

## Fairlife, LLC Grant Program Official Rules

**NO PURCHASE NECESSARY TO ENTER TO BE AWARDED A GRANT.** INTERNET ACCESS IS REQUIRED. THIS GRANT PROGRAM IS INTENDED FOR PARTICIPATION ONLY IN THE UNITED STATES AND SHALL BE CONSTRUED ACCORDING TO, AND GOVERNED EXCLUSIVELY BY, UNITED STATES LAW. DO NOT PARTICIPATE IN THE GRANT PROGRAM IF YOU ARE NOT A LEGAL RESIDENT OF AND PHYSICALLY LOCATED IN ONE OF THE FIFTY UNITED STATES OR DISTRICT OF COLUMBIA AT THE TIME OF ENTRY OR YOU OTHERWISE DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS SET FORTH IN THE OFFICIAL RULES BELOW. If you do not agree to any provision in these Official Rules, do not participate.

**SPONSOR:** fairlife, LLC, 1001 West Adams Street, Chicago, IL 60607.

**ABOUT THE SPONSOR; PURPOSE:** fairlife, LLC is built on the mission to “feed the world.” We understand that doing so requires many different approaches, both globally and locally. Even as we strive to make big changes in agriculture and sustainability, we believe it is equally important to support the efforts taken by our local communities to better their food systems. We acknowledge and respect community leaders who know best the needs of their neighborhoods and families. Thus our Grant Program is designed to support the vision and direction of community-led groups whose missions align with our own.

**ELIGIBILITY:** The fairlife Grant Program (the “Grant Program”) is offered and open only to legal residents of the fifty (50) United States and the District of Columbia (“U.S.”) who are (a) at least the age of majority in their state of legal residence; (b) actively affiliated with an academic, nonprofit or not-for-profit institution, government agency, or commercial entity that is located in the Houston–Woodlands–Sugar Land, Texas Combined Metropolitan Statistical Area (the “Eligible Institution”); and (c) authorized to enter this Grant Program on behalf of his/her Eligible Institution. Each individual and their Eligible Institution are collectively referred to as the “Entrant”. Employees, officers, directors of Sponsor, its parent, subsidiary and affiliated companies, agents, advertising/promotion agencies, individuals engaged in the development, production, or distribution of materials for, administration, judging or implementation of the Grant Program (collectively referred to herein as the “Grant Program Entities”), and the immediate family members (spouse, siblings, children and parents including foster and step-relations) or those living in their same household (whether or not related) as any person in any of the preceding categories are not eligible to enter or win an Grant Award. Void where prohibited or restricted.

**IMPORTANT NOTICE:** Entrants have the responsibility to review and understand their Eligible Institution’s policies, and all applicable laws, rules and regulations (“laws”) regarding eligibility to participate in trade promotions, including this Grant Program. If an individual is participating in violation of their Eligible Institution’s policies or laws, that individual and the Eligible Institution may be disqualified from this Grant Program, or from receiving a Grant Award. Sponsor disclaims any and all liability and responsibility for disputes related to this matter. **The Grant Award will be awarded to the Eligible Institution, not the individual who submitted the winning Entry.**

By entering the Grant Program, each Entrant fully and unconditionally agrees to and accepts these Official Rules, the information provided on the promotional Website(s) and Grant Program-related advertising materials, and the decisions of Sponsor and its authorized representatives, which are final and binding with respect to all matters pertaining to this Grant Program and all elements thereof.

**PROMOTION/ENTRY PERIOD:** The Grant Program begins on or about 12:00 PM CST on May 19, 2019 and ends at 12:00 PM CST, June 19, 2019 (the “Entry Period”), as may be extended in Sponsor’s

sole discretion. All entries must be received during the Entry Period. The clock on Sponsor's server shall be the official time keeping device for this Grant Program. All time referenced in connection with the Grant Program is Central Daylight Time. Entrants are solely responsible for determining the corresponding time zone in their respective jurisdictions, Sponsor disclaim all liability or responsibility relating thereto.

