Almond Board of California's 2024 Tastemaker Trials

Subject to Official Rules available below.

About the Student Competition.

The Almond Board of California's (ABC) Tastemaker Trials is a U.S. national food & beverage product development competition open to teams of postsecondary students (supported by a faculty advisor) studying food science and technology, culinary arts or related degree areas. ABC was established in 1950 and based in Modesto, California, and is dedicated to promoting California almonds to domestic and international audiences. For food professionals at all stages of their careers, the Almond Board of California offers support and partnership in many ways including new technical research, consumer data, educational sustainability materials, and insights into the endless opportunities and innovation for almonds in current and future product development.

The Almond Board of California's Tastemaker Trials will help inspire innovative almond product ideas that leverage almonds' versatility, nutrition and consumer benefits. Students will be asked to consider technical, nutrition, processing and marketing elements behind developing a new product. **This year's competition prompt is powered by Tastewise's Al-informed market intelligence data:**

<u>Almond Snacks Redefining "Intentional Indulgence"</u>

Gen Z and Millennials are snacking more in place of meals, making them an increasingly important part of day-to-day eating. But how can the snacking experience be elevated beyond simple satisfaction?

You are tasked with creating a delicious almond-based snack product that meets one or more of the ways Gen Z and/or Millennials are being intentional about choosing snacks they can feel good about.

You may draw inspiration from (but are not limited to) the following AI-informed U.S. consumption trends from Tastewise's social media, recipe and menu data:

- Sharpening the Lens on Health: Gen Z and Millennials are moving away from "healthy"
 as a general claim, zooming in on specific and personalized areas like fitness, weight
 management, energy, gut health, blood sugar, and stress relief.
- Eco-Conscious Eating: Top claims among Gen Z and Millennials include natural, organic, local produce, sustainability and food waste. Vegan is a prominent dietary claim as younger generations cite environmental and personal health reasons for going plantbased.
- Connectivity through Consumption: Younger consumers view food as a form of self-expression and are embracing smaller treats to meet personal needs and values. "Travel" and "friends" are the top two social setting claims among Gen Z and Millennials. How can snacks provide an indulgent escape, represent globalizing palates, or create shareable experiences?

Up to five finalist teams will be selected from all eligible applications to present their final submission and participate in a virtual judges' Q&A. One winning team will be selected from the five finalist teams and will be awarded with travel, lodging and event passes to IFT FIRST (July 14-17, 2024), a networking

hour at the event, and 12 hours of virtual mentorship from an ABC-appointed panel of technical, marketing, nutrition and R&D experts.

Abbreviated Rules.

No purchase is necessary to enter. A purchase will not improve your chance of winning. The competition begins on December 5th, 2023 and ends at 5:59:59 pm PST on May 17th, 2024 (the "Competition Period"), with intervening deadlines for different rounds of the competition and judging.

The competition will be judged in rounds:

- a. Preliminary Written Submissions (Summary of Product Idea and Approach) Due February 23rd, 2024
- b. Finalist Submissions (Prototype Samples and Video "Pitches") Due April 30th, 2024
 - i. Finalist Virtual Judge Q&As Held May 6-17th, 2024

Any updates to submission or notification deadlines will be communicated by trade@almondboard.com to all parties opted into ongoing Student Competition email communications.

Submission Criteria.

- a. Submissions must:
 - i. Be submitted by the deadlines stated in Official Rules
 - ii. Be submitted by a team of no more than 3 postsecondary students studying food science and technology, culinary arts or related degree areas. All team members must be enrolled at the same school. Each team member must be registered as a student at the school they are representing during the Spring 2024 academic semester
 - iii. Include almonds as a hero ingredient and address the competition prompt/submission criteria (detailed in Official Rules)
 - iv. Be an original work of the submitting team. Include a letter of endorsement from a department head or educator at the school the student entrants attend to certify that the submission is an original work and that the school holds no claim to the work.
 - v. Multiple applications are permitted from the same school, but individual students may only participate in one (1) team's submission during the Student Competition Period. All required elements of an application must be submitted at the same time.
 - vi. Be engaging and based on current guidelines and science.

Application.

<u>Written Submission (Due February 23^{rd,} 2024)</u> The written submission should be submitted with all components via a single <u>Initial Application Form</u> during the Initial Application Period.

In a typed summary, describe your proposal for an almond-based snack product that redefines "intentional indulgence."

b. The written proposal may not exceed 7 pages (excluding the Title Page, detailed below.) It must be typed, in double-spaced 12-point Times New Roman font on 8.5x11" size format with no less than one inch margins.

- c. The Title Page should include the title of the concept, date of submission, Eligible Secondary Education Institution affiliation and student team member names. Do not include names of team members, schools, educators, school affiliation or other identifying information of the team or location anywhere other than on the Title Page, including anywhere in the body of your submission.
- d. All references cited should following the Journal of Food Science Formatting. The list of references should be included at the end of your submission in an appendix section (references will not be included in the 7-page limit.)
- e. Include a separate letter of endorsement from the team's school department head or educator certifying that the submission is an original work and the team's compliance with the competition rules and school policies for participation (including that the school retains no claim of ownership to the submission).

