FUTURE FOOD ALL-STARS CHALLENGE

JOHNSON & WALES UNIVERSITY

APPLICATION AND RULES

Send Completed Applications to allstars@jwu.edu

Team Lead Name:	
E-mail:	
Phone:	
Team Member Names:	
Select Proposal Category: **Food or Beverage or Food System Business** **Food or Beverage Product** **Food or Beverage or Food System Service**	
Business, Product or Service Name:	

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Please respond to the following questions:	
1. Provide a clear and concise summary of your idea.	
2. What consumer needs, wants, and/or problems will the business, product, or service address?	
3. Does the business, product, or service address a larger food system challenge (e.g., food waste, food insecurity, or ecological damage), and if so, how?	
4. Why are you and your team uniquely suited to bringing this idea to market?	
5. Who are the current major competitors for your proposed business, service or product?	
6. To assist our review panel, you are encouraged BUT NOT REQUIRED to submit a brief video file (no longer than three minutes) introducing your team and proposal concept.	

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I, _____ ("Participant"), wish to participate in the Future Food All-Stars Challenge ("Contest") sponsored by Johnson & Wales University ("JWU"). In consideration for being permitted to submit an application to participate in the Contest, I agree as follows:

1. General Compliance.

A. By submitting an application, each Participant agrees to the following regulations, requirements, and rules (collectively, "Rules"). Further, by submitting an application, each Participant agrees to abide by all JWU decisions and the decisions of the Challenge Panel (defined below), made in their sole discretion, which shall be binding and final. JWU reserves the right in its sole discretion to disqualify any Participant who fails to comply with any Rules.

B. Subject to any governmental approval that may be required, JWU reserves the right to, without prior notice and at any time, terminate the Contest, in whole or in part, or modify the Contest in any way, should any factor interfere with its proper conduct as contemplated by these Rules as determined by JWU in its sole discretion or in the event of any act, occurrence, or reason that JWU believes would corrupt the administration, fairness, or integrity of the Contest.

2. Logistics of Submitting an Application.

A. JWU will accept applications beginning through the application deadline of April 26, 2023, at 5:00 PM ET.

B. Participants may access the application and submit the application here:

Future Food All-Stars Challenge or allstars@jwu.edu

C. To participate in the Contest, Participants must complete the applications completely and truthfully, with no misleading statements or omissions.

3. Eligibility.

A. Participants may enter individually or as a team, but not both. There is a limit of one application per Participant. Team size is limited to no more than four Participants. Participants are encouraged to compose multidisciplinary teams that include students from multiple Colleges of JWU.

B. All Participants must be enrolled (i) as a full-time undergraduate or graduate student in good standing at JWU (ii) at its Providence or Charlotte campus within this current academic year.

C. Only early-stage business ventures (i.e., those with no significant earned revenue to date, as determined by JWU in its sole discretion) or innovative business, product or service ideas that have not yet been brought to market (as determined by JWU in its sole discretion) are eligible to be entered.

4. Selecting Winners.

A. A "Challenge Panel" will review all applications. The Challenge Panel shall include:

1. The Dean of the College of Food Innovation and Technology (CFIT) or his/her designated representative

2. Faculty members from JWU's College of Business or College of Food Innovation & Technology

B. Based on the Challenge Panel's review of all application materials, the Challenge Panel will select up to 10 "top" teams, provided that the Challenge Panel may select any number greater than one and fewer than 10 "top" teams.

1. Timing: The Challenge Panel will select the top teams by May 1, 2023.

2. Criteria: The Challenge Panel will select the top teams based on the following criteria:

a) Application completeness

b) Innovation: does the idea fill an existing gap in the market?

c) Marketability: does the idea truly address a want or need apparent among contemporary consumers?

d) Marketability: did the team fully address the competitive environment and clearly articulate the team's advantages over the competition?

e) Marketability: does the product/service/business address a larger food system problem in a way that will appeal to consumers?

f) Presentation: was the application content well-written (coherent, concise, effective, engaging)?

C. All team members from "top" teams will participate in a three-credit All-Stars Entrepreneurship Directed Experiential Education (DEE) course that will meet once weekly throughout the fall 2023 semester. During course sessions, JWU faculty and staff, along with the Entrepreneur in Residence and his/her professional associates, will help top teams hone their business/product/service proposals into formal business plans, to include "brand identity" design work and product prototypes where relevant.

D. For completing their business plans, each top team will receive $150 for ingredients, printing, supplies, and other expenses.

E. It is expected that all team members will participate in weekly entrepreneurship course sessions; team members must communicate any absences to the course's instructor of record in advance. The instructor of record has the right—at any time, in his/her sole discretion—to disqualify a top team from the Contest due to unexcused absence or general non-performance.

