

siggi's starters[™] 2021

About the Grant Program and Abbreviated Rules (Pages 1-3) Official Rules (Pages 4-12)

ABOUT THE GRANT PROGRAM

siggi's dairy began in 2005 when Siggi Hilmarsson, a native of Iceland, felt homesick for skyr – a thick, creamy, high-protein yogurt that was a staple of his childhood diet. The yogurts he found on shelves in the US were much too sweet and artificial for his liking. His mother sent him a recipe and with that, he began making skyr in his small New York City apartment. Within just a few months, Siggi refined his technique, quit his day job, and moved his humble skyr-making operation from his home kitchen to a full-scale dairy plant in Upstate New York. He never planned to become a "yogurt entrepreneur" but was driven by his desire to make yogurt with simple ingredients and not a lot of sugar.

The siggi's starterssM grant program is based on the principle that a simple yet innovative idea can flourish and create positive impact when paired with the right mentorship and support − similar to the founding principles that led Siggi Hilmarsson to create the siggi's skyr brand back in 2005. The grant program supports nutritional professionals seeking to develop innovative ways to improve health in their local communities.

The siggi's starters[™] grant program will help empower registered dietitian nutritionists looking to support and/or improve community nutrition with funding and mentorship to bring their ideas to life. A panel of judges, including Siggi himself, will choose three grant applicants from all eligible entries based on a specified criteria. siggi's will fund the development and execution of the selected applicants' respective community nutrition education program ideas through the award of a \$20,000 grant.

ABBREVIATED RULES

The Program begins at 8:00 a.m. Eastern Standard Time (EST) on March 10th, 2021 and ends at 11:59:59 p.m. (EST) on May 10, 2021 (the "Application Period").

The Submission Criteria:

- The community nutrition education program must make a positive impact with attainable community nutrition goals/programs.
- The program may be designed to resonate with a broad range of age groups and nutrition comprehension or be for a specific population (e.g., childhood nutrition, diabetes education).
- The program must be engaging in nature and based on current guidelines and science.
- The program components do not have to make mention of the siggi's brand or yogurt (but could if applicant so chooses).
- Each applicant's concept must be budgeted to cost no more than \$20,000 to plan and execute.
- The program submitted by applicants must align with the siggi's brand philosophy:
 - Simple ingredients
 - Not a lot of sugar
 - No artificial sweeteners or alternative sweeteners like stevia
 - Real, whole foods



Individual applicants must be registered dietitian nutritionists (RDNs) or dietetic technicians registered (DTRs) at the time the grant is awarded. An application may be submitted on behalf of a non-profit 501(c) organization by a duly authorized employee of such organization who is also a registered dietitian nutritionist or dietetic technician registered at the time the grant awarded. An application submitted by an applicant individually may not be transferred to an organization. Nor can the grant be transferred from an individual applicant to an organization.

Application:

Using the application template, describe your proposal for a community-focused nutrition program that aligns with the siggi's brand philosophy. Be specific about the goals your program will achieve. Describe the tools and/or resources you would use or create to execute your proposal. Ideas that improve or build upon existing programs, tools, or resources may also be submitted; provided that such submission and/or the development and/or execution of your proposal does not violate any third party rights.

Using the application template, include a detailed budget proposal for the development and execution of the program, specifying the types of costs that would need to be covered. Be sure to consider and include the cost for any external vendors. Each proposal's total budget should not exceed \$20,000.

The complete application must be submitted and accepted by the siggi's starters application portal during the Application Period.

At the end of the Application Period, a pool of applicants will be selected by a panel of judges from all eligible applications using the weighted judging criteria outlined in the Judging Criteria section below. Once selected, siggi's will open those applications for public voting beginning at 12:00 p.m. (EST) on June 1, 2021 and ending at 11:59:59 p.m. (EST) on August 3, 2021 (the "Voting Period"). The public voting phase will give the selected applicants the opportunity to secure votes for their proposal via the application portal during the Voting Period. Applicants will be provided with a toolkit designed to help raise support for their respective proposals. Members of the public will be invited to vote by selecting one proposal from the ones selected by the panel of judges using the public voting criteria outlined below during the Voting Period. Only one vote may be made by a voting member of the public during the Voting Period. The selected applicants will be provided with a toolkit designed to help raise support for their respective proposals during the Voting Period. At the end of the Voting Period, the number of total votes received during the Voting Period for each proposal submitted by the selected applicants will be factored into the weighted judging criteria to be used by a panel of judges (15% of the total judging criteria) as outlined below to select three (3) applicants to receive a grant.