The written submission should be organized by and consider the following sections. The judging panel will evaluate all eligible written submissions using the criteria and point values below and select up to five (5) finalist teams who will proceed to Round Two of the competition.

Judging Criteria	Maximum Point Value
Written summary of Idea: highlight the product description, nutrition or sustainability claims for the Idea, and why the Idea is unique to what's in the market.	20 points
How will the Idea be made? What ingredients do you anticipate using/needing to achieve desired results?	15 points
How will the Idea be portioned/packaged?	10 points
Referencing the Almond Intelligence (Tastewise) prompt, how could the Idea be marketed? How does it appeal to consumers.	15 points
Technical Considerations: outline what technical challenges may occur with respect to the Idea, and how you intend to overcome them. (Ex: If cookies will be gluten-free with almond flour, how will texture be optimized?)	20 points
Safety/Shelf Life: discuss potential hazards or concerns related to food safety and shelf life, and how you intend to overcome or control them.	10 points
Bonus "X-Factor" score: judges score overall submission on quality, novelty and overall use and understanding of almonds.	10 points

Finalist Submission

The five teams with the highest scores will be selected from all eligible applications to compete further as Finalists in the competition. Finalists will be notified by March 11, 2024.

Prototype Samples and Video "Pitches" – Due April 30th, 2024

- f. **Recipe and Prototypes:** Finalist teams will mail sample prototypes of their completed recipes to ABC's panel of judges, and submit their recipes to the <u>Finalist Submission Form</u> by April 30^{th,} 2024. ABC will provide pre-paid shipping labels for each finalist team to use for their sample prototypes. Recipes should be submitted in Excel spreadsheet format and should include:
 - i. Prototype name
 - ii. Yield and Serving Size
 - iii. Ingredients
 - iv. Ingredient amount (g) and percentage
 - v. Required Equipment
 - vi. Preparation Procedure/Steps
 - vii. 3-4 sentence explanation of the final formulation and any key sensory/functional/nutrition highlights
- g. **Video Pitches:** Finalist teams will record a short video "pitch" (5-15 minutes) and submit them to Finalist Submission Form by April 30^{th,} 2024.
 - i. Finalists are encouraged to take an engaging approach to their video pitch to overview the recipe prototype, note key ingredients and processes, and explain why the idea is unique and appealing to the target consumer.
 - ii. Please include photographs or b-roll video of your prototype and detail your team's vision for its branding/marketing and motivational elements of the product.
 - iii. All team members should have a speaking role in the video pitch.
 - iv. Concept descriptions and videos (or excerpts) will be shared to the Nuts about Almond Inspiration LinkedIn page, and the public will be polled on their favorite idea. Bonus points will be awarded to the idea with the most votes on the Nuts about Almond Inspiration LinkedIn page by May 17th, 2024 (see scoring rubric below.) Finalists will be tagged by the page and are encouraged to share with their network for engagement and votes.

Virtual Judge Q&A – Scheduled May 6-17^{th,} 2024

- h. Finalist teams will participate in brief virtual Q&As with the judging panel. These will be scheduled between May 6-17^{th,} 2024 on a case-by-case basis based on team and judge availability.
 - i. Finalists should prepare to answer questions about their thought process and research behind such things including, but not limited to, shelf life/safety, scalability, technical formulation and marketing of the prototype.

Judges will evaluate finalist submissions based on the following criteria, and the highest-scoring team will be recognized as the winner of the 2024 Tastemaker Trials, subject to verification. The Winning Team will be notified on or around May 31st, 2024.

Judging Criteria	Maximum Points Value
PROTOTYPE SAMPLE RECIPE:	35 points
 Almond Prominence (Recipe is an almond-based item; almonds are a hero ingredient) 	
 Functionality (Recipe includes brief explanation on final formulation, explaining what sensory/functional/nutrition contributions the ingredients provide) 	
 Quality of Prototype (Taste and texture of the mailed sample is appealing, and a consumer would enjoy and consider purchasing) 	
VIDEO:	30 points
 Branding/Marketing of Prototype (Video explains why the Prototype is appealing to the target consumer profile, photographs or b-roll video of the Prototype are visually appealing, and the branding and packaging are polished and thought-out) 	
 Compelling Motivational Claims (Video explains potential functional, nutrition, sustainability or other benefits that the product is a fit for, referencing research and regulations) 	
 Overall Video Creativity (Video and Prototype are unique and creatively produced) 	
10-15 MINUTE VIRTUAL JUDGE Q&A	30 points
 Q&A Quality (Finalist Student Team Members field questions with confidence and authority, providing thought-out responses to follow-up questions) 	
Bonus "X-Factor" score awarded to the concept with the most votes on the Nuts about Almond Inspiration page by May 17 th , 2024.	5 points
Total	100 possible points

Award.

Each Finalist team that completes the Finalist round of the competition will be presented with a Finalists' recognition and a curated package of almond swag, technical resources and inspirational snacks for the team to share.

