

**INSTITUTE OF FOOD TECHNOLOGISTS STUDENT ASSOCIATION &
DISNEY CONSUMER PRODUCTS, INC. PRODUCT DEVELOPMENT
COMPETITION OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE'S CHANCES OF WINNING.

1. SPONSOR: Disney Consumer Products, Inc. ("Sponsor"), 500 South Buena Vista St., Burbank, CA 91521, are responsible for all legal aspects of this contest ("Contest").

2. ADMINISTRATOR: Institute of Food Technologists on behalf of the Institute of Food Technologists Student Association ("Administrator"), 525 West Van Buren St., Suite 1000, Chicago, IL 60607, an independent administrative and judging organization whose decisions are final and binding as to all aspects of the Contest, is responsible for all administrative aspects of this Contest.

3. BRIEF OVERVIEW OF CONTEST: This is a Contest to be conducted in two rounds during the period commencing at 12:01 A.M., November 1, 2008, and ending at 11:59:59 P.M., May 1, 2009 ("Entry Period") for each contestant team ("Team"), composed of two (2) to five (5) persons (individually, "Member"), to compete in the selection of four (4) winning proposals for a nutritious, unique and innovative concept applicable to food or beverage that integrates a fruit and/or vegetable in a product targeted to children 12 and younger 12 and younger for a retail or foodservice outlet. For the first round, Teams will enter the Contest by submitting Preliminary Proposals, which will be judged by Administrator-appointed judges ("Judges") to select six (6) finalist Teams (individually, "Finalist"), by applying the following judging criteria for a total of 75 points: 15 points for product description, 15 points for application description, 15 points for health and nutritional quality, 15 points for product quality, safety & quality assurance-control and 15 points for kid appeal and Disney storytelling (collectively, "Criteria"). For the second round, the six (6) Finalists will then submit their Final Proposals, from which the Judges will select the four (4) winning Teams (individually, "Winner") by applying the Criteria.

For purposes of these official rules ("Rules"), all times and days are Pacific Standard Time. The Administrator's computer is the official time keeping device for this Contest. The awarding of each prize is subject to the eligibility and forfeiture provisions set forth below.

4. ELIGIBILITY: To participate in this Contest, each Team must comply with the following requirements:

- [1]** the Team's home base must be within the fifty states, the District of Columbia, Canada, or Mexico ("Territory");
- [2]** all Members of the Team must be active members in good standing of the Administrator;
- [3]** all Members of the Team must be active students from the same university;
- [4]** the Team must be composed of a minimum of two (2) and a maximum of five

(5) Members;

[5] all Members of the Team must be either all undergraduate students of the same university or all graduate students of the same university; and

[6] no Member may be an employee of the Sponsor or the Administrator, their respective parents, subsidiaries, affiliated or successor companies or any of the advertising, promotional or fulfillment agencies of any of them (individually and collectively, "Entities"), nor a member of such employee's household or immediate family.

5. ENTRY: During the Entry Period, Teams may participate in the Contest by submitting the following entry elements (collectively, "Entry"): [1] on or before March 1, 2009, a Preliminary Proposal including the appointment of a Team captain, and [2] if selected, on or before May 1, 2009, a Final Proposal. Both elements of the Entry may be mailed, shipped or hand-delivered to the Administrator. It is a Team's sole responsibility to notify the Sponsor in writing if a Team changes its Address.

6. CONTEST MATERIALS: "Contest Materials" include the following items: [1] all information and material submitted by a Team in connection with the Contest, including the Entry and all other forms, contracts or releases required to be submitted by a Team as a contestant, whether required by the Administrator prior to or after Entry, and [2] all photographs, artwork, writings, statements, dramatic materials, ideas, quotations and any other intellectual properties created by a Team in connection with the Contest, whether submitted to the Sponsor or not, including the Entry.

The six finalist Teams in the Contest will have access to a Disney artwork catalog for Contest inspiration; provided that all artwork catalog material shall remain the sole and exclusive property of The Walt Disney Company or its affiliates and the Team shall acquire no rights therein by virtue of the Contest. Further, by entering the Contest, each Team (including its individual Members) acknowledges and agrees that it has no right, title and interest, and will not acquire by virtue of the Contest or these Rules, any right, title and interest in any artwork catalog material or any trademarks, services marks, trade names or copyrights, other properties, or components thereof, owned by Sponsor or its affiliate(s), licensor(s) and/or designee(s).

