



2023 Innovation in Bioplastics Award Presented by the PLASTICS Bioplastics Division

OFFICIAL RULES

This Award competition (“Competition”) is sponsored by the PLASTICS Bioplastics Division (“Sponsor”), members of Plastics Industry Association (PLASTICS), 1425 K Street, NW, Suite 500, Washington, DC 20005.

- 1. Eligibility:** This Competition is open to any corporation, partnership, or other business entity located within or outside of the United States, except that companies whose employees, officers, or directors are Competition judges, or are or were involved in the organization and development of this Competition or provision of the Award, PLASTICS, and any of their affiliates or subsidiaries are not eligible to enter. You must be at least eighteen (18) years of age and an authorized representative of the company identified in your entry form to submit an entry.
- 2. Competition Period:** The Competition begins at 12:01 am on May 22, 2023 and ends at 11:59 p.m. ET on August 11, 2023 (the “Competition Period”). The entry form will be available at the Sponsors website beginning on May 22, 2023.
- 3. How to Enter:** During the Competition Period, complete and sign the awards entry form, and return it to Heather Nortz at hnortz@plasticsindustry.org or submit your application through the online form, linked on the award program website. Entries must be transmitted by 11:59 p.m. ET on August 11, 2023. You may submit multiple entries for different bioplastics materials, products, or processes, in which case each entry must be accompanied by a separate entry form.

Odds of winning will depend on number of eligible entries received during the Competition Period.

- 4. Entry Requirements:** The Innovation in Bioplastics Award will recognize outstanding innovation in unique and creative application of bioplastics materials, products, or processes by a company. All applicants must complete and submit the entry form as described in Section 3 above. All entries must address the Entry Details described in the entry form. All entries must be original, must not have previously won, must not contain any confidential or proprietary business information, and must not violate the rights (including intellectual property rights) of any third party.

Sponsor reserves the right, in its sole discretion, to make determinations of eligibility and disqualify any entries that are incomplete, illegible, or do not comply with the Entry Details and/or these Official Rules.

- 5. Award Selection:** A panel of judges composed of authoritative sources in the bioplastics industry who are qualified to determine what truly represents the state-of-the-art innovation will select one Award winner based on the following criteria, each of which will be weighted equally on a point scale:
 - a. Innovation –** Does the bioplastic material, product or process truly bring something unique and groundbreaking to the marketplace?
 - b. Sustainability measures –** Does the bioplastic material, product or process provide some measure of enhanced sustainability?

- c. Impact to the marketplace – Does the material, product or process have an impact on the marketplace?

Decisions of the judges are final and binding in all matters relating to this Competition.

6. **Award:** The entrant whose application is awarded the most points will be deemed the winner and (subject to verification) will receive a physical “Innovation in Bioplastics” award, press coverage to various media outlets, award promotion banner and recognition at one or more future Division events, permission to use a “2023 Innovation in Bioplastics Award Winner” image or logo (“PLASTICS Marks”) subject to any limitations herein. Any Award details not specified herein (including, without limitation, the extent and amount of press coverage and recognition at Division events) will be determined by Sponsor in its sole discretion and provided on such additional terms and conditions as Sponsor may impose. No part of the Award may be substituted, transferred, or redeemed for cash by the winner. In the event that Sponsor cannot provide any part of the Award for any reason, the remaining elements shall constitute full satisfaction of Sponsor’s obligation to the winner, provided that sponsor reserves the right to substitute all or any part of the Award with another award of comparable or greater value, in its sole discretion. Winner is solely responsible for any and all applicable federal, state and local taxes, and all other costs and expenses associated with acceptance of the Award not explicitly described herein.
7. **Winner Verification.** The selected winner will be required to confirm acceptance of the award, provide product imaging of their product (as approved solely by PLASTICS), and be available to coordinate with PLASTICS for Winner Announcement (as defined below) within forty-eight (48) hours of being notified as the winner. Failure to provide the items herein in the specified time will result in disqualification of the Award and a new winner shall be selected.
8. **Winner Notification:** Award subject to verification. Potential winner will be notified by e-mail or phone using the address or phone number provided on the entry form. The Award may be provided to an alternate if the winner fails to respond within two (2) business days, or if Sponsor cannot contact any potential winner for any reason after making a reasonable attempt. Sponsor reserves the right to make the first public announcement of the winner.
9. **Winner Announcement:** The winner will be announced on or after September 1, 2022. Sponsor will coordinate the communication with the winner to allow sufficient time for quotes or additional photos, samples to be made available, if necessary.
10. **Use of Entries:** Each entrant hereby grants to Sponsor, PLASTICS, and their employees and agents a royalty-free, irrevocable, perpetual, worldwide license to use, reproduce, modify, edit, adapt, publish, display, and post, in whole or in part, the company’s name, address (city/state), and entry, including any photographs submitted with an entry, in any form, media or technology now known or later developed, and for any commercial or non-commercial purpose, including promotional or marketing purposes, without compensation (unless prohibited by law) or additional consent from or notice to entrant.
11. **License.** For one (1) year after entrant is notified as being the winner, PLASTICS grants the winning entrant a limited, non-exclusive, non-transferable, non-sub-licensable, royalty-free, worldwide license to use, reproduce, perform and display PLASTIC Marks solely in connection with the entrant’s product and performance under this agreement in support of their product. PLASTICS shall have prior written approval of each use of PLASTICS Marks. Furthermore, prior to the release of any materials, including without limitation, marketing, advertising or other promotional materials that reference and/or incorporate the PLASTICS Marks, entrant shall submit a written request for written approval to PLASTICS together with a copy of the materials to be released.
12. **General:** All entries become the property of Sponsor, and none will be returned. By participating, each entrant assumes sole responsibility for— and agrees to release, indemnify, and hold harmless Sponsor, PLASTICS, and any of their, members, officers, directors, employees, agents, and

representatives (collectively, "Indemnified Parties") from and against— any and all injuries, liabilities, claims, losses, damages, costs and expenses of any kind to persons, including death, or damage to property resulting, in whole or in part, directly or indirectly, from (a) entrant's participation in this Competition or any related activity, (b) entrant's acceptance, possession, use or misuse of any Award (including any travel or related activity), or (c) use of an entry by the Indemnified Parties in accordance with the license granted in these Official Rules.

Entrants agree to be bound by these Official Rules. Sponsor reserves the right to cancel or modify the Competition if, in Sponsor's sole determination, they believe that the integrity of the Competition has been or could be compromised or that the Competition is not capable of running as planned for any reason. Sponsor also reserves the right, in its sole discretion, to disqualify any entrant from the Competition or any other promotion conducted now or in the future by Sponsor or PLASTICS if the entrant attempts (i) to enter the Competition through any means other than as described in these Official Rules; or (ii) provides information that is inaccurate or fraudulent; or (iii) attempts to disrupt the Competition or circumvent these Official Rules.

The Indemnified Parties will not be responsible for: (i) any late, lost, misrouted, delayed, undeliverable, illegible, incomplete, garbled or distorted or damaged e-mail transmissions or mail; (ii) any errors, malfunctions, or failures of any kind, whether telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related , mechanical, printing typographical, human, or technical which may occur in connection with this Competition including, without limitation, those relating to the processing of entries, any promotional or marketing materials, or the announcement of the winner which may damage an entrant's system or limit an entrant's ability to participate in this Competition; or (iii) any Competition disruptions, injuries, losses or damages caused by events beyond the control of Sponsor. ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS COMPETITION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Void where prohibited, restricted or limited. Subject to all Federal, State and Local laws and regulations.