One (1) winning team (up to 3 team members and their supervising educator) will receive:

- i. Event passes for each member to IFT FIRST (July 14-17, 2024), as well as travel and lodging tied to the event
- j. Celebratory networking hour at IFT FIRST
- k. A Thermapen Instant-Read Thermometer for each Winning Team Member
- I. 12 hours of virtual mentorship from an ABC panel of experts including technical/food safety, marketing, nutrition and R&D professionals.

THE TASTEMAKER TRIALS

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO SUBMIT AN ENTRY OR BE AWARDED A PRIZE. A PURCHASE WILL NOT IMPROVE YOUR ABILITY TO WIN. VOID WHERE PROHIBITED BY LAW.

All Team members must review and agree to the Official Rules.

- 1. Sponsor and Overview. The Almond Board of California's Tastemaker Trials (the "Competition") student competition is sponsored by the Almond Board of California ("Sponsor"), 1150 9th St, #1500, Modesto, CA 95354. The Competition involves eligible student teams, overseen by an eligible faculty advisor from their educational institution, submitting a proposal for an almond based product, following the submission criteria and guidelines as set forth in these Official Rules, to be judged in an initial round of judging; and for the five top-scoring teams from that initial round being named as finalist teams and invited to submit further materials (including a sample of the proposed almond based product and recipe) for final judging to determine a single winning team.
- 2. <u>Eligibility</u>. For purposes of the Competition, applicants must enter and compete as a team, and the Team must be comprised of (i) between one and three Eligible Students (as hereinafter defined) and (ii) one Eligible Faculty Advisor (as hereinafter defined) ("Team"). No other individuals, groups or entities may participate on a Team. The Eligible Faculty Advisor may only participate in the Team in an advisory role and not as an active participant. The Eligible Faculty Advisor may not claim ownership to any content or ideas submitted by a Team in the Competition.
 - a. <u>Eligible Student</u>: To be eligible to participate as a student on a Team, at the time of your Team's application into the Competition and throughout the Competition Period (as defined in Section 4, below), you must be (i) a legal resident of one of the fifty United States or District of Columbia, (ii) 18 years of age or older <u>and</u> the legal age of majority in your jurisdiction of residence, and (iii) enrolled in good standing as a postsecondary student studying food science and technology, culinary arts or related degree areas (each an "Eligible Program") at an accredited post-secondary institution located in the United States (an "Eligible Secondary

- **Education Institution**") ("**Eligible Student**"). Teams must consist of no more than three (3) Eligible Students, each of whom must meet the eligibility criteria set forth herein and be in an Eligible Program at the same Eligible Institution throughout the Competition Period.
- b. <u>Eligible Faculty Advisor</u>: To be eligible to participate as the faculty advisor on a Team, at the time of your Team's application into the Competition and throughout the Competition Period, you must be (i) a legal resident of one of the fifty United States or District of Columbia, (ii) 18 years of age or older and the legal age of majority in your jurisdiction of residence, (iii) employed in good standing as a department head or faculty member educator in an Eligible Program at the same Eligible Secondary Education Institution as the Eligible Student members of your Team, and (iv) authorized by the Eligible Institution to agree to the terms set forth in these Official Rules as such terms may affect the Eligible Institution ("Eligible Faculty Member").
- c. <u>Ineligible Participants</u>. The following individuals are ineligible for this Competition, even if they otherwise meet the eligibility criteria set forth herein: employees, officers and directors of the Almond Board of California, its advertising and promotion agencies, and any other entities or individuals involved in the execution, administration, judging or fulfillment of this Competition; along with the immediate family members (defined as parents, spouses, children and siblings; whether biological, adopted, step or in-law) and household members (whether related or not) of each of the foregoing.
- d. <u>Team Member Defined</u>. The Eligible Students and Eligible Faculty Member that comprise a Team shall be referred to collectively herein as the "Team Members" or each as a "Team Member." Certain aspects of the Competition may apply only to the student Team Members, in which case that will be indicated in these Official Rules as "Student Team Members." Certain aspects of the Competition may apply only to the Eligible Faculty Member of the Team, in which case that will be indicated in these Official Rules as "Faculty Advisor Team Member."
- e. <u>Application Limitations</u>. Applications from multiple Teams from the same Eligible Institution are permitted, but individual students may only participate on one (1) Team's submission during the Student Competition Period. An Eligible Faculty Member may serve as an advisor to more than one team from the same Eligible Institution. Applications received in excess of the above stated limitation from a single Team will be void. If an application is received from a Team on which a Team Member has participated in another Team that already submitted an application, that subsequent Team's application will be disqualified.
- 3. <u>Binding Rules</u>. All Team Members must review and agree to these Official Rules. By applying for the Competition, each Team Member warrants that they have read and agree to abide by and be bound by these Official Rules and that they are not prohibited from applying and participating in the Competition. Submission of an application automatically constitutes each Team Member's agreement to be bound by these Official Rules. Each Team Member further agrees that Sponsor shall retain full authority, in its sole discretion, to interpret and administer these Official Rules, and each Team Member agrees to be bound by all decisions and interpretations made in good faith by Sponsor.

