

ALBERTSONS INNOVATION LAUNCHPAD COMPETITION– OFFICIAL RULES AND TERMS & CONDITIONS

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW.

- 1. Competition Period:** The Albertsons Innovation Launchpad Competition (the “Competition”) on-line application period begins on January 8, 2024 and ends at Midnight on January 19, 2024 (“Application Period”). Eligible Applicants selected for an in-person presentation to Albertsons (“Selected Applicant[s]”) will be notified of their selection by Email contact and given an invitation to attend the March 12, 2024 in- person presentation on or after February 9, 2023. The invitation will include the time and meeting location for the in-person presentation and materials for preparation of an advance on-line submission. The on-line submission (of Selected Applicant presentation and presenters) is due by February 21, 2024.
- 2. Eligibility:** The Competition is open **only** to food, beverage and premium pet product brands (“Brands”) with sufficient documented sales revenue history who are either exhibiting or attending the Natural Products EXPO West trade show in Anaheim, California, taking place from March 12-16, 2024 (“EXPO West” or “Show” or “Event”). The Competition is for products positioned toward these consumer trends: low sugar/low carb/all-natural, high protein, functional beverages, hydration, global flavors, healthy prepared meals and premium pet. Products from Produce, Meat, Deli, Liquor, GM/HBC or CBD are not eligible and will not be considered. Employees of Albertsons Companies, Inc. (“Sponsor” or “Albertsons”), RangeMe (“Administrator”), their respective parents, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional and judging agencies (collectively “Released Parties”) and the immediate family members (spouses, parents, children, and siblings and their spouses) and household members of each, are not eligible. Void where prohibited. All applicable federal, state and local laws and regulations apply.
- 3. How to Enter:** During the Competition on-line Application Period, the Administrator (RangeMe) will post a call-to-action on the RangeMe platform and send Email notifications to its registered client list to participate in the Competition with a link to the on-line application portal. All online Entries must be received by 11:59 PM PT on January 19, 2023. All terms and conditions stated on the on-line application portal apply to the entire Competition. Limit one (1) Entry per Brand. Any attempt by any applicant to obtain more than the stated number of Entries by using multiple/different names, accounts, identities, registrations, logins, addresses or through any other methods, may void all of that applicant’s Entries and applicant may be disqualified in Sponsor’s and Administrator’s complete and sole discretion. Incomplete, corrupted, or untimely Entries are void and will be disqualified. Sponsor and Administrators and its agencies are not responsible for lost, late, incomplete, damaged, stolen or misdirected Entries; lost, interrupted, or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user's computer equipment (software or hardware), or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. Proof of submission will not be deemed to be proof of receipt by Sponsor or Administrator. In the event of a

dispute as to the identity of an Entrant, the authorized account holder of the email address associated with the RangeMe account used to enter will be deemed to be the Entrant. Potential selected applicants may be required to show proof of being the authorized account holder.

4. **Competition Details**

Albertsons Launchpad Competition location

Wednesday March 12, 2024 at the Hilton Hotel Anaheim Convention Center (777 Convention Way) in California Ballroom A. Selected Applicant Brands will be presenting between 10:00 AM and 3:00 PM. Award ceremony commences on March 13; 10 AM in the same Hilton Ballroom A..

Event Logistics

This event is a fast-paced competition. Brands will pitch to a single judging panel of 2 people out of 10 overall judges. The judges are individuals from the Albertsons Business Ventures Team, National Team, Specialty Divisions, and KeHE. Each contestant has 8 minutes to pitch from a standardized template. There will be 3 minutes for Q&A.

Notification and Confirmation

Selected Applicants will be notified that they have been selected to compete. In that communication selected Applicants will receive a Microsoft Bookings link. This link will enable them to select their own meeting time during the 10:00 am and 3:00 time frame on March 12, 2024. Appointments are scheduled on a first come, first served basis. If an appointment has not been confirmed by 11:59PM PST February 14, 2024, the Contestant will forfeit their opportunity to compete in the event. Sponsor may, in its sole discretion, have the right to replace any Contestant that is forfeited.

