

Terms and Conditions

National Corn Growers Association- Consider Corn Challenge II

1. LEGAL TERMS: By submitting an Entry (as defined herein) to the Consider Corn Challenge II for THE NATIONAL CORN GROWERS ASSOCIATION (“NCGA”) (the “Competition”), you are agreeing to be bound by the following legal terms (“Official Rules”). The Official Rules also incorporate by reference the additional terms specified at the Competition Website:

<https://ninesights.ninesigma.com/servlet/hype/IMT?userAction=Browse&documentId=38f4be758907816b6696f6a341bc6057&templateName=>. THESE OFFICIAL RULES SUPERSEDE ANY OTHER RULES AND TERMS & CONDITIONS ON THE WEBSITE OF ADMINISTRATOR NINESIGMA TO THE EXTENT THERE IS ANY CONFLICT OF TERMS.

2. THE ADMINISTRATOR AND SPONSOR: The Competition is administered by NineSigma North America Inc. (“Administrator”), 4700 Rockside Rd., Suite 535, Independence, Ohio, USA 44131 on behalf of NCGA, 632 Cepi Dr. Chesterfield MO, 63005 (“NCGA” or “Sponsor”).

3. COMPETITION DATES: The Competition Commences on October 30, 2018. The Deadline for submitting an entry is 5:00 PM EDT on March 20, 2019.

4. GENERAL INFORMATION: Participation is subject to all federal, state and local laws and regulations. Void where prohibited or restricted by law. Multiple Entries are permitted. Each Entry will be reviewed independently. Multiple individuals or entities may collaborate to submit a single Entry, but a single individual must be designated as an official representative for each Entry. You are responsible for checking applicable laws and regulations in your jurisdiction before participating in the Competition to make sure that your participation is legal. You are responsible for abiding by your employer's policies regarding participation in the Competition. Sponsors disclaim any and all liability or responsibility for disputes arising between you and your employer and any other party related to this Competition. You are responsible for all taxes and reporting related to any award that you may receive as part of the Competition.

5. ELIGIBILITY: The Competition is open to all individuals over the age of 18 and to all validly formed legal entities. Employees and families of NCGA and NineSigma and any of their respective affiliates or subsidiaries are not eligible to enter. A previous winner of the [Consider Corn Challenge](#) may not submit an Entry that represents substantially the same approach that NCGA already recognized as a winner. A previous submitter who did not win may submit again if they have made substantial improvements and progress towards commercialization or have identified new markets which may offer greater volumes of corn utilization.

Responses from companies (small to large), academic researchers, other research institutes, consultants, venture capitalists, entrepreneurs or inventors are welcome.

You are solely responsible for all equipment, including but not limited to, a computer and modem necessary to establish a connection to the World Wide Web; access to the World Wide Web and any related telephone, data, hosting or other service fees associated with such access, as well as all costs incurred by you or on your behalf in participating in the Competition.

6. HOW TO ENTER: To enter, you must first create an account on www.ninesights.com. All of the registration information that you provide is collectively referred to as your "**Account**." At the Competition Website you will find further instructions and the required response form. You must submit your completed proposal (hereinafter your "**Entry**" and referenced interchangeably as your "**proposal**," "**submission**" and/or "**response**" on the Competition Website and in the Response Form) using the Response Form and following

the instructions provided on the response form. By submitting your Entry, you formally accept the Official Rules for this Competition.

By submitting an Entry, you agree that (a) all required fields are complete and all information in your Account is correct and accurate; and (b) your registration may be rejected or terminated and all Entries submitted by you may be disqualified if any of the information in your Account is (or the Administrator and Sponsor have reasonable grounds to believe it is) incomplete, incorrect or inaccurate. You are solely responsible for your Account. All registration information is deemed collected in the United States of America. Each registrant is referred to as an "**Entrant**" in these Official Rules and as "**Entrant**" or "**Respondent**" on the Competition Website.