4. Important Dates.

- a. <u>Overall Competition Period</u>. The overall Student Competition begins on December 18th, 2023 and ends on or about on May 31st, 2024 when the winning Team is announced (the "Competition Period"). All time periods are based on Pacific Time. Within the Competition Period, there are intervening deadlines for different phases of the Student Competition and for judging, as set forth in these Official Rules.
- b. <u>Initial Application Period</u>. 12:00 a.m. December 18th, 2023 through 11:59 p.m. February 23rd, 2024 ("Initial Application Period").
- c. Initial Judging Period. February 24th, 2024 March 8, 2024 ("Initial Judging Period").
- d. Finalist Notification Period. By March 11, 2024 ("Finalist Notification Period").
- e. <u>Finalist Submission Period</u>. 12:00 a.m. March 12, 2024 through 11:59 p.m. April 30th, 2024 ("Finalist Submission Period").
- f. Finalist Virtual Judging Period. May 6th, 2024 through May 17th, 2024 ("Finalist Judging Period").
- g. Winner Notification. On or around May 31st, 2024 ("Winner Notification").
- 5. Initial Application; How to Apply. To apply to the Competition, the Team should complete and submit one application, which consists of a title page (the "Title Page"), a written proposal (the "Written Proposal") that includes the Team's idea for an almond-based product ("Idea"), and a letter from the Faculty Advisor Team Member (the "Faculty Advisor Certification"), each as described more fully in the subsections below. The Title Page, Written Proposal and Faculty Advisory Certification together with anything else submitted by the Team during the Initial Application Period shall be referred to collectively as the "Application." The application should be submitted with all components via a single Initial Application Form during the Initial Application Period.

a. Title Page.

- i. The Title Page should include the following information:
 - a) Title of the Idea;
 - b) Date the Application is being submitted;
 - c) Eligible Secondary Education Institution affiliation of the Team;
 - d) First and last name of each Student Team Member (maximum of three Student Team Members);
 - e) Email address of each Student Team Member;
 - f) First and last name, and title, of Faculty Advisor Team Member;

- g) Email address of Faculty Advisory Team Member;
- h) LinkedIn links (if applicable) of each Student Team Member and Faculty Team Member
- i) One phone number for a Student Team Member (and the name of the contact for that phone number).
- ii. No other information should be included on the Title Page.

b. Written Proposal and Idea.

- i. The Written Proposal should include the Team's Idea.
- ii. The Idea must:
 - a) be an almond-based product proposal in response to "Almond Snacks Redefining 'Intentional Indulgence'", (the "**Prompt**") further outlined in the <u>Initial Application Form</u>;
 - b) be the original work of the Student Team Members only;
 - c) include almonds as a hero ingredient in the Idea;
 - d) be engaging and based on current guidelines and science
- iii. The written proposal may not exceed seven (7) pages in length (note: this does not include the Title Page or the Faculty Advisor Certification).
- iv. The Written Proposal must be typed, in double-spaced 12-point Times New Roman font on 8.5x11" size format.
- v. All references cited in the Written Proposal should following the Journal of Food Science Formatting. The list of references should be included at the end of your submission in an appendix section (references will not be included in the 7-page limit.)
- vi. Do not include names or otherwise identify Team Members, the Secondary Education Institution or its location, faculty or other educations at the Secondary Education Institution, or any other identifying information of the team or location in the body of your Written Proposal.
- vii. The Written Proposal should be submitted by one Student Team Member on behalf of an eligible Team (each Team Member must agree to abide by and be bound by these Official Rules and the decisions of the Sponsor and judges; and each Team Member may be required to sign an agreement indicating their agreement to these Official Rules as a condition of continued consideration in the Competition, at any time upon Sponsor's request for same);
- c. Faculty Advisor Certification. The Application must include a Faculty Advisor Certification completed and signed by the Faculty Advisor Team Member certifying that the Application (including the Written Proposal and Idea) are an original work of the Student Team Members, and that neither the Faculty Advisor nor the Eligible Secondary Education Institution has any claim (including any ownership claim or any intellectual property claim) to any portion of the Application. A form letter for the Faculty Advisor Team Member to use can be found here.

6. Initial Judging.

- a. A panel of qualified judges will judge all eligible Applications submitted during the Initial Application Period based on the criteria set forth in Table 6.b., with the maximum number of points available for each criteria as set forth in Table 6.b.
- b. Table 6.b.