Grant:

Each of the three (3) selected applicants will receive a \$20,000 grant from siggi's.

As part of the grant program execution, each grant recipient must adhere to a schedule of key milestones for program execution as outlined in his/her original application. In addition, each grant recipient must submit quarterly budget and program updates to siggi's through the application portal. At the conclusion of each program, a full recap and detailed budget must be submitted to siggi's through the application portal. Grant recipients may be asked to participate in future siggi's starters activities as schedules allow for future years of the program. Participation is not required.



As part of the grant program execution, each grant recipient agrees to participate in ongoing mentorship to be offered by siggi's and/or a third party designated by siggi's, at its sole discretion, for the duration of the execution of the Grant recipient's program. Mentorship may be provided on topics related to but not limited to marketing, PR, finance/accounting, social media, website development, and nutrition support, as available.

ALL APPLICANTS MUST REVIEW AND AGREE TO THE OFFICIAL RULES.



"siggi's starters" GRANT PROGRAM

****OFFICIAL RULES****

NO PURCHASE OR PAYMENT NECESSARY TO APPLY OR BE AWARDED A GRANT A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING VOID WHERE PROHIBITED BY LAW

The Grant Program. The siggi's starterssm grant program (the "Program" or the "Grant Program") is sponsored by The Icelandic Milk and Skyr Corporation, 77 Water St., Mezz, New York, NY 10005 ("siggi's").

Eligibility. Open only to legal residents of the 50 United States and the District of Columbia who are 18 years of age or older at the time of application in the Grant Program (or in the case of legal residents of jurisdictions where the age of majority is greater than 18 years of age, such age of majority under the laws of the jurisdiction in which they reside at the time of application, and who are registered dietitian nutritionists (RDNs), dietetic technicians registered (DTRs) at the time the potential Grant Recipient (as defined below) is notified by siggi's on or about August 15, 2021 that his/her application has been selected. Employees, officers, and directors of siggi's or its parent company, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of Grant Program materials, or members of the same household (whether related or not) of such employees/officers/directors are not eligible to apply. Subject to all federal, state, and local laws and regulations. Void in all U.S. territories and possessions outside of the continental United States and where prohibited by law or restricted by such laws, including but not limited to jurisdictions with laws that would require registration and/or trust account or posting of a bond, or any other requirements that have not been satisfied. The Grant Program is governed exclusively by the laws of the United States.

Application of Rules. All applicants must review and agree to these Official Rules. By applying for the Grant Program, each applicant warrants that he/she has read and agrees to abide and be bound by these Official Rules and that he/she is not prohibited from applying and participating in the Grant Program. Submission of an application automatically constitutes applicant's agreement to be bound by these Official Rules. Applicants further agree that siggi's shall retain full authority, in its sole discretion, to interpret and administer these Official Rules, and to be bound by all decisions and interpretations made in good faith by siggi's.

Grant Program Period. The Grant Program begins at 8:00 a.m. Eastern Standard Time (EST) on March 10, 2021 and ends on 11:59:59 p.m. (EST) on May 10, 2021 (the "Grant Program Application Period"). Application is free, and no purchase or payment of any kind is necessary to apply or be selected to receive a grant. Limited to only one (1) application per applicant during the Grant Program Application Period. Entries received in excess of the above stated limitation will be void.

