

Beyond Lunch Sustainability Challenge OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

THIS CHALLENGE IS INTENDED FOR PARTICIPATION BY INDIVIDUALS 18 YEARS OF AGE OR OLDER RESIDING IN THE 50 UNITED STATES OR WASHINGTON D.C. AND WILL BE GOVERNED BY DISTRICT OF COLUMBIA LAW. DO NOT ENTER IF YOU ARE NOT A LEGAL U.S. RESIDENT RESIDING IN THE 50 UNITED STATES OR WASHINGTON D.C. AT THE TIME OF ENTRY. FURTHER ELIGIBILITY RESTRICTIONS ARE CONTAINED IN THE OFFICIAL RULES (“**OFFICIAL RULES**”) BELOW.

1. DESCRIPTION: The “**Beyond Lunch Sustainability Challenge**” (the “**Challenge**”) invites eligible teachers (each, an “**Entrant**” and collectively, “**Entrants**”) in collaboration with their classroom students to compete for a \$10,000 donation to their school which is to be used for the reimagination of their school’s lunchroom experience as described below. By participating in the Challenge, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Sponsor of this Challenge, EVERFI, Inc., 2300 N Street N.W., 5th Floor, Washington, D.C. 20037 (“**Sponsor**”). The Presenter of this Challenge is Beyond Meat, Inc., 119 Standard Street, El Segundo, CA 90245 (“**Presenter**”). The Administrator of this Challenge is Creative Zing Promotion Group, LLC (“**Administrator**”), 2265 Lee Road, Suite 229, Winter Park, FL, 32789. Sponsor, Presenter and Administrator shall collectively be referred to as the “**Challenge Entities**”.

The Challenge will operate in accordance with these Official Rules (the “**Official Rules**”) as follows:

- **Submission Period:** The Submission Period begins on or about Tuesday, March 2, 2021 and ends on Tuesday, April 13, 2021 at 11:59:59 pm Eastern Time (“**ET**”) (the “**Submission Period**”).
- **Submission Review, Evaluation & Judging:** Concurrent with and immediately following the Submission Period, eligible Submissions will be evaluated by the “**Judging Panel**” (as that term is defined below) according to the criteria Section 4 of these Official Rules. The Judging Panel will select up to five (5) “**Finalists**” to progress to the next round.
- **Finalist Notification:** On or about Monday, May 3, 2021, up to five (5) Finalists, as determined by the Judging Panel, will be contacted to confirm eligibility, and obtain signed Finalist Documents according to Section 5 of these Official Rules.
- **Finalist Interview:** On or about Thursday, May 20, 2021, the Finalists will participate in brief video interview (“**Finalist Interview**”) according to Section 5 of these Official Rules where each Finalist will have the opportunity to present their Submission on behalf of their class to representatives of the Challenge Entities.
- **Winner Notification:** On or about Tuesday, May 25, 2021, one (1) Winner (the “**Winner**”) will be notified according to Section 6 of these Official Rules.
- **Winner Announcement:** On or about Tuesday, June 1, 2021.

2. ENTRANT ELIGIBILITY: In order for an Entrant to participate in the Challenge and to be considered as a potential Finalist or Winner, the Entrant must meet the following eligibility criteria:

- Entrant must be a legal resident physically residing in the fifty (50) United States or Washington D.C., who is at least eighteen (18) years of age and the age of majority in his/her state of primary residence at the time of entry.
- Entrant must have the authority to enter the Challenge; and secure any and all required consent from the School Principal / Administrator.
- Entrant must be a teacher of a fifth through eighth grade level class and currently employed by an eligible private or public primary school (the “**School**”) as determined or confirmed in Sponsor’s sole discretion.
- Entrant must be a registered user of EVERFI Educational Platform (the “**Platform**”), sign up for the free digital course “*Sustainability Foundations: Plants, Animals, and Our World*” (the “**Course**”), “create a class” in Platform, and activate their class by having at least five (5) students begin taking the Course by the Submission Period End.

