JOHNSON & WALES UNIVERSITY FUTURE FOOD SCHOLARSHIP COMPETITION OFFICIAL RULES

Void where prohibited; void in Colorado, Illinois, Maryland, and North Dakota; and void outside the United States, in Puerto Rico, the U.S. Virgin Islands, and any other United States territory or possession.

Johnson & Wales University ("Sponsor" or "JWU") is offering the Future Food Competition ("Contest") subject to these Official Rules ("Official Rules"). By submitting an entry to the Contest, Contest participants ("Participants") fully and unconditionally agree to and accept these Official Rules.

- 1. The Sponsor: Johnson & Wales University or JWU, 8 Abbott Park Place, Providence, RI 02903.
- 2. The Prize: First prize, which will be awarded to one (1) Participant, is full tuition to JWU for four years, with an estimated fair market value of \$40,000 per year, for a total estimated fair market value of \$160,000 total over four years. Second prize, which will be awarded to nine (9) Participants, is a \$5,000 scholarship to JWU, renewable for four years, with an estimated fair market value of \$20,000 total over four years. Third prize, which will be awarded to ten (10) Participants, is a \$1,000 scholarship to JWU, renewable for four years, with an estimated fair market value of \$4,000 total over four years. No cash or other prize substitution permitted except at Sponsor's discretion. The prize is nontransferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winning Participant.
- 3. How to Enter: During the entry period, Participant must complete the electronic Contest application form, available in the applicant status portal at enroll.jwu.edu/apply, to submit the formula/recipe for a fully composed savory or sweet dish to address one or a number of critical food system challenges. The form is only available to students who have begun an admissions application to Johnson & Wales University, either via the Common Application or JWU application. The form requests Participant name and contact information, high school name, location and contact information, and local press/newspaper contact information, and includes prompts for submitting Participant's savory or sweet recipes/formulas, up to two color photos of the finished plate, and an accompanying essay. Savory entries must include recipes for an entrée and any/all appropriate accompaniments, garnishes, or sauces. Entrees can feature meat proteins, fish and seafood, vegan, or vegetarian ingredients. Sweet entries must include at least four components: an individual serving of the main item, one or multiple sauces, an edible garnish, and a crunch component. All submissions should be developed to conform to the time constraints that will be in place for the in-person finals competition. For savory dishes, this includes 15 minutes for setup, 75 minutes for fabricating/cooking/baking four portions of the finished plate, and 10 minutes for plating (on a 12" round plate). For sweet dishes, this includes 25 minutes for setup, 120 minutes for fabricating/cooking/baking four portions of the finished plate, and 10 minutes for plating (on a 12" round plate). All recipes/formulas must be original and include 100% from-scratch ingredients (no pudding mixes, cake mixes, jarred sauces, dried pasta, etc.) Recipes/formulas must conform to the instructions included in the application form. Essays should be no more than 300 words and must clearly describe how the Participant's original dish addresses a pressing food system concern, which could be, but is not limited to, ecological damage, carbon footprint, food waste, and/or poor nutritional outcomes. Essays must be original work, composed entirely by the Participant.

4. Terms and Conditions:

- a. **Eligibility**. The Contest is open to high school seniors and transfer students who have applied, been accepted, or deposited to an eligible on-ground JWU undergraduate program before January 15, 2024, and are legal residents of the United States with computer and internet access at the time the Contest begins. Eligible programs are: Applied Food Science, Baking & Pastry Arts (A.S. or B.S.), Culinary Arts (A.S. or B.S.), Culinary Nutrition, Culinary Science & Product Development, Dietetics and Applied Nutrition, Food & Beverage Industry Management, Food & Beverage Entrepreneurship, and Sustainable Food Systems. The Contest is void where prohibited, void in Colorado, Illinois, Maryland, and North Dakota, and void outside the United States, in Puerto Rico, the U.S. Virgin Islands, and any other United States territory or possession. All federal, state, and local laws and regulations apply. Participants must be at least 17 years old to enter. Individuals under the age of 17 may not participate or submit information.
- b. Contest Dates and Effective Date of Entries. Contest will begin on October 31, 2023, at 11:59 p.m. EST. The preliminary portion of the Contest will continue until January 15, 2024, at 11:59 p.m. EST, after which preliminary judging will occur. The Contest will end on March 16, 2024, after the final in-person portion of the Contest at JWU's campus in Providence, Rhode, Island. Entries will be effective on the day received. Sponsor is not responsible for and will not accept delayed, illegible, inaccurate, incomplete, late, lost, misdirected, stolen, or undelivered entries. Only one entry will be accepted per person. Any entries not conforming to eligibility or application criteria will be disqualified, as will work deemed not the original work of the Participant, as determined solely in JWU's discretion.
- **Selection and Notification of Winners.** The winning Participants will be determined from all eligible entries received. In the preliminary portion of the Contest, a panel of JWU faculty selected by JWU in its sole discretion will select the top 20 Participants based on the entry's: creativity, completeness, and overall quality of the recipe/formula; plate presentation, as represented in submitted final plate photo; essay content and writing quality; and the effectiveness of submitted recipe/formula for addressing food system challenge(s). The top 20 Participants will be notified by e-mail by February 15, 2024. Participants with the 11th through 20th highest scores as determined by the panel of JWU faculty will, at this time, be notified that they have received the third prize award. The Participants must contact the Sponsor within five days from the date the notification is sent by Sponsor to claim their prize. Failure to contact Sponsor within that five-day period will result in immediate disqualification of the Participant, and a new Participant will be selected based on highest scores. The top 10 Participants will be invited to JWU's Providence campus for the final in-person portion of the Contest. Participants will produce four finished plates of their recipe/formula under timed conditions. Ingredients, kitchen space, and equipment will be provided to Participants for preparing their plates. The winning Participant will be selected by a panel of JWU faculty, JWU staff, and/or guest judges, all selected by JWU in its sole discretion, based on the taste and presentation of the plate. All decisions are final and binding. The other 9 finalist Participants will receive second prize. Second prize and first prize winners will be notified during an awards presentation on the day of the in-person final competition by the dean of the College of Food Innovation & Technology, and via a follow-up e-mail. The winning Participants must contact the Sponsor within five days from the date the notification is sent by Sponsor to claim their