**HOW TO ENTER:** To enter, access <https://fairlife.typeform.com/to/wiWYCY> (the "Website") during the Entry Period, and follow all online directions to complete and submit the online application form. You will be required to submit, among other things: (a) your first and last name; (b) name of your Eligible Institution; (c) your email address; (d) your phone number (e) your Eligible Institution's address (as applicable); and (f) a brief description of the mission of your Eligible Institution or project; (g) your anticipated use of the Grant Award; (h) and a description of why winning a Grant Award is important to you and your community (also referred to herein as the "Entry"). Limit one (1) Entry per Entrant. All required information must be completed to enter and to be considered. Incomplete, ineligible or non-compliant entries will be disqualified. Entries become the property of Sponsor and will not be returned. Once submitted, entries cannot be altered or deleted. Proof that an Entry is submitted or available on the Website is not proof or evidence that the Entry and/or Entrant is eligible. You must enter from within the U.S. Entrants may not enter with multiple or false identities, devices, accounts, employers, IP or e-mail addresses, and/or phone numbers, nor shall Entrants use any other device or artifice to enter. Any suspected use of cheating, fraud, on-line clubs (or similar methods), exchange sites, robotic, automatic, macro, script, programmed or like entry methods as determined in Sponsor's sole and absolute discretion, will void all such entries by such methods, and disqualify any Entrant suspected of using/benefitting from such methods. Without limiting the foregoing, Sponsor has the right to verify Entrants' eligibility and compliance with these Official Rules and, on the basis of its investigation, to disqualify any Entry at any time during or after the Entry Period, and to require immediate Grant Award return if applicable. You may be asked to consent to receive promotional emails, mailings and other information about Sponsor and/or its products; consenting to receive such emails, mailings and information is optional, and is not necessary to enter the Grant Program nor will it increase or improve your chance of winning.

Further, by entering this Grant Program, Entrants hereby represent, warrant and covenant, and agree to produce written evidence of such if requested, that:

- (a) The entry, in whole and in part, does not violate or infringe upon any laws, rules or regulations ("laws"), or any proprietary or intellectual property rights, including copyrights, trademarks, patents, trade secrets, industrial property rights, personal or moral rights, or any other laws or rights whatsoever of any person, government and/or entity;
- (b) The entry, in whole and in part, is submitted to the Grant Program by or with the permission of all persons (living or deceased), venues, government and/or entities who have any right, title and interest in and to the entry or any part thereof or to the Grant Award if the entry is selected as the potential Grant Award winner, and all such persons, venues, governments and/or entities have provided their written consent to submission of the entry and its use pursuant to the Official Rules;
- (c) Entrant has all other rights, licenses, permissions and consents necessary to submit the entry and to grant all of the rights granted to the Grant Program Entities in these Official Rules (and in any written Agreement signed by Entrant), and the exercise thereof by the Grant Program Entities and/or the use by them of the rights granted by Entrant, in whole or in part, does not and will not give rise to any alleged or actual claims, disputes, actions or liabilities, including but not limited to those for disputes or payment of any kind, including without limitation

royalties, residuals, attribution, credit, dues, consultation or any other fees, costs, or expenses;  
and

- (d) Grant Program Entities are not responsible for, and shall be indemnified, defended, released and held harmless for/from any claims, actions or disputes between an Entrant and any other Entrant and/or any other person, government or entity relating to the entry, in whole or in part.

**GRANT AWARDS:** A maximum of five (5) grants shall be awarded under this Grant Program (each a “Grant Award”). Each Grant Award winner as determined by the judging Panel will receive \$2,500. The Grant Awards are non-transferable.

**SELECTION OF WINNER:** Each eligible Entry will be reviewed and judged by a panel of judges (the “Panel”) selected by Sponsor in its sole and absolute discretion. The Panel will select up to ten (10) finalists (each a “Finalist”) based on merits hereinafter described.

Sponsor will attempt to notify Finalists on or about approximately 10 business days following conclusion of the Entry Period, via the contact information provided at the time of entry. If a potential Finalist fails to respond to Sponsor’s notification within five (5) calendar days, Sponsor reserves the right to choose a different potential Finalist based upon the same criteria set forth below. Finalists will then be asked to provide the Panel with certain follow-up information and/or materials which may include, but not be limited to, telephone and/or in-person interviews (the “Finalist Review”).

Following conclusion of the Finalist Review, the Panel will select up to five (5) potential Grant Award winners and notify them on or about approximately ten (10) business days following completion of the Finalist Review, estimated to be on or around thirty-five (35) days from the conclusion of the Entry Period; Date, via the contact information provided at the time of entry.

Entrants understand, recognize and accept that, without fault of the Grant Program Entities, other persons may have provided one or more of the Grant Program Entities, or made public, or may in the future submit, or make public, materials that are the same or similar to Entrant’s entry in whole or in part. Further, Entrants have independent access to, may create or have created technologies, methods, materials and ideas which may be similar or identical in whole or in part to another entry in concept, research theme, idea, format or other respects. In the event that an entry is identical or similar to the entry of another Entrant, the Grant Program Entities reserve the right to score one entry higher than the other, subject to the review criteria set forth herein, in the discretion of Sponsor and the Panel.

Sponsor shall have no liability for any winner notification that is lost, intercepted, not timely or properly responded to, or not received by the potential winner for any reason.