Pre-Event Responsibilities

1) Upload the Applicant presentation and a 90 second video to the designated SharePoint drive as instructed on the invitation materials by 11:59PM PST February 21, 2024. These completed pre-event requirements are mandatory. If these pre-event requirements are not received by the deadline, the selected Applicant will be disqualified from the Competition.
2) Provide Sponsor and Administrator with the names and titles of the two selected Applicant Brand representatives for the in-person presentation at the Event **no later than February 9, 2024.**

Presentation Details

Selected Applicant Brands will check in at the welcome table outside of California Ballroom A 10 minutes before assigned time to present. Brand representatives will need to show their EXPO Exhibitor or Attendee Pass at check in. Please don't plan to come any earlier than 10 minutes as we have limited space. **Sponsor is unable to make any changes to presentation times.**

Each selected and confirmed Applicant will have 8 minutes to present its brand. There is 3 minutes for Q&A. This Event is logistically complex to organize, and all timelines must be met for it to be successful. Presenting Brands are encouraged to rehearse so that Brands can get all points presented in the allotted time. Presentations will be abruptly cut off if they run over. One or two samples are allowed and encouraged. If Brand product is not ready to eat, flats are allowed. There is no ability to warm up samples. Each Brand can have a maximum of 2 people in the Ballroom. Each Brand presenter must be registered with EXPO West.

Presentation Requirements

Each selected Brand is provided a PowerPoint template for its presentation with the Selected Applicant invite materials. All Brands must use this template and provide all the information requested. This will help Sponsor compare brands in the judging process, and it will keep the Event on track for the allotted 8 presentation minutes. A sample presentation filled out for Brand reference is included in the Selected Applicant Brand materials. Do not bring more information than is in the Power Point template. Sponsor will only consider the PowerPoint template.

Winners will be announced at 10:00 am on the 13th, one day after the competition. There will be an award ceremony. Brands are welcome to come back to the Ballroom for the ceremony and to mingle with Albertsons personnel after. For the awards ceremony, Brands can bring one additional person.

Judges

2 judges from the list below are **randomly** selected to meet with each selected Brand to review the brand.

1. Cher Cech – Pavilions Grocery Sales Manager
2. Joel Todd – Haggen Grocery Sales Manager
3. Mike Lancaster – Market Street Grocery Sales Manager
4. Becky Paine – Andronico's Grocery Sales Manater
5. TBD – Kings & Balducci Grocery Sales Manager
6. Ashley Odom – National Category Director
7. Robert Gurnea – Assistant Category Director
8. Matt Collar – Assistant Category Director
9. Miriam Welch – National Category Director
10. Sean Heryet – National Category Director

Executive Panel

1. Jim Foltz – VP of Business Ventures
2. Karen Ivanis-Rogers – Sr. Director of Business Ventures
3. Andress Blackwell – Managing Director, Whipstitch Capital
4. Menelaos Zotos – Albertson's Business Ventures Senior Manager
5. Christine Chan-Dankwardt – Albertson's Business Ventures Senior Manager
6. Demetri Pantazes – Albertsons VP of Merchandising, Meal Ingredients
7. Marc Nehring – KeHE Distributors, Director of Growth Solutions

Do not contact the judges or the Executive Panel in advance of the event. Contacting any judge or Executive Panel member in connection with this event will result in disqualification.

Disclaimers and Acknowledgments

Competition winners acknowledge that Merchandising and Assortment decisions are not being made at this Event, so there is no guarantee of any Distribution in Albertsons stores for any Selected Applicant and presenting Brand. Selected Applicants are ineligible for participation in the event of: 1) not accepting the invitation by the confirmation deadline; 2) not being present 10 minutes before assigned presentation time; or 3) not being registered for EXPO West.

5. Presentation Rules

- Presentation must depict and be Brand's products.
- Presentation must not contain content that is known by Brand to be false, inaccurate or misleading.
- Presentation must not contain any content that infringes or may infringe third

party rights, including, without limitation, any copyright, name, trademark, logo, trade dress, or other personal or proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity or make reference to any commercial/corporate advertising (including but not limited to corporate logos, brand names, charities, slogans, political, or religious statements), or be otherwise objectionable.

- Presentation and communications must not contain viruses, Trojan horses, worms, bots, spyware or any other computer code that is intended to damage, interfere with, or surreptitiously intercept or expropriate any system, data or information.
- Selected Applicant Brands, their social media accounts and all submitted entries and presentations must be in keeping with Sponsor's image as determined by Sponsor, in their sole discretion, or entry and presentation will be disqualified from the Competition. The presentation must not disparage persons or organizations associated with Sponsor.
- Entries and presentations must not reference any of Sponsor's competitors.

Each Applicant grants to Sponsor a worldwide, royalty-free, perpetual, non-exclusive right and license to copy, distribute, and display each submitted entry and presentation, in any media, and with right to use, copy, modify, edit, and create derivative works therefrom, and agrees to execute documents confirming such right and license at Sponsor's reasonable request. By entering, each Applicant warrants and represents that its Entry is original, has not been previously published or won any award, does not contain any material that would defame or otherwise violate or infringe upon the rights of any third party, including patents, copyrights, trademarks or rights of privacy or publicity, and will not violate any federal, state or local laws or ordinances. Sponsor reserves the right in its sole and unfettered discretion to disqualify any Entry that it believes contains obscene, offensive or inappropriate content, that does not comply with these Official Rules or that is not consistent with the spirit or theme of the Competition. No information regarding Entries, other than as otherwise set forth in these Official Rules will be disclosed.