How to Apply. To apply the Grant Program ("Grant Program"), submit your idea for a community nutrition education program that aligns with the philosophy of the siggi's brand (the "Idea") by completing the program application during the Grant Program Application Period in accordance with the following Submission Criteria and Submission Guidelines:



Submission Criteria:

- The community nutrition education program must make a positive impact with attainable community nutrition goals/programs.
- The program may be designed to resonate with a broad range of age groups and nutrition comprehension or be for a specific population (e.g., childhood nutrition, diabetes education).
- The program must be engaging in nature and based on current guidelines and science.
- The program components do not have to make mention of the siggi's brand or yogurt (but could if applicant so chooses).
- Each applicant's concept must be budgeted to cost no more than \$20,000 to plan and execute.
- The program submitted by applicants must align with the siggi's brand philosophy:
 - Simple ingredients
 - Not a lot of sugar
 - No artificial ingredients, including sweeteners
 - Real, whole foods

Individual applicants must be registered dietitian nutritionists (RDNs) or dietetic technicians registered (DTRs) at the time the grant is awarded. An application may be submitted on behalf of a non-profit 501(c) organization by a duly authorized employee of such organization who is also a registered dietitian nutritionist or dietetic technician registered at the time the grant awarded. An application submitted by an applicant individually (and not on behalf of a specific non-profit 501(c) organization as noted above) may not be transferred to an organization. Nor can the grant awarded be transferred from an individual applicant to an organization.

Submission Guidelines:

In 550 words or less, describe your proposal for a community-focused nutrition program that aligns with the siggi's brand philosophy. Be specific about the goals your program will achieve. Describe the tools and/or resources you would use or create to execute your proposal. Ideas that improve or build upon existing programs, tools, or resources may also be submitted; provided that such submission and/or the development and/or execution of your proposal does not violate any third party rights.

Using the application template, include a detailed budget proposal for the development and execution of the program, specifying the types of costs that would need to be covered. Be sure to consider and include the cost for any external vendors. Each proposal's total budget should not exceed \$20,000.

The complete application must be submitted and accepted by the siggi's starters application portal during the Application Period.

The application, proposal, and other required information must be submitted in the English language. All application information, proposals, and other information submitted shall be collectively referred to herein as the "Submissions" or each as a "Submission." Submissions must comply with the Submission Criteria, the Submission Guidelines and the Content Restrictions set forth in these Official Rules. siggi's reserves the right to cancel or modify the Grant Program in the event an insufficient number of



applications are received that meet the minimum weighted judging criteria to be used by the original panel of judges. Limit one (1) application per person. All required elements of an application must be submitted at the same time. The complete application must be received by siggi's within the Grant Program Application Period.

All applicants must have a valid email address. No automated entry devices and/or programs permitted. Receipt of entries will not be acknowledged or returned. siggi's is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed application forms are eligible. Proof of submission will not be deemed to be proof of receipt by siggi's. Any attempt by any applicant to obtain more than the stated number of entries by using multiple/different accounts, identities, registrations and logins, or any other methods will void that applicant's entries and that applicant may be disqualified.

In the event of a dispute, the authorized account holder of the email address used to register on the account will be deemed to be the applicant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. A potential grant recipient may be required to show proof of being the authorized account holder.

Materials submitted to siggi's by applicant shall not contain any protection feature designed to prevent its use, or any computer virus or other similar programs. Applicants acknowledge and agree that their respective entries become the property of siggi's, subject to these Official Rules, and will not be returned.

By applying, each applicant warrants and represents that the information contained in the application is true and correct in all material respects and that siggi's may rely on such information in its efforts to comply with applicable laws and regulations <u>and</u> that with respect to each of his/her Submissions: (a) the Submission is applicant's own creation; (b) the Submission, and/or the development and/or execution of the proposal included in such submission, will not violate or infringe on any rights of any third parties; (c) the Submission is in all respect free and clear of any claims or rights of third parties; and (d) the Submission, and/or the development and/or execution of the proposal included in such submission, does not contravene any contractual, legal or other obligation.

