

## Producer-Led Innovation Challenge Terms and Conditions

Welcome to the 2023 Producer-Led Innovation Challenge (the “Challenge”), hosted by AgriNovus Indiana and presented by Indiana Corn Marketing Council and Indiana Soybean Alliance.

Your entry into the Challenge is deemed acceptance of these Terms & Conditions by each individual currently involved with the business represented (each or together, an “Applicant”). In the event that a winner of the prize fails to satisfy any of the eligibility requirements and/or Terms & Conditions, that prize winner shall not be entitled to the prize and the prize may be awarded to another eligible entrant, or the prize may not be awarded, at AgriNovus Indiana’s sole discretion.

### 1. ELIGIBILITY:

- 1) The Challenge is open to all companies, students and residents. To be eligible, Applicants must be 18 and legal residents of the United States at the time of entry. Employees of AgriNovus Indiana, and employees of sponsor companies of the Challenge are not eligible to compete.
- 2) Applicants must be 18 years of age or older to enter.

### 2. DUTIES OF CHALLENGE APPLICANTS:

- 1) If you participate in the Challenge, you agree to:
  - a. Develop and submit a pitch and executive summary of the solution for evaluation no later than November 17, 2023.
  - b. Attend the AgriNovus Quadrant event on December 6, 2023. During that event, the winning team will be awarded with the grand prize.
  - c. Participate in interviews and communications pieces about the Challenge with media at the local, state and national levels.
  - d. Promote the Challenge in a broad range of opportunities, but not limited to, media interviews, video testimonials, communications pieces, social media promotion and participation.

### 3. HOW TO ENTER

To apply for the 2023 Producer-Led Innovation Challenge, please complete the application found [here](#) by **September 25, 2023**.

#### 4. PRIZES

AgriNovus Indiana will distribute \$25,000 total of prize money to one (1) Applicant as identified on the application found [here](#). The Award will be announced in-person at the AgriNovus Quadrant event in December 2022. A representative from the winning team must be present to receive the award.

AgriNovus Indiana is not responsible for any disputes among team members concerning prize or prize components.

#### 5. EVALUATION CRITERIA

Every Applicant that submits a pitch and executive summary on or before November 17, 2023 will be evaluated as part of the Challenge. Each submission will be evaluated against the following criteria which will be provided to the participants and judges before the submission deadline.

#### 6. CHALLENGE PERIOD/WINNER NOTIFICATIONS

All Challenge Applicants must register by September 25, 2023 for entry into the Challenge. The program will operate from October 2, 2023 to November 17, 2023. All pitch and executive summary submissions are due to AgriNovus Indiana by November 17, 2023. Announcement of the winner of the Challenge will be made in-person on December 6, 2023. Decisions of the judges are final.

#### 7. TAXES

All prize money is taxable and payment of the applicable taxes is the sole responsibility of the winner.

#### 8. INTELLECTUAL PROPERTY

- 1) The ownership rights to each submission will remain with the Applicants.
- 2) The protection of intellectual property rights is the ultimate responsibility of each Applicant. Applicants are urged to mark as CONFIDENTIAL any portion of their entry which they consider to be confidential. Applicants should be careful about disclosing patentable concepts in their entries, as patent applications in the United States must be filed within one year of initial public disclosure.
- 3) Applicant understands and agrees the legal protection of the ideas and plans submitted by the Applicant to the Challenge is the sole responsibility of the Applicant.
- 4) Applicant understands that AgriNovus Indiana, each of the sponsors, judges and mentors

and its directors, officers, employees and consultants are under no obligation to render any advice or service to any Applicant. The views expressed by the individuals/groups listed above are their own and not those of AgriNovus Indiana or any person or entity for whom they work or with which they are associated.

- 5) AgriNovus Indiana does not take any further responsibility to protect the intellectual or other rights of the Applicants.

## 9. ADDITIONAL TERMS AND CONDITIONS

- 1) Entry is Acceptance of all Terms and Conditions. Entry into the Challenge constitutes unconditional agreement to and acceptance of the Terms and Conditions. The Applicant is responsible for ensuring his or her familiarity with the Terms and Conditions.
- 2) Originality of the Work Submitted. The materials submitted via the Challenge Application shall be the original work of the Applicant. Applicant is not under any agreement or restriction which prohibits or restricts his or her ability to disclose or submit the ideas of the concepts in the materials at submission.
- 3) Use of Materials/Privacy
  - a. Applicants acknowledge and agree that the following materials submitted by Applicants will be used in the promotion of the Challenge and will be displayed on a public webpage showcasing the Challenge and the Applicants:
    - i. Names (Account Creator, team members) and Company name
    - ii. Location of business or primary residence (city, county, state)
    - iii. Industry represented by your business
    - iv. Length of time your business has been in operation
    - v. Company Description Abstract (only)
    - vi. Content posted on social media profiles listed in application

*Note: Contact information (email, phone) will only be used by AgriNovus Indiana staff to contact Account Creator for purposes related to the Challenge.*
  - b. The following materials submitted by Applicants that will remain confidential. It will be used solely by AgriNovus Indiana staff in the management of the competition and by the judges for scoring purposes.
    - i. Eligibility Requirements
    - ii. Business Case
    - iii. Release. In consideration of the time, expertise and other resources provided by AgriNovus Indiana, the sponsors, judges and mentors and its directors, officers, employees and consultants, the Applicant, to the full extent permit by law, hereby voluntarily releases AgriNovus Indiana, the sponsors, judges and mentors and its directors, officers, employees and consultants from any and all claims, actions, damages, costs or liabilities of any kind relating to or arising out of Applicant's application for and/or participation in the Challenge. By accepting a prize, winners agree to release AgriNovus Indiana, the sponsors, judges and mentors and its

directors, officers, employees and consultants from any and all liability, loss or damages arising from or in connection with the awarding, advertising, receipt, and/or use or misuse of prize or participation in any prize-related activities.

- iv. License. By entering the Challenge, Applicant represents that he or she has all right to grant and does hereby grant AgriNovus Indiana and its affiliates a royalty-free, worldwide, perpetual, nonexclusive license to non-confidential materials submitted through the Challenge application. AgriNovus Indiana may use, publish, display, distribute, reproduce, edit, adapt and create derivative works from the non-confidential portion of the application in whole or in part, in any media now known or hereafter discovered, including in use on websites, in publications and for promotional purposes, without compensation or prior notice to the Applicant, his or her successors or assigns, or any other entity.