

FORWARD FOOD CHALLENGE CONTEST OFFICIAL RULES

1. Disclosure

NO DONATION OR PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN. A DONATION OR PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

2. Sponsor

The Forward Food Challenge Contest (the "Contest") is sponsored by the Humane Society of the United States, 1255 23rd Street N.W., Suite 450, Washington, DC 20037 (the "HSUS").

3. Dates

The Contest begins at 12:00am Eastern Time ("ET") on November 1, 2021 and ends at 11:59pm ET on April 30, 2022 (the "Contest Period"). The HSUS's computer shall serve as the official timekeeping device for the Contest.

4. Eligibility

The Contest is open only to individual colleges, universities, K-12 schools or school districts, healthcare institutions, hospitals, and food service management companies that are located in the fifty (50) United States or the District of Columbia (collectively, "Institutions"). Institutions that are affiliated with directors, officers, employees, or independent contractors of the HSUS or their immediate family members (each, an "HSUS Person") are not eligible. An Institution is "affiliated" with an HSUS Person if such HSUS Person (a) serves as a director, officer, or trustee of the Institution; (b) has an ownership interest of 35% or more in the Institution; or (c) holds 35% or more of the membership interest in the Institution, if such Institution is a nonprofit organization. The final determination of an Institution's eligibility will be made by the HSUS in its sole discretion. The HSUS may request further documentation to verify an Institution's eligibility, and failure to provide such documentation may result in the disqualification of the Institution.

Individuals are not eligible to enter the Contest; all Entries must be submitted by and with the authorization of an eligible Institution. Institutions must have access to the internet in order to enter. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

5. How to Enter the Contest

All eligible Institutions who register for and successfully complete the Forward Food Challenge (the "Challenge") during the Contest Period will be automatically entered into the Contest. To register for the Challenge, eligible Institutions must visit <http://www.forwardfood.org/challenge> (the "Contest Website") during the Contest Period and complete the short sign-up form (the "Registration Form"). To complete the Challenge, eligible Institutions must do all the following:

- (a) Replace one (1) meat-based dish with one (1) plant-based dish every day for any three (3) weeks during the Contest Period.

- (b) Complete the Challenge's menu planner (the "Menu Planner") with information about the menu changes the Institution made and submit it to nalexander@humanesociety.org before the Contest Period ends. The Menu Planner can be downloaded from the Contest Website.
- (c) Take at least one (1) picture of the plant-based menu items ("Photos") and share the Photos on one (1) or more of the Institution's primary Facebook, Twitter, or Instagram accounts at least once during the Contest Period, using the hashtag #ForwardFoodChallenge (the "Social Media Post").

Upon successful completion of the Challenge, the Institution will receive one (1) entry into the Contest, which shall be comprised of the Registration Form, the Menu Planner, and the Social Media Post (each an "Entry" and collectively, the "Entries"). Each eligible Institution may receive a maximum of one (1) Entry (the "Entry Limit"). Any attempt by an Institution to obtain additional Entries by completing multiple sign-up forms; utilizing multiple/different email addresses, identities, or logins; or using any other methods will void all associated Entries and that Institution may be disqualified. In addition, an Entry is void if it is generated using (a) scripts, macros, bots, or other automated software or programs, or (b) other means or practices that are intended to subvert the integrity of the Contest, as determined by the HSUS in its sole discretion.

By participating, each Institution agrees to be bound by the Official Rules and the decisions and interpretations of the HSUS, which shall be final and binding in all respects.