All Entries must be in English. Entry attachments may be submitted in .pdf, .xls, .xlsx, .doc, docx, .ppt, or .pptx formats. Links to publicly available online videos (e.g., YouTube) can be included in your Entry to the extent no copyright or other rights are being infringed. There is a maximum limit of 10MB for your complete Entry, including supplemental attachments.

The Administrator and Sponsor are not responsible for: (a) late, lost, stolen, damaged, garbled, incomplete, incorrect or misdirected Entries or other communications; (b) errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines; or (c) data corruption, theft, destruction, unauthorized access to or alteration of Entry materials, loss or otherwise.

The Administrator and Sponsor are not responsible for electronic communications or emails which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in any email account to receive email messages. The Administrator and Sponsor disclaim any liability for damage to any computer system resulting from participation in, or accessing or downloading of information in connection with the Competition.

The Administrator and Sponsor reserve the right to modify, remove or add data to the Competition Website upon notice to Entrants via email using the email address associated with their Accounts and/or by such other reasonable means as the Administrator and Sponsor may determine. The Administrator and Sponsor reserve the right in their sole discretion to extend or modify the dates of Competition and/or Entry submission dates, and to change the terms of these Official Rules governing any portion thereof taking place after the effective date of any such change upon notice to Entrants via email using the email address associated with their Accounts and/or by such other reasonable means as the Administrator and Sponsor may determine. Entrants are urged to consult the Competition Website regularly during the Competition.

The Administrator and Sponsor shall have the right, in their discretion, to remove from the Competition Website any blog comment or posting related to the Competition, at any time and for any reason.

BY REGISTERING FOR THE COMPETITION, YOU ACCEPT THE CONDITIONS STATED IN THESE OFFICIAL RULES, AGREE TO BE BOUND BY THE DECISIONS OF THE ADMINISTRATOR AND SPONSOR AND THE JUDGES PANEL AND WARRANT THAT YOU ARE ELIGIBLE TO PARTICIPATE IN THE COMPETITION. IF YOU DO NOT ACCEPT ALL OF THESE OFFICIAL RULES, THEN DO NOT SUBMIT TO THE COMPETITION. WE RECOMMEND THAT YOU PRINT A COPY OF THESE OFFICIAL RULES FOR YOUR FUTURE REFERENCE.

7. COMPETITION OBJECTIVE: The objective of the Competition is to encourage innovators to develop new uses of field corn as a feedstock for producing sustainable chemicals with quantifiable market demand.

8. ENTRY CRITERIA GUIDELINES: Entrants will submit Entries via the online response form provided on the Competition Website. Entries will serve as an introduction to the Entrant's approach for meeting the Competition objective, in addition to providing information about the Entrant's background and expertise in the area. ENTRIES MUST ONLY INCLUDE NON-CONFIDENTIAL INFORMATION.

The successful proposal will:

- Use components of the corn kernel as primary feedstock (see Figure 1)
- Have a clear path for scale-up to commercial scale which, ideally utilizes existing capital where possible
- Enable a new market for corn
 - Should not detract from an existing corn market
 - Should lead to products with significant market demand
- Involve a team with experience taking a process or plan from lab scale to commercial scale

Assumptions for Proposed Approach

- Your approach should use one of the corn components, either the corn kernel or any of the coproducts listed in Figure 1 of the Challenge Summary, as a feedstock.
- You have already demonstrated the proposed technology at laboratory scale, producing at least milligram quantities.

The following approaches are not eligible in this Competition:

- Proposals which provide only incremental improvements for established commercial processes
- Approaches that displace corn in a 1:1 fashion, for example a technology for converting corn to fuel ethanol that doesn't dramatically improve economics
- Proposals for new foods derived from corn
- Proposals for sweet corn
- Submissions from individuals who do not own the represented intellectual property (IP) or who have not been authorized by the IP owner(s) to submit on their behalf

A previous winner of the [Consider Corn Challenge](#) may not submit an Entry that represents substantially the same approach that NCGA already recognized as a winner. A previous submitter who did not win may submit again if they have made substantial improvements and progress towards commercialization or have identified new markets which may offer greater volumes of corn utilization.

