

**2016 Food Innovation Challenge
Official Rules (“Official Rules”)**

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS CHALLENGE IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. OPEN TO LEGAL RESIDENTS OF ILLINOIS, INDIANA, KENTUCKY, MISSOURI, IOWA, WISCONSIN, AND MICHIGAN, 18 YEARS OF AGE OR OLDER AND OTHERWISE MEET THE ELIGIBILITY REQUIREMENTS SET FORTH HEREIN. **ENTRANTS MUST BE AVAILABLE TO ATTEND THE SEMI-FINALIST AND FINALIST EVENTS (IF SELECTED) TO BE ELIGIBLE FOR THE 1ST PLACE GRAND PRIZE.**

1. Eligibility: The 2016 Food Innovation Challenge (the “Challenge”) is open to: legal residents of Illinois, Indiana, Kentucky, Missouri, Iowa, Wisconsin, and Michigan (collectively, “Eligible States”), who are at least 18 years of age or older, both at the time of entry. Entrants may be (but are not required to be) the owner/operator of a Food Startup (defined as a company currently selling consumer-packaged goods [or aspiring to sell consumer-packaged goods] in one of the following three channels: (1) baked goods, (2) snack bars, and/or (3) condiments, which company must have an annual gross revenue of between \$0 and \$1,000,000 for the 12 months leading up to December 31, 2105, all as determined by Sponsor in its sole discretion). Employees, contractors, directors, officers, and agents of Archer-Daniels-Midland Company (“ADM”) and National Foodworks Services, and each of their respective parent, affiliates, subsidiaries, distributors, sales representatives, and advertising, promotion and judging agencies and all other service agencies involved with the Challenge, and members of the immediate family (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and household of each such employee (whether or not related) are not eligible to enter or win.

Eligible entrants may submit an entry as an individual or on behalf of a Food Startup or team.

However, if an entrant enters on behalf of a team and/or Food Startup, such entrant must have prior written permission from each other individual that: (i) grants permission to entrant to submit the Idea (as defined below), and (ii) verifies that such team member agrees to these Official Rules, which written permission must be provided to Sponsor at its request. If such permission cannot be provided to Sponsor, the entrant may be disqualified and the prize (if any) shall be forfeited.

This Challenge is subject to all applicable federal, state, and local laws and regulations and is void outside of Illinois, Indiana, Kentucky, Missouri, Iowa, Wisconsin, and Michigan and where

prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Challenge. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Archer-Daniels-Midland Company, 77 West Wacker Drive, Chicago, Illinois (“Sponsor”).

3. Challenge Entry Period: The Challenge begins on April 11, 2016 at 12:00:00 am Central Daylight Time (“CDT”) and ends on August 11, 2016 at 11:59:59 pm CDT (the “Challenge Entry Period”). The Challenge consists of a Round One (semi-finalist) selection, a Round Two (finalist) selection, and a Round 3 (1st Place Grand Prize winner) selection (all as defined below) as follows (each a “Round”):

Round	Round start date/time (if applicable)	Round end date/time (if applicable)
1*	April 11, 2016 at 12:00:00 am CDT	May 16, 2016 at 11:59:59 pm CDT
2	June 14, 2016	August 9, 2016
3	August 11, 2016 at 8:00:00 am CDT	August 11, 2016 at 11:59:59 pm CDT

*Round 1 shall be the only Round in which entrants may submit an entry into the Challenge, and the start time/date and end time/date for Round 1 shall be referred to as “Round 1 Entry Period.” All entries must be received before the end time/date of Round 1 to be valid.

For the avoidance of doubt, only individuals that are selected and verified as Round One semi-finalists will be considered for the Round Two selection and only individuals that are selected and verified as Round Two finalists will be eligible for Round Three selection.

4. How to Enter: Create an original food product idea (“Idea”). Then, during the Round 1 Entry Period, visit www.foodinnovationchallenge.com (“Website”) and complete the entry form with all required information, including (without limitation) your name, address, daytime phone number, email address, and submit:

- an executive summary and opportunity about your Idea, using the prompted/provided questions (subject to the word limitations as set forth on the Website) (“Executive Summary & Opportunity”);
- a business model canvas about the Idea, using the prompted/provided questions (subject to the word limitations as set forth on the Website) (“Business Model Canvas”);
- a summary of your progress, using the prompted/provided questions (subject to the word limitations as set forth on the Website) (“Progress”); and
- *either*** up to 5 photos of your product and packaging (or proposed product and packaging) *or* a video about your product and packaging (or proposed product and packaging) (collectively, “Product & Package Prototype Media”).