F. On or by November 20, 2023, the Challenge Panel will review each team's completed work and will select up to three finalist teams to "pitch" their plans and any supporting materials to a team of judges, selected by JWU in its sole discretion. Pitches will occur before December 5, 2023. The three finalist teams will be selected based on a comprehensive review of each team's business plan and assessment of those plans for potential investor appeal.

G. On or by December 5, 2023 the team of judges will select one winning team (The Future Food All-Star) to receive a cash prize. JWU reserves the right to substitute prizes of equal or greater value for the cash prize. The winning student team will be selected based on the judges' appraisal of each pitch's investor appeal, market readiness, effectiveness and innovation.

5. Tax Implications.

There may be tax implications for receipt of any prize.

JWU may withhold taxes from prizes and may report prizes to tax authorities.

A. JWU recommends that applicants review their application with their tax/legal advisors to determine their potential tax and legal liabilities in connection with receiving the prize as part of this Contest. Any tax or legal liability will be solely the responsibility of the Participants.

B. All winning team members must provide valid contact information and a valid tax identification number to JWU before JWU will distribute any prize money to them.

C. In the event any team members do not submit any required items within the period specified by JWU, the applicable team shall, in JWU's sole discretion, forfeit the prize, and JWU may select an alternate team as the winner.

6. No Promise of Confidentiality or Nondisclosure.

A. Participants alone have the responsibility to protect their ideas and intellectual property, legally and otherwise. Any Participant's decision to share information for purposes of entering or participating in the Contest or as a winner is solely at such Participant's risk. All Participant information shall be available to JWU, the Challenge Panel, any other judges of the Contest, other Contest participants, any audience members, such as JWU students, faculty, and staff. JWU makes no promise of confidentiality or nondisclosure whatsoever and, to the contrary, reserves the full right to share all of Participant's information as JWU in its sole discretion deems fit.

7. Legal and Other Requirements.

A. This Contest is subject to all applicable federal, state, and local laws and regulations. It is void wherever prohibited or restricted by law or regulation.

B. Each Participant covenants, represents, and warrants that each Participant will, and will cause each Participant's business to, comply with (i) all applicable laws, ordinances, regulations, requirements, rules, and statutes and applicable industry standards; (ii) all JWU policies and procedures (including without limitation, JWU's prohibition on discrimination and harassment) while on premises or property owned or leased by JWU ("Property"); and (iii) all necessary licenses and permissions necessary to operate Participant's business.

C. Each Participant covenants, represents, and warrants that such Participant's participation in the Contest or any activity related to it does not violate the terms of any contract or obligation that such Participant or its business has with any third party.

8. Release, Indemnity, and Related Provisions.

A. Each Participant and such Participant's respective administrators, assigns, business, business partners, executors, heirs, representatives, and all others acting on such Participant's behalf (collectively, "Participant Parties") hereby releases and forever discharges JWU and its volunteers, trustees, representatives, officers, insurers, employees, Board, agents, and affiliates and the Challenge Panel (collectively, the "JWU Parties") to the maximum extent permitted by law, from and against all actions, claims, costs, damages, demands, expenses, fees (including attorney fees), fines, losses, penalties, proceedings, and suits ("Claims") which any Participant or any Participant Party may now or hereafter be entitled to assert (whether on Participant's behalf or on the behalf of others), whether foreseeable or unforeseeable, arising out of the Contest (and any matter directly or indirectly related to it), the receipt (or non-receipt) of any prize, and any other matter in connection with the Contest, including, but not limited to: (i) all Claims relating to or arising out of Participant's participation in the Contest; (ii) the acceptance, use, or misuse of any prize; (iii) the use of any Property; (iv) Participant's business; (v) Participant's failure to comply with any contractual provision or any Contest or legal Rules, (vi) all Claims based on intellectual property rights, publicity rights, privacy rights, personality rights, moral rights, or defamation; (vii) all tax obligations of the Participant or any Participant Party; (viii) any harm, loss, or theft of personal property; and (ix) any bodily harm whatever, including but not limited to any harm arising from illness (including but not limited to the COVID pandemic) or injury, which could result in temporary or permanent disability or death.

B. Each Participant hereby agrees to defend, hold harmless, and indemnify JWU and each JWU Party to the maximum extent permitted by law, from and against all Claims, whether foreseeable or unforeseeable, arising out of the Contest (and any matter directly or indirectly related to it), the receipt (or non-receipt) of any prize, and any other matter in connection with the Contest, including, but not limited to: (i) all Claims relating to or arising out of Participant's participation in the Contest; (ii) the acceptance, use, or misuse of any prize; (iii) the use of any Property; (iv) Participant's business; (v) Participant's failure to comply with any contractual provision or any Contest or legal Rules, (vi) all Claims based on intellectual property rights, publicity rights, privacy rights, personality rights, moral rights, or defamation; (vii) all tax obligations of the Participant or any Participant Party; (viii) any harm, loss, or theft of personal property; and (ix) any bodily harm whatever, including but not limited to any harm arising from illness (including but not limited to the COVID pandemic) or injury, which could result in temporary or permanent disability or death.