- Entrant must be the rightful owner (or have authorized use) of the school email address identified on the entry form. In the event of a dispute over the identity of an Entrant in the Challenge, the Entrant will be deemed the authorized account holder of the email address associated with the Submission and he/she must comply with these Official Rules. “**Authorized Account Holder**” is defined as the natural person in whose name the email account was opened. In the event a dispute regarding the identity of an Entrant cannot be resolved to Sponsor's satisfaction, the affected entry may be deemed ineligible and an alternate potential Finalist or Winner will be selected; and
- Entrant must not be an employee, owner, shareholder, officer, or director of Challenge Entities or any of the foregoing's parent companies, affiliates, divisions, subsidiaries, agents, representatives, promotion, and advertising agencies, together with the immediate family members and/or those living in the same household of such persons (collectively, “**Household Members**”). For purposes of the Challenge “**Household Members**” shall mean those people who share the same residence at least three months a year; “**Immediate Family Members**” shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses.

3. HOW TO ENTER & SUBMISSION REQUIREMENTS: During the Submission Period, eligible Entrants must follow the steps below to enter.

Step 1: The Entrant must visit the Platform at <https://platform.everfi.net/> and complete the online registration for a Teacher account or sign into their existing account with email or username and password.

Step 2: The Entrant must sign up for the free digital course “*Sustainability Foundations: Plants, Animals, and Our World*” (the “**Course**”), “create a class” in the Platform, and activate their class by having at least five (5) students (the “**Class**”) begin taking the course then proceed to Step 3.

Step 3: Entrant must fully and accurately complete the online entry form at www.BeyondLunchChallenge.com (the “**Entry Website**”) and follow the on-screen prompts to upload their classrooms' presentation PDF. The completed entry form and presentation PDF shall collectively be referred to the “**Submission**”. The Submission must include a response to the following prompts:

- Briefly tell us about your class & school.
- In collaboration with your classroom students, clearly outline ideas for changes that could be made within your school's lunchroom to make the overall lunchroom experience more sustainable and reduce environmental impact including recommendations that students, faculty and lunchroom staff could make and be feasibly implemented.

Step 4: Entrant must confirm that they have read, understand and agree to the Official Rules and click “Submit” to receive one (1) entry into the Challenge.

All Submissions must be received by Tuesday, April 13, 2021 at 11:59:59 pm ET. **Limit one (1) unique Submission per Entrant per Class, for the duration of the Submission Period.** Any attempt to obtain more than one entry by using multiple/different identities, registrations, logins, and/or any other methods will void such Entrant's entry and that Entrant may be disqualified from the Challenge. Automated entries are prohibited, and any use of automated devices will cause disqualification. Incomplete, unreadable, or unintelligible entries will be disqualified. ELIGIBLE ENTRANTS MUST ENTER IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED. Participation in the Challenge constitutes Entrant's understanding of, full and unconditional agreement to, and acceptance of these Official Rules. Sponsor reserves the right to disqualify any Entrant that Sponsor determines to be in violation of any term contained in these Official Rules. Sponsor's decision not to enforce a specific provision of these Official Rules does not constitute a waiver of that provision or of the Official Rules generally.

Submission Requirements: Each Submission that is entered into the Challenge must meet the following “Submission Requirements” (any Submission that, in Sponsor's sole and absolute direction, violates the following criteria will be disqualified):

- Submission must respond to the required prompts as outlined above in Step 3.
- Submission must be presented in one (1) of the following formats: Microsoft PowerPoint, Google Slides, Microsoft Word, Google Document or Canva presentation and uploaded to the entry form as a PDF (Max file size 150 MB).
- Submission must be no more than ten (10) slides or pages.

- Submission must be in English.
- Submission may include non-proprietary visuals (i.e., royalty free stock images, original illustrations, graphics and/or artwork by the Entrant's class students).
- Submission must be original to Entrant and Entrant must be the rightful owner of the Submission or must have the rights, title, and interest necessary to utilize the Submission for the Challenge in compliance with these Official Rules.

