivity Period, Sponsor will have a right of first refusal for any offers made to a Winner by any third party to develop and/or utilize such Winner's Entry (i.e., idea, solution) if no commercial contract is entered into between Sponsor and the Winner during the Exclusivity Period.
4. For a period of two (2) years, Winner(s) will comply with reasonable requests by Sponsor for interviews and appearances, including granting Sponsor the right to use his/her name, likeness and related content in Sponsor marketing campaigns and Sponsor-owned platforms. Winner(s) agree to execute any necessary releases for this purpose.

NOTIFICATION OF WINNERS

Winners will be notified by phone, mail and/or email, at Sponsor's sole discretion. Sponsor's decision will be final in all matters. Sponsor may also send potential Winner(s) an affidavit of eligibility and liability release and, where lawful, a publicity release ("***Release***"). Unless restricted by law, potential Winners receiving such a Release may be required

to complete and return it within the time period specified therein. The award may be forfeited and, in such case, an alternate potential Winner may, at Sponsor's sole discretion and time permitting, be selected from among the remaining eligible Entries (using the Selection Criteria described above), if a potential Winner: (i) cannot be reached; (ii) fails to obtain all signatures on the Release and to return the documents in a timely manner as required pursuant to these Official Rules; or (iii) cannot accept or receive the award for any reason. Sponsor reserves the right to forfeit or award any unclaimed or leftover award(s) at its sole and absolute discretion. All awards are subject to verification of eligibility as determined by Sponsor in its sole and absolute discretion and strict compliance with these Official Rules.

REPRESENTATIONS AND WARRANTIES

By submitting an Entry, Participant represents and warrants as follows:

1. all registration information is complete, accurate and truthful;
2. for individual Participants and Team Participants: no person or entity (including your employer or academic institution) other than you have any right, title or interest in any part of your Entry;
3. for Business Entity Participants: The Business Team Leader (a) is an authorized representative of the Business Entity Participant, (b) is submitting the Entry on behalf of the Business Entity Participant, as an organization, and (c) has obtained all necessary corporate and other approvals from the Business Entity Participant, as an organization, to enter the Challenge and submit the Business Entity's intellectual property, as contemplated under these Official Rules.
4. to the best of your knowledge, your Entry does not and will not infringe or violate any rights of any third party or entity, including, without limitation, Intellectual Property Rights, defamation, privacy, publicity, false light, misappropriation, confidentiality, or any contractual or other rights;
5. your entire Entry is an original work by you, and you have all the rights, licenses, permissions and consents necessary to submit the Entry and to grant all of the rights that you have granted hereunder;
6. you (and any Entries made by you) shall at all times comply with any policy(ies) available at the Site;
7. your Entry does not contain content that is inconsistent with the permissible uses outlined by these Official Rules, including, but not limited to, content that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, vulgar, profane, sexually explicit, obscene, racially or ethnically offensive or otherwise objectionable;
8. you will not upload, post or otherwise transmit any Entry or content that contains software viruses, malware, Trojan horses, worms, timebombs, cancelbots or any other potentially harmful codes or programs that are designed to disrupt, damage, or limit the functioning of any software or hardware; and
9. you are not submitting any confidential, proprietary, or trade secret information.

NO CONFIDENTIAL RELATIONSHIP

No Entry will be received or held "in confidence" and under no circumstance will your Entry create a confidential relationship or obligation of secrecy between you and Sponsor or between you and any other party. Without limitation of the foregoing, you understand and agree that your Entry may be publicly disclosed by Sponsor on the Site, or in other public communications, forums and media. Unless you have been declared a Winner by Sponsor and have entered into a non-disclosure with Sponsor, do not describe your process or invention in detail in your Entry as it will be publicly disclosed, which could be a bar for future patent protection or other protection. You should only provide a general description of your process or invention in your Entry. Before submission, Participants should be guided by their own attorneys as to the desirability of seeking patents or other protection for Entries. Participant acknowledges that Sponsor may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Entry. Accordingly, nothing herein shall prohibit Sponsor from independently acquiring,

developing, or having developed for it, products, concepts, systems, services, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in any Entry. You recognize that other persons or entities may have provided Sponsor or others, or made public, or may in the future submit, or make public, materials that are the same or similar to your Entry. You acknowledge and agree that Sponsor shall have the right to use such same or similar materials, and that you will not be entitled to any compensation arising from Sponsor's use of such materials. In the event that your Entry is identical or similar to the Entry of another Participant, Sponsor reserves the right to score one Entry higher than the other subject to the Selection Criteria set forth in these Official Rules and at the sole and absolute discretion of the Judging Panel.

TAX CONSIDERATIONS

Each Winner will be solely responsible for any local, provincial, country or any other applicable taxes, and any other costs, expenses and fees in connection with the award. Winners will not be entitled to demand any additional payment by reason of any award(s) being subject to any tax, levy or other charge in any jurisdiction. If applicable, the Winner(s) may be issued an IRS Form 1099 or other tax documentation.

AFFIDAVITS AND RELEASES

Except where prohibited, a Participant eligible to win an award will be required to execute an Affidavit of Eligibility, a Liability Release, and a Publicity Release and, if applicable, an IRS W-9 or W-8 form for tax purposes as well as any other documents which may be required by Sponsor, for receipt by Sponsor within five (5) calendar days of the date such documents are dated. Such documents may include a requirement that the Winners obtain written consent from his/her employer or university (in a form provided by Sponsor) that such employer or university has no rights or other interests in the idea submitted by the Participant. In the event of noncompliance with these Official Rules, if a Winner or potential Winner cannot be reached using the contact information provided on the Entry on or within two (2) attempts, or if the Winner notification is returned as unclaimed or undeliverable, the award will be forfeited and, at Sponsor's sole and absolute discretion and time permitting, an alternate potential Winner may be selected. Should a Winner make any false statement(s) in any document required by Sponsor, such Winner will be disqualified and required to promptly return to Sponsor the value of any award received.

VERIFICATION/AUDIT

Participant understands and agrees that Sponsor may (but is not required to) verify, audit or otherwise confirm Participant's identity, registration information, eligibility or other information relating to any Participant or Entry that may aid Sponsor in selecting the Winner(s) of the Challenge. Participant hereby consents to such verification efforts and shall reasonably cooperate fully and in good faith with Sponsor throughout the duration of the Challenge. Sponsor, in its sole and absolute discretion, may disqualify, suspend, remove or otherwise eject any Participant suspected of providing false, misleading or other information that may fail to comply with these Official Rules, any applicable policy(ies) available on the Site, or any other Challenge rules or regulations. Failure by Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

GENERAL CONDITIONS

By participating in the Challenge, Participants (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and its agents and the Judging Panel, which are final and binding in all matters relating to the Challenge. Failure to comply with these Official Rules may result in disqualification from the Challenge. Sponsor reserves the right to permanently disqualify any person it believes has intentionally violated these Official Rules and void all associated Entries.

The Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered or garbled entries, or email; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to

or in connection with the Challenge, including, without limitation, errors or difficulties which may occur in connection with the administration of the Challenge, the processing of Entries, the notification or announcement of the awards, or in any Challenge-related materials. The Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by Site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Challenge.

ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CHALLENGE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.

The Released Parties are not responsible for injury or damage to Participants' or to any other person's computer related to or resulting from participating in the Challenge or downloading materials from or use of the Site. Persons who tamper with or abuse any aspect of the Challenge or the Site or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Entries will be void. Should any portion of the Challenge be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole and absolute discretion to suspend, modify or terminate the Challenge and, if terminated, at its sole and absolute discretion, select the potential Winners from all eligible, non-suspect Entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor.

CONFIDENTIAL INFORMATION

In connection with the Challenge, Sponsor may disclose to you certain confidential and proprietary information and material of substantial value to Sponsor and/or its affiliates (collectively, "***Confidential Information***"). This Confidential Information may be in oral, written or other forms. You acknowledge that the disclosure of any such Confidential Information to third parties will prejudice Sponsor's ability to conduct its business successfully.

To the extent you receive Confidential Information from Sponsor during the Challenge or through a submitted RFI, you agree to preserve such information as confidential. Such Confidential Information includes, but is not limited to: information that could give Sponsor or its affiliates some competitive advantage or the disclosure of which could be detrimental to its interests; information or material which is owned by Sponsor or its affiliates; all information concerning Sponsor or any of its affiliates which is not generally known by the public; and all analyses, compilations, studies, and the like which contain, or are prepared on the basis of, any information or material which Sponsor furnishes to you.

Without Sponsor's prior written consent, which it may give or withhold in its sole and absolute discretion, you will not (a) disclose any Confidential Information to any third party nor give any third party access thereto, nor (b) use any Confidential Information for any reason or purpose other than in connection with your participation in the Challenge. Notwithstanding the foregoing, you may disclose the Confidential Information to your employees, attorneys, accountants, advisors or other authorized representatives (collectively, "***Representatives***") that need to know such Confidential Information in connection with your participation in the Challenge (it being understood that, before disclosing the Confidential Information or any portion thereof to such Representatives, you will inform them of the confidential nature of the Confidential Information and direct them to treat it accordingly). You agree to be responsible for any breach of this Agreement by your Representatives and you agree to promptly notify Sponsor in writing of any misuse or misappropriation of any Confidential Information which may come to your attention.

LIMITATIONS OF LIABILITY AND RELEASE

By participating in the Challenge, Participants agree to release, discharge and hold harmless Sponsor and its affiliates, and all of their respective past, present and future officers, directors, managers, employees, parents, subsidiaries, affiliates, agents, members, shareholders, insurers, servants, divisions, predecessors, successors, representatives, dealers, distributors, retailers, advertising, promotion, and fulfillment agencies, including consultants and legal advisors (collectively, the "***Released Parties***") from and against any claims, causes of action, liability, losses, injuries,

damages, costs and expenses (including attorneys' fees), including, without limitation, personal injury, death or damage to personal or real property, to Participant or any other person or entity arising out of, in whole or in part, directly or indirectly, participation in the Challenge or the acceptance, possession, use or misuse of any award (including any travel or activity related thereto), including, but not limited to: (i) the processing or judging of Entries; or (ii) the administration of the Challenge.

PUBLICITY

Participant acknowledges and agrees that: (i) Sponsor may use the Challenge (including any Entry) for publicity, advertising or other marketing purposes, in any media; and (ii) nothing in these Official Rules grants any Participant a right or license to use any names, trademarks or service marks of Sponsor, or any other Intellectual Property Rights of Sponsor.

Each Winner, by acceptance of an award, except where legally prohibited, grants permission for Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and award information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval.

PRIVACY

All personally identifiable information collected by Sponsor during the Challenge, including, but not limited to, name, mailing address, phone number, email address and any demographic information (collectively, "***Personal Information***"), will be used for the administration of the Challenge and in accordance with Sponsor's privacy policy and YouNoodle, Inc.'s privacy policy. For the administration of the Challenge, Sponsor may share Personal Information with ReFED, Inc., the third-party consultant contracted by Sponsor to be the administrator of the Challenge ("***ReFED***"), and any individual on the Judging Panel. Any questions regarding privacy matters should be directed to Sponsor at the address set out below or YouNoodle, respectively. Please refer to Sponsor's privacy policy located at www.wonderful.com/privacy and YouNoodle's privacy policy located at www.younoodle.com/privacy for important information regarding the collection, use and disclosure of Personal Information in connection with the administration of the Challenge.

COMMUNICATION POLICY

You may sign-up to receive news, updates and other communications by email about the Challenge on the Site (www.wonderfulinnovation.com). Sponsor and ReFED monitor the email inbox, and ReFED may communicate with you about the Challenge on behalf of Sponsor.

CHOICE OF LAW

All disputes, issues and questions concerning (i) the construction, validity, interpretation and enforceability of these Official Rules, (ii) any information, materials, content, agreements or other documents related to the Challenge, or (iii) the rights and obligations of Participants and Sponsor in connection with the Challenge, shall be governed by, and construed in accordance with, the substantive laws of the State of California, U.S.A. without regard to California's choice of law rules.

ARBITRATION OF DISPUTES

Except where prohibited by law, as a condition of participating in the Challenge, each Participant agrees that (i) any and all disputes and causes of action arising out of or connected with the Challenge, or any awards distributed or received, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office in Los Angeles, California, U.S.A.; (ii) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (iii) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will a Participant be permitted to obtain an award for, and such Participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including

attorneys' fees, other than the Participant's actual out-of-pocket expenses (i.e., costs associated with entering the Challenge), and the Participant further waives all rights to have damages multiplied or increased.

RELATIONSHIP OF PARTIES

Each Participant hereby acknowledges and agrees that the relationship between themselves and Sponsor is not a confidential, fiduciary, or other special relationship, and that the Participant's decision to provide the Entry to Sponsor for purposes of the Challenge does not place Sponsor in a position that is any different from the position held by members of the general public with regard to elements of the Entry.

OFFICIAL RULES AND WINNERS' LIST

For a copy of these Official Rules or the names of Winners, please visit the Site (www.wonderfulinnovation.com) or contact Sponsor by mail at info@wonderfulinnovation.com. The list of Winners will be available approximately seven (7) days after the Challenge Period.

SPONSOR

The Wonderful Company LLC, 11444 West Olympic Boulevard, Los Angeles, California 90064