

## 2022 RAY OF HOPE PRIZE® COMPETITION OFFICIAL RULES

**TO ENTER, YOU MUST READ THE OFFICIAL RULES BELOW AND AGREE TO THE RULES BY CHECKING THE BOX WHERE INDICATED.**

**VOID WHERE PROHIBITED.**

### 1. Sponsors

Biomimicry Institute (“TBI”), PO Box 9216, Missoula, Montana 59807 and Ray C. Anderson Foundation (“RCAF”), 1180 West Peachtree St. NW, Suite 1975, Atlanta, GA 30309 (collectively, “Sponsors”).

### 2. General

The Ray of Hope Prize® Competition is created by Sponsors to provide entrepreneurs and changemakers with the capital they need to launch and grow successful biomimicry businesses, accelerate the development and commercialization of biomimicry innovations, and create the next generation of sustainability entrepreneurs. Up to ten (10) finalist teams will be selected as contenders for the \$100,000 Ray of Hope Prize®. On September 19, 2022, the finalists will pitch their biomimicry startups to a panel of judges in a virtual format. The winner(s) will be announced publicly on October 17, 2022.

### 3. Participation, Eligibility, and Entry

- 3.1. The Ray of Hope Prize® Competition is open to English speaking individuals, companies, businesses, institutions and all other organizations that are legally permitted to participate in contests such as this one. If a potential entrant is an individual, then they must be ready, willing, and able to form an entity capable of holding a bank account within ninety (90) days of the end of the Ray of Hope Prize® Competition.
- 3.2. Individual entrants must be at least the age of majority in order to participate.
- 3.3. The Ray of Hope Prize® Competition is not open to:
  - 3.3.1. employees of Sponsors and organizations or agencies participating in The Ray of Hope Prize® Competition;
  - 3.3.2. anyone who has been or will be involved in judging The Ray of Hope Prize® Competition;
  - 3.3.3. immediate family members (parent, child, sibling and spouse of each) and/or household members of the individuals mentioned under sections 3.3.1 and 3.3.2.

- 3.3.4. any individual that, at the time of entry, is, or will imminently become unable to receive the prize for any reason, including but not limited to bankruptcy, judgments, liens, tax debts, child support debts, receiverships, or conservatorships.
- 3.3.5. any entity that is engaged in systematic racism, sexism, homophobia, or other forms of bigotry or intolerance, including but not limited to groups identified on the Southern Poverty Law Center’s Hate Map, available here: <https://www.splcenter.org/hate-map>.
- 3.4. To enter The Ray of Hope Prize<sup>®</sup> Competition, each participant must submit, via the website Gust: <https://gust.com/programs/ray-of-hope-prize-2022> (the “Web Site”), all information as specified on the entry form ("Entry"). The following information must be provided via the entry form:
- Full name/Entity Name
  - Country of Incorporation (if applicable)
  - Entity Type (if applicable)
  - Email address
  - Startup Overview (maximum 100 words)
  - Problem & Solution (maximum 250 words per question)
  - Team Description (maximum 250 words per question)
  - Financials & Strategy (maximum 250 words per question)
  - One (1) Video Pitch
    - A 60-second elevator pitch

Entrants will also be asked to confirm that they agree to these rules, agree to participate in the program if selected as a Finalist, and agree to share additional information if selected as a Semi-Finalist candidate.

- 3.5. Entries will be accepted from 05:00:00 PST / 12:00:00 UTC, February 21, 2022 until 16:59:59 PST / 23:59:59 UTC, April 29, 2022 (the “Entry Period”). Entries received outside of the Entry Period shall not be considered. Only an email confirmation from the Ray of Hope Prize<sup>®</sup> Competition constitutes proof of receipt.
- 3.6. Each participant may submit unlimited Entries, but each entry must be substantially different in order to be considered in Sponsor's sole discretion.
- 3.7. All Entries must be in English. Entries in any other language shall not be considered. All entries must comply with the word and duration limits set forth in article 3.4 above. Entries that do not comply shall not be considered.
- 3.8. Damaged, incomplete, illegible and/or unintelligible Entries shall not be considered.

- 3.9. Entering the Ray of Hope Prize<sup>®</sup> Competition is free of cost, but each participant bears any costs of researching, preparing and submitting his/her/its Entry.
- 3.10. Submitted Entries, including any material related thereto, such as sample products, designs and drawings, shall become the sole property of Sponsors and shall not be returned. For avoidance of doubt, this provision relates to the actual submissions themselves, not any related intellectual property rights in the submitted materials.
- 3.11. By participating, entrants agree to these Official Rules and TBI's Privacy Policy (available at <https://biomimicry.org/terms/>), which are final and binding in all respects.
- 3.12. In the event of a dispute regarding ownership of an Entry, the owner of the email account, as determined by the email account's administrator, shall be deemed to be owner of the Entry for the purposes of these rules.