6. **Winner Determination:** On March 12, 2023, following the presentations, the Executive Panel will meet with the individual judges to discuss results and evaluations. Judging will be based on the following criteria:

1 Product – The product has enough differentiation to stand out in the category. It delivers a specific customer need.

2 Package/Graphics – The product has innovative packaging and/or graphics and it can make an impact on the shelf. The right attributes are clearly communicated and is easy for customers to identify.

3 Pricing – Pricing is within range of the competition; it will not be an issue with the customers and can be justified based on the product offering.

4 Category Performance - The company has demonstrated through market performance or research data that the product will be successful in the category.

5 Target Customer - The company has demonstrated that they know their target customer and they are taking the right steps to bring awareness to that customer. The target customer fits within one of the MyNeeds segments at Albertsons.

6 Marketing/Promotional Support – The company has a strong marketing plan. The

promotional plan will drive trial, repeat purchases and velocities in store.

7 Long Term Category Value - The company has demonstrated that the product has long term potential in the market.

8 Inclusion - Companies that are 51% or more owned, managed and controlled by a woman, minority, veteran, person with a disability or a member of the LGBTQ+ community will receive additional consideration.

*9 **Sustainability** - The company has demonstrated a clear investment in sustainability either by developing sustainable packaging, offering products that promote sustainability and/or improve transparency and efficiency in supply chain which help reduce environmental impact.*

10 Other discretionary factors as determined by judges.

A point system will determine Brands selected by each pair of Sponsor Judges for final discussion among all teams of Sponsor Judges. Each Brand acknowledges that all Judges will not see presentations for all entries. Discussion and group evaluation among the judges is part of the winner selection process regardless of point system scoring in the direct presentation. Winner selection criteria is at the sole discretion of Sponsor, and Sponsor reserves the right to adjust selection criteria and prize breakdown details prior to and during the Event.

7. Prizes and Estimated Retail Value (“ERV”¹):

PRIZE 1 – ESTIMATED VALUE \$163,000

Albertsons Growth Accelerator – Cash \$40,000

Whipstitch - Analysis Valued at \$10,000

- Consultation on fundraising and exit strategy preparedness
- Confidential financial analysis focused on margin profile and category comparisons
- DTC and/or Retailer sell-through analysis

SPINS – Valued at \$12,000

- SPINS Natural Channel Data Delivered via PowerTabs for one year
 - *Natural Channel Data*- get full access to the entire SPINS Proprietary Natural Channel, composed of 100+ innovative retailers that are only available through SPINS.
 - *PowerTabs* – have data delivered via PowerTabs, an excel-based reporting suite that makes your data easily accessible and usable to everyone in your organization, even if they don't have experience as a data analyst.
 - SPINS will organize a one-time, 30-minute training to get you set up and show you how to use the platform.
- 1 Insight Sprint Appointment
 - SPINS consultants will schedule one meeting to provide you with presentation-ready PowerPoint or Excel reports for buyer meetings, sales briefings, or commercial plans.
 -

Numerator – Valued at \$60,000

- Dashboard Access for one year and 1 instant survey

Albertson Media Collective – Valued at \$25,000

- 6 weeks of awareness driving onsite display media

KeHE – Valued at \$10,975

- 20% off the 2024 KeHE Holiday Show or the 2025 KeHE Summer Show (\$1,500 Value)
- 50% off KeHE Fresh Table Top Event (\$400 Value)
- With a paid booth at the 2025 KeHE Summer Show, we can offer a featured space within the Innovation Pavilion (\$750 Value)
- With a paid booth at the 2024 KeHE Holiday Show or the 2025 KeHE Summer Show, Free digital jumbotron partnership (\$1,595 Value)
- KeHE Sales Connection Newsletter Feature (\$2,100 value)
- KeHE Retailer Connections Newsletter Feature (\$2,100 value)
- KeHE Website Feature (\$2,500 value)

Natural Products Consulting/Bob Burke – Valued at \$2,500

- Registration for 2 people from the same company for:
- **2 Day Sales Seminar:** "Becoming a More Effective Sales Manager in the Natural & Specialty Channel" Seminar and Networking Event
 - Led by Bob Burke and John Maggiore and joined by a collection of leading customers and industry experts, the seminar covers topics such as: Developing a sales plan, pricing and margins, working with brokers and distributors, trade spending, succeeding with Amazon, Whole Foods, Target, Wal-Mart, Alternative channels, and more. Planned for December 2024.
- **1 Day Financing Seminar:** Financing Your Consumer Products Company
 - Led by Bob Burke and Mike Burgmaier and joined by leading investors, debt experts and a founder who successfully funded their company, the seminar covers deal structure, valuation, terms sheets and importantly what investors are looking for from the companies they invest in. Planned for December 2024.