Entries should observe the Official Rules with respect to confidentiality, as set forth in Article 12, and should succinctly:

- Describe the target chemical, production approach, and benefit of new technology
- Estimate the following at current scale and at commercial scale:
 - Production rate and yield of target chemical
 - Quantity of corn (component) required
 - Utilization and/or processing of co-products, by-products, and/or waste generated
 - Economics of your approach
- Describe steps, activity, estimated budget, and timeline to reach commercial scale
- Discuss the intellectual property (IP) related to your approach:
 - Who owns the related IP
 - Your assessment of freedom to practice
- Provide letter/s of support and prospects for matching funds to support commercialization, if available
- Disclose any prior support you have received from NCGA or other state corn associations
- Describe your (or your team's) background and related experience in commercializing new technology

- Optionally, provide a private link to a short (2-5 minute) video presentation in which you pitch your approach and capabilities

Entries will be evaluated using the Judging criteria as set forth in Article 14. At least three (3), and up to six (6), of the most promising Entries will be selected as prize winners and each winner will receive a **Cash Prize** as set forth and defined in Article 15 and may also be eligible for a developmental grant as further described herein.

9. INTELLECTUAL PROPERTY RIGHTS: By submitting an Entry and participating in this Competition, you are granting Sponsors certain limited rights under any patents or pending patent applications related to the uses and technical approaches described in your Entry as set forth in these Official Rules. Further, your Entry may be considered a public disclosure limiting your ability to subsequently file for patent protection. You are advised to seek legal counsel on this point as may be necessary. **BY ACCEPTING THE CASH AWARD, YOU MAY BE ASKED, AT YOUR DESCRETION, TO EXECUTE A CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT DIRECTED TO ALL FUTURE DISCUSSIONS REGARDING YOUR ENTRY (SEE ARTICLE 12).**

Your submission of an Entry and participation in this Competition, grants Sponsors certain rights. Upon submission, you agree and thereby grant to the Sponsor a royalty free, non-exclusive, irrevocable license to use any information, concepts, inventions, approaches, technology, designs or drawings arising from or in your Entry materials, whether or not protected by patent or copyright or other intellectual property rights, for the purpose of review, testing and/or conducting experimental proof of concept tests as may be required in Sponsor's sole opinion to determine the commercial and technical feasibility of the Entry in order to determine a Winner.

By submitting an Entry, you also consent to the use, by Sponsors and their affiliates, agents and representatives, of your name, likeness, image, biographical information, award and award information (if an Award winner), your company or institution name (if your Entry is from a company or institution), any personal data submitted with your Entry, and the contents in your Entry (including any created works), in connection with the Competition, in any media or format, in any and all locations worldwide, and without any payment to you or further approval from you. You agree that this consent is perpetual and cannot be revoked. For uses beyond the consent that you grant herein, you agree that Sponsors use of your personal data will be governed by the Privacy Policy posted on the Competition Website.

You agree that nothing in the Official Rules grants you the right or license to use of any intellectual property of Sponsors, including without limitation the Sponsor's trademarks or service marks. Your submission thereby grants to Sponsors the limited right to include your name or company or institution name (if your Entry is from a company or institution) as an Entrant on the Competition Website and in materials related to Sponsors promotion of the Competition. Other than for these uses, you are not granting Sponsors any rights to your trademarks.

10. Business Relationship: The intent of the Competition is to encourage people to suggest their solutions and innovations to the Administrator and Sponsor. Participation in this Competition and acceptance of the Cash Prize does not create an obligation on either your part or Grant Sponsor's part to negotiate or enter into any business relationship or to sign any commercial agreement.

Entrants shall disclose any funding, previous or current, that they have received from the NCGA or other state corn associations.

Prior to acceptance of the cash award, you are free to discuss your Entry with other parties and you are free to contract with any third party provided you do not sign any agreement or undertake any obligations that

conflict with any agreement that you have entered into or subsequently enter into with the Sponsor regarding your Entry.

11. PRIVACY: By entering this Competition, you acknowledge and agree that the Administrator and Sponsor will have access to and use of any personal data provided in connection with your Entry for purposes as described in the Official Rules and as governed by the Privacy Policy posted on the NCGA website here: <http://ncga.com/privacy-policy>. You further agree that the Administrator and Sponsor may share this personal data in connection with your Entry with designated third parties for purposes as described in the Official Rules.

12. CONFIDENTIALITY: Since the Administrator and Sponsor do not wish to receive or hold any submitted materials "in confidence," it is agreed that, with respect to your Entry, no confidential relationship or obligation of secrecy is established between the Administrator or Sponsor and you, the company you represented when submitting an Entry, or the owner of any part of your Entry. The Administrator and Sponsor shall have no liability or responsibility for use by any other individual or Entity of any aspect of your Entry. However, Sponsor MAY request you to sign a confidentiality/nondisclosure agreement to enter into further business discussions if your entry is selected as a winner.

13. WARRANTIES: By submitting an Entry, you represent and warrant that all information in your Entry and all information that you submit via the Competition Website is true and complete to the best of your knowledge, that you have the right and authority to submit the Entry and disclose the information therein on your own behalf or on behalf of the persons and entities that you specify within the Entry, and that your Entry (both the information and materials submitted in the Entry and the underlying technology/method/solution described in the Entry):

(a) is your own original work and representative of your capability, or is submitted by permission with full and proper credit given within your Entry;

(b) does not contain confidential information or trade secrets (yours or anyone else's);

(c) does not, to the best of your knowledge, violate or infringe upon the patent rights, industrial design rights, copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity;

(d) does not contain malicious code, such as viruses, malware, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information;

(e) does not and will not violate any applicable law, statute, ordinance, rule, regulation, confidentiality agreement or other agreement; and

(f) does not trigger any reporting of royalty or other obligation to any third party for which Sponsor or Administrator would have any liability.

A breach of any warranty set out in this provision of the Official Rules will result in the corresponding Entry being invalid. In addition, you agree to indemnify the Administrator and Sponsor against all loss, damages and costs incurred by Sponsors arising from your breach of any such warranty.

14. JUDGING: Entries will be evaluated by a panel comprised of individuals who may be both internal and external to NCGA who are competent in the field of the subject matter of the Competition (collectively the "Judges Panel" or "Judges").

Entries will be evaluated based on compliance with **Entry Criteria Guidelines** (as specified herein), as well as upon a combination of the following (collectively the “**Judging Criteria**”):

- Potential for rapid commercialization
- Potential for using a large volume of corn
- Extent to which the approach is an empowering technology that provides access to a new market
- Demonstrable team history of success developing a path to commercial (or industrial) scale for other projects
- Team’s identification of matching funds support or potential commercialization partners
- How concisely the entrant describes their approach and the required entry elements

Judging will occur after the Competition closes in March 2019 and will be completed in advance of the announcement of winners in July 2019. At least three (3), and up to Six (6), Entries that meet the Judging Criteria will be selected as winners.

All decisions of NineSigma, NCGA and the Judges Panel will be final and binding on all matters relating to this Competition.

15. AWARDS: In July 2019, the Administrator and Sponsor will announce via the Competition Website up to A total prize pool of US\$150,000 will be split equally between 3 to 6 winners, based on the strength of competing submissions. NCGA, or its state or other partners, may also explore funding or otherwise supporting an Entry for further development and/or commercialization, even if the Entry is not a Cash Prize winner. If a winner is unable to accept a prize due to requirements of its organization, NCGA will make a charitable donation of the prize to the winner’s choice of organization or to one chosen by NCGA and provide the winner a plaque or trophy.

All potential winners will be notified by the e-mail address provided in the Entry. Return of any notification as “undeliverable” will result in disqualification. All prize awards are subject to verification of eligibility and compliance with these Official Rules. The Administrator and Sponsor reserve the right to examine Entries for compliance with the Competition Rules. Failure of entrant to demonstrate eligibility will result in disqualification.

All decisions of the Sponsor and Judges will be final and binding on all matters relating to this Competition. After verification of eligibility and receipt of the requisite documents, awards will be distributed to the official representative specified in the winning Entry. That official representative will have sole responsibility for further distribution of any Cash Prize among participants in a group Entry or within a company or institution that has submitted an Entry through that representative. No substitution or transfer of Cash Prize is permitted.

This is a voluntary contest of skill and innovation and no fee is required to enter. Whether or not your Entry is determined as a Winner depends on how your Entry compares to the other Entries submitted in the Competition when evaluated based on the Evaluation Criteria within the sole judgment of the Sponsors. All awards are final and this is a one-time offer. There is no offer of a license, royalty, or other financial compensation implied beyond the award described above. No costs or expenses of an Entrant for any aspect of this competition will be paid without prior written consent from NCGA. Each Award Winner is responsible for all tax reporting obligations and all tax payments as applicable.

Winners shall make themselves reasonably available for awards event. All reasonable expenses associated with awards event shall be reimbursed NCGA.

16. LIMITATION OF LIABILITY: By participating in the Competition, you agree to release, indemnify and hold harmless, Sponsors and their respective affiliates, subsidiaries, advertising and promotions agencies, and each of their respective agents, representatives, officers, directors, shareholders, and employees (collectively, "Sponsor Entities") from and against any injuries, losses, damages, claims, actions and any liability of any kind (including attorneys' fees) resulting from or arising out of your participation in, association with, or submission to the Competition (including any claims alleging that your Entry infringes, misappropriates, or violates any third party's intellectual property rights). Sponsor Entities are not responsible for any technical failures related to communication or submission failures, such as unavailable networks or server connections; other failures related to hardware, software, viruses, or incomplete, late or misdirected Entries. Any compromise to the fair, proper and legal conduct of this Competition may result in the disqualification of an Entry, the termination of the Competition, or other remedial or legal action at the sole discretion of Sponsors. Sponsors reserve the right, in their sole discretion, to extend or modify the dates of the Competition and to change the terms of the Official Rules governing any phase or portion thereof. By entering, you agree to be bound by these Official Rules and acknowledge that all decisions of Sponsors, and their respective agents and representatives are final and binding in all respects.

17. NO OBLIGATION: You acknowledge that multiple participants may submit Entries that contain designs, concepts, approaches, or technologies similar to your Entry and that the Sponsor, and/or its respective subsidiaries and business partners may already be investigating or developing technical solutions or have business activities that are related to or similar to those disclosed in your Entry. You acknowledge and agree that Sponsor's actions with respect to another Entry or one of its own solutions, investigations, or business activities, even if similar to your Entry, shall not create any liability, of any kind, by Sponsor to you or others. Further, Sponsor is not or shall not be restricted in any way from pursuing, developing, or commercializing, in any way that they see fit, independent of you and at its sole discretion, any activity or technology that is created independent of your Entry. For the avoidance of doubt, you acknowledge that Sponsor is not obligated to take any action whatsoever with regard to your Entry.

18. SEVERABILITY: The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision was not contained herein.

19. WAIVER: By entering the Competition, you thereby waive all rights to seek injunctive or equitable relief, or to claim punitive, incidental or consequential damages, or attorneys' fees against Sponsors or their affiliates, employees, agents or representatives.

20. ENTIRE AGREEMENT: This is the parties' entire agreement on this matter, superseding all previous negotiations or agreements and can only be modified by written agreement.

21. APPLICABLE LAW: You agree that these terms and the relationship between you and Sponsors shall be governed and construed under the laws of the State of Missouri, U.S.A. You acknowledge and agree that all aspects and content of your Entry, including all information, developments, inventions, and works of authorship, shall be treated as if made in the United States of America and U.S. laws relating to patents, inventions, assignments, and innovation compensation shall supersede the relevant laws of any country in which the Entry may have been conceived, developed, or reduced to practice.

For Entrants living outside the United States of America, you expressly acknowledge that this competition is free and voluntary. By entering this Competition, you accept Missouri State law as governing law, the specific terms, conditions and policies outlined in the Official Rules, and consent to having your Entry data, including

all provided personal information, transferred to, processed in, and stored in the United States of America pursuant to the NCGA Privacy Statement.