C. Each Participant acknowledges that each Participant is responsible for such Participant, Participant's business, and all such Participant's affiliates, agents, customers, debt holders, employees, equity holders, investors, partners, personnel, representatives, vendors, or visitors (collectively, "Affiliates"). Each Participant agrees that JWU has the right to require each Participant, as determined in JWU's sole discretion, to provide proof of acceptable insurance coverage.

D. There is no agency, association, employment relationship, fiduciary relationship, partnership, joint venture, or other such relationship between JWU and any Participant or any Participant's business or Affiliates. No Participant will make any representation or claim to have any such relationship to JWU.

9. Intellectual Property and Personal Information.

A. No Participant may use JWU's image, logo, name, trade name, or trademark in any advertising, marketing, or promotional activities.

B. Each Participant covenants, represents, and warrants that all intellectual property and any image, logo, name, trade name, or trademark used in any application or other material ("Application Materials") submitted or used pursuant to this Contest belongs to the Participant or that each such Participant has the legal right to submit or use such Application Materials in connection with this Contest and that the Application Materials do not infringe upon or violate any third party's proprietary or intellectual property rights. JWU retains the right to disqualify any Participant whose entry infringes on another's proprietary or intellectual property rights.

C. Each Participant irrevocably grants to JWU and every JWU Party the absolute, perpetual, royalty-free, unrestricted, worldwide license and right to use each Participant's name, address, background information (including biographical, business, and personal information), Contest entry, image, likeness, notes, photographs, statements, and voice, including, without limitation, any audio, photograph, or video that may be taken of the Participant or of any Participant Material (collectively, "Content"), without compensation or notice to Participant, in any manner or media now known or hereafter developed, in connection with JWU educational purposes, advertising, archiving, marketing, promotion, publicity, and any other university purpose ("Permitted Purposes"). Each Participant covenants, represents, and warrants that each Participant has and will continue to have all licenses and rights necessary to grant, unencumbered, the licenses and rights granted herein. Each Participant acknowledges and agrees that neither JWU nor any JWU Party is obligated to exercise any of the licenses or rights granted herein.

D. The Family Educational Rights and Privacy Act of 1974 (FERPA) allows JWU to disclose information from "education records" to third parties in certain circumstances, including when the student has signed a written authorization. Each Participant hereby consents to the release by JWU of the Content for Permitted Purposes and may disclose all winning Participants and their teams. The purpose of the disclosure includes to share the Content, and winning Participants, with the public for the Permitted Purposes.

10. Choice of Forum and Law.

A. Any claim or controversy arising out of, relating to, or in any manner connected with the Contest shall be filed and adjudicated exclusively in Providence, Rhode Island, in the federal courts in Rhode Island, and, only if such federal courts lack jurisdiction, in the state courts in Rhode Island. Each Participant hereby consents to and confers exclusive jurisdiction on the aforementioned courts and expressly waives any objections to forum, personal jurisdiction, or venue in any federal or state courts noted herein.

B. The Contest shall be deemed to take place in Rhode Island. The Contest and the performance hereunder shall be construed and enforced in accordance with the laws of the State of Rhode Island without reference to the rules of the conflicts of laws or any choice of law principle that would dictate the application of the law of another jurisdiction.

11. Severability.

A. If any provision, phrase, or portion of the Contest regulations, requirements, or rules is, for any reason, held or adjudged to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision, phrase, or portion so adjudged will be deemed separate, severable, and independent, and the remainder of the Contest regulations, requirements, or rules will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided that the basic purpose of the Contest is not substantially impaired.

12. Entire Agreement.

A. The Rules contain the entire agreement with respect to the subject matter hereof and supersedes all other agreements, negotiations, or understandings, whether written and oral, between the Participant and JWU relating to the subject matter hereof.

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I HAVE READ THIS LEGALLY BINDING DOCUMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

PARTICIPANT SIGNATURE:
Participant Name (print):
Participant Age:
Date:
Participant Contact Information (e-mail, phone, and address):
Participant Emergency Name:
Participant Emergency Contact Information (e-mail, phone, and address):

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE

This is to certify that I, as parent/guardian with legal responsibility for this Participant, consent and agree to this Application and Rules on behalf of myself and the Participant, including each and every provision herein.

PARENT/GUARDIAN SIGNATURE:
Parent/Guardian Name (print):
Parent/Guardian Contact Information (e-mail, phone, and address):
Date: