



2020 FOODSCAPE INNOVATION™ AWARDS

Rules

The American Heart Association Foodscape Innovation Awards (the “Contest”) is a volunteer- based program conducted by American Heart Association, Inc. (“AHA”). These Rules apply to all participants. AHA shall make all determinations as to whether the Rules have been complied with, and the decision of the Sponsor as to any issue is final.

Sponsors: AHA is the Sponsor of the Contest.

Eligibility: No purchase or donation is necessary to participate in the Contest. A donation does not increase one’s chance of winning. Entrants must have operations in the fifty United States and Washington, D.C. as of the date of entry. THIS CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

Time: The application period for the Contest starts at 12:01 a.m. on June 1, 2020 (all times Pacific Time) and ends at 11:59 p.m. on August 17, 2020 (the “Contest Period”). All applications must be received during the Contest Period.

Application and Entry: In order to be considered, each application must meet the following requirements (“Requirements”):

- a. Foodscape Innovation Awards application completed in its entirety and submitted to AHA.
- b. Innovation must have been introduced into the marketplace on or after May 1, 2017
- c. Innovation was submitted by an entity conducting business and/or operating in and subject to the laws of the United States or a municipality within the United States.
- d. Innovation submitted is not in direct conflict with AHA’s nutrition science.
- e. Innovation submitted is not in direct conflict with AHA’s public policy positions.
- f. If your application is selected as a finalist, you will be required to provide a visual image of your innovation which could be a product or graphic that represents the innovation. Sponsor may use this image, in its discretion, to describe or illustrate the finalist submissions.

Determination of Winner: Each entry that satisfies the Requirements will be evaluated and scored based on the judging criteria (“Criteria”). Applications will be ranked by score. At the judges’ discretion, based on the Criteria, there may be up to four finalists chosen that adhered most to the Requirements and Criteria, and there may be one or more winner(s). There is no tiebreaker. If two applications receive the same highest score there may be multiple winners. In some years, at the judges’ and/or Sponsor’s discretion, no finalists will be named, in which case there will not be a Winner that particular year.

The finalists named by the judges will be announced to the public and eligible for the Consumer’s Choice Award, which will be promoted by Sponsor.

The odds of winning the Contest depend on the total number of eligible applications. By participating in the Contest, each participant fully and unconditionally agrees to, and accepts these, Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Contest.

The Winners will be notified at the conclusion of the Contest Period by e-mail on or before November 30, 2020. The determination of the Winner is final and binding on all participants.

Judging Criteria: The Judging Criteria may be found at heart.org/FoodInnovationAwards.

Prize: The Contest prize consists of a commemorative plaque. The fair market value of the prize is estimated to

be \$5.00 but the actual value may differ.

Consent to Publicity: Except where prohibited by law, by entering the Contest, the Winner consents to AHA's use of his or her name and/or photograph in any publicity, publications, promotional and marketing material, advertising, and any other print materials, web pages, electronic or other communications published or distributed by Sponsor without compensation and without notice and agrees to sign an agreement to this effect.

Miscellaneous Conditions: In the event that the operation or administration of the Contest is impaired or prevented in any way for any reason, including, but not limited to fraud, change of condition, or other technical problems, the Sponsor may in its sole discretion, either: (a) terminate the Contest; (b) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Rules; and/or (c) substitute other awards for any award set forth in these Rules that becomes unavailable for any reason. The Sponsor reserves the right in its sole discretion to disqualify any individual found to be tampering with the entry process or the operation of the Contest or acting in violation of these Rules. Failure to execute and return any agreements with Sponsor that are conditioned on winning will result in such Winner's automatic forfeiture of his/her award with no substitution or alternative award available. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that or any other provision. Information provided by you for this Contest is subject to Sponsor's privacy policy. Applicants represent and warrant that their submission is their own original work and that the submission does not (a) infringe any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, trade names, industrial designs, patent, trade secret, privacy, publicity or confidentiality obligations; and (b) otherwise violates federal, state or local law.

Sponsor is not responsible for: (i) electronic transmissions that are lost, late, stolen, incomplete, damaged or misdirected; (ii) any problems or technical malfunctions, errors, omissions, deletions, defects, communication failures or (iii) causes beyond the Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of the Contest. Sponsor will not be responsible if weather conditions, event cancellations, acts of God or other circumstances beyond their control prevent the award or the Contest from taking place.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any award furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AWARDS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR AND/OR NON- INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSIONS OF IMPLIED WARRANTIES SO SOME OF THE LIMITATIONS OR EXCLUSIONS IN THIS SECTION MAY NOT APPLY IN SUCH JURISDICTIONS.

By participating in the Contest, participants agree to release, discharge and hold harmless the Sponsor and each of its affiliates, directors, officers, employees, and agents from and against any and all injuries, claims, losses, damages, actions and/or liability arising out of or in connection with, directly or indirectly, participation in and/or entry into the Contest or acceptance, delivery, possession, use or misuse of any award received in this Contest. The determinations of the Sponsor are final and binding with respect to any matter arising out of the interpretation or application of these Rules.

Entrants agree and acknowledge that personal data submitted with an entry, including name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by AHA and its affiliates for the purposes of conducting and administering the Contest. All personal information that is collected is subject to [AHA's Privacy Policy](#).

For a list of winner(s), send a hand-written, self-addressed, stamped envelope to American Heart Association, Foodscape Innovation Awards., 7272 Greenville Ave, Dallas, Texas 75231. Requests for the winner list must be received by December 31, 2020.