If there is a tie among the Entrants or Finalists, Sponsor (and/or its designated agent), in its sole and absolute discretion, will review the tied Entrants and will break the tie based on its vote. *Sponsor reserves the right NOT to award any/all Grant Award(s) in Sponsor’s sole final determination.* All Grant Awards are subject to Sponsor’s verification of entrant/entry’s eligibility and compliance.

The potential Grant Award winner (the Entrant who submitted the potential winning entry and their Eligible Institution or project, collectively “potential Grant Award winner” and/or “Grant Award winner” as applicable) will be required, in order to receive the Grant Award, to complete, sign, have notarized and return an Affidavit of Eligibility, Liability and, where lawful, Publicity Release within **ten (10) calendar days** of notification. Non-compliance may result in Grant Award forfeiture and an alternate potential winner will be selected from remaining eligible entries on the basis of the score from winner selection

process. If any potential Grant Award winner is/are to be ineligible or have not complied with these Official Rules or declines the Grant Award for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. Any Grant Award winner who is suspected of, or found to have been cheating, engaging in artifice or fraud, ineligible, or non-compliant at any time during or after the Program will be immediately disqualified and the Grant Award forfeited.

**CRITERIA FOR REVIEW:** Each Grant Program application will be evaluated by the Panel (in its sole and absolute discretion) based on the following criteria: (a) how well the Eligible Institution/project and proposed use of the Grant Award align with Sponsor's mission and values of food security, food equality, agriculture, and/or sustainability, and (b) the level of community inclusiveness and engagement included or to be included by the Eligible Institution/project.

**GRANT AWARD FOLLOW-UP:** As stewards of Grant Award dollars and as part of Sponsor's policies and procedures, Grant Award winners shall maintain regular ongoing follow-up communication with Sponsor for the purpose of documenting the impact the Grant Award made on the Eligible Institution/project, and to allow Sponsor to offer certain additional volunteer aid or supporting product. Such follow-up communication shall include, but may not be limited to, at least one on-site visitation by Sponsor during the first calendar year of the Grant Award being provided and one on-site visit in the first quarter following the first calendar year. Grant Award winners that fail to participate in the ongoing communications may be ineligible for future Grant Awards or other support from Sponsor.

**LIMITATIONS OF LIABILITY: BY PARTICIPATING, ENTRANTS AGREE TO THE FULLEST EXTENT PERMITTED BY LAW TO RELEASE, DISCHARGE AND HOLD HARMLESS SPONSOR, OTHER GRANT PROGRAM ENTITIES, AND THEIR PARENT, AFFILIATED AND SUBSIDIARY COMPANIES, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE DISTRIBUTORS, OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES, ASSIGNS AND AGENTS ("RELEASED PARTIES") FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION OR OTHER LEGAL PROCEEDINGS ARE COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE, VIOLATION OF PROPRIETARY, PUBLICITY, PRIVACY OR ANY OTHER RIGHT), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING OUT OF USE OF THE ENTRY IN WHOLE OR IN PART, THE ACCEPTANCE, POSSESSION, USE, MISDIRECTION, OR MISUSE OF A GRANT AWARD OR ANY ELEMENT THEREOF, PARTICIPATION IN THE GRANT PROGRAM AND/OR GRANT AWARD RELATED ACTIVITY OF WHATEVER NATURE, AND ACCESS/USE OF ALL WEBSITES, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES.** Entrants covenant not to sue any Released Party or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit or rescind this release to the fullest extent permitted by law. A waiver by one or more of the Grant Program Entities of any term in these Official Rules does not constitute a waiver of any other provision.

By entering and/or accepting a Grant Award, Entrants and winner hereby irrevocably consent, where lawful, to the use (but without obligation) by Sponsor (and its affiliated companies and their respective authorized representatives) of their name, image, photographs, videotape, likeness, hometown name, biographical information, voice as well as any statements made by winner regarding the Grant Program or Sponsor (provided they are true) for publicity, trade, advertising and promotional purposes in all media

now known or hereafter developed worldwide, including but not limited to the Internet, mobile devices, and World Wide Web, without additional compensation, and without the right of review, notification or approval.

In the event of noncompliance, if an Entrant is or becomes noncompliant or ineligible during or after the Entry Period, or a potential winner fails to respond within the time specified, or cannot be reached within two separate attempts using the contact information (in Sponsor's discretion) provided on the entry, that Grant Award will be forfeited in its entirety and an alternate potential winner will be selected. Grant Award notifications that are unclaimed, returned, unresponsive, untimely, undeliverable, will be forfeited and an alternate potential winner selected. If Sponsor cannot confirm and verify a Grant Award winner after contacting or attempting to contact two alternates, that Grant Award will not be awarded.