Submissions are subject to the following Content Restrictions:

- Submission must NOT include prominent mention or depiction of any copyrighted material (including but not limited to music, video games, films, books, television programming, etc.) and must not infringe on any third-party trademarks (including, but not limited to third party elements, brand names, product names, logos, insignia, location signage, photographs, artwork, etc.) EXCEPT for intellectual property associated with EVERFI or Beyond Meat.
- Submission must NOT contain material that is sexually explicit, obscene, pornographic, violent, discriminatory, illegal, offensive, threatening, profane, or harassing.
- Submission must NOT contain material that infringes or violates any applicable laws or regulations or any right of a third party including: (1) patent, trade secret or other proprietary or contractual rights; (2) right of privacy or publicity; or (3) any confidentiality obligation.
- Submission must NOT contain third party individuals from whom Entrant has not obtained permission (or obtained written permission from parent or legal guardian of any minor featured) to display such third-party individual's likeness or any other identifying features in connection with the Submission in accordance with these Official Rules. If applicable, a potential Finalist or Winner may be required to verify such authorization in the form of a release and;
- Submissions must NOT contain any derogatory references to any Challenge Entities.

4. JUDGING: Eligible Submissions will be reviewed and scored by a Judging Panel consisting of representatives of the Challenge Entities. Up to five (5) eligible Submissions with the highest point scores will be determined as potential Finalists, subject to verification of eligibility, execution of the Finalist Documents and compliance with the Official Rules. For consideration as a Winner, each Finalist must be available to participate in the Finalist Interview, as to be defined in Section 5 of these Official Rules. The Judging Panel will evaluate Eligible Submissions based on the following criteria:

- Feasibility of implementation of Submission: 30%
- Clear communication of the classroom's ideas: 25%
- Creative and effective sustainable recommendations presented: 25%
- Uniqueness of Submission: 20%

In the event of a tie, such tied Submissions will be reevaluated in accordance with the aforementioned criteria and the Submission with the highest point score on "Feasibility of Execution" will be deemed the potential Finalist. Sponsor reserves the right to select fewer than five (5) Finalists, no Finalists, and/or to extend the Submission Period and all other dates associated with the Challenge in the event an insufficient number of eligible Submissions are received, as determined by the Challenge Entities, in their sole discretion. If an insufficient number of eligible Submissions or no eligible Submissions are received, no awards will be awarded. Judging scores will not be revealed.

5. FINALIST NOTIFICATION: On or about Monday, May 3, 2021, up to five (5) Finalists, as determined by the judging results, will be notified via the email and/or at the phone number associated with the Submission. Entrant must be able to receive calls from a blocked or unknown number. Potential Finalists will be required to respond as directed by the Administrator to the notification within twenty-four (24) hours (or a shorter time if required by exigencies) of first attempted notification. The failure to respond timely to the notification may result in forfeiture of the potential Finalist standing and, in such case, Sponsor or Administrator may select an alternate Finalist, based on the judging results. Potential Finalists will be required to verify their eligibility, school address and School Principal/Administrator and execute and return an affidavit of eligibility, a liability release, a confidentiality release and, unless prohibited by law, a publicity release and other related documents as may be required by the Challenge Entities. Additionally, each potential Finalist's School Principal/Administrator will be declared as the "Official Contact" (the "**School Principal / Administrator**") for such School and such person's decisions shall be final and binding as to the potential Award. The School Principal/Administrator must execute and return a Finalist pre-qualification school award agreement ("**Finalist Pre-Qualification School Award Agreement**"), waivers, a liability release, a confidentiality release and, unless prohibited by law, a

publicity release and other related documents as may be required by the Challenge Entities (the "**Finalist Documents**") by the deadline date, as determined and communicated by the Challenge Entities in their sole discretion. In the event the potential Finalist's School Principal/Administrator does not return the required documents by the established deadline or declines the potential Award, an alternate Finalist may be selected at the sole discretion of the Sponsor. A potential Finalist CANNOT proceed in the Challenge until all such properly executed Finalist Documents are returned and verified. Finalists and School Principal/Administrator are bound to confidentiality and certain other obligations and are NOT permitted to publicly announce their status as a Finalist (via social or traditional media) until the confirmed Finalists have been publicly announced by the Sponsor (if Sponsor elects to make such announcement) or such other time as Sponsor grants the confirmed Finalists permission to share their status. A Finalist's breach of such confidentiality will result in his/her forfeiture of the Finalist standing, and, in such case, Challenge Entities may select an alternate.

