PENGUIN PITCH: NFRA'S EMERGING BRAND CONTEST OFFICIAL RULES

I. CONTEST DATE:

The **"Penguin Pitch: NFRA's Emerging Brand Contest"** (the "Contest") begins December 1, 2026 at 12:01 a.m., EST, and ends April 19, 2027. Submission of Entry Materials (outlined below) constitutes Entrant's acceptance of and agreement to be bound by these Official Contest Rules (the "Official Rules") and the decisions of the National Frozen & Refrigerated Foods Association and/or its designee(s) ("NFRA" or "Sponsor").

II. ELIGIBILITY:

NO PURCHASE NECESSARY. Void where prohibited or restricted by law. The Contest is open only to members of NFRA in good standing ("Entrant"). Contest is subject to all applicable federal, state and local laws and regulations. Internet access is required to enter. Employees of the Sponsor or any other organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion and/or their respective agents, affiliates, subsidiaries, and members of their immediate families or persons residing at the same address are not eligible. Previous Grand Prize Winners are not eligible to win again. Eligibility to win a prize (as defined in section V) is contingent on fulfilling all the following requirements. Entrant must be at least 18 years of age and must be authorized by the Company/Member to enter the Contest.

III. ENTRY REQUIREMENTS:

To enter, an Entrant must complete and submit a submission form on https://nfraweb.org/ by February 12, 2027 related to the Company's food/beverage item that will be shared with the judges ("Product").

Qualifying submissions must adhere to our guidelines:

- Company must be a member of NFRA in good standing (if not currently a member, Company must join before February 12, 2027);
- Retail sales for the Product must be in the range of $100,000 – $2 million annually by February 1, 2027;
- Company has entered retail no more than ten years ago;
- Must have a viable distribution supply chain network in place;
- Product should be innovative and fill a consumer need; and
- All decisions are the final say of NFRA staff and its members.

Visit the Contest page on https://nfraweb.org/ to complete the Contest submission form ("Entry"). By submitting an Entry, each Entrant: 1) irrevocably grants Sponsor a royalty-free, non-exclusive license throughout the world to use, re-use, copy, publish, republish, in whole or in part, edit, add to, modify, and rearrange the Entry in whatever media, including without limitation edit, rearrange, and/or copy the Entry for use in the promotion of Sponsor's products and services, without further permission, consideration or payment to the Entrant, except where prohibited; 2) warrants and represents that the Product being submitted for consideration is entirely the original creation/work of the Entrant and that use of the Product as described herein will not violate any law or infringe upon the rights, title, claim, or interest of any third party; and 3) certify that Entrant is the creator

and sole copyright owner of the Product, and any related marketing materials, submitted for consideration.

The Entrant and/or the Company must either own the rights to the Product or have permission to represent the Product submitted. Entrant represents and warrants that the Entry materials do not violate or infringe any copyright, trademark/trade name, logo, trade secret or intellectual-property right, or other proprietary right of any person or entity. Failure to adhere to these Official Rules of entry will make Entrant's submission ineligible for entry into the Contest.

IV. WINNER SELECTION:

Entrant may submit an Entry for Contest consideration from 12:01 a.m., EST December 1, 2026, through 11:59 p.m., EST, on February 12, 2027. The committee will review each Entry. Entries not meeting Contest requirements will be disqualified. Qualifying Entries will be reviewed by a committee on the criteria below:

- Uniqueness of product
- Functionality
- Excitement

Committee will select up to 8 finalists. Finalists will be notified by email no later than March 12, 2027. Each finalist will be asked to submit a video no longer than 3 minutes, showcasing their Product. The person submitting must be on camera as if presenting the Product live to the judges. The video should explain their go-to-marketing and promotional strategy. Video must start with name of Product and Company name. Videos must be uploaded to https://spaces.hightail.com/uplink/NFRA by no later than April 9, 2027. Finalists will also be asked to ship one case of their Product to the NFRA Conference hotel for evaluation. Products will be evaluated by a panel of industry judges on the criteria below:

- Uniqueness 50%
  - Consumer benefit claim
  - Ingredients
  - Packaging
  - Supply chain Readiness
  - Marketing
- Functionality 30%
  - Packaging
  - Preparation
  - Taste
- Excitement 20%
  - Willingness to purchase

The entry receiving the highest total score will be selected as 1st prize winner. In the event of a tie, the entry with the highest score in the most disruptive category will be considered the winner of the tie. 1st place and Honorable Mention winners will be announced at the NFRA Board of Directors meeting in June 2027, and winners will be notified by July 1, 2027.

Entrants cannot disclose any details about Contest or results prior to formal announcement by NFRA. Decisions by the committee and judges are at their sole discretion and are final and binding in all respects.

V. PRIZES:

1st place winner:

- One (1) 1st place winner will receive a Café NFRA table at the 2027 NFRA Convention (October 9-12, 2027, in San Diego, California) to display and promote their product. (Value: approximately $7,500) (Any costs associated with shipping, handling, receiving, prepping, and sampling the product, as well as travel and accommodations, will be at the Entrant's expense.)
- (1) complimentary convention registration (valued at $825)
- Trophy
- Use of Emerging Brand logo
- Bragging rights

Honorable Mention Categories: (winners will receive (1) complimentary NFRA Convention registration, valued at $825, plus use of Emerging Brand logo and bragging rights)

Odds of winning depend on the number of eligible Entries received.

All other expenses associated with prize acceptance or usage, not specifically defined herein, are the responsibility of the winners. Prizes are non-transferable and may not be redeemed for cash. The Sponsor reserves the right to substitute any prize with another of equal or greater value.

Access to any Contest related events or activities, including the NFRA Convention, shall at all times be subject to rules, regulations, policies of Sponsor.