Judging Criteria	Maximum Point Value
Written summary of Idea: highlight the Idea description, nutrition or sustainability claims for the Idea, and why the Idea is unique to what is already in the market.	20 points
How will the Idea be made? What ingredients do you anticipate using/needing to achieve desired results?	15 points
How will the Idea be portioned/packaged?	10 points
Referencing the Almond Intelligence (Tastewise) prompt, how could the Idea be marketed? How does the Idea appeal to consumers.	15 points
Technical Considerations: outline what technical challenges may occur with respect to this Idea, and how you intend to overcome them. (Ex: If cookies will be gluten-free with almond flour, how will texture be optimized?)	20 points
Safety/Shelf Life: discuss potential hazards or concerns related to food safety and shelf life, and how you intend to overcome or control them.	10 points
Bonus "X-Factor" score: judges score overall submission on quality, novelty and overall use and understanding of almonds.	10 points
Total	100 possible points

- c. <u>Finalist Teams</u>. The eligible Applications that receive the five (5) highest scores will be invited to participate in the Competition as finalists in Round 2 of the Competition, subject to verification (each such Team a "Finalist Team"). In the event of a tie, the tie will be broken based on the tied Team that has the highest X-Factor score.
- d. <u>Finalist Team Notification and Verification</u>. Potential Finalist Teams will be notified via email by March 11, 2024 (the "Finalist Notification"), and each Team Member will be required to

execute, sign and return an Affidavit of Eligibility and Liability/Publicity Release (where legal) and Confirmation of Availability for IFT FIRST Trip if chosen as the Winning Team (the "Finalist Verification Forms") within seven days of the send date on the Finalist Notification in order for the Team to be verified as a Finalist Team, move to Round 2 of the Competition and receive a Finalist Award (as detailed in Rule 9, below). If a Finalist Notification is returned as undeliverable, if any Team Member fails to execute, sign and return their Finalist Verification Forms within the time-frame specified, if a Team declines to move on in the Competition, or if a Team or any Team Member is determined to be ineligible or in violation of these Official Rules, that Team will be disqualified and will forfeit their right to the Finalist Award and to move on to Round 2. In such case, Sponsor will have the option (in its sole discretion) to notify the next highest scoring Team that it has been selected to be a potential Finalist Team, pending verification as detailed in this subsection d.

- 7. Competition Round 2 Finalist Submissions. To participate in Round 2 of the Competition, Finalist Teams must submit a recipe for the Idea they submitted in their Application ("Recipe"), an executed prototype of the Idea that follows the Recipe and is suitable and safe for sampling by the judges ("Prototype"), and a video pitch about their Idea (the "Video Pitch") all for receipt no later than April 30, 2024. In addition, the Finalist Team must participate in a virtual question and answer session with the judging panel (the "Q&A"). The Recipe, Prototype, Video Pitch, and Q&A shall be referred to collectively as the "Finalist Submission."
 - **a.** <u>Recipe.</u> Recipes should be submitted in Excel spreadsheet format and uploaded to the <u>Finalist Submission Form</u> by 11:59 p.m. PT on April 30, 2024, and should include:
 - i. Idea name
 - ii. Yield and Serving Size
 - iii. Ingredients
 - iv. Ingredient amount (g) and percentage
 - v. Required Equipment
 - vi. Preparation Procedure/Steps
 - vii. 3-4 sentence explanation of the final formulation and any key sensory/functional/nutrition highlights, as well as notes on ease of commercial scalability of the final recipe

b. Prototype.

- i. Prototypes must follow the Recipe and Finalist Teams should send enough Prototype to be sampled by four (4) judges.
- ii. Sponsor will provide pre-paid shipping labels for each Finalist Team to use.
- iii. Finalist Teams are responsible for shipping their Prototypes to Sponsor using the pre-paid shipping labels provided for receipt by Sponsor on or before April 30, 2024.
- c. <u>Video Pitches</u>. Finalist Teams must record a short video (no less than five minutes and no longer than fifteen minutes) presenting their Idea to the judges. The Video Pitch should be uploaded to the <u>Finalist Submission Form</u> by 11:59 p.m. PT on April 30, 2024.

- i. Finalist Teams are encouraged to take an engaging approach to their Video Pitch to overview the recipe Prototype, note key ingredients and processes, and explain why their Idea is unique and appealing to the target consumer.
- ii. Finalist Teams should include photographs or b-roll video of their Prototype and detail their Team's vision for its branding/marketing and motivational elements of the Idea.
- iii. All Finalist Student Team Members should have a speaking role in the video pitch.
- iv. Concept descriptions and videos (or excerpts) will be shared to the Nuts about Almond Inspiration LinkedIn page, and the public will be polled on their favorite Idea. Bonus points will be awarded to the Idea with the most votes on the Nuts about Almond Inspiration LinkedIn page by May 17th, 2024 (see scoring rubric below.) Finalist Team Members will be tagged by the page if profiles are available, and are encouraged to share with their network for engagement and votes.

d. Q&A.

- i. Each Finalist Team will participate in a brief Q&A with the judging panel.
- ii. The Q&As will be scheduled between May 6th through 17th, 2024 on a case-by-case basis based on Finalist Team and judge availability.
- iii. All Team Members must be present for the Q&A.
- iv. For the Q&A, Finalist Teams should prepare to answer questions about their thought process and research behind shelf life/safety, scalability, technical formulation and marketing of their Idea/Prototype

8. Round 2 Virtual Judging.

- a. Round 2 judging will take place May 6th through 17th, 2024.
- b. A panel of qualified judges will judge all eligible Finalist Submissions based on the criteria set forth in Table 8.c., with the maximum number of points available for each criteria as set forth in Table 8.c.
- c. Table 8.c.