Upon return of the Finalist Documents, each Finalist will be contacted to schedule and participate in a brief video conference interview, currently contemplated to take place via video conference on or about Thursday, May 20, 2021, and Friday, May 21, 2021, as coordinated by the Sponsor. At the Finalist Interview, each Finalist will have the opportunity to present their Submission on behalf of the class to representatives of the Sponsor and Presenter.

As a condition of participation in the Finalist Interview, each Finalist must agree to be recorded, at the Sponsor's sole discretion. The date and times of the Finalist Interview are subject to change at Sponsor's sole discretion. All details are at the sole discretion of the Sponsor. If a Finalist is unable to participate in the Finalist Interview during the date and time chosen by Sponsor, such Finalist forfeits all rights to proceed in the Challenge. Finalist cannot assign or transfer the opportunity to another person, except at discretion of Sponsor. Other restrictions may apply.

6. WINNER DETERMINATION & NOTIFICATION: One (1) Winner will be determined based on a combination of the judging results, and evaluation of the video conference interview using the judging criteria above, at the sole discretion of the Challenge Entities. On or about Tuesday, May 25, 2021, one (1) Winner's School Principal/Administrator will be notified via the email and/or phone. Potential Winner's School Principal/Administrator will be required to execute and return a school award acceptance form ("**School Award Acceptance Form**"), within a reasonable amount of time, as determined and communicated by the Challenge Entities in their sole discretion. The failure to respond timely to the notification may result in forfeiture of the potential Winner standing and, in such case, Sponsor or Administrator may select an alternate Winner, based on judging results. In the event the potential Winner's school declines the Award, an alternate winner may be selected at the sole discretion of the Sponsor.

7. AWARD DESCRIPTION: There is one (1) award available. The award consists of a \$10,000 donation to the winning Entrant's school to implement the Entrant's class submission for a reimagined lunchroom experience that is more sustainable and reduces environmental impact at the school. Sponsor will make the donation in the School's name and payment will be made directly to the School, it must be used solely for this purpose and provide benefit to the general student population as a whole and may not be used for the benefit of any individual.

GENERAL AWARD CONDITIONS: THE ENTRANT'S SCHOOL WILL BE SOLELY RESPONSIBLE FOR ALL FEDERAL, STATE AND/OR LOCAL TAXES, IF APPLICABLE, AND FOR ANY OTHER FEES OR COSTS ASSOCIATED WITH THE AWARD. No substitution is permitted, except at the sole discretion of the Sponsor. Winner cannot assign or transfer the award to another person or school. If an award cannot be awarded due to circumstances beyond the control of Sponsor, a substitute award of equal or greater retail value may be awarded. Sponsor shall use all reasonable efforts to issue the Award to the School within sixty (60) days of winner notification date. If a Winner or the Winner's school cannot accept an award, or any portion thereof, as stated, the award may be forfeited at the sole discretion of Sponsor. Any unclaimed award, if any, will go un-awarded. Other restrictions may apply.