Use of Submission. By applying the Grant Program, each applicant consents to grant siggi's a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submission, in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including but not limited to on any and all Internet media, including its web sites and properties (e.g., http://siggis.com/) and on social networking sites (i.e., Facebook, YouTube, Twitter etc.), for any legal purpose whatsoever. **BY SUBMITTING AN APPLICATION, APPLICANTS GRANT SPONSOR THE RIGHT TO POST THE SUBMISSIONS, IN WHOLE OR IN PART, ON ITS WEBSITES AND SOCIAL MEDIA SITES FOREVER WITHOUT ANY ADDITIONAL PERMISSION BEING REQUIRED OR COMPENSATION.**

Content Restrictions. By applying the Grant Program, each applicant agrees that his/her Submissions conform to the Content Restrictions as defined below and that siggi's, in its sole discretion, may remove any Submission and disqualify an applicant from the Grant Program if it believes, in its sole discretion,



that the applicant's Submissions fail to conform to the Grant Program Restrictions or is otherwise in violation of the Official Rules.

Content Restrictions:

- The Submissions must be in English.
- The Submissions must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity, or any other intellectual property rights.
- The Submissions must not in any way disparage siggi's or any other person or party.
- The Submissions must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous, or libelous.
- The Submissions must not contain material that promotes bigotry, racism, hatred, or harm against
 any group or individual or promotes discrimination based on race, gender, religion, nationality,
 disability, sexual orientation, or age.
- The Submissions must not contain material that is unlawful, in violation of or contrary to the laws or regulations of the United States or of any jurisdiction where Submission is created.
- The Submissions cannot promote illegal drugs or firearms (or the use of any of the foregoing), or any activities that may appear unsafe or dangerous, or any political agenda or message.
- The Submissions must be consistent with the image and values of siggi's and be consistent with and satisfy the purpose of the Grant Program.

Each applicant acknowledges that other applicants may have used ideas and/or concepts in their Submissions that may be similar in idea or concept to what is included in applicant's Submissions. Each applicant understands and agrees that he/she shall not have any claim against any other applicant or siggi's arising out any such similarity or be entitled to any compensation because of any such similarity.

The decisions of siggi's are final and binding in all matters relating to the Grant Program, including, but not limited to, interpretation and application of these Official Rules. By applying the Grant Program, applicants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Grant Program.

Selection of Grant Recipients.

At the end of the Application Period, a pool of applicants will be selected by a panel of judges from all eligible applications using the weighted judging criteria outlined in the Judging Criteria section below. Once selected, siggi's will open those applications for public voting beginning at 12:00 p.m. (EST) on June 1, 2021 and ending at 11:59:59 p.m. (EST) on August 3, 2021 (the "Voting Period"). The public voting phase will give the selected applicants the opportunity to secure votes for their proposal via the application portal during the Voting Period. Applicants will be provided with a toolkit designed to help raise support for their respective proposals. Members of the public will be invited to vote by selecting one proposal from the ones selected by the panel of judges using the public voting criteria outlined below during the Voting Period. Only one vote may be made by a voting member of the public during the Voting Period. The selected applicants will be provided with a toolkit designed to help raise support for their respective proposals during the Voting Period. At the end of the Voting Period, the number of total votes received during the Voting Period for each proposal submitted by the selected applicants will be factored into the



weighted judging criteria to be used by a panel of judges (15% of the total judging criteria) as outlined below to select three (3) applicants to receive a grant.

Judging Criteria:

On or about August 5, 2021, a pool of applicants will be selected from all eligible applications by a panel of judges to enter into a public voting period, based on the following weighted judging criteria:

50% - potential to achieve a sustained positive impact on overall community nutrition

30% - potential to achieve long-term positive impact within applicant's local community

20% - creativity and originality

The pool of selected applications selected by the panel of judges will be posted on the application site for open public voting starting during the Voting Period. Members of the public will be invited to vote by selecting one proposal from the ones selected by the panel of judges using the weighted public voting criteria outlined below during the Voting Period:

50% - potential to achieve a sustained positive impact on overall community nutrition

30% - potential to achieve long-term positive impact within applicant's local community

20% - creativity and originality

Only one vote may be made by a voting member of the public during the Voting Period.

Three (3) applications will be chosen from the public voting pool to receive a grant by another panel of judges, including Siggi himself, based on the following weighted judging criteria:

- 40% potential to achieve a sustained positive impact on overall community nutrition
- 30% potential to achieve long-term positive impact within applicant's local community
- 15% public votes
- 15% creativity and originality

Grants. Three (3) recipients (each a "Grant Recipient") will receive the following:

A twenty thousand dollar (\$20,000) grant (the "Grant") to plan and execute his/her proposal. Up to four (4) required check-ins will be scheduled between the Grant Recipient and the siggi's team to offer guidance for the development and execution of the proposal. The Grant Recipient will be required to start the planning and execution of their proposal by December 1, 2021, and submit a full recap and report on the success of the development and execution of year one of the proposal by December 1, 2022. Were the Grant Recipient to fail to comply with the program requirements, the Grant Recipient agrees to reimburse siggi's the entire amount of the grant if notified in writing by siggi's of such failure and the Grant Recipient fails to cure such failure within ten (10) days from the date of such notice.

The Approximate Retail Value ("ARV") of each Grant: \$20,000. Total AVR: \$60,000.



Grant will be awarded to each Grant Recipient in the form of a check. The Grant is non-transferable. All taxes and expenses not specifically listed herein are the responsibility of the Grant Recipient. Limit one (1) Grant per Grant Recipient.

As part of the grant program execution, each Grant Recipient agrees to participate in ongoing mentorship to be offered by siggi's and/or a third party designated by siggi's, at its sole discretion, for the duration of the Grant Recipient's program's execution. Mentorship may be provided on topics related to but not limited to marketing, PR, finance/accounting, social media, website development, and nutrition support, as available.

Each Grant Recipient is solely responsible for reporting and paying any and all applicable federal, state, and local taxes due in connection with the grant received. Each Grant Recipient will be required to complete and submit an IRS Form W-9 for receipt of any grant valued at \$600 or more. Failure to submit a complete IRS Form W-9 will result in forfeiture of the grant. Receipt of any grant is conditioned upon compliance with all applicable federal, state, and local laws, rules and regulations and these Official Rules. siggi's will not replace the Grant or any portion thereof in the event of loss.

TAX GROSS UP PAYMENT: Each Grant Recipient will also receive a single cash payment in the form of a corporate check which is intended to assist with any federal, state, or other tax obligations related to the Grant (the "Tax Gross-Up Payment"). The amount of Tax Gross-Up Payment will be computed based upon the actual retail value of the Grant and assuming that the Grant Recipient's combined tax rate for all federal, state, and other tax obligations related to such grant is 15%. The Tax Gross-Up Payment is intended to assist with any federal, state, or other tax obligations related to the Grant. **The Tax Gross-Up Payment may not be sufficient to cover the Grant Recipient's entire tax liability related to Grant received.** siggi's will comply with all tax reporting requirements, including a Form 1099-MISC issued to the Grant Recipient.

Grant Recipient Notification. Each potential Grant Recipient will be notified via email or telephone on or about August 15, 2021. Potential Grant Recipient may be required to sign and return, where legal, an Affidavit or Declaration of Eligibility, Liability/Publicity Release and/or rights transfer document (including transfer/assignment of rights in the Submissions to siggi's) within the time frame designated by siggi's. Potential Grant Recipient will be required to email siggi's within 5 calendar days to confirm his/her willingness to accept the grant. If potential Grant Recipient cannot be contacted within two (2) calendar days of first notification attempt, if any component of the notification is returned as undeliverable, if any potential Grant Recipient rejects his/her grant (or any portion thereof), or in the event of noncompliance with these Official Rules, such Grant Recipient's grant will be forfeited and will be awarded to the Submissions with the next highest score. Upon forfeiture, no compensation will be given.

Conditions/Use of Grant Recipient's Name and Likeness/Release. Submissions may be cut, edited, reformatted, rearranged, combined with other materials and/or otherwise modified, in the sole and absolute discretion of siggi's. Participation in the Grant Program and/or acceptance of the grant constitutes Grant Recipient's permission for siggi's and its licensees to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, Submissions and/or any statements made by Grant Recipient regarding the Grant Program or siggi's, participation in and/or success of the Grant program for advertising and promotional purposes (including media outreach and press releases), in any form, media or technology now known or later developed, including but not limited

siggis

to on any and all Internet media, including its web sites and properties (e.g., siggis.com) and on social networking sites (i.e., Facebook, YouTube, Twitter, etc.), for any legal purpose whatsoever, without notice or additional compensation, except where prohibited by law. BY SUBMITTING AN APPLICATION, APPLICANTS GRANT SPONSOR THE RIGHT TO POST THE SUBMISSIONS, IN WHOLE OR IN PART, ON ITS WEBSITES AND SOCIAL MEDIA SITES FOREVER WITHOUT ANY ADDITIONAL PERMISSION BEING REQUIRED OR COMPENSATION.

By participating, applicants and Grant Recipient agree to release and hold harmless siggi's, their licensee, advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, (the "Released Entities") from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in the Grant Program, or possession, acceptance and/or use or misuse of the grant received or participation in any Grant Program-related activity, the receipt of any mentoring in connection with the receipt of a grant, and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action. Applicants who do not comply with these Official Rules, or attempt to interfere with the Contest in any way shall be disqualified. siggi's is not responsible if the Grant Program cannot take place or if any grant cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism or any contingency beyond its control.

Additional Terms. Any attempted form of application other than as set forth above is prohibited; no automatic, programmed; robotic or similar means of submissions are permitted. The Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of application information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to apply the Grant Program, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in the Grant Program or downloading any materials in the Grant Program. siggi's reserves the right, in its sole discretion, to cancel, terminate, modify, extend, or suspend the Grant Program should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Grant Program. In such case, siggi's will select the Grant Recipient from all eligible entries received prior to and/or after (if appropriate) the action taken by siggi's. siggi's reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the application process or the operation of the Grant Program or web site. siggi's may prohibit an applicant from participating in the Grant Program or receiving a grant if, in its sole discretion, it determines that said applicant is attempting to undermine the legitimate operation of the Grant Program by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick application programs) or intending to annoy, abuse, threaten or harass any other applicants or siggi's representatives.

CAUTION: ANY ATTEMPT BY A GRANT PROGRAM TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GRANT PROGRAM MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.



Limitation of Liability; Disclaimer of Warranties. IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF APPLICANTS' PARTICIPATION IN THE GRANT PROGRAM, USE OF ANY SUBMISSIONS PROVIDED BY APPLICANTS, POSTING ON OR ACCESS AND/OR DOWNLOAD OF ANY MATERIALS OR INFORMATION FROM ANY WEB SITE OWNED, OPERATED OR CONTROLLED BY SPONSOR OR ITS PARENT OR AFFILIATED COMPANIES, OR ACCEPTANCE OR USAGE OF THE GRANT OR ANY MENTORING RECEIVED IN CONNECTION WITH THE GRANT PROGRAM OR ANY PORTION THEREOF, AND INCLUDING WITHOUT LIMITATION DAMAGE TO PROPERTY AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DAMAGES FOR BODILY OR PERSONAL INJURY, EVEN IF SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. WITHOUT LIMITING THE FOREGOING, THE GRANT PROGRAM AND ALL GRANTS AND MENTORING ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE 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.

Disputes; Governing Law. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Grant Program. Any controversy or claim arising out of or relating to these Official Rules and/or the Grant Program shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, City of New York.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the applying of any judgment on an arbitration award in connection with these Official Rules and/or the Grant Program, Grant Program participants irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of New York in the State of New York. Grant Program participants agree not to raise the defense of forum non-convenient.

Use of Data. As permitted by law and in accordance with these Official Rules, each applicant agrees that siggi's may use the information that he/she provides in connection with the Grant Program for the purposes and within the context of the Grant Program, for internal purposes, and for any other purposes outlined in these Official Rules. In the event of a conflict between these Official Rules and Privacy Policy, these Official Rules shall control.

List of Grant Recipients. To obtain the name of Grant Recipients, send an email to <u>jenna.amos@siggis.com</u> after November 1, 2021 and before December 31, 2021.

siggis

Conflict. In the event there is a discrepancy or inconsistency between statements contained in any Grant Program materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control.