6. Entry Requirements

To be eligible, an Entry must comply with the following requirements (collectively, the "Entry Requirements"):

- Entries must be submitted in accordance with these Official Rules. Entries submitted before the Contest Period begins or after it ends or received by mail, email, or any method other than as described in § 5 of the Official Rules will not be accepted for entry into the Contest.
- Entries must be in English.
- Entries must be complete and contain all required information.
- The Institution must be the sole owner and copyright holder of all content contained in the Entry including, without limitation, the Photos.
- If the name, likeness, or other identifying information of any individual appears in its Entry, the Institution must have obtained prior permission from such individual (or if such individual is under eighteen (18) years of age, from such individual's parent or legal guardian) to use his/her name, likeness, or other identifying information in the Entry.
- Entries must not contain any material that (a) invades the right of privacy of any individual; (b) infringes any trademark, trade name, trade secret, intellectual property right, or other common law or statutory right; (c) is unlawful, harmful, abusive, harassing, tortious, defamatory, vulgar, obscene, sexually explicit, libelous, hateful, or racially, ethnically, or otherwise objectionable as determined by the HSUS in its sole discretion; (d) violates any applicable local, state, or

federal law or regulation; or (e) violates any term or provision of these Official Rules.

The HSUS alone shall determine whether an entry complies with the above Entry Requirements, and all decisions of the HSUS will be final. If an Entry fails to comply with the above Entry Requirements, as determined by the HSUS in its sole discretion, the HSUS may deem such Entry ineligible. Without limitation, the HSUS also reserves the right, in its sole discretion, to deem any Entry ineligible if it reflects negatively upon the HSUS, the Contest, the Challenge, or any other person or entity; is the subject of a notification of potential infringement or violation of law; is otherwise unsuitable for presentation in a public forum; or for any other reason at the sole discretion of the HSUS.

By participating in the Contest, each Institution represents and warrants that its Entry complies with the Entry Requirements and agrees to indemnify and hold harmless the HSUS from and against any and all third-party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses arising out of or related to any breach or alleged breach of the foregoing representations and warranties.

By participating in the Contest, each Institution agrees to grant to the HSUS, its affiliates, and their legal representatives, successors, and assigns the nonexclusive right and permission to use, modify, adapt, reproduce, publish, and distribute its Entry, or any portion thereof, throughout the world, in any printed form and by any kind of mechanical or electronic or any other method or device of reproduction, publication, and distribution now known or later developed, during the full term of the copyright, and without notification or payment, in connection with the Contest, Challenge and the HSUS's Forward Food program.

7. How the Winning Institution Will Be Determined

Following the end of the Contest Period, the HSUS will review the Entries and, using the information contained in the Meal Planner portion of each Entry, score the Entries based on how much of a reduction in carbon emissions each Institution saved by participating in the Challenge. The Institution with the highest score (i.e., the Institution that achieved the largest reduction in carbon emissions) will be named the winner (the "Winning Institution"). Scoring will take place on or about May 2, 2022. All decisions of the HSUS are final.

8. The Prize

The Winning Institution will receive a greenhouse gas emissions assessment conducted by Dr. Isaac Emery of Informed Sustainability Consulting (the "Prize"). The approximate retail value ("ARV") of the Prize is one thousand four hundred dollars (\$1,400 USD).

The Prize will be awarded according to the terms and conditions set forth in §§ 9-10 below.

9. Prize Terms and Restrictions.

The Prize is not transferable. No substitution of the Prize is permitted except at the sole discretion of the HSUS, and the HSUS reserves the right to substitute the Prize or any portion thereof with another prize of equal or greater value if the Prize becomes unavailable for any reason. No cash prize will be awarded. The actual retail value of the Prize may vary. The Winning Institution will not receive the difference between the actual retail value of the Prize and the Prize's ARV. Any federal, state, or local taxes on the Prize and any expenses related to the acceptance and/or use of the Prize not specified herein as being awarded are the responsibility of the Winning Institution.

To deliver the Prize, the HSUS will connect the Winning Institution with Dr. Emery, and Dr. Emery and the Winning Institution will work to schedule and conduct the assessment at a mutually convenient time. The assessment must be commenced no later than November 30, 2022, or the Prize will be forfeited.

10. Notification of Winning Institution/Prize Claims

The Winning Institution will be notified via email to the address provided on its Registration Form by May 31, 2022. The Winning Institution will be required to complete and sign an Affidavit of Eligibility and Liability Release, a W-9, and, where legal, a Publicity Release, all of which must be returned within thirty (30) days of Prize notification or the Prize will be forfeited and, at the HSUS's sole discretion, may awarded to an alternate winner. If that the Winning Institution is unable to accept the Prize, the Prize will be forfeited and, at the HSUS's sole discretion, awarded to the Institution with the next highest score. Further, in the event of noncompliance with these Official Rules, or if the Prize or the Prize notification is unclaimed or returned as undeliverable, the Prize will be forfeited and, at the HSUS's sole discretion, may be awarded to the Institution with the next highest score.