By entering the Contest, each Team hereby irrevocably assigns to Sponsor any and all right, title and interest in any materials, including but not limited to any copyrights, other intellectual property or components thereof, created by or for Team as part of Team's Contest Materials. If Team engages a third party to create any materials related to this Contest, Team agrees that it will obtain from such third party a full assignment of rights to Sponsor.

7. LIMITATIONS: By submitting the Contest Materials in the Contest, a Team and each of its Members represent and warrant to the Sponsor that the Contest Materials and everything depicted therein:

[1] are original with the Team and do not originate from any other source;

[2] do not infringe upon or otherwise violate any right of any person, firm or entity;

[3] do comply with the Rules;

[4] do not contain any trademarks, logos, insignia, location signage, photographs, artwork or sculptures or other material (e.g., on props, costumes, background) that would infringe any third party's copyrights or trademarks;

[5] have not previously been submitted in a contest of any kind or exhibited or displayed publicly through any means;

[6] do not contain the likeness or photograph of any person other than the Members;

[7] do not contain material which is (or promotes activities which are) sexually explicit, obscene, pornographic, violent (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, national origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, harassing, defamatory, libelous, infringing or otherwise objectionable or unlawful as determined by the Sponsor in its sole discretion.

The Team and each of its Members further represent and warrant to the Sponsor that:

[1] the Team has all rights, licenses, permissions and consents necessary to submit the Contest Materials in accordance with the Rules;

[2] no person or entity other than the Team has any right, title or interest in and to any part of the Contest Materials; and

[3] none of the Members are subject to any agreement or arrangement that would interfere with the Team's entering this Contest and granting all the rights granted hereunder or that would conflict with any other documentation required hereunder.

The Sponsor may, in its sole discretion, disqualify and remove any Team that the Sponsor deems to be in violation of these Limitations at any time.

All Entries must be received before the deadlines described in Section 5 above. Limit of one (1) Entry per Team/Address (regardless of whether the Team has more than one Address or more than one person or Member using the same Address). Entries by any method other than set forth above in Section 5 are void. Any use of automated or programmed methods of effecting Entry is prohibited. Neither the Sponsor, nor any of its officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees") are responsible for Entries from Teams located outside the Territory; or Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, illegible, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, mechanically reproduced, misrouted, multiple, mutilated, non-delivered, postage-due, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Rules; or for lost, interrupted or unavailable network, server or other connections; miscommunications; failed phone, computer hardware or software or telephone transmissions; technical failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable emails resulting from any form of active

or passive email filtering; insufficient space in the Team's email account to receive email; or other errors of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes; even if caused by the negligence of any of the Releasees. Each of such potential Entries will be disqualified, and any Team which attempts to enter with multiple Addresses or under multiple identities will be disqualified. Void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations.

8. PRIZES: (i) Six (6) Travel Prizes (one for each Finalist): One Thousand Dollars (\$1,000) travel allowance (approximate retail value ["ARV"]: \$1,000); **(ii) two (2) grand prizes (one for a graduate Team and one for an undergraduate Team):** check for Two Thousand Five Hundred Dollars (\$2,500), a Disney trophy and a VIP tour of Disneyland Park (ARV: \$2,620); **(iii) One (1) First Prize:** a check for Twelve Hundred Fifty Dollars (\$1,250) (ARV: \$1,250); and **(iv) One (1) Second Prize:** check for Seven Hundred Fifty Dollars (\$750) (ARV: \$750). Total ARV of all prizes: \$13,240. All prizes will be awarded provided a sufficient number of eligible Entries are received.

9. PROCEDURE: The Contest will be conducted in two (2) Rounds. Round 1 is the judging of the Preliminary Proposals, and Round 2 is the judging of the Final Proposals, both in English.

A. Round 1: Round 1 will be conducted by five (5) Judges, one of whom will represent the Sponsor. On or about April 1, 2009, all eligible Entries received will be judged on the basis of the Criteria to select six (6) Finalists. All scores will be converted into rank scores, highest score = 1, second highest score = 2, etc. Rank scores are totaled for each Team by each Judge. The six lowest scores are designated as the Finalists. In the event of a tie, the two lowest rank scores will be added for each Team, and the Team with the lowest score will advance. If this fails, the Judges will decide in their sole discretion which Team will advance. Each competing Team will be informed only of its respective scores and the Judges' comments. The Preliminary Proposal requirements are as follows:

