

# F3 CHALLENGE - CARNIVORE EDITION

## (Official Rules)

*\*Revised September 13, 2019 and August 25, 2020\**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

**IF YOU REGISTER FOR THE F3 CHALLENGE - CARNIVORE EDITION, YOU AGREE TO ABIDE BY THE CHALLENGE RULES AS A VALID AND BINDING AGREEMENT BETWEEN YOU AND ANY PARTICIPATING ENTITY THAT YOU REGISTER AND THE SPONSORS OF THE F3 CHALLENGE - CARNIVORE EDITION. PLEASE PRINT AND KEEP A COPY OF THESE CHALLENGE RULES.**

**BY PARTICIPATING IN THE CHALLENGE YOU ALSO REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER THIS CHALLENGE ON BEHALF OF YOUR COMPANY, YOU HAVE THE ABILITY TO BIND YOUR COMPANY TO THIS AGREEMENT, AND YOU AND YOUR COMPANY'S PARTICIPATION IN THE CHALLENGE IS IN COMPLIANCE WITH ALL APPLICABLE LAWS. SPECIFICALLY, BY ENTERING, YOU REPRESENT THAT:**

- a. Entrant Team is a Company and is either the owner or licensee of each distinct formulation of F3 feed for a carnivorous fish (each distinct formulation, an "**F3 Feed Type**") in one of three categories (each such category, an "**Award Category**"): salmonid, shrimp, or other carnivorous species. The entrant needs to submit a sample for use in this Challenge (each such sample, a "**Submission**");
- b. Entrant Team's Submission(s) will not infringe or violate any patent, copyright, trade secret, trademark or other third-party intellectual property rights;
- c. Entrant Team has all the rights, title, licenses, permissions and consents necessary to use and submit its Submission(s) as part of this Challenge as described in these Official Rules;
- d. All Submissions become the Sponsor's property and will not be returned; and
- e. Entrant Team is responsible for any costs related to its participation in the Challenge.

Note that entering the Challenge does not affect ownership of the intellectual property in Submissions. Entrant Team retains its rights in the intellectual property in its Submission(s).

**BY PARTICIPATING IN THE CHALLENGE, YOU ALSO REPRESENT THAT YOU ARE ELIGIBLE TO PARTICIPATE IN THE F3 CHALLENGE - CARNIVORE EDITION.**

**1. ELIGIBILITY.** The F3 Challenge - Carnivore Edition (“**Challenge**”) is open only to companies that produce, formulate, brand, and sell a fish-free aquaculture feed (“**F3 Feed**”) (each such company, an “**Entrant Team**”) directly to End Customers (defined below) or indirectly through Distribution Channels during the Challenge Period (defined below) for aquacultured salmon, shrimp, or other carnivorous species approved by the judges. Aquaculture feed producers that use contract manufacturers to mill their feed can qualify as an Entrant Team as long as the F3 Feed is manufactured according to the producer’s formula. Channel partners to such Entrant Teams, including but not limited to, their respective suppliers of ingredients, contract manufacturers, processors, distributors, formula licensees, marketers, resellers, and retailers are not eligible on their own to enter the Challenge but can partner with an Entrant Team to enter. Void where prohibited or restricted by law. Companies affiliated with the judges listed below (“**Judges**”) are not eligible to participate in the Challenge. By participating in this Challenge, each Entrant Team agrees to be bound by these official rules (“**Official Rules**”) and the decisions of the Judges in all matters pertaining to the Challenge. “**End Customers**” are individuals, companies, or other legal entities that purchase Qualified F3 Feed for actual consumption in aquaculture operations, and not for resale or commercial distribution to others. “**Distribution Channels**” are individuals, companies or other legal entities that purchase Qualified F3 Feed for resale or commercial distribution to others.

**2. CHALLENGE PERIOD.** The “**Challenge Period**” begins on September 3, 2019 at 12:00:00 am Pacific Time and ends on September 15, 2021 at 11:59:59 pm Pacific Time (“**Final Challenge Deadline**”). Sales of Qualified F3 Feed (defined below) count toward the Challenge beginning on October 1, 2020 at 12:00:00 am Pacific Time. “**Qualified F3 Feed**” means F3 Feed that is in compliance with the F3 Feed Guidelines and Requirements below. The Sponsors’ computer is the official time-keeping device for the Challenge and is on Pacific Time. Entrant Teams can view their sales progress against the self-reported sales of other Entrant Teams by visiting the challenge website at <https://carnivore.f3challenge.org>.

