

## **2023 Alabama Farmers Federation Ag Innovation Challenge Terms and Conditions**

Welcome to the 2023 Alabama Farmers Federation Ag Innovation Challenge (sometimes referred to herein as “The Challenge”), administered by Alabama Farmers Federation.

***Your entry into the 2023 Alabama Farmers Federation Ag Innovation Challenge is deemed acceptance of these Terms & Conditions by each individual currently involved with the business represented (each or together, an “Applicant”).***

In the event that a winner fails to satisfy any of the eligibility requirements and/or the Terms & Conditions, that prize winner shall not be entitled to the prize and the prize may be awarded to another eligible entrant, or the prize may not be awarded, at Alabama Farmers Federation’s sole discretion.

### **1. ELIGIBILITY:**

#### **NO PURCHASE IS NECESSARY TO ENTER OR WIN.**

1) The 2023 Alabama Farmers Federation Ag Innovation Challenge is open to all Alabama Farmers Federation members. To be eligible, Applicants must be a member of the Alabama Farmers Federation. In addition, Applicants must be at least 18 years of age and legal residents of the United States at the time of entry. Employees of Alabama Farmers Federation, AFBF and its affiliated companies, employees of the Farm Bureau Bank, and Farm Credit system entities and their affiliated organizations are not eligible to compete. **VOID where prohibited.**

2) All businesses entered into The Challenge must be for-profit. Non-profit businesses are not eligible.

3) Applicant Team Lead must be at least 18 years of age to enter.

4) Businesses who have received a funding round beyond Series A are not eligible to compete in The Challenge.

5) Previous national Semi-Finalist businesses are not eligible to compete in The Challenge for at least one year.

6) At least one member of the Alabama Farmers Federation’s winning business team must be available to attend and participate in the national competition held during the American Farm Bureau Federation's Annual Convention (“Convention”) in Salt Lake City, UT from January 12, 2024 to January 17, 2024 if that team is chosen as one of AFBF’s Top Ten Semi-Finalist in September 2023.

### **2. HOW TO ENTER**

To apply for the 2023 Alabama Farmers Federation Ag Innovation Challenge, please complete and submit the application found here: <https://alfafarmers.org/ag-innovation/> by October 28, 2022 at 4:00pm CDT. Late entries will not be accepted.

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### **3. PRIZES**

Alabama Farmers Federation will distribute \$10,000 total prize money as follows:

From the applicants, a Winner will be selected and will receive \$10,000 in prize money. The winner will be expected to represent Alabama in the AFBF National competition. National Semi-Finalists will be announced in September 2023 and will travel to the 2024 AFBF Annual Convention in Salt Lake City, UT on January 11-17, 2024 to compete live.

Alabama Farmers Federation reserves the right to conduct a background check on any Applicant, at Alabama Farmers Federation's sole cost and expense, as a condition awarding prize money to any Applicant.

### **4. SELECTION PROCESS**

Alabama Farmers Federation's Challenge will consist of applicants submitting their online applications through The Challenge website at <https://alfafarmers.org/ag-innovation/>. The application calls for inclusion of various information regarding an Applicant's business plan, photos and a video pitch. A judging committee will review the applications and select the Winner which will be announced on Monday, December 5th, 2022 at the Federation's Annual Meeting in Montgomery, AL.

### **5. CHALLENGE PERIOD**

The Challenge Application must be completed by October 28th, 2022 at 4:00 pm CDT.

The winner's application will be submitted for the 2024 National AFBF Ag Innovation Challenge competition which opens in January 2023. **Decisions of the judges are final.**

### **6. TAXES**

All prize money is taxable, and payment of the applicable taxes is the sole responsibility of the winner.

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### **7. ADDITIONAL TERMS AND CONDITIONS**

- 1) **Challenge Application.** Information contained in The Challenge Application <https://alfafarmers.org/ag-innovation/> forms part of these Challenge Terms and Conditions.
- 2) **Entry is Acceptance of all Terms and Conditions.** Entry into The Challenge constitutes unconditional agreement to and acceptance of these Terms and Conditions and the Terms and Conditions of the [American Farm Bureau Federation's Ag Innovation Challenge](#). The Applicant is responsible for ensuring his or her familiarity with the Terms and Conditions.
- 3) **Originality of the Work Submitted.** The materials submitted via The Challenge Application shall be the original work of the Applicant. Applicant represents that they are not under any agreement or restriction which prohibits or restricts his or her ability to disclose or submit the ideas of the concepts in the materials to The Challenge.

#### **1) Use of Materials/Privacy**

A. All Applications will be submitted via a secure website utilizing industry standard physical, electronic, and managerial safeguards to prevent unauthorized access to and disclosure of Applicant data, including but not limited to, the security of the physical environment in which the data is stored, processed, and transmitted.