- (1) Each Team must submit six (6) copies of the Preliminary Proposal on or before March 1, 2009.
- (2) It must be three (3) pages or less, not including the title page, the page for photographs and one appendix page used at the Team's discretion.
- (3) It must be typed, double-spaced on white paper.
- (4) All text and figures must be on 8.5" x 11" paper.
- (5) Fold-out pages and loose pages/pictures will NOT be accepted.
- (6) There is no specific required format for the title page, although it should include the title of the report and the date.
- (7) One copy of the Preliminary Proposal is to be designated and *clearly indicated* as the Administrator's copy. Please include the following information on the cover sheet of this copy ONLY:
 - (a) The Team Members' names and IFT membership numbers;

- (b) The sponsor companies, donors of goods, services, or money (if applicable); and
 - (c) The name, address, phone number, and e-mail address of a contact person to whom all correspondence should be directed.
- (8) Names of sponsor companies, any university, students, or other indication of Team location are not acceptable on the other title pages, in the report, or on the product picture as these will be seen by the Judges.
- (9) Include an identical 5" x 7" color photograph with each of the six (6) copies of the Preliminary Proposal (one photograph per copy of the proposal) (each mounted on a single sheet 8.5" x 11" white paper). Additional images throughout the Preliminary Proposal are optional.
- (10) References: All references cited within the Preliminary Proposal will be referred to with a number in or at the end of the sentence in which the reference was used. The list of references (which are not included in the three (3) page limit) will be included *only in the Administrator's copy*. If a problem arises with reference to credibility, a Judge may contact the Administrator for verification.
- (11) A separate cover letter from a department professor or department head verifying the originality of the work contained in the Preliminary Proposal, and the Team's compliance with the Rules is to be included with the Administrator's copy of the Preliminary Proposal.

B. Round 2: Finalists must submit a Final Proposal in writing and make an oral presentation. Final Proposals will be scored on a basis of 150 points, distributed as follows: Final Written Proposal = 75 points and Oral Presentation = 75 points, each on the basis of the Criteria. For the oral presentation, the Finalists will present a fifteen (15) minute oral report followed by a five (5) minute question/answer period. The presentation and final judging will be held during the annual IFT convention June 6-10, 2009 in Anaheim, CA. A maximum of three (3) Members will present the Team's Final Proposal, but additional Members may be present to answer questions. A PowerPoint computer presentation is required. The Administrator is responsible for bringing/acquiring a laptop computer and will provide the Finalists with details concerning the PowerPoint computer presentation (format, version, disk type, file size, etc.). The presentations will be open to the public, which will be allowed to ask questions as time permits and only after the Judges are done asking their questions. The Final Proposal requirements are as follows:

- (1) The Team must submit six (6) copies of the Final Proposal to the Administrator on or before May 1, 2009.
- (2) The maximum number of pages is ten (10), including the Final Proposal's body text, references, diagrams, figures, tables, flow diagrams, references and appendices, one (1) title page and one (1) photograph page.
- (3) It must be typed, double-spaced on white paper.
- (4) All text and figures must be on 8.5" x 11" paper.
- (5) Fold-out pages and loose pages/pictures will NOT be accepted.

(6) The title page, for which there is no specific required format, must include the title of the Final Proposal and the date. A list of donors and other contributors that assisted the Team should be listed ONLY on the title page of the Administrator's copy of the Final Proposal.

(7) Include an identical 5" x 7" color photograph with each of the six (6) copies of the Final Proposal (one photograph per each copy of the Final Proposal), each mounted on a single sheet 8.5" x 11" white paper. Additional images throughout the Final Proposal are optional.

(8) Areas that may be covered include, but not limited to, the following:

- a. Product description/ evaluation
 - i. Product description/use
 - ii. Product formulation and ingredient/component functionality
 - iii. Change in nutrition/new health benefit
 - iv. Sensory/consumer tests
 - v. Shelf life estimate
 - vi. Price/cost evaluation
 - vii. Nutrition label
- b. Process description/ evaluation
 - i. Process description and basis for selection
 - ii. Process flow diagram
 - iii. Hazard Analysis – Critical Control Points (HACCP)
 - iv. Operating cost
- c. Safety/regulations
 - i. Safety evaluation with respect to formulations, functionality, and processing
 - ii. Legal implications of the product (ingredient labeling)
 - iii. Hazard Analysis – Critical Control Points (HACCP)
 - iv. Good Manufacturing Processes (GMPs)
 - v. State and federal regulations
- d. These are only suggestions. The Team may include other headings/information. Some of the above are not applicable for some Entries and should be left out. However, if they are applicable to an Entry and are not included, the Entry will be penalized accordingly. Team representatives should contact the Administrator to determine applicability.

(9) References should be added at the end of the Final Proposal.

(10) Each Final Proposal will be scored on a basis of 75 points, on the basis of the Criteria for each of the oral and written presentations.

Final Proposal Evaluations

The Teams will be judged on the following basis:

| | |
|------------------------------|-----------|
| Product Description | 15 points |
| Application Description | 15 points |
| Health and Nutrition Quality | 15 points |
| Product Quality, Safety & QA | 15 points |

Kid Appeal & Disney Storytelling 15 points

Oral Presentation Evaluation: 75 points

The Teams will be judged on the following basis:

| | |
|-------------------|-----------|
| Quality | 15 points |
| Organization | 15 points |
| Communication | 15 points |
| Nutrition quality | 15 points |
| Taste & interest | 15 points |

10. BREACH OF RULES: If a rule has been breached, the Administrator will present a report detailing the infraction(s) to the Judges. The Team captain will be provided a sufficient amount of time to defend the Team's actions to the Judges. The Judges reserve the exclusive right to make a decision regarding the case, and to recommend an appropriate penalty, if the situation warrants. The Judges will communicate their decision, which will be considered final, in a prompt fashion to both the Administrator and the Team captain.

11. WINNERS:

A. Winning Teams of Round 1 Are Finalists: Potential Finalists will be notified by U.S. Mail on or about April 6, 2009. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate Finalist may result from any of the following:

- [1] potential Finalist's failure to respond to mail notification within three (3) business days after mailing;
- [2] the return of any notice or the Travel Prize as undeliverable;
- [3] potential Finalist's failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release within three (3) business days after its mailing;
- [4] potential Finalist's failure to submit a requested statement of originality;
- [5] potential Finalist's failure to claim a Travel Prize within five (5) business days after it is sent; or
- [6] any other non-compliance with the Rules.

In the event of a prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate Finalist.

B. Winning Teams of Round 2 Are Winners: Potential Winners will be notified in person at the judging on or about June 10, 2009. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate Winner may result from any of the following:

- [1] potential Winner's failure to respond to notice within one (1) hour after the announcement;

- [2] potential Winner's failure to execute and return an Affidavit of Prize Release within one (1) hour after its delivery to the Team; or
- [3] any other non-compliance with the Rules.

In the event of a prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate Winner. Any and all federal, state and local taxes associated with the receipt or use of a prize are the sole responsibility of each Finalist and Winner, each of which will receive an IRS Form 1099 reflecting the final actual value of the prize.

12. CONDITIONS: By entering this Contest, a Team and each of its Members agree, represent and warrant to the Sponsor and the Administrator as follows:

- [1] the Team will be bound by the Rules and the Sponsor's and the Administrator's decisions, which shall be final in all respects;
- [2] the Team releases and holds harmless the Releasees from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the Entry, selection or use of an Entry or from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any prize; participation in this Contest or in any Contest-related activity or travel or from any interaction with, or downloading of, computer Contest information;
- [3] the Team's acceptance of any prize constitutes the grant to the Sponsor and assigns of an unconditional right to use the Team Members' names, addresses (city and state only), voices, likenesses, photographs, biographical and prize information and/or statements about the promotion for any programming, publicity, advertising and promotional purposes without additional compensation, except where prohibited by law;
- [4] in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Sponsor's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Contest, so that it cannot be conducted as originally planned, the Sponsor has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend the Contest, and, in such event, to select Finalists and/or Winners by such method as the Sponsor in its sole discretion shall consider equitable;
- [5] the Releasees are not responsible for typographical or other errors in the offer or administration of the Contest, including but not limited to, errors in the advertising, Rules, selection and announcement of the Winners and distribution of the prizes;
- [6] any portion of any prize not accepted or used by a Finalist or Winner will be forfeited; [7] the Releasees are not responsible for any inability of any Finalist or Winner to accept or use any prize (or any portion thereof) for any reason;
- [8] the Administrator has the right, in its sole discretion, to disqualify any Team whose Member it suspects to be doing any of the following: **(a)** tampering or

attempting to tamper with the entry process or the operation of the Contest; **(b)** violating the Rules; **(c)** violating any other terms, conditions of use and/or general rules or guidelines of any Contest property or service; **(d)** acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or **(e)** for any other good cause as determined solely by the Administrator; and

[9] the Sponsor and the Administrator have the right to modify prize award procedures at their sole discretion.

13. RULES & WINNERS' LIST: For a complete list of the Winners (after June 10, 2009) and/or the Rules (before June 10, 2009), send a self-addressed, stamped envelope to: IFTSA & Disney Product Development Competition, 525 West Van Buren St., Suite 1000, Chicago, IL 60607. A copy of the Rules may also be obtained by printing this web page.