prize. Failure to contact Sponsor within that five-day period will result in immediate disqualification of the winning Participant, and a new winning Participant will be selected. No exceptions will be made to this rule. Sponsor is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify winning Participants.

- d. Use of Images and Recordings. Participants agree to give and grant in perpetuity to Sponsor the irrevocable interest, right, and title use Participant's name, voice, and/or likeness in audio recordings, films, photographs, videos, and other images (collectively, "Images and Recordings") and the right to broadcast, disseminate, distribute, publish, reproduce all such Images and Recordings, with or without Participant's approval for any reason, including educational, marketing, promotional, or other university purposes, without further compensation, unless prohibited by law.
- e. **Odds of Winning**. Winners will be determined in Sponsor's sole discretion by the panelists selected by JWU based on the factors described above.

f. Modification/Termination.

- i. Subject to any governmental approval that may be required, Sponsor reserves the right to, without prior notice and at any time, terminate the Contest, in whole or in part, or modify Contest in any way, should any factor interfere with its proper conduct as contemplated by these Official Rules as determined by Sponsor in its sole discretion.
- ii. Subject to any governmental approval that may be required, Sponsor reserves the right to, without prior notice and at any time, modify or terminate this Contest in the event of any act, occurrence, or reason that it believes would corrupt the administration, fairness, or integrity of the Contest.

g. Release of Liability.

- i. By participating in the Contest, all Participants agree to completely and forever acquit, discharge, and release Sponsor, its respective administrators, advisors, affiliates, agents, assigns, attorneys, consultants, contractors, corporations, directors, employees, joint venturers, legal representatives, managers, members, officers, partners, predecessors, principals, representatives, servants, subsidiaries, successors or successors-in-interest, trustees or the board of trustees, volunteers, and all other natural or non-natural persons acting on Sponsor's behalf, from any actions, arbitrations, causes of actions (at law, in equity, or otherwise), charges, claims (including but not limited to claims ,for contribution or indemnity), contributions, counterclaims, crossclaims, damages (whether from personal, property, or other alleged harms or injuries), defenses, demands, emotional injuries, injunctions, lawsuits, liabilities, losses, losses of consortium (or companionship or service), mediations, obligations, personal and physical injuries (up to and including death), property damages, rights, subrogations, or suits, whether past, present, or future, anticipated or unanticipated, expected or unexpected, foreseen or unforeseen, and whether known or unknown, of any kind or nature, arising out of or relating to their participation in this Contest or the acceptance, use, misuse, or possession of any prize received in this Contest.
- h. **Choice of Law**. These Official Rules shall be construed and enforced in accordance with the substantive and procedural laws, including but not limited to statutes of limitations, of the State of Rhode Island, without reference to the rules of the conflicts

of laws or any choice of law principle that would dictate the application of the law of another jurisdiction. Any claim or controversy arising out of, relating to, or in any manner connected with the Contest shall be filed and adjudicated exclusively in Providence, Rhode Island, in the federal courts in Rhode Island, and, only if such federal courts lack jurisdiction, in the state courts in Rhode Island. Participants hereby consent to and confer exclusive jurisdiction on the aforementioned courts and expressly waive any objections to forum, personal jurisdiction, or venue in any federal or state courts noted herein.

i. **Severability**. If any provision, phrase, or portion of these Official Rules are, for any reason, held or adjudged to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such provision, phrase, or portion so adjudged will be deemed separate, severable, and independent, and the remainder of these Official Rules will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided that the basic purpose of these Official Rules and the benefits to the parties are not substantially impaired.