Judging Criteria	Maximum Points Value
 PROTOTYPE SAMPLE RECIPE: Almond Prominence (Recipe is an almond-based item; almonds are a hero ingredient) 	35 points

 Functionality (Recipe includes brief explanation on final formulation, explaining what sensory/functional/nutrition contributions the ingredients provide) 	
 Quality of Prototype (Taste and texture of the mailed sample is appealing, and a consumer would enjoy and consider purchasing) 	
VIDEO:	30 points
 Branding/Marketing of Prototype (Video explains why the Prototype is appealing to the target consumer profile, photographs or b-roll video of the Prototype are visually appealing, and the branding and packaging are polished and thought-out) 	
 Compelling Motivational Claims (Video explains potential functional, nutrition, sustainability or other benefits that the product is a fit for, referencing research and regulations) 	
 Overall Video Creativity (Video and Prototype are unique and creatively produced) 	
10-15 MINUTE VIRTUAL JUDGE Q&A	30 points
Q&A Quality (Finalist Student Team Members field questions with confidence and authority, providing thought-out responses to follow-up	

Total 100 possible points

5 points

Bonus "X-Factor" score awarded to the Idea with the most votes on the Nuts

about Almond Inspiration page by 11:59 p.m. PT May 17th, 2024.

- d. The Team that submits the Finalist Submission that receive the overall highest score will be named the Competition winner, subject to verification (the "Winning Team"). In the event of a tie, a tie-breaking judge will be selected to select which Idea submitted in a Final Submission that judge believes is the most likely to have market success, and the Team that submitted that Idea will be deemed the Winning Team.
- e. The Winning Team will be notified on or around May 31st, 2024 (the "Winning Team Notification").

9. Awards.

questions)

- **a.** <u>Finalist Award.</u> Up to five verified (5) Finalist Teams will be presented with a Finalists' Recognition and a curated package of almond swag, technical resources and inspirational snacks for the Team to share.
- **b.** <u>Winning Team Award</u>. The one (1) Winning Team (up to 3 Student Team Members and their Faculty Advisor Team Member) will receive:
 - i. Event passes for each Team Member to IFT FIRST (July 15-17, 2024), as well as round trip airfare from major airport near the Teams' education institution or place of residence (as determined by Sponsor) and single occupancy hotel accommodations for 3 days/2 nights while at IFT FIRST.
 - ii. Celebratory networking hour at IFT FIRST
- iii. A Thermapen Instant-Read Thermometer for each Student Team Member
- iv. 12 hours of optional virtual mentorship for Team from an ABC panel of experts including technical/food safety, marketing, nutrition and R&D professionals.

The total ARV of the Winning Team Award is \$12,000, and the ARV of each individual Team Member's award is \$3,000 (actual value may vary depending on Winning Teams departure location and fluctuations in travel costs at time of booking). Meals, tips, gratuities and any other expenses not specified in the prize description as being included are the sole responsibility of the winner. If a Team Member is unable to travel on designated dates, the event pass, travel and lodging tied to the event will be forfeited. In the event IFT FIRST is canceled, or IFT FIRST is postponed before or after travel has occurred, that portion of the Winning Team Award will be not be awarded and nothing will be awarded in lieu thereof.

Award recipients are responsible for taxes on their Awards, and may be issued a 1099 for the value of the Award. Awards are non-transferable. Limit one (1) Finalist Award per Finalist Team and one (1) Winning Team Award per winner. If a Winning Team Member is unable to attend the IFT 2024 event, their event pass, travel and lodging tied to the event will be forfeited. Receipt of any award is conditioned upon compliance with all applicable federal, state and local laws, rules and regulations and these Official Rules. No Award substitutions or cash redemptions allowed by Finalists or Winners; but Sponsor reserves the right to award an alternative Award if featured Award (or any portion thereof) becomes unavailable to award (in Sponsor's sole discretion) (other than as otherwise specifically contemplated herein).

If any Team rejects the Winning Team Award (or any portion thereof), or in the event of noncompliance with these Official Rules by any potential Winning Team or one (or more) of its Team Members, such potential Winning Team will be disqualified and will forfeit any claim to the Winning Team Award, and Sponsor reserves the right (in Sponsor's sole discretion and time permitting) to notify the Team with the next highest scoring Finalist Submission to receive the prize, subject to verification. Upon forfeiture, no compensation will be given.

The total ARV for all Awards available to be awarded in the Competition is \$12,000.

10. General Rules.

- a. All materials (in whole or in part) submitted at any stage of the Competition by or on behalf of a Team, including without limitation in the Application or Finalist Submission or at any other time, shall be collectively referred to herein as that Team's "Submission."
- b. All Submissions must be received by the deadlines stated in these Official Rules, as determined in Sponsor's sole discretion and based on Sponsor's clock.
- c. All written and spoken portions of the Submission must be in the English language.
- d. Submissions must (in Sponsor's sole discretion):
 - i. be the Team's own original work;
 - ii. not have been previously published;
 - iii. not have been submitted in previous competitions;
 - iv. not have been submitted as school work;
 - v. not have been completed in the course of employment or for compensation;
 - **vi.** not have received previous awards;
- vii. not violate or infringe upon rights of any third party, including but not limited to their copyrights, trademarks, rights of privacy, publicity rights or other intellectual property;
- viii. not use the names, images, voices, likenesses or other indicia or references to any person, living or dead ("Identity"), other than Team or Team Member's own Identity;
 - ix. not use third party trademarks, logos or trade dress;
 - x. not defame, misrepresent or contain disparaging remarks about Sponsor, almonds, or any other third parties (including individuals or entities), or any products or services of any third parties;
 - xi. not contain any protection feature designed to prevent its use, or any computer virus or other similar programs;
- **xii.** not contain content that:
 - a) is sexually explicit or suggestive;
 - **b)** is violent or promoting violence toward others;
 - c) is inconsistent with a "G" audience rating;
 - **d)** is derogatory of any ethnic, racial, gender, religious, professional or age group;
 - e) is profane or pornographic, or contains nudity;
 - f) is illegal or violates any law;
 - g) contains materially dangerous, inappropriate or irresponsible behavior
 - h) promotes the use of alcohol, drugs, tobacco, firearms/weapons;
 - i) promotes a political agenda or message;
 - j) is obscene or offensive;
 - k) endorses any form of hate;
 - xiii. not be encumbered in any way that would prevent Sponsor use as contemplated in these Official Rules; and
 - **xiv.** not be inconsistent with the image and values of Sponsor, and must be consistent with and satisfy the purpose of the Student Competition.
- e. Submissions must comply with these Official Rules, the decisions of the Sponsor, and the Judges.
- f. Sponsor reserves the right to cancel or modify the Competition in the event an insufficient number of eligible Applications are received to be used in the Initial Judging.

- g. Multiple Applications are permitted from the same Eligible Secondary Education Institution but individual students may only participate on one (1) Team's Submission.
- h. All Team Members must have a valid email address. No automated entry devices and/or programs permitted. Sponsor's receipt of Submissions will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, damaged, postage-due, misdirected, technically corrupted or garbled Submissions (or any portion thereof), all of which may result in a Team's disqualification. Sponsor is not responsible for problems of any kind whether mechanical, human or electronic. Only fully completed Submissions (for the level at which they are being submitted) are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor. Any attempt by any Team or individual Student Team Member to obtain more than the stated number of Applications by using multiple/different accounts, identities, or any other methods of participation will void all Applications/Submissions with which that Team or individual is involved, in Sponsor's sole discretion. In the event of a dispute as to the identity of an account holder, the authorized account holder of the email address must match the name of the Team Member stated to have that email account. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. A Team Member may be required to show proof of being the authorized account holder.
- i. <u>Conflicts</u>. In the event there is a discrepancy or inconsistency between statements contained in any Competition materials and the terms and conditions of these Official Rules, the Official Rules shall prevail, govern and control.

11. Ownership and Usage Rights in Submissions and Teams

- a. The physical Submissions become the property of Sponsor and will not be returned.
- b. Subject to the grant of rights set forth herein, all rights, titles and interest in and to any intellectual property conceived or produced by the Team in the in the Submission, including copyright in the Submission, shall be retained by the Team, subject to any agreements amongst or by the members of the Team provided such agreements do not limit or impact the rights granted to Sponsor herein.
- c. By applying, each Team Member warrants and represents that the information contained in the Submission is true and correct in all material respects and that Sponsor may rely on such information in its efforts to comply with applicable laws and regulations <u>and</u> that: (a) the Submission is the Student Team Member's own creation; (b) the Submission, and/or the development and/or execution of the Idea included in the Submission, will not violate or infringe on any rights of any third parties; (c) the Submission is in all respects free and clear of any claims or rights of third parties; and (d) the Submission, and/or the development and/or execution of the Idea included in such submission, does not contravene any contractual, legal or other obligation.

- d. Sponsor's Rights in and Use of Submission. By submitting an Application and all other portions of a Submission, each Team Member grants to Sponsor a royalty-free, irrevocable, perpetual, non-exclusive, transferable, license to use, reproduce, modify, publish, create derivative works from, and display such Submission, in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including but not limited to on any and all Internet media, including its web sites and properties (e.g., http://siggis.com/) and on social networking sites (i.e., Facebook, YouTube, Twitter etc.), for any legal purpose whatsoever. BY SUBMITTING AN APPLICATION, EACH TEAM MEMBER GRANTS SPONSOR AND THOSE AUTHORIZED BY SPONSOR THE RIGHT TO POST THE SUBMISSION, IN WHOLE OR IN PART, ON WEBSITES AND SOCIAL MEDIA SITES FOREVER WITHOUT ANY ADDITIONAL PERMISSION BEING REQUIRED TO TEAM MEMBERS OR COMPENSATION MADE TO TEAM MEMBERS. Teams understand and agree that Submissions may be cut, edited, reformatted, rearranged, combined with other materials and/or otherwise modified, in the sole and absolute discretion of Sponsor, including (without limitation) when posted for voting.
- e. <u>Similarity of Ideas</u>. Each Team Member acknowledges that other participants may have used ideas and/or concepts in their Submissions that may be similar in idea or concept to what is included in that applicant's own Submission. Each Team Member understands and agrees that he/she shall not have any claim against any other applicant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.
- f. Conditions/Use of Team Name and Likeness/Release. By submitting an Application in the Competition and/or acceptance of Award, each Team Member grants Sponsor and its licensees permission to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, Submissions and/or any statements made by such Team Member regarding the Competition or Sponsor, participation in and/or success of the Competition for advertising and promotional purposes (including media outreach and press releases), in any form, media or technology now known or later developed, including but not limited to on any and all Internet media, including its web sites and properties (e.g., siggis.com) and on social networking sites (i.e., Facebook, YouTube, Twitter, etc.), for any legal purpose whatsoever, without notice or additional compensation, except where prohibited by law.
- 12. Release of Liability. By submitting an Application and/or participating in the Competition in any way, Team Members and other participants ("Participants") agree to release and hold harmless Sponsor and its licensees, advertising and promotion agencies, and any other individuals or entities involved in the planning, execution, administration or fulfillment of this Competition, along with each of their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the "Released Entities") from and against any and all liability, loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, participation in the Competition, voting, or possession, acceptance and/or use or misuse of an Award, including any travel or attendance at any event that is part of an Award, the receipt of any mentoring in connection with the receipt of an Award, and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other

intellectual property-related cause of action. Team Members who do not comply with these Official Rules, or attempt to interfere with the Competition in any way shall be disqualified. Sponsor is not responsible, and will have the right to cancel, terminate or modify the Competition, if the Competition cannot take place as planned for any reasons or if any Award cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism or any contingency beyond its control.

- 13. Additional Terms. Any attempted form of application other than as set forth above is prohibited; no automatic, programmed; robotic or similar means of submissions are permitted. The Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of application information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to apply the Competition, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in the Competition or downloading any materials in the Competition. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend the Student Competition should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Competition. In such case, Sponsor will select the Finalist Teams/Winning Team (as the case may be) from all eligible Applications/Submissions (depending on stage) received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the application process or the operation of the Competition or any of the websites/social media sites associated with it. Sponsor may prohibit an individual or Team from participating in the Competition or receiving an Award if, in its sole discretion, it determines that said individual or Team is attempting to undermine the legitimate operation of the Competition by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick application programs) or intending to annoy, abuse, threaten or harass any other applicants or Sponsor representatives. CAUTION: ANY ATTEMPT BY A STUDENT COMPETITION TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 14. Limitation of Liability; Disclaimer of Warranties. IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF PARTICIPANT'S PARTICIPATION IN THE COMPETITION, USE OF ANY SUBMISSIONS, POSTING ON OR ACCESS AND/OR DOWNLOAD OF ANY MATERIALS OR INFORMATION FROM ANY WEB SITE OWNED, OPERATED OR CONTROLLED BY SPONSOR OR ITS PARENT OR AFFILIATED COMPANIES, OR ACCEPTANCE OR USAGE OF ANY AWARD OR ANY MENTORING RECEIVED IN CONNECTION WITH THE COMPETITION, OR ANY PORTION THEREOF, AND INCLUDING WITHOUT LIMITATION DAMAGE TO PROPERTY AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DAMAGES FOR BODILY OR PERSONAL INJURY, EVEN IF

SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. WITHOUT LIMITING THE FOREGOING, THE COMPETITION AND ALL AWARDS AND MENTORING ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

15. <u>Disputes; Governing Law.</u> The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules or the Competition. Any controversy or claim arising out of or relating to these Official Rules and/or the Competition shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, City of New York.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the applying of any judgment on an arbitration award in connection with these Official Rules and/or the Competition, Participants irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of New York in the State of New York. Participants agree not to raise the defense of forum non-convenient.

- 16. Privacy/Use of Data. As permitted by law and in accordance with these Official Rules, each applicant agrees that Sponsor may use the information that he/she provides in connection with the Competition for the purposes and within the context of the Competition, for internal purposes, and for any other purposes outlined in these Official Rules and in Sponsor's privacy policy, posted at https://www.almonds.com/privacy-policy-and-terms-of-use. In the event of a conflict between these Official Rules and Privacy Policy, these Official Rules shall control.
- **17.** <u>Winning Team</u>. The Winning Team will be notified on or around May 31, 2024 and Winning Team Members will be given five calendar days to individually accept their award. Following the Winning Team's acceptance of the award, Finalist Teams that have not won will be notified of results, and ABC will issue a public announcement regarding Competition results.