****Although photographs will be considered, videos are highly recommended and encouraged as Media type may be given more weight than photographs.****

Idea, Executive Summary & Opportunity, Business Model Canvas, Progress, and Product & Package Prototype Media collectively are referred to as “Entry.” The Idea must be the original idea of the entrant or the original idea of the entrant and his/her team members. By submitting an Entry, you represent and warrant to Sponsor that you have received permission from each other team member to submit your entry, the Idea and all relevant information (including the Product & Package Prototype Media, Progress, Business Model Canvas, and the Executive Summary & Opportunity). Furthermore, Entries must comply with the word restrictions as set forth on the Website. Only one form of Media showcasing the Product & Package Prototype will be accepted (as noted above, video is preferred); if the Media is a photo, such photo shall be no larger than 5 jpg; if the Media is a video, such video shall not exceed 60 seconds. Entrant’s registration information, Entry, and all Content (as defined below) must be in English.

As used herein, “Content” refers to all content you submit in connection with the Challenge (including, but not limited to, the Entry, Executive Summary & Opportunity, Idea, Business Model Canvas, Progress, Product & Package Prototype Media, descriptions, writings, explanations, photographs, videos, etc.). Sponsor reserves the right to reject any Content that does not adhere to the submission requirements, as determined in Sponsor’s sole discretion, and/or disqualify such entrant. By submitting Content for the Challenge, you hereby warrant and represent that your Content conforms to the Content requirements set forth herein.

Individuals who do not follow all of the instructions, provide the required information in their registration form, fully complete and submit the registration form, and/or abide by these Official Rules or other instructions of Sponsor may be disqualified.

Limit: One (1) entry per person/e-mail address/Idea/Food Startup/team (if applicable) during the entire Challenge Entry Period.

Automated entries are prohibited, and any use of automated devices will cause disqualification. Entrants may not enter with multiple e-mail addresses nor may entrants use any other device or artifice to enter multiple times or as multiple entrants. Any entrant who attempts to enter with multiple e-mail addresses, under multiple identities, or uses any device or artifice to register multiple times will be disqualified and forfeits any and all prizes won, in Sponsor’s sole discretion. Multiple entrants are not permitted to share the same e-mail address. Should multiple users of the same e-mail account enter the Challenge and a dispute thereafter arise regarding the identity of the entrant, the Authorized Account Holder of said e-mail account at the time of entry will be considered the entrant. “Authorized Account Holder” is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other

organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Potential winner may be required to show proof of being the Authorized Account Holder.

5. Content Requirements: Entrants represent and warrant that their Content is the original work of such entrant (or original work of such entrant and his/her team members as set forth above), it has not been copied from others, it has not previously been a finalist (or winner) or receipt of any award in a previous Sponsor challenge, it does not violate the rights of any kind of any other person or entity, and publication of the Content via various media including Web posting will not infringe on the rights of any third party. Any such entrant will indemnify and hold harmless Released Parties (defined below) from any claims to the contrary. Any entrant whose Content includes name and/or likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to the names, trademark, or logos of another companies,) must be able to provide legal releases for such use including Sponsor's use of such Content, in a form satisfactory to Sponsor, upon request, prior to award of prize and/or naming of entrant as a Semi-Finalist/Finalist/winner (if requested).

By submitting Content, you agree that your Content is gratuitous and made without restriction, and will not place Sponsor under any obligation, that Sponsor is free to use or otherwise disclose the ideas contained in the Content 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 Content, 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.

All Content submitted by you must conform to the additional submission requirements set forth herein:

- Content must comply with these Official Rules, the Terms of Service, and all other policies and terms on the registration Website;
- Content cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity;
- Content cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Content cannot be obscene or offensive, endorse any form of hate or hate group;
- Content cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies;
- Content cannot contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;

- Content cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission; Sponsor does not permit the infringement of others' rights and any use of materials not original to the entrant (except copyrighted materials owned by Sponsor) is grounds for disqualification from the Challenge. Do not copy your favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties or incorporate the names, voices, likeness or personas of any party other than yourself unless you have obtained all rights necessary to permit you to use same in connection with your Content and grant the rights herein granted to Sponsor;
- No background artwork should appear in Content unless it is an original work of the entrant. Any artwork, murals, etc. that can be seen in Content must be created solely by the entrant or entrant must be the sole owner of all copyright interests therein;
- Content cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission;
- Content cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate;
- Content cannot depict, and cannot itself, be in violation of any law; and
- Content must only include ingredients, processing aids and materials that are legal under federal and state laws and regulations. Entrants may be asked to demonstrate compliance.

Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants. Sponsor reserves the right to waive the Challenge submission requirements set forth herein in its reasonable discretion. Sponsor reserves the right, in its reasonable discretion, during or upon completion of the Challenge Entry Period, to request that any entrant resubmit his or her Content which fails to comply with the entry requirements prior to any judging period.

6. Round 1 Judging/Notification: Semi-Finalists will be determined as follows – At the conclusion of the Round 1 Entry Period, a panel of judges (“Challenge Judges”) will review and judge each of the following Entry portions equally (“Round 1 Judging Criteria”):

- Executive Summary & Opportunity – 25%;
- Business Model Canvas – 25%;
- Progress – 25%; and
- Product & Package Prototype Media – 25%.

The ten (10) eligible Entries that receive the highest total score amongst all Round 1 Judging Criteria will be deemed the potential semi-finalists, subject to verification (“Semi-Finalist(s)”). In the event of a tie for a Semi-Finalist position, the Entry that received the highest total for the “Business Model Canvas” portion will be the Semi-Finalist, subject to verification. If a tie still remains, a new judge will be elected and will evaluate the tied Entries based on the Round 1 Judging Criteria.

On or around June 3, 2016, Semi-Finalists will be notified by phone and email using the information provided during registration. Sponsor is not responsible for change in email address and/or phone number.

Each Semi-Finalist must be available to attend, participate in, and be eligible for the Semi-Finalist events held on June 14, 2016 and August 9, 2016 in Decatur, Illinois.†

7. Semi-Finalist Round 2 In-Person Events/Judging/Notification:

Round 2 In-Person Events†: Only verified and qualified Semi-Finalists may participate in the Round 2 in-person events (a total of up to 10 Semi-Finalists will participate). Each Semi-Finalist must be available to attend, participate in, be present at, and be eligible for the following “Round 2 In-Person Events” held in Decatur, Illinois or shall be disqualified:

- June 14, 2016 Welcome Reception Event: The ten (10) verified Semi-Finalists must attend a welcome reception in Decatur, Illinois on June 14, 2016 at the Richards Treat University Center located at 1184 W. Main Street, Decatur, Illinois, from approximately 9:00 am CDT to 4:30 pm CDT (“Welcome Reception Event”).† If for any reason, a Semi-Finalist does not arrive to the Welcome Reception Event and check in and register before the start of such event, such Semi-Finalist may be deemed ineligible and may be disqualified, in the Sponsor’s sole discretion. Time of the Welcome Reception Event is subject to change.
- August 9, 2016 Round 2 Pitch: On August 9, 2016, at Richland Community College in Decatur, Illinois, the ten (10) verified Semi-Finalists must present in person a pitch (collectively “Round 2 Pitch”). Round 2 Pitch must be in English and include at a minimum:
 - The Validated Opportunity;
 - How have you validated your Opportunity since Round 1?
 - Refined Business Model Canvas;
 - How have you refined your Business Model Canvas since Round 1?
 - Edible Product & Visual Package Design; and
 - Why is your product appealing -- Appearance, Taste & Texture aspects?
 - How are you making your product?
 - What are the ingredients used?
 - What is a serving size in grams?
 - What does your Nutrition Facts Panel and Ingredient Statement look like?
 - Are you fortifying with vitamins or minerals? Why or why not?
 - How would you design your package and why?

- Measured Progress.
 - What milestones have you accomplished since Round 1?
 - What is your biggest business challenge today?
 - What is your biggest technical challenge today?
 - What are your biggest barriers moving forward?

Sponsor reserves the right to provide additional restrictions, requirements, terms, and details regarding the Round 2 Pitch.

Round 2 Judging: Finalists will be determined as follows – The Challenge Judges will judge each of the ten (10) Semi-Finalist’s Round 2 Pitch’s portions equally as follows (“Round 2 Judging Criteria”):

- The Validated Opportunity – 25%
- Refined Business Model Canvas – 25%
- Edible Product & Visual Package Design – 25%
- Measured Progress – 25%

The three (3) Semi Finalists whose Round 2 Pitch receive the highest total score amongst all Round 2 Judging Criteria will be deemed the potential finalists, subject to verification (“Finalist(s)”). In the event of a tie for a Finalist position, the Round 2 Pitch that received the highest total for the “Refined Business Model Canvas” portion will be the Finalist, subject to verification. If a tie still remains, a new judge will be elected and will evaluate the tied Round 2 Pitch based on the Round 2 Judging Criteria.