#### **4. (Intellectual Property) Rights and Indemnity**

- 4.1. Each participant warrants that:
  - 4.1.1. all information provided with his/her/its entry is true, complete and accurate;
  - 4.1.2. his/her/its Entry is his/her/its own original creation and that he/she/it is the sole author and proprietor of the Entry;
  - 4.1.3. his/her/its Entry does not infringe any third party (intellectual property) right;
- 4.2. Each participant shall indemnify and hold Sponsors harmless against any loss, cost, damage, injury or expense that Sponsors may incur as a result of any breach by the participant of articles 4.1–4.1.6.
- 4.3. Each participant shall have the sole responsibility for securing any potential intellectual property rights related to his/her/its Entry, such as by applying for a patent, copyright, and/or trademark protections. Sponsors shall not be liable for any costs incurred or loss, damage, injury, expense or liability suffered by participants in relation to any failure to successfully secure any intellectual property rights related to the Entries as a result of participation in The Ray of Hope Prize<sup>®</sup> Competition.
- 4.4. BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER/ITS ENTRY MAY BE POSTED ON SPONSOR'S WEBSITE, IN SPONSOR'S DISCRETION. Submission of an Entry grants Sponsor and its agents an unlimited, worldwide, perpetual, license and right to publish, use, publicly perform the Entry in any way, in any and all media, without limitation,

and without consideration to the entrant. As noted above in article 4.3, entrants are responsible for securing any rights that may be harmed by such publication and Sponsors shall not be responsible for any harm to such rights caused by publication of any Entry.

- 4.5. By submitting an Entry, you agree that your submission is gratuitous and made without restriction, and will not place Sponsor under any obligation, that Sponsor is free to disclose or otherwise disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your submission, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you.

## **5. (Intellectual Property) Rights and Publicity**

- 5.1. Participants grant Sponsors the irrevocable, perpetual, worldwide right to publish and use in connection with The Ray of Hope Prize® Competition, the Entries, and any portion thereof, and their personal data, such as their name, country of origin, photographs in any and all media, including but not limited to the Internet and publicity material, without limitation and without compensation to the participants, unless prohibited by law or otherwise inconsistent with TBI's Privacy Policy (available at <https://biomimicry.org/terms/>).
- 5.2. Participants agree to fully cooperate with and participate in all publicity and promotional activities and/or press conferences regarding their participation in the Ray of Hope Prize® Competition and/or their Entries.
- 5.3. Participants agree not to engage in any conduct that is detrimental to the name and/or reputation of Sponsors, the Ray of Hope Prize® Competition, and/or other participants, including but not limited to bringing such name or reputation into any dispute or ridicule.

## **6. No Liability**

- 6.1. No responsibility or liability is assumed by Sponsors for technical problems or technical malfunction which may affect the operation of The Ray of Hope Prize® Competition, including but not limited to any of the following occurrences: 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 e-mail transmissions to be sent to or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Web

Site, in whole or in part for any reason; traffic congestions on the Internet or the Web Site; unauthorized human or non-human intervention of the operation of The Ray of Hope Prize® Competition, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of The Ray of Hope Prize® Competition, or loss, miscount, misdirection, inaccessibility or unavailability of an account used in connection with The Ray of Hope Prize® Competition.

- 6.2. If for any reason The Ray of Hope Prize® Competition is not capable of running as planned, including 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 Ray of Hope Prize® Competition, Sponsors reserve the right, at their sole discretion, to disqualify any individual who is responsible or who tampers with the entry process, and to cancel, modify or terminate The Ray of Hope Prize® Competition.
- 6.3. Sponsors are not responsible for any typographical errors in the announcement of the prize or these Official Rules, or any inaccurate or incorrect data contained on the Web Site. Use of Web Site is at user's own risk.
- 6.4. Sponsors are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in The Ray of Hope Prize® Competition, use of the Web Site, or the download of any information from the Web Site.
- 6.5. By accepting a prize in The Ray of Hope Prize® Competition, Winners agree that the Sponsors shall not be liable for any loss or injury resulting from participation in The Ray of Hope Prize® Competition, acceptance or use of any prize, or any travel related thereto.
- 6.6. Except where prohibited by law, by accepting any prize, Winners grant permission for Sponsors and those acting under their authority to use his/her/its name, photograph, voice and/or likeness, for advertising and/or publicity purposes, in any and all media now known or hereinafter invented without territorial or time limitations and without additional compensation.
- 6.7. As a condition of entering, entrants agree (and agree to confirm in writing): (a) to release Sponsors and each of their officers, directors, employees and agents ("Promotional Parties"), from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize, (b) under no circumstances will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with The Ray of Hope Prize® Competition, or any prize awarded, shall be resolved individually, without

resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.