8. MATERIALS/RIGHTS IN SUBMISSIONS/PUBLICITY RIGHTS: Each Submission, and all materials provided in conjunction with the Submission, will remain the property of the respective Entrant who will have sole responsibility and liability for any claims related to such Submission and any other materials submitted by the Entrant. In consideration of a Submission being reviewed and evaluated for this Challenge, each **Entrant** hereby grants to the Sponsor and its designees the irrevocable, royalty-free right to use, copy, transmit, distribute, adapt, modify, delete, display or make derivative works from the Submission in any way so long as

the Challenge Entities do so solely for Challenge-related social media, publicity and promotion and for purposes of Challenge administration, judging and fulfillment. Each Entrant agrees and acknowledges that participation in the Challenge, including, without limitation, the Entrant's decision to upload or post a Submissions for purposes of the Challenge, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between the Challenge Entities and Entrant, does not place the Challenge Entities in a position that is any different from the position held by members of the general public with regard to elements of the Entrant's entry, and that the only contracts, express or implied, between the Sponsor and its designees and Entrant are as set forth in these Official Rules and any additional release forms. By submitting a Submission, 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 Submission on a non-confidential basis to anyone or otherwise use the Submission without any additional compensation. 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. In consideration of Entrant being confirmed as a **Finalist** such Finalist grants to the Challenge Entities the exclusive, irrevocable, fully paid, universal license to use, copy, edit, sublicense, transmit, distribute, publicly perform, publish, delete or display recording of his/her Finalist Interview and his/her Submission, or any portion thereof, including to the extent applicable (a) any information, photo, name, likeness, biographical data, city, state of residence, school name and quotations submitted by Finalist in connection with the Challenge; and (b) all photographs, text, graphics, statements and quotations furnished by Finalist as part of this Challenge (the "**Materials**") included in and/or submitted by Finalist in connection with the Challenge, in any media now known or hereafter devised including, but not limited to all forms of electronic media, print media and all forms of internet and wireless protocol and on a winners' list, if applicable, without further compensation unless prohibited by law. Finalist understands that his or her name, school name, Submission and Finalist Interview may be posted on the Website in connection with the Challenge and/or on Challenge Entities social media channels. Finalist agrees that the Sponsor and its designees have no obligation to display or post the Submission or any Material on the Website and/or social media channels. Finalist authorizes the Sponsor and its designees to utilize, for eternity and in any manner they see fit, the Submission for the purpose of advertising, trade, or promotion without further compensation or consideration in any and all media now known or hereafter developed throughout the universe and to make derivative works from such Materials. Challenge Entities reserve the right to send a media/video crew to document the Winner's submission implementation at the school including, but not limited to, on location at the Winner's school within one (1) year after receiving the award.

9. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: Each Entrant, Finalist and Winner, understand and acknowledge that the Challenge Entities have wide access to ideas, designs, and other materials, and that new ideas are being developed by their own employees, suppliers, and/or business partners. Each Entrant, Finalist and Winner also acknowledges that many ideas may be competitive with, similar or identical to an idea and/or each other in theme, idea, format, or other respects and agrees that he or she will not bring any action against Challenge Entities or any third parties, and will not be entitled to any compensation, as a result of any Challenge Entity's or any third party's use of any such similar or identical material. Each Entrant, Finalist and Winner acknowledges and agrees that the Challenge Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of copyright, patent, trade secret, or other intellectual property rights in and to an idea and/or Submission. Nothing stated herein should be construed to create any kind of employment relationship, contractor relationship, partnership, or joint venture with Challenge Entities.

10. RIGHTS OF CHALLENGE ENTITIES/ DISCLAIMER OF LIABILITY: Challenge Entities, shall have the right and sole discretion to edit or disqualify any Submission whatsoever which it finds to be in violation of the provisions hereof, does not fully comply with all of Challenge Entities requirements in connection with any and all legal clearance issues, or which it finds in its sole discretion to be otherwise objectionable for any reason. Challenge Entities also reserve the right to replace the winning Submission with the Submission of an alternate eligible Entrant in accordance with these Official Rules if such Submission and/or Entrant is withdrawn from or removed from the Challenge for any reason, including without limitation, Entrant's failure to have documents executed as directed by the Challenge Entities. Challenge Entities also reserve the right, in their sole discretion, to adjust times and dates reflected in the Description Section of the Official Rules at any time and/or to terminate the Challenge for any reason in the event that there is an error, problem or cause which impacts the operation, administration or security of the Challenge or the Challenge Entities and, in such situation, to select the Winner from the eligible Submissions received prior to the action taken or in such manner as deemed fair and appropriate by Challenge Entities. The Challenge Entities are not responsible for any materials provided by

Entrants which are deemed harmful or offensive to others or for any harm incurred as a result of the Submission creation. The Challenge Entities are not responsible in any way for any injury, loss or damage which occurs as a result of an opinion expressed or information provided in connection with the Challenge. The Challenge Entities make no warranties, express or implied, as to the content or the accuracy or reliability of any information or statements contained in any Submission. All statements and opinions made by Entrants are those of such Entrants only, and the Challenge Entities neither endorse nor shall be held responsible for the reliability or accuracy of same. Challenge Entities are not responsible for the content or practices of third-party Web sites that may be linked to the Challenge Website. This site may also be linked to Web sites operated by companies affiliated with Challenge Entities. Visitors to those sites should refer to each site's separate privacy policies and practices.

11. WARRANTY: It is an express condition of submission and eligibility that each Entrant warrants and represents that Entrant's Submission is solely owned by Entrant and solely created by Entrant for the purpose of entering this Challenge, and that no other party has any rights or interest in the Submission. Entrant further represents and warrants that the Submission and any use thereof by the Challenge Entities, and each of their respective parent companies, subsidiaries, and affiliates in connection with programming, advertising, promotion, and publicity, shall not infringe upon any statutory or common law copyright and shall not constitute a defamation, or invasion of the right of privacy or publicity, or infringement of any other right of any kind of any third party.

12. CONDITIONS OF PARTICIPATION/RELEASES: Sponsor, in its sole discretion, may designate the Administrator to handle notification and fulfillment tasks on Sponsor's behalf. All applicable federal, state, and local laws and regulations apply. By participating, each Entrant, Finalist and Winner agrees to be bound by these Official Rules and the decisions of the Challenge Entities, which shall be final in all respects. Each Entrant, Finalist and Winner hereby releases the Challenge Entities and each of their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "**Released Parties**") from any and all actions, claims, injuries, death, losses or damages arising in any manner, directly or indirectly, from participation in this Challenge and/or participation in the Finalist Interview or acceptance or use of the award (including any travel or activity associated thereto). The Released Parties shall not be liable for: (i) any injuries, losses, liabilities or damages of any kind including personal injury or death caused by the award or resulting from acceptance, possession or use of a award including participation in any activity or travel related thereto, or from participation in the Challenge; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible Submissions, votes, communications or affidavits, regardless of the method of transmission; (v) any inability of the Finalist or Winner to accept or use any award (or portion thereof) for any reason and such award or portion thereof shall be forfeited; or (vi) any printing, typographical, human, administrative, technological or other errors in any materials or activities associated with the Challenge. Released Parties disclaim any liability for damage to any computer system resulting from participating in or accessing or downloading information in connection with this Challenge. Challenge Entities reserve the right, in their sole discretion, to cancel, modify or suspend the Challenge (or any portion of the Challenge) at any time for any reason or should a virus, bug, computer problem, unauthorized intervention, extenuating circumstance or other problem/cause corrupt or inhibit the administration, security or proper participation of the Challenge and, in such situation, will select the Winner from eligible non-suspect Submissions received prior to and/or after such action or in such manner as deemed fair and appropriate by the Challenge Entities. Challenge Entities may prohibit Entrant from participating in the Challenge or winning an award if, in its sole discretion, it determines Entrant is attempting to undermine the legitimate operation of the Challenge by cheating, hacking, deception, or any other unfair practices or intending to annoy, abuse, threaten or harass any other Entrants or Challenge Entities representatives. ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CHALLENGE MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE CHALLENGE. SHOULD SUCH AN ATTEMPT BE MADE, CHALLENGE ENTITIES RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. BY ENTERING THE CHALLENGE, 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 AWARD AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD PARTY, OUT-OF-POCKET COSTS INCURRED, AND IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND 3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN

ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

13. INDEMNITY: Each Entrant, Finalist and Winner shall indemnify, defend and hold harmless the Released Parties from and against any and all claims, damages, actions, liability, loss, injury or expense, including reasonable attorneys' fees and costs, arising out of or in connection with: (a) participation in the Challenge; (b) a breach or allegation, which if true would constitute a breach of any of the representations, warranties or obligations herein; and (c) acceptance, possession, grant, or use of any prize, including without limitation, personal injury, death and property damage arising therefrom.

14. GOVERNING LAW: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR THE CHALLENGE ENTITIES IN CONNECTION WITH THE CHALLENGE OR IN CONNECTION WITH ANY SUBMISSION OR OTHER MATERIAL SUBMITTED IN CONNECTION WITH THE CHALLENGE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE DISTRICT OF COLUMBIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THESE 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 RULES SHALL OTHERWISE REMAIN IN EFFECT AND SHALL BE CONSTRUED IN ACCORDANCE WITH THEIR TERMS AS IF THE INVALID OR ILLEGAL PROVISION WERE NOT CONTAINED HEREIN.

IN NO EVENT WILL THE CHALLENGE ENTITIES, THEIR PARENT, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES, WEB MASTERS/SUPPLIERS, VENDORS, CONTRACTORS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S IN THE CHALLENGE. WITHOUT LIMITING THE FOREGOING, **ALL AWARDS AND THE PROMOTION ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE CHALLENGE ENTITIES HEREBY EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.** SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

15. DISPUTES: As a condition of participating in this Challenge, Entrants agree that any and all disputes which cannot be resolved between the parties and causes of action arising out of or in connection with this Challenge, shall be resolved individually, without resort to any form of class action, in accordance with the arbitration provision below. Further, in any such dispute, under no circumstances will Entrants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than Entrant's actual out-of-pocket expenses (e.g. costs associated with entering), and Entrant further waives all rights to have damages multiplied or increased.

16. ARBITRATION PROVISION: By participating in this Challenge, each Entrant agrees that any and all disputes the Entrant may have with, or claims Entrant may have against, the Released Parties relating to, arising out of or connected in any way with (i) the Challenge, (ii) the awarding or redemption of any award, and/or (iii) the determination of the scope or applicability of this agreement to arbitrate, will be resolved individually and exclusively by final and binding arbitration administered by the National Arbitration Forum (the "Forum") and conducted before a sole arbitrator pursuant to the Code of Procedure established by the Forum. The arbitration shall be held at a location determined by the Forum pursuant to the Code of Procedure, or at such other location as may be mutually agreed upon by the Entrant and Sponsor. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable Entrant may have entered into in connection with the Challenge. There shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the Entrant's and/or Sponsor's individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. The arbitrator shall not have the power to award special or punitive damages against the Entrant or Released Parties. For more information on the Forum and/or the Forum's Code of Procedure, please visit their website at www.arb-forum.com. If any part of this Arbitration

Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

17. PRIVACY POLICY: Any personal information supplied by you to Sponsor will be subject to Sponsor's privacy policy posted at <https://everfi.com/privacy-policy>. By entering the Challenge, you grant Sponsor permission to share your email address and any other personal information with the other Challenge Entities for the purpose of administration and award fulfillment. Sponsor will not sell, rent, transfer or otherwise disclose your personal data to any third party other than as described herein or in accordance with Sponsor's privacy policy.

18. SPONSOR: EVERFI, Inc 2300 N Street N.W., 5th Floor, Washington, DC 20037.

19. PRESENTER: Beyond Meat, Inc., 119 Standard Street, El Segundo, CA 90245.

20. ADMINISTRATOR: Creative Zing Promotion Group, 2265 Lee Road, Suite 229, Winter Park, FL 32789.

21. WINNER LIST: For the name of the winner and school, send your request along with a stamped, self-addressed envelope to the "Creative Zing –Beyond Lunch Sustainability Challenge" Winner List, 2265 Lee Road, Suite 229, Winter Park, FL 32789. Requests for the name of the winner must be received no later than July 30, 2021.