By accepting the Prize, the Winning Institution consents to the HSUS's use of its name, marks, and other identifying information for promotional and other purposes related to the Contest, the Challenge, or the HSUS's Forward Food program in all media now known or hereafter developed worldwide (including, without limitation, on the HSUS's websites and social media pages) without additional compensation, except where prohibited by law.

By accepting the Prize, the Winning Institution acknowledges compliance with these Official Rules and agrees to release and hold harmless the HSUS, Informed Sustainability Consulting, and each of their respective affiliates, officers, directors, employees, independent contractors, representatives, and agents ("Releasees") from and against any claim or cause of action arising out of participation in the Contest or the receipt, redemption, or use of the Prize, including any injuries or damages of any kind sustained in connection with the use, acceptance, possession, or awarding of the Prize.

RELEASEES MAKE NO WARRANTY, REPRESENTATION, OR GUARANTEE, WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF ANY PRIZE OR ANY PORTION THEREOF.

11. Limitation of Liability

By participating in the Contest, each Institution agrees that Releasees are not responsible for printing, typographical, human or other errors of any

kind in any Contest-related materials or for stolen, lost, late, misdirected, damaged, returned, postage due, separated, undelivered, incomplete, unintelligible, or illegible Entries. Releasees are also not responsible for malfunctions of electronic equipment, computer hardware, or software or other technical problems related to the Contest Website or any other website, including, without limitation, any injury or damage to any computer or computer equipment related to or resulting from participation in the Contest.

By participating in the Contest, each Institution agrees (a) to waive all rights to bring any claim, action or proceeding against any of the Releasees in connection with the Contest; and (b) to forever and irrevocably agree to release and hold harmless each of the Releasees from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with such Institution's participation in the Contest.

If, for any reason, the Contest is not capable of running as planned, or infection by computer viruses, bugs, or tampering, unauthorized intervention, fraud, actions of entrants, technical failures, or any other causes corrupt or infect the administration, security, fairness, integrity, or proper conduct of the Contest, the HSUS reserves the right, at its sole discretion, to disqualify any Entry or Institution and/or to cancel, terminate, modify, or suspend the Contest and, at its sole discretion, award the Prize from among all eligible non-suspect Entries validly received prior to the action requiring such modification. Persons found to be tampering with or abusing any aspect of the Contest, as determined solely by the HSUS, will be disqualified along with all associated Entries. Further, any attempt to deliberately damage or undermine the legitimate operation of the Contest Website may also be in violation of criminal and civil laws. Should such an attempt be made, the HSUS reserves the right to seek remedies and damages (including attorneys' fees) from any such individual to the fullest extent of the law, including criminal prosecution. By participating in the Contest, each Institution agrees that the Contest is governed only by the laws of the District of Columbia for the resolution of all claims and disputes, without regard to its conflict of laws principles.

12. Privacy

Information submitted in connection with the Contest or the Challenge will be treated in accordance with these Official Rules and the HSUS's privacy policy (the "Privacy Policy"), which may be amended from time to time and which is currently available at <http://www.humanesociety.org/privacy.html>. If there is any conflict between these Official Rules and the Privacy Policy, the terms and conditions of the Official Rules shall prevail. **Notwithstanding anything to the contrary contained herein, by participating in the Challenge or entering the Contest, each Institution consents to the HSUS's use of any information submitted in connection with the Contest as may be required to administer the Contest and deliver the Prize.**

13. Name of Winning Institution

For the name of the Winning Institution, please send a stamped, self-addressed envelope to:

The Humane Society of the United States
700 Professional Drive
Gaithersburg, MD 20879
Attn: Farm Animal Welfare

Requests must be received by December 31, 2021.