**UPDATE August 25, 2020:** Due to the fast-changing situation with COVID-19, the F3 Team has extended the registration period for the F3 Challenge - Carnivore Edition. Companies may continue to register until a new deadline is announced. A new contest timeline and dates for informational webinars will be shared at that time. HOWEVER, effective October 1, 2020, registered teams may begin recording sales towards their Sales Totals for the competition as long as they have submitted a qualifying feed sample prior to recording sales.

**3. HOW TO ENTER.** To enter, an authorized representative of an eligible Entrant Team must complete all the following steps (“**Entry Requirements**”):

a. **Step 1:** Before 11:59:59 p.m. PT on April 30, 2020, register your Entrant Team by completing the registration form at <https://carnivore.f3challenge.org>. For the avoidance of doubt, for the purposes of this Challenge, including the receipt of the prize, only the Company that submits Registration Information will be considered the representative of the **Entrant Team**

registered under the process below. When sending in your Registration Information, please confirm that the information is complete and accurate.

The representative of the Entrant Team can form partnerships with other companies to join the Entrant Team. If you are partnering with other companies for purposes of aggregating total sales of qualifying F3 Feeds to End Customers, then for each such partner, please provide (1) the name of company and website, (2) the name, title, address, work phone number, mobile phone number, and email address of the contact person at the company, and include (3) a brief description of the partnership, and (4) a description of the partner company's sales territory. Send the aforementioned information (1)-(4) for each partner to [f3fishfreefeed@gmail.com](mailto:f3fishfreefeed@gmail.com). Information about all partners is due before 11:59:59 p.m. PT on November 30, 2020. The registering company and all partnering companies shall be referred to collectively as an "Entrant Team" and shall share a single Registration and Representative.

The foregoing information is collectively referred to as the "**Registration Information.**"

b. **Step 2:** Before 11:59:59 p.m. PT on November 30, 2020, submit your Entrant Team's F3 Feed Type(s) to the Judges for examination by (1) sending a one kg sample of each F3 Feed Type to the University of Arizona at 1140 E. South Campus Drive, Forbes Building, Room 306, Tucson, AZ 85721 USA Attn: Kevin Fitzsimmons and (2) emailing the associated ingredient list for each F3 Feed Type to [f3fishfreefeed@gmail.com](mailto:f3fishfreefeed@gmail.com). "**Feed Type**" means any distinct formulation to be used to feed one or more species or life stages of salmonid, shrimp, or other carnivorous marine life specifying the species that is fed by the feed. Please contact the judges to receive approval for the specific species at [f3fishfreefeed@gmail.com](mailto:f3fishfreefeed@gmail.com). We recognize that formulations may change throughout a species' life stage. Therefore, Entrants must submit all Feeds for different life stages of a species (animal) by the November 30, 2020 deadline. The sample should be submitted with the attending label printed with the guaranteed analysis and list of ingredients and also indicate the Award Category (Salmon, Shrimp or Other Carnivorous Species), Life Stage and Species (animal) that the feed is designated. Note that we do not require that Entrants submit formulations; they only need to submit the ingredient list. Entrants may ship a sample of a commercial bag of feed with the ingredient label sewn on. Entrants may enter multiple Award Categories. Only Entrant Team's F3 formulations sold directly to end customers or indirectly to end customers through Distributors listed on the Entrant Team's registration, will be counted towards Entrant Team sales in connection with this Challenge. No double counting of sales volumes will be allowed.

c. **Step 3:** The registering company must submit its Entrant Team's quarterly sales information for verification by the judges to [f3fishfreefeed@gmail.com](mailto:f3fishfreefeed@gmail.com) on or before all of the following 4 dates:

- i. January 15, 2021 for the sales period from October 1, 2020 to December 31, 2020;
- ii. April 15, 2021 for the sales period from January 1, 2021 to March 31, 2021;

iii. July 15, 2021 for the sales period from April 1, 2021 to June 30, 2021; and

iv. September 15, 2021 for sales between July 1, 2021 and August 31, 2021.

This sales information should include the qualifying F3 Feed sales by each company that is part of the Entrant Team.

Each quarterly sales report must include:

1. the names of all End Customers or distributors that purchased Qualified F3 Feed directly from the registering company or its partners on the Entrant Team and the name of the species that these companies grow. Note that contestants need to contact the judges in advance for approval at [f3fishfreefeed@gmail.com](mailto:f3fishfreefeed@gmail.com);
2. a contact person for each such End Customer or distributor that includes such contact person's full name, title, phone number, and optionally, email address;
3. the volume of Qualified F3 Feed in kilograms delineated by F3 Feed Type sold to each End Customer or distributor in kilograms during the applicable sales period for each Award Category (Salmon, Shrimp or Other Carnivorous species); Species (Animal) and Life Stage the Feed applies, net of deductions for inventory that is resold to avoid double counting.
4. the total aggregate volume of Qualified F3 Feed in kilograms delineated by F3 Feed Type, sold during the applicable sales period, net of deductions for inventory that is resold to avoid double counting.

Sales volumes of partner organizations may be reported in separate documents in a single submission also indicating Award Category (Salmon, Shrimp or Other Carnivorous species), which species (Animal) the Feed applies and life stage, as long as sales volumes do not double count other reported sales volumes. Double-counting of sales is not allowed for any reason and can form grounds for disqualification. The Entrant's sales for all Feeds within an Award Category will be added together to yield a total sum of that Entrant for that Category to determine the winner for that Award Category.

Compliance with the Entry Requirements and ongoing qualification will be determined by Sponsors in their sole discretion. Entrants that violate these Entry Requirements or do not meet the submission deadlines, as determined by the Sponsors, will be disqualified from the Challenge and forfeit all interest in the prizes.

**4. F3 FEED GUIDELINES AND REQUIREMENTS.** For sales to qualify and count toward an Entrant Teams' progress in this Challenge, the F3 Feed sold:

- a. Must be formulated for use by End Customers (as defined above) as aquaculture feed;
- b. May contain genetically modified plant materials;
- c. May contain terrestrial animal by-products; and
- d. Must not contain any ingredients consisting of or derived from marine animals, including but not limited to, fish, squid, shrimp, or krill. While it is acknowledged that aquaculture by-products are a responsible source of fish meal and oils, at this time, testing does not allow for differentiation of aquaculture by-products from wild capture fishery products. As such, aquaculture by-products will not be allowed in feed formulations eligible for this prize.
- e. Must be formulated for one of the “**Award Categories**”: salmonid, shrimp, or other carnivorous species and must specify the species (Animal) that consume the feed, the Life Stage. If you want to enter the ‘Other Carnivorous Species’ Award Category, please see the Judges to determine if your species (Animal) is eligible at [f3fishfreefeed@gmail.com](mailto:f3fishfreefeed@gmail.com).

As determined by the Judges, in their sole discretion, F3 Feed that violates these F3 Feed Guidelines and Requirements will become ineligible to win the prize and disqualified from the Challenge.

## **5. ADDITIONAL EXAMINATIONS.**

- a. **Facility Visits and F3 Feed Samples.** Each Entrant Team shall permit Judges to conduct an examination of the representative companies, each partner companies, End Customers’ and Distributors’ F3 Feed(s). Judges may examine any related production, processing, storage or distribution facilities in order to verify Entrant Team’s compliance with the F3 Feed Guidelines and Requirements, including but not limited to, providing requested feed samples to Judges for laboratory testing. Judges may visit Entrant Team’s, End Customers’, Distributors’ place of business to examine F3 Feed production processes during Entrant Team’s normal working hours with reasonable advance notice. To the extent any facilities are not under the control of the Entrant Team, if requested by the Judges, Entrant Team agrees to facilitate introductions and arrange visits by the Judges with the applicable third parties to inspect the premises and processes. Judges shall pay for the cost of the examination, including but not limited to, laboratory testing.
- b. **Interviews.** By participating in this Challenge, the Entrant Team agrees to provide Judges with the contact information reasonably requested by Judges to interview parties related to the F3 Feed production and sales process, including but not limited to, formula licensees, distributors and End Customers, and production and processing companies. The Entrant Team hereby consents to Judges interviewing such parties for to verify ingredients used in feeds, to verify sales and agree to render all assistance and information reasonably requested by Judges so that they can assess the Entrant Team’s performance in the Challenge. The Entrant Team

also agrees to facilitate introductions and arrange visits by the Judges with such parties if requested by the Judges.

If any F3 Feed violates, as determined by the Judges, in their sole discretion, these terms, or if the Entrant Team does not submit for examination or provide any assistance or information reasonably requested by the Judges, such Entrant Team will be disqualified from the Challenge. Sponsors reserve the right to disqualify an Entrant Team if the Entrant Team's compliance with the F3 Feed Guidelines and Requirements cannot be sufficiently verified to Sponsors' satisfaction for any reason.