Entries may not be acknowledged and will not be received or held "in confidence" or "in trust" and by submitting an entry it does not create a confidential relationship or obligation of secrecy between Entrants and any of the Grant Program Entities. Entrants will not now or in the future be entitled to any approval, rights of compensation, or any other payment; unless adjudged and verified a Grant Award winner pursuant to these Rules, and in such event, only to the extent of the Grant Award. Further, Entrants and Grant Award winners agree that by submitting an entry and/or receiving a Grant Award in the Program does NOT give rise to or in any way create, either express or implied, any employer/employee, joint or co-venture, principle/agent, or any other employment, fiduciary, or other relationship, between them and any one or more of the Grant Program Entities, or any other person or entity. The Grant Program Entities disclaim all responsibility and liability relating to all of the above; by entering Entrants agree to release, indemnify, defend and hold them harmless in all respects thereto.

**TAXES:** There may be some tax implications for Grant Award winners. Sponsor recommends that Award Grant winners review these implications with their legal/tax advisor to determine their potential tax liability, if any, in connection with receiving a Grant Award as part of this Grant Program. If there is any tax liability, it will be the sole responsibility of Award Grant winner and will receive an IRS Form 1099 or equivalent for the value of the grant as applicable.

**GENERAL CONDITIONS:** Neither Sponsor nor any of the Grant Program Entities are responsible for lost, late, misdirected, incomplete, unintelligible, illegible, stolen, returned, or undelivered entries, mail or e-mail, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, or other connections availability, accessibility or traffic congestion, or miscommunications, or failed computer, network, telephone, satellite, cable hardware, software or lines, or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions, or computer hardware or software malfunctions, failures or difficulties, incompatibility, or errors of any kind whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of entry or other information, nor for the failure to capture any such information. Persons who are suspected of tampering with or abusing any aspect of the Grant Program or Website, as solely determined by Sponsor, will be disqualified. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GRANT PROGRAM IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor is not responsible for injury or damage to Entrants' or to any other person's computer or mobile device related to or resulting from participating in this Grant Program or downloading materials from or use of the Website. Everything on the Website is 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, and non-infringement. Should any portion of the Grant Program be, in Sponsor's sole opinion, compromised including but not limited to virus, worms, bugs, non-authorized human intervention,

technical failures or any other causes similar or dissimilar which, in the sole opinion of Sponsor, affect the integrity of the Grant Program or any element thereof, or otherwise corrupt or impair the administration, security, fairness or proper participation, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Grant Program, or any element thereof and select a potential winner from eligible, non-suspect entries received prior to the action taken, or as otherwise deemed fair and appropriate by Sponsor. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any technology, equipment or programming associated with or utilized in the Grant Program, and assumes no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction to, or unauthorized use of the Website. In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account used to enter at the time of entry will be deemed to be the Entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses or phone numbers. If there still remains a dispute, the entry will be deemed to be submitted by the primary individual associated with the account used at time of entry. In the event of any discrepancy, ambiguity, inconsistency, printing or any other error or miscommunication in any advertising, communications, announcements, Grant Program materials and/or any other information relating to this Grant Program, these Official Rules shall govern. Grant Program Entities shall not be liable to Entrants, winner or any other person or entity for failure to execute the Grant Program or supply a Grant Award, or any part thereof, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist act, cyber-attack, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any similar or dissimilar event beyond their reasonable control.

**DISPUTES:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE GRANT PROGRAM SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, U.S.A., WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER LAWS. Entrants are solely responsible for compliance with all applicable laws, rules and regulations including but not limited to tax and similar reporting obligations imposed by federal, state and local authorities. As a condition of participating in this Grant Program, each Entrant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Grant Program shall be resolved individually, without resort to any form of class action, exclusively before a court located in United States District Court for the District of COOK COUNTY or the appropriate ILLINOIS State Court located in COOK COUNTY, U.S.A. Further, in any such dispute, under no circumstances will Entrant be permitted to obtain awards for and hereby waives all rights to claim punitive; incidental; or consequential damages, including reasonable attorneys' fees, other than Entrant's actual out-of-pocket expenses (i.e., costs associated with entering this Grant Program), and Entrant further waives all rights to have damages multiplied or increased.

**PRIVACY POLICY:** For information about how the Sponsor uses personal information collected in connection with this Grant Program, please see its privacy policy, located at <https://fairlife.com/privacy-policy/>.

**WINNER'S LIST:** To obtain the name of the Grant Award winner(s), mail a U.S. sufficiently self-addressed, stamped envelope to be received by September 30, 2019 to: fairlife, LLC – Houston–Woodlands–Sugar Land, Texas 2019 Grant Program Winner's List, 1001 West Adams Street, Chicago, IL 60607.