Notification

Finalists will be notified at the conclusion of Round 2 Pitches on August 9, 2016. Each Finalist must be available to attend, participate in, and be eligible for the Finalist events held on August 11, 2016 in Decatur, Illinois. †

8. Finalist Round 3 In-Person Events/Judging/Notification:

Round 3 In-Person Events†: Only verified and qualified Finalists may participate in the Round 3 in-person events (a total of up to 3 Finalists will participate). Each Finalist must be available to attend, participate in, be present at, and be eligible for the following “Round 3 In-Person Events” held in Decatur, Illinois or shall be disqualified:

- August 11, 2016 Round 3 Pitch: On August 11, 2016, at Richland Community College in Decatur, Illinois, the three (3) verified Finalists must present a professional pitch refined from Round 2, in which pitch will be videotaped (collectively “Round 3 Pitch”). Round 3 Pitch must be in English.

- August 11, 2016 Evening Gala: On August 11, 2016, in Decatur, Illinois, the three (3) verified Finalists must attend the Sponsor’s Award Banquet & Gala. Specific location and time to be announced at the beginning of Round 2.

Sponsor reserves the right to provide additional restrictions, requirements, terms, and details regarding the Round 3 Pitch.

Round 3 Judging: The Challenge Judges will judge each of the three (3) Finalist’s Round 3 Pitch’s portions equally as follows (“Round 3 Judging Criteria”):

- The Validated Opportunity – 20%
- Refined Business Model Canvas – 20%
- Edible Product & Visual Package Design – 20%
- Measured Progress – 20%
- Ability to Handle Questions and Comments – 20%

The Finalist whose Round 3 Pitch receives the highest total score amongst all Round 3 Judging Criteria will be deemed the potential “1st Place Grand Prize Winner,” subject to verification. The Finalist whose Round 3 Pitch receives the second highest total score amongst all Round 3 Judging Criteria will be deemed the potential “2nd Place Winner,” subject to verification. The Finalist whose Round 3 Pitch receives the third highest total score amongst all Round 3 Judging Criteria will be deemed the potential “3rd Place Winner,” subject to verification. In the event of a tie, the Round 3 Pitch that received the highest total for the “Refined Business Model Canvas” portion will be the Finalist, subject to verification. If a tie still remains, a new judge will be elected and will evaluate the tied Round 3 Pitch based on the Round 3 Judging Criteria.

1st Place Grand Prize Winner, 2nd Place Winner, and 3rd Place Winner are referred to herein collectively as “Winner(s).” Winners will be notified at the Award Banquet & Gala on August 11, 2016.

Round 2 In-Person Events and Round 3 In-Person Events shall be referred to herein collectively as “In-Person Events.”

† Entrant must be present at the In-Person Events (as applicable) in order to be eligible for such round. If, for any reason, such entrant cannot attend an In-Person Event, such individual will be disqualified from the Challenge, subject to the following caveat: an entrant may name a stand-in to participate/complete an In-Person Event by providing the Sponsor with prior written notice (“Stand-In”). However, such Stand-In will be the sole presenter/representative for such entrant and his/her Entry and, thus, entrant is solely responsible for selecting such Stand-In and is bound by/to such Stand-In’s actions and presentation/pitch. If an entrant needs a Stand-In for more than one In-Person Event, such Stand-In must be the same for all such events. If for any reason the entrant cannot attend any In-Person Event and does not name a Stand-In, does not successfully

name a Stand-In, and/or decides not to name a Stand-In, such entrant may be disqualified and their prize/if any will be forfeited. Each verified Semi-Finalist will receive one (1) \$500 travel voucher to be used towards travel to/from. For the avoidance of doubt, selected and verified Finalists will not receive an additional travel voucher. Each Semi-Finalist and Finalist is solely responsible for all costs associated with attending an In-Person Event that exceeds the \$500 travel voucher (including, but not limited to any hotel stays, transportation for Stand-In, etc.).

9. General Judging and Notification Terms: All Judging will be conducted by Challenge Judges as selected by Sponsor in its sole discretion. Challenge Judges' decisions are final and binding in all respects relating to the selection of the Semi-Finalists, Finalists, and Winners. If any potential Semi-Finalist's notification or a prize is returned as undeliverable, a potential Semi-Finalist/Finalist/Winner is ineligible, or a potential Winner declines the prize, the spot and/or prize will be forfeited. Sponsor's decisions on all matters relating to this Challenge are final and binding in all respects pertaining to this Challenge. Semi-Finalists, Finalists, and Winners are subject to verification, including verification of age. Winners, Semi-Finalists, and/or Finalists may also be required to complete, sign and return an Affidavit/Declaration of Eligibility/Liability Release, and, where lawful, a Publicity Release within the time specified by Sponsor or prize may be forfeited. Prizes won by an eligible entrant who is a minor in his/her state of residence will be awarded to minor's parent or legal guardian, who must sign and return all required documents.

10. Prizes: The prizes available to be awarded to the verified winners are as follows:

- 1st Place Grand Prize (1): One 1st Place Grand Prize Winner will receive \$50,000 seed funding from ADM and \$50,000 in-kind services from NFS for your Idea. Approximate Retail Value ("ARV"): \$100,000.
- 2nd Place Prize (1): One 2nd Place Prize Winner will receive \$20,000 in-kind services from NFS. ARV: \$20,000.
- 3rd Place Prize (1): One 3rd Place Prize Winner will receive \$10,000 in-kind services from NFS. ARV: \$10,000.

Prizes will be awarded solely to the individual that submitted the Entry and no prize will be awarded to any other team/company member and/or Stand-In.

All NFS in-kind services must be used by August 12, 2017. Any unused amount will be forfeited. In-Kind services subject to terms, conditions, and restrictions as set by NFS. In-Kind services from NFS may include, but are not limited to, certain levels of recipe and nutritional analysis, resizing, UPC assignment, marketing, finance and development services, packaging and POS distribution services, and production, processing and storage, depending on the prize level. Additional prize terms and restrictions may be provided to winners at time of award.

ARV is as of date of printing of these Official Rules. The difference in value of prize as stated herein and value at time of prize notification, if any, will not be awarded. Limit: one (1) prize per person/household/Startup. Prizes are non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Prize winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, is used.

11. Release: As a condition of entering, entrants (or their parent or legal guardian if an eligible minor) agree (and agree to confirm in writing): (a) to release Sponsor, its affiliates, subsidiaries, retailers, and agents, and each of their officers, directors, employees and agents (“Released 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 or any item redeemed therewith or any travel related to any In-Person Event; (b) under no circumstances will any entrant be permitted to obtain awards for, and entrant hereby knowingly and expressly waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses and/or any rights to have damages multiplied or otherwise increased; (c) all causes of action arising out of or connected with this Challenge, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys’ fees and court costs.

12. Content License: Submission of Content grants Sponsor and its agents an unlimited, worldwide, perpetual, license and right to publish, use, publicly perform the Content in any way, in any and all media, without limitation, and without consideration to the entrant.

13. Publicity: Except where prohibited by law, each Finalist, Semi-Finalist, and Winner grants (and agrees to confirm this grant in writing, if requested) permission for Sponsor and those acting under its authority to use his/her name, photograph, and/or likeness, as well as the name of the Startup and its logos and trademarks in advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without compensation.

14. General Conditions: Sponsor is not responsible for lost, late, misdirected, undelivered, incorrect, or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Challenge or by any technical or human error which may occur in the processing of the entries. Sponsor reserves the right to cancel, suspend and/or modify the Challenge, or any part of it, if any fraud, bugs, virus, technical failures, or any other factor beyond Sponsor’s reasonable control impairs the integrity or proper functioning of the Challenge, as determined by Sponsor in its sole discretion. Sponsor is not responsible for

computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions, the website, or network connections that are human or technical in nature. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process, the website, or the operation of the Challenge or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Challenge may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

15. Binding Arbitration: Any controversy or claim arising out of or relating to this Challenge shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Illinois law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS CHALLENGE IF YOU DO

NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THE CHALLENGE, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CHALLENGE, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND (2) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY SET FORTH ABOVE AND IN SECTION 11(B)-(D), SO SUCH LANGUAGE MAY NOT APPLY TO EVERY ENTRANT.

16. Governing Law & Jurisdiction: This Challenge and its Official Rules are governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Challenge Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of the State of Illinois, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 15 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Illinois, in the City of Decatur.

17. Entrant's Personal Information: Please see the privacy policy located at <http://www.adm.com/en-us/Pages/privacy.aspx> for details of Sponsor's policy regarding the use of personal information collected in connection with this Challenge. If you are selected as a winner, your information may also be included in a publicly-available winner's list.

18. Winner's List: For a list of winners, please visit www.foodinnovationchallenge.com. Requests must be received by September 12, 2016.