B. Applicants acknowledge and agree that the following materials submitted by Applicants will be used in the promotion of The Challenge and will be displayed on public webpage(s) showcasing The Challenge and the Applicants:

- 1) Names (Account Creator, team members) and Company name
- 2) Location of business or primary residence (city, county, state)
- 3) Industry represented by your business
- 4) Length of time your business has been in operation
- 5) Development stage of your business
- 6) Company Description *Abstract* (only)
- 7) Pictures submitted with the application
- 8) Video submitted with the application
- 9) Content posted on social media profiles listed in application

Note: Contact information (email, phone) will only be used by Alabama Farmers Federation staff to contact Account Creator for purposes related to The Challenge.

C. The following materials submitted by Applicants will remain confidential: i) Eligibility Requirements, and ii) Business Case. These materials will be shared with Alabama Farmers Federation staff and Ag Innovation Contest Judges. All judges and evaluators will sign non-disclosure agreements prior to reviewing business materials.

#### **5) Intellectual Property**

A. Alabama Farmers Federation will take reasonable measures to ensure that all Applicants retain rights to their business plans and any associated intellectual property. All judges

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will sign confidentiality agreements which extend for five (5) years after the public announcement of the winners of the 2023 Ag Innovation Challenge. Copies of these confidentiality agreements are available from Alabama Farmers Federation upon request. Alabama Farmers Federation cannot and does not take any further responsibility to protect the intellectual or other rights of the Applicants and Applicant releases Alabama Farmers Federation from any and all claims related to the protection and/or disclosure of Applicant's intellectual property.

B. **The protection of intellectual property rights is the ultimate responsibility of each Applicant.** Applicants are urged to mark as CONFIDENTIAL any portion of their entry which they consider to be confidential. Applicants should be careful about disclosing patentable concepts in their entries, as patent applications in the United States must be filed within one year of initial public disclosure.

C. Applicant understands and agrees that although Alabama Farmers Federation has taken and will take the steps described herein to protect the confidentiality of the ideas and plans submitted by the Applicants, the legal protection of the ideas and plans submitted by the Applicant to The Challenge is the sole responsibility of the Applicant.

D. Applicant understands that Alabama Farmers Federation, each of the sponsors, judges and mentors and its directors, officers, employees and consultants (collectively, the "Challenge Officials") are under no obligation to render any advice or service to any Applicant. The views expressed by any Challenge Officials are their own and not those of Alabama Farmers Federation or any person or entity for whom they work or with which they are associated.

6) **Release.** In consideration of the time, expertise and other resources provided by Alabama Farmers Federation, the sponsors, and the Challenge Officials, the Applicant and its parents, affiliated companies, subsidiaries, officers, directors, employees, agents, representatives successors and assigns, to the full extent permit by law, hereby releases Alabama Farmers Federation, the sponsors, and each Challenge Official, and their respective parents, affiliated companies, subsidiaries, officers, directors, employees, agents and representatives from any and all claims, actions, damages, costs or liabilities of any kind relating to or arising out of Applicant's application for and/or participation in The Challenge. By accepting a prize, winners agree to release Alabama Farmers Federation, the sponsors, and the Challenge Officials, and their respective parents, affiliated companies, subsidiaries, officers, directors, employees, agents and representatives from any and all liability, loss or damages arising from or in connection with the awarding, advertising, receipt, and/or use or misuse of prize or participation in any prize-related activities.

7) **License.** By entering The Challenge, Applicant represents that he or she has all right to grant and does hereby grant Alabama Farmers Federation and its affiliates a royalty-free, worldwide, perpetual, non-exclusive license to non-confidential materials submitted through The Challenge application. Alabama Farmers Federation and its designees may use, publish, display, distribute, reproduce, edit, adapt and create derivative works from the non-confidential portion of the application in whole or in part, in any media now known or hereafter discovered, including in use on websites, in publications and for promotional purposes, without compensation or prior notice to the Applicant, his or her successors or assigns, or any other entity. Each Applicant further grants to Alabama Farmers Federation and its designees the right to publicize Applicant's name, location (city and state of residence), photograph, voice, statements and/or other likeness information for any purpose related to The Challenge in any media or format now known or hereafter devised,

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throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification, unless prohibited by law.

**ENTERING A SUBMISSION IN THIS CHALLENGE CONSTITUTES APPLICANT'S IRREVOCABLE ASSIGNMENT, CONVEYANCE, AND TRANSFERENCE TO ALABAMA FARMERS FEDERATION OF THE FOREGOING RIGHTS.**

8) **Online Entries.** Alabama Farmers Federation shall not be responsible for incorrect or inaccurate transcription of entry information, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or website, inability to submit the online entry form, or any other error or malfunction, or any injury or damage to Applicant's or any other person's computer related to or resulting from participation or downloading any materials in The Challenge, or for late, lost, stolen, postage due, illegible or misdirected entries. If The Challenge or any website associated therewith (or any portion thereof) becomes corrupted or otherwise does not permit entry in The Challenge, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in Alabama Farmers Federation's sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper operation of the Challenge, Alabama Farmers Federation reserves the right, at its sole discretion, to disqualify any entrant implicated in such action, and/or to cancel, terminate, modify or suspend this Challenge or any portion thereof. Alabama Farmers Federation reserves the right, in its sole discretion, to modify these Terms and Conditions for clarification purposes without materially affecting the Terms and Conditions of The Challenge or discontinue The Challenge at any time without notice.