**6. SELECTION OF WINNER.** For each Award Category, the Entrant Team determined by the Judges to have sold the most Qualified F3 Feed during the Challenge Period will be the winner. The decision of the Judges is final and binding. In the event of a tie, the prize will be divided equally among the tied Entrant Teams in each Award Category. Sponsors will notify the winner(s) within thirty (30) days of Judges' receipt of Goal Completion Notice by e-mail sent to each winner's email address listed in Sponsors' records.

**ONLY THE FOLLOWING TYPES OF SALES OF ENTRANT'S QUALIFIED F3 FEED WILL BE COUNTED TOWARDS THE ENTRANT'S SALE GOAL FOR THE PURPOSES OF THIS CHALLENGE: SALES TO (1) END CUSTOMERS DIRECTLY BY ENTRANT, (2) SALES TO DISTRIBUTORS DIRECTLY BY ENTRANT, (3) SALES TO END CUSTOMERS DIRECTLY BY FORMULA LICENSEES, AND (4) SALES TO DISTRIBUTORS DIRECTLY BY FORMULA LICENSEES. FOR THE AVOIDANCE OF DOUBT, SALES TO END CUSTOMERS BY ANY DISTRIBUTORS WILL NOT BE COUNTED TOWARDS ENTRANT'S SALES GOAL FOR PURPOSES OF THIS CHALLENGE. NO**

**DOUBLE-COUNTING OF FEED SOLD WILL BE ALLOWED FOR ANY REASON. IF A FORMULA LICENSEE'S SALES ARE INCLUDED IN A REPORT OF A BRAND PRODUCER'S DIRECT SALES TO END CUSTOMERS, THE SAME SALES MAY NOT BE INCLUDED IN THE REPORT OF THE FORMULA LICENSEE'S SALES AND VICE VERSA.**

For example, if an Entrant sells 50 mT of Qualified F3 Feed to a distributor, and the distributor sells 10 mT of Qualified F3 Feed to an End Customer, entrant will only be credited for the 50 mT of Qualified F3 Feed that entrant directly sold to the distributor. Similarly, if an Entrant licenses the formulation for its feed to a Formula Licensee, and the Formula Licensee sells 30mT of Qualified F3 Feed produced using the licensed formula to a distributor, and the distributor sells 10 mT of Qualified F3 Feed to an End Customer, Entrant will be credited for the 30 mT of Qualified F3 Feed that Formula Licensee directly sold to the distributor.

**Sponsors reserve the right to interpret or clarify the types of qualifying sales in their sole discretion. If you have any questions regarding whether a certain type of sales qualifies, please contact the Sponsors at [f3fishfreefeed@gmail.com](mailto:f3fishfreefeed@gmail.com).**

The eligibility of the winner is subject to verification, including but not limited to: a. Verification that product sold is Qualified F3 Feed and b. Verification of sales reports.

Should there be any question as to the qualification of the product sold or the veracity of the sales reports, or in the event that such information cannot be satisfactorily determined, Judges reserve the right to disqualify the Entrant Team and revoke the determination of such Entrant Team as a winner.

If a winner (i) is determined to be ineligible or (ii) fails to respond to the initial verification e-mail within five (5) days of notification or after three (3) attempts (whichever occurs first), the Sponsors reserve the right to disqualify the Entrant Team and select an alternate winner based upon the Entrant Team with the next highest volume of Qualified F3 Feed sold, for each Award Category.

**7. PRIZES.** The winner of each Award Category will be awarded one of the following: (i) \$35,000 US Dollars or (ii) 1/3 of any additional amounts received by Sponsors through fundraising or through crowdfunding through the Challenge website (“**Crowdsourced Funds**”).

If an Entrant is awarded a Prize, the Entrant is responsible for splitting the prize among their Entrant Team partners.

The prizes will be presented to the winners at an industry-related conference following completion of the challenge. Specific conference to be determined. The prizes will only be awarded in United States dollars. The winners must have an individual representative (“**Representative**”) in attendance at the conference in order to accept the prize. In the event that the conference referenced in the foregoing sentence is cancelled, the winners will be informed whether any portion of the prize will be awarded independent of the applicable conference or whether attendance at alternative event(s) is required, provided that such events (i) shall be related to the seafood industry and/or environmental conservation and sustainability and (ii) shall in no event be later than September 15, 2022.

The winners may be required to sign and return an additional notarized Affidavit of Eligibility and Publicity and Liability Release, where allowed by law, and such other documents as may be reasonably requested by Sponsors. Any Representatives may also be required to sign and return a Publicity and Liability Release. Failure to sign and return these documents by the specified return date will result in forfeiture of the prize. All required documentation must be signed and returned within 7 calendar days of issuance.

If winners are disqualified for any reason, including but not limited to the winner’s inability to have a Representative be in attendance at the conference, or failure of winner or Representative to promptly sign required documents, Sponsors may select an alternate winner that is the Entrant Team with the next highest volume of Qualified F3 Feed sold for that Award Category. In case of prize forfeiture, no further compensation is due by Sponsors.

The prizes are non-transferable and no prize substitution is permitted, except at the sole discretion of the Sponsors. If the prizes, or any component thereof, cannot be awarded for any reason, Sponsors reserve the right in their sole discretion to substitute the prizes, or any component thereof, with one of comparable or greater value. All costs and expenses associated with prize acceptance and use not specifically provided herein are the responsibility of each winner. Sponsors have no responsibility for the winner's inability or failure to accept or utilize a prize as described herein.

The winners will be responsible for compliance with applicable tax laws and required to provide any information necessary for the proper reporting of taxes pursuant to any applicable laws, including but not limited to, providing any applicable tax identification numbers. All federal, state, local or other taxes and government or regulatory fees related to participation in the Challenge or acceptance or use of the prizes are solely the responsibility of the winners. The winners agree and acknowledge that Sponsors may be required to withhold and remit a portion of the prize value to a taxing authority to comply with applicable tax laws.

**8. GRANT OF PUBLICITY AND PHOTO RIGHTS.** EXCEPT WHERE PROHIBITED, BY PARTICIPATING IN THE CHALLENGE, THE ENTRANT TEAM ACKNOWLEDGES AND AGREES THAT THE ENTRANT TEAM'S COMPANY AND PARTNER NAME, LOGOS, TRADEMARKS, SERVICE MARKS, LOCATION, AND PHOTOS OF AWARD RECEIPT (INCLUDING IMAGES OF THE REPRESENTATIVE) MAY BE POSTED ON SPONSORS' WEBSITES AND USED IN ANY OTHER MARKETING AND ADVERTISING MATERIAL IN ANY MEDIA, AT SPONSORS' SOLE DISCRETION AT ANY TIME. Except where prohibited, by entering the Challenge, the Entrant Team grants Sponsors and their agents a worldwide, royalty-free, non-exclusive and sub-licensable right and license to use, distribute, and publicly display the Entrant Team's company name, logos, trademarks, service marks, location, and photos of award receipt (including images of the Representative) in any way, at any time, worldwide, in any and all media related to Sponsors and the promotion of the Challenge, without any additional approval or consent of, and without compensation to the Entrant Team. The Entrant Team represents and warrants that it has received the consent of the Representative to provide the foregoing license. Sponsors will use logos, trademarks, and service marks in compliance with Entrant Team's guidelines if the Entrant Team provides such information to Sponsors.

**9. LIMITATION OF LIABILITY AND RELEASE.** By entering the Challenge, the Entrant Team agrees that the Challenge Parties will not be responsible or liable for any claims, injuries, costs, losses or damages (collectively "**Claims**") resulting from any Entrant Team's participation in or attempt to participate in the Challenge or use of any prize, including, without limitation, those Claims arising in connection with any of the following occurrences that may affect the operation of the Challenge: laboratory errors, technical failures or malfunctions of any kind; hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless, or Internet connectivity, or other online communication problems; errors or limitations of any Internet service providers, servers, hosts, or providers; garbled, jumbled, or faulty data

transmissions; failure of any transmissions to be sent or received; lost, late, delayed, or intercepted transmissions; unauthorized human or non-human intervention in the operation of the Challenge, including without limitation, as a result of unauthorized tampering, hacking, theft, viruses, bugs, worms; or destruction of any aspect of the Challenge. The Challenge Parties are not responsible for (i) lost, late, incomplete, illegible, indiscernible, or misdirected information or reports or for any typographical errors in the announcement of the prize or in these Official Rules, (ii) any inaccurate or incorrect data contained on promotional materials, or (iii) any error in the administration of the Challenge or announcement of the prize and/or all Challenge-related materials. As a condition of entering, the Entrant Team agrees (and agrees to confirm in writing if requested by Sponsors): (a) to forever discharge, release, and hold harmless the Challenge Parties from any and all claims, liabilities, injuries, losses, damages, causes of action, suits, and demands of any kind arising from or in connection with the Challenge or the prizes, however caused; (b) under no circumstances will the Entrant Team be permitted to obtain awards for, and the Entrant Team hereby waives all rights to claim, punitive, incidental, indirect, special, exemplary, or consequential damages from the Challenge Parties; and (c) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. If the Entrant Team is a California resident, the Entrant Team hereby waives California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor."

**WITHOUT LIMITATION OF THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE CHALLENGE PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE ENTRANT TEAM'S PARTICIPATION IN THE CHALLENGE OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE CHALLENGE WEBSITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**10. INDEMNIFICATION.** To the maximum amount permitted by law, each Entrant Team agrees to defend, indemnify and hold harmless the Challenge Parties from and against any and all liabilities, claims, actions, suits or proceedings as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from (i) breach of any warranty herein by the Entrant Team; (ii) any material provided by the entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (iii) any misrepresentation made by the Entrant Team in connection with the Challenge; (iv) failure to pay applicable taxes arising out of the Entrant Team's participation in the Challenge, including but not limited to, the receipt and use of the prizes; or (v) any breach of any applicable laws arising out of the Entrant Team's participation in the Challenge or receipt or use of any prize.

**11. INSURANCE.** Each Entrant Team agrees to carry Commercial General Liability Insurance with limits of at least \$1 million combined single limit bodily injury and property damage liability.

This coverage is to be written on an occurrence basis and shall include, but not be limited to, premises and operations liability, cross liability endorsement, personal injury and advertising injury liability, and products/completed operations liability.

**12. LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS CHALLENGE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

**13. JUDGES' RESERVATION OF RIGHTS.** Sponsors authorize Judges to make determinations and key decisions related to Entrants and the Awarding of Prizes. Judges reserve the right to replace any of the Judges with another qualified Judge should a Judge become unavailable or change sponsoring organizations. If the Challenge is not capable of running as planned for any reason, including without limitation, due to force majeure or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Challenge, Judges reserve the right, at their sole discretion, to disqualify any entrant that is responsible or that tampers with the Challenge process or otherwise acts in violation of these Official Rules, and to cancel, modify, or terminate the Challenge. In the event of cancellation, Judges reserve the right to award the prizes in its discretion to an eligible, non-suspect entrant. Judges further reserve the right to modify or supplement these Official Rules, and to communicate such modifications or supplements to entrants as Judges deem reasonable. The Challenge will at all times have an odd number of Judges so that decisions can always be made regarding Entrants and Awards.

**14. GOVERNING LAW & JURISDICTION.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Judges in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules. By entering, you consent to the jurisdiction and venue of the state and local courts located in Santa Clara County, California and the federal courts located in the Northern District of California for the resolution of all disputes relating to the Challenge, and agree that any and all disputes shall be resolved exclusively in those courts. Judges' failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

**15. PRIVACY.** Any personally identifiable information collected during an Entrant Team's participation in the Challenge will be collected by Judges or designee and used by Judges for

purposes of the proper administration and fulfillment of the Challenge and as otherwise described in these Official Rules.

**16. WINNER'S LIST.** For the names of the winners, email [f3fishfreefeed@gmail.com](mailto:f3fishfreefeed@gmail.com). Requests must be received no later than sixty (60) days after the end of the Challenge Period.

**17. JUDGES AND SPONSORS.** University of Arizona at 1140 E. South Campus Drive, Forbes Building, Room 306, Tucson, AZ 85721 USA Attn: Kevin Fitzsimmons; University of Massachusetts Boston at 100 William T Morrissey Blvd, Boston, MA 02125 Attn: Michael Tlusty; [Caoling@sjtu.edu.cn](mailto:Caoling@sjtu.edu.cn) or 1954 Huashan Rd, Xuhui District, Shanghai, China Attn: Ling Cao; and Anthropocene Institute at 2475 Hanover Street, Suite 100, Palo Alto, CA 94304, Attn: Tina Rosado. In the event a new Judge or a new organization is appointed during the Challenge Period, such Judge or organization may also elect to be a Sponsor for the purposes of this Challenge.

**18. CHANGES.** By entering the Challenge, you also agree that the Judges have the right to make updates and/or changes to, or modify the scope of the Challenge guidelines, Challenge schedule, and winning criteria at any time during the Challenge. Entrants will be notified of these changes by the email used for registration in the Challenge.