## 7. Judging and Selection Procedure

Sponsors have chosen a select group of qualified individuals to score the Entries using the criteria set forth below. Using the procedures set forth below, RCAF will use these scores to determine Semi-Finalists, Finalists, and, eventually, Winners.

7.1. **Round 1:** In the first round ("Round 1"), all Entries shall be evaluated on a one-hundred-point scale based on the following criteria, with points afforded to each of the criteria outlined below:

- Market potential and clarity of problem or need being addressed (15 points)
- Solution potential and traction of the solution (15 points)
- Business model and unique technology that differentiates Entrant from his/her/its competitors (15 points)
- Application of biomimicry to Entrant's business and solution (25 points)
- Team cohesion and capabilities (15 points)
- Positive social impact and alignment with the UN's Sustainable Development Goals (SDGs) (15 points)

The Selection Committee, on behalf of and at the direction of Sponsors, at its sole discretion under the criteria set forth above shall select approximately thirty (30) Semi-Finalists from all eligible Entries. Prior to July 6, 2022, the Selection Committee will reevaluate the Semi-Finalists' Entries, which may include seeking additional information from Entrants as set forth below in article 7.4 as well as any other information gathering deemed necessary by Sponsors and the Selection Committee in their sole discretion. In the event of a tie for 30<sup>th</sup> place, all entries that received the same score for 30<sup>th</sup> place shall move on to Round 2. Sponsors in their sole discretion may elect to choose less than thirty (30) Semi-Finalists if fewer than thirty (30) Entries fail to achieve scores above 60 points.

7.2. **Round 2:** In the second round ("Round 2"), the Semi-Finalists' Entries shall be evaluated on a one-hundred-point scale based on the following criteria, with points afforded to each of the criteria outlined below:

- Market potential and clarity of problem or need being addressed (15 points)
- Solution potential and traction of the solution (15 points)
- Application of biomimicry to Entrant's business and solution (15 points)
- Unique technology that differentiates Entrant from his/her/its competitors (15 points)

- Positive social impact and alignment with the UN’s Sustainable Development Goals (“SDGs”) (15 points)
- Team cohesion and capabilities (15 points)
- Financial ability to execute the plan (10 points)

No later than July 6, 2022, the Selection Committee at its sole discretion under the criteria set forth above shall select a minimum of five (5) finalists and up to ten (10) finalists from the Shortlisted Entries (“Finalists”). In the event of a tie for tenth place, the entry with the higher score for “Market potential and clarity of problem or need being addressed” shall be deemed the tenth Finalist. Further ties shall be broken by comparing scores for each criterion in the order above.

Finalists shall be notified by email on or around July 6, 2022, using the email address contained in the original submission form, and must respond within 72 hours. If a Finalist’s notification is returned as undeliverable, status as Finalist is forfeited, even if Finalist eventually makes contact with Sponsors. Finalists shall be required to attend a virtual pitch event which will take place September 19, 2022 to present their Entries to the Jury. Finalists who fail to appear after confirming forfeit their status as Finalist and the Selection Committee shall be entitled to select an alternate Finalist, provided sufficient time remains prior to the virtual pitch event in Sponsors’ discretion.

7.3. **Final Round:** In the Final Round, Finalists will virtually present their entry to the judges (“Pitch Event”). Each Finalists’ Entry and Pitch Event shall be evaluated together on a one-hundred-point scale based on the following criteria, with points afforded to each of the criteria outlined below:

- Market potential and clarity of problem or need being addressed (15 points)
- Solution potential and traction of the solution, and unique technology that differentiates Entrant from his/her/its competitors (15 points)
- Business model, financial ability to execute the plan, and strategy for growth (15 points)
- Application of biomimicry to Entrant’s business and solution, and clear communication about the science behind the Entrant’s technology (15 points)
- Positive social impact and alignment with the UN’s Sustainable Development Goals (“SDGs”) (15 points)
- Environmental and conservation potential of the Entrant’s solutions (10 points)
- Team cohesion and capabilities (15 points)

The top scoring entry shall be deemed by Sponsors to be the “Grand Prize Winner” and the second highest score shall be deemed by Sponsors to be the “Runner Up.” In the event of a tie, the entrant with the highest score in market

potential shall prevail. Collectively the Grand Prize Winner and Runner-Up shall be referred to as “Winners”).