VI. WINNER RESPONSIBILITIES:

As a condition of being declared a winner and being eligible for the prizes, the winners agree to the terms and conditions of these official Rules. Entrant warrants and represents that Entrant has the power and authority to grant the rights granted herein. Winners may be required to provide an acceptable digital image of themselves for use in Contest-related promotions. If prize notification is returned as undeliverable, or if winner has not complied with these Official Rules, or is otherwise ineligible, such circumstance may result in forfeiture of the prize and an alternate winner may or may not be selected at the Sponsor's sole discretion for the prize at issue. Winners may not participate in any third-party promotional efforts without Sponsor's permission. Winners are responsible for any and all taxes derived from and/or through the Contest, and Winner's winnings, if applicable.

The winning Entry materials and any performance, demonstration, participation or appearance by the Winner in connection with the Contest or the prize (the "Property") will be deemed a **Work Made For Hire** by the Sponsor, under the copyright laws of the United States, but if it cannot be so deemed, then Winner irrevocably sells, assigns and transfers to the Sponsor all of Winner's right, title, and interest in and to the Property, including, without limitation, all copyright and trademark rights, in the United States and worldwide, therein, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

VII. USE OF NAME AND LIKENESS:

Entrant grants permission for the Sponsor, and those acting pursuant to the Sponsor, authority to use, in perpetuity, Entrant's name, picture, voice, performance, likeness, biographical information, statements, property, prize information, demonstrations, recording, and/or other appearance or participation in connection with the Contest and Entry Materials, any and all of which may be altered, changed, modified, edited, used alone, together or with other works, and/or used in distorted, illusory or composite form, as solely determined by the Sponsor, for advertising, trade and promotional purposes, without further compensation, at any time(s), in all media now known or hereafter discovered worldwide, including, without limitation, print, radio and television broadcasting, cable casting, audio/visual, closed-circuit exhibition, and on the Internet, without notice or review or approval.

VIII. DISCLAIMER / RELEASE / LIMITATIONS OF LIABILITY:

Entrant releases NFRA, and their respective affiliates, parent companies, subsidiaries, employees, officers, directors, members, shareholders, employees, agents, representatives, distributors, advertising and promotion agencies, sponsors, and their respective officers, directors, members, shareholders, employees, representatives and agents ("Released Parties") from, and agrees that the Released Parties shall have no liability for, and shall be held harmless and indemnified by Entrant against, any and all liability for any injuries, losses or damages, rights, claims and actions of any kind to person(s), including personal injury, death, or damage to or loss of property, or violation of intellectual-property rights, or rights of publicity or privacy resulting in whole or in part, directly or indirectly, in connection with participation in the Contest and the participation in, acceptance, possession, or use of any prize.

The Released Parties are not responsible for and shall not be liable for:

(a) Printing or typographical errors in any Contest-related materials;
(b) Technical failures, including, without limitation, electronic, hardware or software program, network, telephone, Internet, website, ISP availability or computer malfunctions, failures, or difficulties of any kind; or
(c) Any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest or receipt or use or misuse of any prize, or travel or accommodations in connection with any prize.
(d) The Sponsor may discontinue posting an Entry on its website for any reason, as determined by the Sponsor, in its sole and absolute discretion. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees. Under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, special, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses.

IX. ENFORCEMENT OF RULES AND RIGHT TO SUSPEND, MODIFY OR CANCEL CONTEST:

The Sponsor reserves the right to take any action as it deems necessary to enforce these Official Rules and ensure the fair operation of the Contest, including, without limitation, disqualifying Entrants who do not comply with these Contest Rules. If, for any reason, the operation or administration of this Contest is impaired or incapable of running as planned for any reason, including but not limited to (a) infection by computer virus or bugs, (b) tampering or unauthorized intervention, (c) fraud, (d) technical failures, (e) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest in whole or in part, at any time, without notice and may or may not choose to award the prizes using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification, or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules.

X. GOVERNING LAW:

The Entrant, including construction, validity, interpretation, and enforceability of this Agreement, shall be governed by the laws of the State of Pennsylvania without regard to choice of law or conflict-of-law principles. Any non-arbitral disputes, claims, and causes of action arising out of or connected in any way with the Contest or any prize awarded shall be brought exclusively in a federal or state court in Pennsylvania.

XI. MISCELLANEOUS:

In the event that any provision of these Official Rules conflict with the law under which these Official Rules are to be construed or if any provision is held invalid by a court with jurisdiction over the parties to the Official Rules, such provision will be restated to reflect as nearly as possible the

original intentions of the parties in accordance with applicable law, and the remainder of these Official Rules will remain in full force and effect. If either party fails to insist upon or enforce strict performance by the other party of any provision of the Official Rules, or to exercise any right under the Contest Rules, such a failure will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance. These Official Rules constitute the entire understanding between the parties as to the Contest and supersede all prior agreements and understandings relating to the Contest.

XII. AGREEMENT TO BINDING ARBITRATION:

As a condition of participating in this Contest, Entrant agrees that any and all disputes which are arbitral and cannot be resolved between the parties, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, or the determination of the Winner shall be resolved individually, without resort to any form of class action exclusively by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association, then effective. Further, in any such dispute, under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than Entrant's actual out-of-pocket expenses (i.e., costs associated with entering the Contest), and Entrant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Contest Rules, or Entrant's rights and obligations, or, if applicable, NFRA's rights and obligations in connection with this Contest, shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania, U.S.A., without giving effect to the conflict of law rules thereof, and all proceedings shall take place in Dauphin County.

In the event of a dispute as to the identity of the Winner based on an email address, the winning entry will be declared made by the authorized account holder of the email address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider, or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.