

Future of Fish Feed

Updates August 2023 Section 1. ELIGIBILITY Section 3b. 1st Submission of the F3 Krill Replacement for Qualification Section 3c. 2nd Submission of F3 Krill Replacement for the Contest

F3 Krill Replacement Challenge Official Rules

The F3 - Future of Fish Feed team (**"F3"**) hereby launches the F3 Krill Replacement Challenge (the "**Challenge**") to innovate a substitute for krill in aquaculture feeds. Krill is widely utilized in aquaculture feeds due to its popularity as an attractant or palatant, as well as its nutritional benefits. However, mismanagement of this crucial organism at the base of the food chain could lead to disastrous consequences for wild ecosystems and commercial fisheries. Reduced dependence on wild-caught ingredients such as krill can future-proof aquaculture from supply chain disruptions, preserve marine ecosystems, and enhance food security.

The current Challenge uses Atlantic salmon as the target species for testing krill replacement products (**"F3 Krill Replacement"**). F3 Krill Replacement candidates are attractants, palatants, or other feed enhancing products, which can replace krill in aquaculture feeds in a feed trial (the **"Challenge Trial"**) that do not contain any fishmeal, fish oil, krill, squid or any other product derived from a marine animal. F3 invites innovators with candidate F3 Krill replacements from the feed additive, ingredient, synthetic biology, and all other relevant sectors to enter their products into the F3 Krill Replacement Challenge.

If the F3 Krill Replacement is qualified as not containing any ingredients from marine animals, the F3 Krill Replacement will be tested in a feeding trial for Atlantic salmon to test the performance of the F3 Krill Replacement candidates. The rules herein and the accompanying Competitor Information Packet describe the Challenge logistics and guidelines. Any questions related to the Challenge may be directed to F3 at <u>f3krillreplacement@gmail.com</u>.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. <u>VOID</u> <u>WHERE PROHIBITED OR RESTRICTED BY LAW</u>.

"Sponsors" are funders of the Challenge. **"Administrator"** is responsible for carrying out the administration of the challenge.

IF YOU REGISTER FOR THE CHALLENGE, YOU ARE THE ENTRANT (AS DEFINED BELOW), AND AGREE TO ABIDE BY THESE F3 KRILL REPLACEMENT CHALLENGE

OFFICIAL RULES ("OFFICIAL RULES") AND THE COMPETITOR INFORMATION PACKET LOCATED ON THE F3 CHALLENGE WEBSITE (F3CHALLENGE.ORG) ("COMPETITOR PACKET"), INCORPORATED HEREIN BY REFERENCE, AS A VALID AND BINDING AGREEMENT BETWEEN THE ENTITY THAT YOU REGISTER FOR THE CHALLENGE AND THE ADMINISTRATOR AND SPONSORS OF THE CHALLENGE. PLEASE PRINT AND KEEP A COPY OF THESE OFFICIAL RULES FOR FUTURE REFERENCE.

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

a. Entrant is a company (i.e., a corporation, partnership, limited liability company or other duly organized legal business entity) and is either the owner or licensee of the rights to distribute one or several distinct formulations of a F3 Krill Replacement that it submits into the Challenge (a "**Submission**");

b. Entrant's Submission(s) will not infringe or violate any patent, copyright, trade secret, trademark or other third-party intellectual property rights;

c. Entrant has all the rights, title, licenses, permissions and consents necessary to use and submit its Submission(s) as part of this Challenge as described in these Official Rules; and

d. Entrant is eligible to participate in the Challenge.

All physical samples included with Submissions become the Sponsors' property and will not be returned. Entrant is responsible for any costs related to its participation in the Challenge.

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

1. ELIGIBILITY. The Challenge is open only to companies that produce attractants, palatants, or other feed enhancing products that may be used as a krill replacement in aquaculture feeds or a F3 Krill Replacement. (Reference Section 4 for F3 Krill Replacement guidelines).

Each such company is known as an "**Entrant**". Producers that use contract manufacturers to produce their F3 Krill Replacement can qualify as an Entrant as long as the F3 Krill Replacement is manufactured according to the producer's formula.

The Challenge is not open to any company residing in Cuba, Iran, North Korea, Russia, Syria, the Crimea, Donetsk People's Republic, and Luhansk People's Republic regions of the Ukraine,

or any other jurisdiction where the Challenge would be restricted or prohibited by law. Void where prohibited and restricted by law. **(Added August 2023)**

Companies affiliated with the Sponsors, Administrator or such parties' parents, subsidiaries, affiliated companies, marketing agencies, or any other parties involved in the administration of the Challenge (the "Challenge Parties") are not eligible to participate in the Challenge.

By participating in this Challenge, each Entrant agrees to be bound by the decisions of the Sponsors, Administrator and judges assigned by the Administrator ("**Judges**"), which shall be final in all matters pertaining to the Challenge.

2. CHALLENGE PERIOD. The "Challenge Period" begins on June 14, 2023 at 12:00:00 am Pacific Time ("Start Date") and ends after the Challenge Trial is completed and the data has been analyzed (approximately October 16, 2024) ("End of Challenge Trial").

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

a. **Registration and Sample Verification:** Entrants must register within three (3) months between the Start Date June 14, 2023 and 11:59:59 p.m. PT on August 31, 2023 ("**Registration Period**"). If additional entrant spots remain open at the end of the Registration Period, this period may be extended via announcement by the Judges to October 31, 2023. During the Registration Period, Entrants may register by completing and submitting the registration form at https://f3challenge.org, which shall include Entrant's name, contact information, and the company owning the formulation of the F3 Krill Replacement, among other requested information ("**Registration Information**"). For the avoidance of doubt, for the purposes of this Challenge, including the receipt of the prize, only the entity listed in the Registration Information will be considered the Entrant. The Registration requires confirmation that the information is complete and accurate. Entrants will receive confirmation that the registration has been received by email to the email address provided in the registration.

 b. 1st Submission of the F3 Krill Replacement for Qualification: All entrants need to deliver:
i. 2kg of F3 Krill replacement to University of Arizona at 1140 E. South Campus Drive, Forbes Building, Room 306, Tucson, AZ 85721 USA within one month of the end of the registration period.

The deadline to register for the Challenge remains August 31, 2023 at 11:59 PM PDT, however the deadline to submit samples has been extended to September 30, 2023 at 5:00 PM PDT. Any samples received after this deadline will not be considered for the F3 Challenge. **(Added August 2023)**

ii. Entrants should notify the F3 Team via email once samples have been shipped, and include the tracking information, instructions on safe storage, handling and manufacturing.

F3 will confirm via email once samples have been received. After samples have been received and tested to confirm that they do not contain ingredients from marine animals including fishmeal, fish oil or krill, then the Entrants whose samples are Qualified will be notified that their ingredient is Qualified, and will be told the number of rounds of feed trials which will be required (one or two). Qualified Entrants can proceed to the next step.

c. **2nd Submission of F3 Krill Replacement for the Contest:** If the first submission has been Qualified, then Qualified Entrants need to submit a second sample of their F3 Krill Replacement for incorporation into feed. Depending on the number of Qualified Entrants, Judges will decide whether there will be one or two rounds of feed trials with a maximum of ten (10) Qualified Entrants. If there are more Qualified Entrants than spots in a trial, the Judges will select F3 Krill Replacements for the trials based on the criteria outlined below, and with consultation from the Scientific Advisory Committee.

For the 2nd Submission of F3 Krill Replacement, Qualified Entrants need to send:

i. **Ten kg** of the F3 Krill Replacement product to an "**F3 Representative**," Dr. Rick Barrows, at: Dr. Rick Barrows, 48 West Plaza del Lago, Islamorada, Florida 33036 USA.

ii. Entrants should notify the F3 Team via email once samples have been shipped, and include the tracking information, instructions on safe storage, handling and manufacturing.

iii. The submission needs to include instructions on safe storage, handling and manufacturing. These instructions should be mailed to the F3 Representative along with the F3 Krill Replacement shipment, and also emailed to <u>f3krillreplacement@gmail.com</u>.

If Qualified Entrants are asked to participate in the first Challenge Trial, their F3 Krill Replacement Products must be delivered within a two and a half (2.5)-month window between November 1, 2023 and January 19, 2024 ("**Submission Period**") for inclusion in a 12-week feed trial starting March 1, 2024 that would end approximately May 24, 2024 and a second 12-week feed trial running approximately June 11, 2024 to September 3, 2024 (**Added August 2023**). The Administrator's computer is the official time-keeping device for the Challenge and is on Pacific Time.

If there is a second Challenge Trial, and Qualified Entrants are asked to participate, a second shipment of the same materials as outlined above (sections i., ii., and iii.) must be delivered within a two and a half (2.5) month window between February 1, 2024 to

April 19, 2024 for inclusion in a second 12 week feed trial which would begin June 11, 2024 and end approximately September 3, 2024. (Removed August 2023)

F3 will confirm via email once samples have been received. The Krill Replacement provided will be incorporated into aquaculture feed as specified by the Entrant within the constraints of the Challenge Rules. Further information on the feed manufacture process may be found in the Competitor Packet.

In summary, during the 2nd Submission Period, Entrants need to:

- (1) Email the following information to <u>f3krillreplacement@gmail.com</u>:
 - (a) the associated complete ingredient list for the Qualified F3 Krill Replacement and the inclusion level specifications for incorporation of the F3 Krill Replacement into the Experimental Feed (as described in the F3 Krill Replacement Guidelines and Requirements section below). This ingredient list will be kept confidential and will just be used for shipping purposes.
 - (b) instructions for incorporation into feed manufacturing
 - (c) safety instructions related to feed manufacturing
 - (d) storage requirements that are within the constraints of the Challenge Host specifications as outlined in the Competitor Packet.
- (2) Ship 10 kg of F3 Krill Replacement to the F3 Representative. The sample will be tested again to confirm that they do not contain ingredients from marine animals including fishmeal, fish oil or krill. A second shipment of an additional 10 kg of F3 Krill Replacement will be requested if a second Challenge Trial is held. (Removed August 2023)
- (3) Each F3 Krill Replacement product shipment needs to be accompanied with physical copies of all of the information which was provided via email in (1) above.

NOTE: THERE IS LIMITED SPACE FOR ENTRANTS IN THE CHALLENGE TRIAL. IF MORE QUALIFIED ENTRANTS REGISTER AND COMPLETE THE SUBMISSIONS PROCESS AND HAVE SUBMITTED AN F3 KRILL REPLACEMENT THAT IS VERIFIED AS MARINE ANIMAL-FREE, THE JUDGES WILL CHOOSE ENTRANTS FROM THE ELIGIBLE ENTRANTS TO MOVE ON TO THE CHALLENGE TRIAL BASED ON: THE DATE/TIME THE REGISTRATION WAS RECEIVED BY SPONSORS, SCALABILITY, WHETHER THE F3 KRILL REPLACEMENT HAS BEEN GENERALLY RECOGNIZED AS SAFE (GRAS) OR APPROVED BY THE U.S. FOOD AND DRUG ADMINISTRATION (FDA) OR A SIMILAR INTERNATIONAL GOVERNING BODY, CURRENT PRODUCTION, AND ACCEPTABILITY OF THE F3 KRILL REPLACEMENT IN THE MARKETPLACE. MULTIPLE ENTRIES BY A SINGLE COMPANY WILL ONLY BE ALLOWED IF THERE ARE LESS THAN FOUR COMPETITORS. Entrants will be notified prior to the start of the Challenge Trial as to whether or not their F3 Krill Replacement will be included. Entrants that violate these Entry Requirements or do not meet the submission deadlines, as determined by the Judges in their sole discretion, will be disqualified from the Challenge and forfeit all interest in the prizes.

4. F3 KRILL REPLACEMENT GUIDELINES AND REQUIREMENTS. The eligibility of the winner's product is subject to verification by isotopic and qPCR analysis, and meeting the requirements as defined in the Official Rules below and as outlined in the Competitor Packet.

To qualify for the Challenge, the F3 Krill Replacement:

a. Must be formulated as a product for use by the "**Challenge Host**," Optimal Aquafeed in Omaha, Nebraska. The Challenge Host will incorporate the F3 Krill Replacement into a base feed (see Competitor Packet). The base feed will be composed of the KNeg feed as outlined in the Competitor Packet, less five percent (5%) of the wheat in the formula. The F3 Krill Replacement will be replaced up to five percent (5%) of the wheat to comprise the "**Experimental Feed**" for Atlantic Salmon in the Challenge Trial. If the F3 Krill Replacement is less than five percent (5%), then the difference will be made up with wheat. See details of the ingredients of the KNeg feed in the Competitor Packet.

b. Must not contain any ingredients consisting of or derived from marine animals, including but not limited to, fish, squid, shrimp, or krill, unless approved by the Judges. While it is acknowledged that aquaculture by-products may be a more responsible source of fish meal and oils, at this time, testing does not allow for differentiation of aquaculture by-products from wild capture fishery products. As such, aquaculture by-products will not be allowed in ingredient formulations eligible for this prize. Algae and other marine plants may be used.

c. May contain genetically modified plant materials;

d. May contain terrestrial animal by-products;

e. Does *not* need to be GRAS or otherwise approved by the FDA since these certifications are specific to the U.S. However, since the F3 Challenge seeks to identify globally relevant solutions, F3 Krill Replacements should be generally accepted in most international markets;

f. Does not need to currently be used in aquaculture feeds, nor do Entrants need to demonstrate a minimum level of current production beyond that necessary for the Challenge ; and

g. Does not need to have been used in salmon aquaculture prior to the Challenge.

h. Must be shippable, storable, manufacturable and safe according to the specifications in the Competitor Packet.

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

5. EXAMINATIONS AND INTERVIEWS.

a. **F3 Krill Replacement Samples.** Each Entrant shall permit Judges to conduct an examination of the Entrant's F3 Krill Replacement product. This examination shall include, among other things, qPCR and isotopic analysis to verify that the F3 Krill Replacement is in accordance with these Official Rules and contains no marine animal ingredient. F3 shall pay for the cost of the laboratory testing.

b. **Interviews.** The Judges shall also be permitted to interview Entrant's directors, officers, and employees; and other individuals involved in the formulation and manufacturing of the F3 Krill Replacement ("**Entrant's Collaborators**") so that they can gather basic information to assess the eligibility of the F3 Krill Replacement. The Judges and F3 Chief Scientific Officer may also request a visit to the F3 Krill Replacement manufacturing locations. By participating in the Challenge, each Entrant agrees to provide any contact information for Entrant's Collaborators reasonably requested by Judges and to make introductions and otherwise provide such assistance as may be necessary to make the Entrant's Collaborators available to the Judges for interviews as requested as part of the Challenge. The Entrant hereby consents to Judges interviewing such parties and agrees that the Entrant's Collaborators may answer all of the Judges' questions, render all assistance requested by Judges and provide all information reasonably requested by the Judges in connection with the Challenge.

c. If any F3 Krill Replacement violates, as determined by the Judges, in their sole discretion, these Official Rules, or if the Entrant does not submit for examination or provide any assistance or information reasonably requested by the Judges, such Entrant will be disqualified from the Challenge. Should there be any question as to the qualification of the product, or in the event that such information cannot be satisfactorily determined, Judges reserve the right to disqualify the Entrant and revoke the determination of such Entrant as a winner and all Entrant's rights in the prize will be forfeited and void.

6. CHALLENGE TRIAL. The F3 Krill Replacement will be shipped to the F3 Representative as detailed in the HOW TO ENTER section above. The F3 Representative will re-package all of the shipments into standardized containers with anonymized labels, and that F3 Representative and the Administrator will be the only entities with knowledge of the company identities affiliated with the F3 Krill Replacements repackaged. The F3 Representative will send samples of the F3 Krill Replacements to a laboratory for a second round of isotopic and qPCR analysis. The Challenge Host will then collect the F3 Krill Replacements with anonymized labels to manufacture them into Experimental Feeds and then administer the Challenge Trial. The Challenge Host and Judges will be blind to the treatment affiliation with the Entrants until the experimental period ends and the Judges have determined the winning Experimental Feed. The Challenge Trial will consist of a 12-week juvenile Atlantic salmon feeding trial at Optimal Aquafeed. Further information on how the trial will be carried out and the winner(s) determined may be found in the Competitor Packet. Competitors may reach out to F3 at any time with questions about the trial by emailing <u>f3krillreplacement@gmail.com</u>.

After the Challenge Trial, all Entrants will be provided the full report on their own F3 Krill Replacement's performance, along with the results of the KPos Control and KNeg Control. Entrants will not receive the Challenge Trial results for other Entrants' F3 Krill Replacements. The winner(s) agrees that its(their) F3 Krill Replacement's Challenge Trial results (e.g. the F3 Krill Replacement's name, Entrant's name, and associated weight gain and feed consumption data from the Challenge Trial) will be made public upon completion of the Challenge Period.

7. WINNER SELECTED BASED ON PERFORMANCE. The metric that will be used to determine the Challenge winner will be performance of the fish fed the Qualified F3 Krill Replacement. "**Performance**" is described in the Competitor Packet.

Performance will be evaluated in two phases. Initially, the F3 **Scientific Advisory Committee** (SAC) will review and analyze all Challenge Trial data and make recommendations to the Judges regarding the Performance of the F3 Krill Replacements during the Challenge Trial.

The Judges will make the ultimate determination of the Challenge winner(s) based on the SAC recommendations and any other contravening factors. The decision of the Judges is final and binding.

In the case of a tie in performance, the prize money will be equally divided between tied Entrants.

Administrator will attempt to notify the winner(s) within thirty (30) days of the Judges' receipt of the final Challenge Trial data by email sent to each winner's email address listed in the Registration Information and by a phone call.

If a winner (i) is determined to be ineligible by the Judges, (ii) fails to respond to the initial verification email or phone call within five (5) days of notification or after three (3) attempts (whichever occurs first), or (iii) is unable to provide a Representative to attend the conference in accordance with Section 9, the Judges reserve the right to disqualify the Entrant and select an alternate winner based upon the Entrant with the next highest level of Performance of Qualified F3 Krill Replacement during the Challenge Trial. In case of prize forfeiture, no further compensation is due by Sponsors.

8. **PRIZE.** Based on the determination of the Judges who have been advised by the Scientific Advisory Committee, the Administrator will award the winner (i) \$100,000 US Dollars and (ii) any additional amounts received from Sponsors through fundraising earmarked for the Challenge prize or through crowdfunding for the Challenge prize through the Challenge website

("**Crowdsourced Funds**"). In the event that the Judges have determined that there is a tie, the prize money will be equally divided between the eligible tied Entrants.

Administrator does not guarantee that a winner (or in the event of a tie, winners) will receive more than the \$100,000 US Dollars prize.

The prize will be presented to the winner(s) at an industry-related conference following completion of the Challenge. The specific conference is to be determined.

The prize will only be awarded in United States dollars. The winner(s) must have an individual representative ("**Representative**") in attendance at the conference in order to accept the prize.

In the event that the conference referenced in the foregoing sentence is canceled, the winner will be informed about whether any portion of the prize will be awarded independent of the applicable conference or whether attendance at alternative event(s) is required, provided that such events (i) shall be related to the seafood industry and/or environmental conservation and sustainability and (ii) shall in no event be later than 180 days from the date that the winner is determined. The Administrator will pay USD \$5,000 per Representative from each of the Winner(s) towards covering the travel costs associated with attending the conference to accept their award.

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

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

9. GRANT OF PUBLICITY. Except where prohibited, by entering the Challenge, the Entrant grants the Sponsors, and Administrator and their agents a worldwide, royalty-free, non-exclusive and sub-licensable right and license to use, distribute, and publicly display the Entrant's company name, logos, trademarks, service marks, location, and information about the prize award, in any way, at any time, in any and all media related to the Sponsors, or Administrator and the promotion of the Challenge, without any additional approval or consent of, and without compensation to the Entrant.

Except where prohibited by law, by accepting the prize, the winner(s) hereby grant the Sponsors, and Administrator and their agents a worldwide, royalty-free, non-exclusive and sub-licensable right and license to use, distribute and publicly display its F3 Krill Replacement's Challenge Trial results, including the F3 Krill Replacement's name, Entrant's name, and associated weight gain and feed consumption data from the Challenge Trial, in any way, at any time, in any media related to F3, the Sponsors, or Administrator and the promotion of the Challenge, without any additional approval or consent of the winner(s). The Performance data associated with non-winning Entrants will only be shared publicly if mutually agreed upon by the Judges and the Entrants.

10. **LIMITATION OF LIABILITY AND RELEASE.** By entering the Challenge, the Entrant agrees that the Challenge Parties will not be responsible or liable for, and Entrant hereby waives and releases the Challenge Parties from, any claims, actions, injuries, costs, losses or damages (collectively "Claims") arising in connection with the Challenge and/or the receipt, use, or misuse of any prize, including, without limitation, those Claims arising in connection with any of the following occurrences that may affect the operation of the Challenge: (a) laboratory or testing errors, technical failures or malfunctions of any kind; (b) hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless, or Internet connectivity, or other online communication problems: (c) errors or limitations of any Internet service providers, servers, hosts, or providers; (d) garbled, jumbled, or faulty data transmissions; (e) failure of any transmissions to be sent or received; (f) lost, late, delayed, or intercepted transmissions; (q) unauthorized human or non-human intervention in the operation of the Challenge, including without limitation, as a result of unauthorized tampering, hacking, theft, viruses, bugs, or worms; (h) lost, late, incomplete, illegible, indiscernible, or misdirected information or reports or any errors in the announcement of the prize, in these Official Rules, the Competitor Packet, promotional materials, or in any other communications or announcements relating to the Challenge.

In the event of any ambiguity or error(s) in these Official Rules or the Competitor Packet, the Judges reserve the right to clarify or modify these Official Rules and/or the Competitor Packet however it deems appropriate to correct any such ambiguity or error(s).

If the Entrant is a California resident, the Entrant hereby waives California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor."

WITHOUT LIMITATION OF THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, (I) THE CHALLENGE PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED WITH (A) THE CHALLENGE OR (B) ANY PRIZE OFFERED OR AWARDED IN THE CHALLENGE, EVEN IF THE CHALLENGE PARTIES HAVE BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES AND (II) ENTRANT'S REMEDIES FOR ANY CLAIMS RELATING TO THE CHALLENGE ARE LIMITED TO ENTRANT'S ACTUAL OUT-OF-POCKET EXPENSES OR PARTICIPATION IN THE CHALLENGE.

11. INDEMNIFICATION. To the maximum amount permitted by law, each Entrant agrees to defend, indemnify and hold harmless the Challenge Parties from and against any and all liabilities, claims, actions, suits or proceedings as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from (i) Entrant's breach of these Official Rules or any representation or warranty herein; (ii) any material, including without limitation, any Submission, provided by the Entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (iii) any misrepresentation made by the Entrant in connection with the Challenge; (iv) failure to pay applicable taxes arising out of the Entrant's participation in the Challenge, including but not limited to, the receipt and use of the prizes; or (v) any breach of any applicable laws arising out of the Entrant's participation in the Challenge.

12. INSURANCE. Each Entrant agrees to carry Commercial General Liability Insurance with limits of at least \$1 million combined single limit bodily injury and property damage liability. This coverage is to be written on an occurrence basis and shall include, but not be limited to, premises and operations liability, cross liability endorsement, personal injury and advertising injury liability, and products/completed operations liability.

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

The Judges may prohibit an entrant from participating in the Challenge or winning the prize if, in their sole discretion, they determine that said entrant is attempting to undermine the legitimate operation of the Challenge by cheating, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants or any Challenge Parties.

14. **RESERVATION OF RIGHTS.** Administrator, in consultation with Sponsors, will appoint a panel of Judges with expertise in aquaculture, marine science and sustainability to make determinations and key decisions related to Entrants and the awarding of the prize. The Administrator in consultation with the Judges shall also appoint a Scientific Advisory Committee to advise the Judges on interpreting the feed trial results, and on statistical analysis as an input to key decisions related to Entrants and awarding the prize. The names and affiliations of the Judges and Scientific Advisory Committee will be posted on the f3challenge.org website. Administrator reserves the right to replace any of the Judges with another qualified Judge should a Judge become unavailable or in the event of a change in sponsoring organizations. If the Challenge is not capable of running as planned for any reason, including without limitation,

due to force majeure or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, government orders, natural disasters, the effects of COVID-19 or any pandemic or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Challenge, the Judges reserve the right, at their sole discretion, to cancel, modify, or suspend the Challenge.

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

16. PRIVACY. Any personally identifiable information collected during an Entrant's participation in the Challenge will be collected by Administrator and used by the Sponsors, Administrator, and Judges for purposes of the proper administration and fulfillment of the Challenge and as otherwise described in these Official Rules and in accordance with Anthropocene Institute's privacy policy found here: <u>https://anthropoceneinstitute.com/privacy/</u>.

17. LIST OF WINNER(S). For the name of the winner, email <u>f3krillreplacement@gmail.com</u>. Requests must be received no later than sixty (60) days after the end of the Challenge Period.

18. SPONSORS AND ADMINISTRATOR.

Sponsors:

- Anthropocene Institute at 2475 Hanover Street, Suite 100, Palo Alto, California 94304 USA, Attn: Cayce Craven
- University of Arizona at 1140 E. South Campus Drive, Forbes Building, Room 306, Tucson, Arizona 85721 USA
- University of Massachusetts Boston at 100 William T Morrissey Blvd, Boston, Massachusetts 02125 USA
- Xiamen University; 422 Siming S Rd, Siming District, Xiamen, Fujian, China, 361005 *Note that an updated list of sponsors is available f3challenge.org.*

Administrator:

Anthropocene Institute at 2475 Hanover Street, Suite 100, Palo Alto, California 94304 USA, Attn: Cayce Craven.

Administrator reserves the right to recognize additional Sponsors during the operation of the Challenge during the Challenge Period.

19. CHANGES. By entering the Challenge, you also agree that the Administrator has the right to make updates and/or changes to, or modify the scope of the Challenge guidelines, Challenge schedule, and winning criteria at any time during the Challenge. Sponsor will attempt to notify Entrants of any material changes at the email used for registration in the Challenge.

The Competitor Information Packet is here.

<u>Glossary</u>

- Administrator: Entity responsible for carrying out the administration of the challenge.
- Challenge: F3 Krill Replacement Challenge
- **Challenge Host:** The entity that is creating the feed and performing the Challenge Trial, Optimal Aquafeed
- **Challenge Period:** Begins on June 14, 2023 at 12:00:00 am Pacific Time and ends on the date that the Challenge Trial is completed (approximately June 24, 2024)
- Challenge Trial: Atlantic salmon feeding trial used to evaluate F3 Krill Replacements during the Challenge
- **Claims:** Any claims, actions, injuries, costs, losses or damages arising in connection with the Challenge and/or the receipt, use, or misuse of any prize
- **Competitor Packet:** Competitor Information Packet associated with the F3 Krill Replacement Challenge which includes additional details regarding the Challenge
- **Crowdsourced Funds:** Any additional prize amounts received from Sponsors through fundraising earmarked for the Challenge prize or through crowdfunding for the Challenge prize through the Challenge website
- End of Challenge Trial: The date that the Challenge Trial is completed (approximately June 24, 2024)
- Entrant: A company (i.e., a corporation, partnership, limited liability company or other duly organized legal business entity) and either the owner or licensee of the rights to distribute one or several distinct formulations of a F3 Krill Replacement that it submits into the Challenge
- Entrant's Collaborators: Entrant's directors, officers, and employees; and other individuals involved in the formulation and manufacturing of the F3 Krill Replacement
- Entry Requirements: Steps required for an Entrant to enter the Challenge, including registration and submission of a F3 Krill Replacement
- **Experimental Feed:** Feed for the Challenge Trial created using up to 5% F3 Krill Replacement and 95% F3 plant-based diet as detailed in the Competitor Packet
- F3: F3 Future of Fish Feed team
- **F3 Krill Replacement:** An attractant, palatant, or other feed enhancing product which may be used as a krill replacement in aquaculture feeds in a feed trial setting
- **F3 Representative:** Dr. Rick Barrows, Chief Scientific Officer of F3 Future of Fish Feed, who will blind-label the F3 Krill Replacements
- Judges: The representatives in charge of determining the Challenge winner(s).
- Official Rules: Official rules of the F3 Krill Replacement Challenge
- **Performance:** Metrics that will be used to determine the Challenge winner(s) as described in the Competitor Packet
- **Registration Information:** Entrant's name, contact information, a list of all companies involved in the formulation of the F3 Krill Replacement, among other requested information found on the Challenge registration form at f3challenge.org

- **Registration Period:** Period during which Entrants may register for the Challenge, June 14, 2023 at 12:00:00 am Pacific Time to 11:59:59 p.m. Pacific Time on October 31, 2023
- **Representative:** A single individual representing each winner at the selected industry conference where the Challenge prize will be awarded
- Scientific Advisory Committee (SAC): The group of advisors responsible for reviewing and analyzing all Challenge Trial data and making recommendations to the Judges regarding the Performance of the F3 Krill Replacements during the Challenge Trial.
- **Sponsors:** Funders of the Challenge
- Start Date: Date that the Challenge registration opens, June 14, 2023 at 12:00:00 am Pacific Time
- Submission: F3 Krill Replacement submitted to the Challenge
- **Submission Period:** Period during which Entrants may send their Submission to the Challenge Host, a three and a half (3.5)-month window between November 15, 2023 and February 28, 2024