- 7.4. Participants may be required to provide further information to assist the Selection Committee in assessing their Entries. Each participant agrees to fully cooperate with the Selection Committee, which includes but is not limited to being available within the period from May 2, 2022 through June 30, 2022 to provide such information. Sponsors reserve the right to disqualify any Entrant that fails to adequately comply with such requests for information.
- 7.5. All decisions made by the Sponsors individually or collectively (both directly, and by proxy through the Selection Committee) are final.

## **8. The Prizes**

- 8.1. **Runner-Up Prize:** The Runner-Up shall receive twenty-five thousand U.S. dollars (US\$25,000). Total ARV for the Runner-Up Prize is US\$25,000.
- 8.2. **Grand Prize:** The Grand Prize Winner shall receive one hundred thousand U.S. dollars (US\$100,000). Total ARV for the Grand Prize is US\$100,000.
- 8.3. The Grand Prize and Runner-Up Prize (collectively, the “Prizes”) cannot be transferred or substituted, except by Sponsors. Sponsors may award the prize as a gift card, at their discretion. Sponsors reserve the right to substitute a prize with another prize of equal or greater value should the advertised prize become unavailable for any reason, and no winner is entitled to any difference between the actual value and the retail value of any prize. Winners cannot assign or transfer his/her/its prize to another person or business, excepted as set forth below in article 8.5. Each participant shall have the sole responsibility for any taxes, duties, charges or levies to be paid to any third party in connection with any money (including the Prize) he/she/it pays or receives in connection with the Ray of Hope Prize® Competition. Each participant shall indemnify and hold Sponsors harmless against any loss, cost, damage, injury or expense which Sponsors may incur as a result of any breach of such responsibility. Sponsors shall not be liable for any costs incurred or loss, damage, injury, expense or liability suffered by participants in relation to such taxes, duties, charges or levies to be paid.
- 8.4. The winning participants hereby agree that the Prizes will be used solely for the implementation and/or exploitation of the winning Entry or Entries and the marketing thereof.
- 8.5. The Prizes must be deposited into the bank account of an entity (rather than an individual). If a Prize is awarded to an individual, he/she—in a form to be agreed with by Sponsors in advance and in writing—will be required to establish a legal entity and open a bank account in the name of said entity, to which bank account the Prize will be transferred. Sponsors are furthermore



entitled to impose upon the Winner(s) other obligations which will need to be fully met before the Sponsors will transfer the Prizes in whole or in part.

- 8.6. Sponsors may at their sole discretion refuse to award the Prize to any participant who fails to comply wholly or in part with any of these Terms and Conditions.
- 8.7. As a condition of entering, entrants agree (and agree to confirm in writing), and by accepting a prize, winners agree (and agree to confirm in writing): (a) to release Sponsors, and each of their affiliates, subsidiaries, retailers, sales representatives, distributors, officers, directors, employees, and agents ("Promotional Parties"), from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize (including any travel related thereto) or the use by Sponsors of the Entry in any fashion, (b) under no circumstances will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.

## **9. Miscellaneous**

- 9.1. Sponsors reserves the right, in their sole discretion to cancel or suspend this Contest, should fraud, virus, bugs or other causes beyond the control of Sponsors corrupt the administration, security or proper play of the Contest. Sponsors reserves the right at their sole discretion, to disqualify any individual or entity (and any of his/her/its Entries) that tampers with the entry process. Automated entries are prohibited, and any use of such automated devices will cause disqualification.
- 9.2. Nothing contained in the Terms and Conditions shall be construed as creating any employment, agency, partnership, or joint venture relationship between Sponsors on the one hand and the Entrants, Winner(s), Finalists or any other participant on the other hand.
- 9.3. Participants agree not to engage in any conduct that is detrimental to the name and/or reputation of the Biomimicry Institute, the Ray C. Anderson Foundation, the Ray of Hope Prize® Competition and/or other participants, including but not limited to bringing such name or reputation into disrepute or ridicule.
- 9.4. The invalidity of any of the Terms and Conditions shall not affect the enforceability and/or validity of any other Term(s) and Condition(s).

## **10. Governing law & Jurisdiction**

10.1. The Ray of Hope Prize® Competition and the Terms and Conditions shall be governed by the laws of the State of California within the United States of America.

10.2. Any and all claims or disputes that may follow from or are related to the Ray of Hope Prize® Competition and/or the Terms and Conditions must be resolved in the federal or state courts located in San Francisco City & County, California.

**11. WINNER LIST/RULES REQUEST:** For Winner name(s) or Official Rules, please visit <https://biomimicry.org/rayofhopeprize/>. Winner names and Official Rules will be available on the Web Site for 30 days after Winners are determined.