RangeMe – Valued at \$2,500

- RangeMe Premium Access for 1 year - "RangeMe Premium is an annual plan that unlocks premium features for suppliers looking to increase brand visibility, make more informed business decisions, and grow their business."

PRIZE 2 – ESTIMATED VALUE \$95,000

Albertsons Growth Accelerator – Cash \$30,000

SPINS – Valued at \$10,000

- SPINS Natural Channel Data Delivered via PowerTabs for one year
 - *Natural Channel Data*- get full access to the entire SPINS Proprietary Natural Channel, composed of 100+ innovative retailers that are only available through SPINS.
 - *PowerTabs* – have data delivered via PowerTabs, an excel-based reporting suite that makes your data easily accessible and usable to everyone in your organization, even if they don't have experience as a data analyst.
 - SPINS will organize a one-time, 30-minute training to get you set up and show you how to use the platform.

KeHE – Valued at \$7,100

- 50% off KeHE Fresh Table Top Event (\$400 Value)
- KeHE Sales Connection Newsletter Feature (\$2,100 value)
- KeHE Retailer Connections Newsletter Feature (\$2,100 value)
- KeHE Website Feature (\$2,500 value)

Numerator – Valued at \$30,000

- Dashboard access for 6 months

Albertsons Media Collective – Valued at \$15,000

- Includes 4 weeks of awareness driving onsite display media.

RangeMe – Valued at \$2,500

- Premium Access - RangeMe Premium Access for 1 year - "RangeMe Premium is an annual plan that unlocks premium features for suppliers looking to increase brand visibility, make more informed business decisions, and grow their business."

PRIZE 3 – ESTIMATED VALUE \$52,000

Albertsons Growth Accelerator – Cash \$20,000

SPINS Valued at \$10,000

- SPINS Natural Channel Data Delivered via PowerTabs
 - Natural Channel Data- get full access to the entire SPINS Proprietary Natural Channel, composed of 100+ innovative retailers that are only available through SPINS.
 - PowerTabs – have data delivered via PowerTabs, an excel-based reporting suite that makes your data easily accessible and usable to everyone in your organization, even if they don't have experience as a data analyst.
 - SPINS will organize a one-time, 30-minute training to get you set up and show you how to use the platform.

Numerator – Valued at \$15,000

- Survey with Research Support

KeHE – Valued at \$4,600

- 50% off KeHE Fresh Table Top Event (\$400 Value)
- KeHE Sales Connection Newsletter Feature (\$2,100 value)
- KeHE Retailer Connections Newsletter Feature (\$2,100 value)

RangeMe – Valued at \$2,500

- Premium Access- RangeMe Premium Access for 1 year - "RangeMe Premium is an annual plan that unlocks premium features for suppliers looking to increase brand visibility, make more informed business decisions, and grow their business."

FastPass Winners (5 Total) – TOTAL VALUE \$2,000

Guaranteed meeting with Albertson's National Team to present your brand

KeHE (1 hour Go to Market Strategy Consultation) – Valued at \$1,000

SPINS 30-45 minute Sell Story & Category Insights Consultation - Valued at \$1,000

¹ Industry service prizes are calculated at an estimated value of the services provided and may not be exchanged for cash value. SPINS current customers are not eligible for prizes SPINS related prizes and the total estimated value of the prize would be adjusted to reflect that change for any current SPINS customer. Sponsor reserves the right to adjust prize details and breakdowns prior to and during the Event.

Prize cannot be transferred, redeemed for cash or substituted by winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The ARV of the prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize items.

8. **Winner Verification:** Potential winners will be notified at the Event and will be required to respond within 48 hours of attempted notification or prize will be forfeited and an alternate winner will be selected. The potential winner must then sign and return a Declaration of Compliance, Liability & Publicity Release (where legal) and Assignment of Rights (collectively, "Declaration"). The Declaration must be completed, signed and returned via a method specified by Sponsor within forty-eight (48) hours after delivery of the Declaration to the potential winner. Return of prize or prize notification as undeliverable may result in disqualification and alternate selection.
9. **RESERVATION TO CHANGE THE TERMS AND CONDITIONS. APPLICANT AND PARTICIPATING COMPANY REPRESENTATIVE ACKNOWLEDGE AND AGREE THAT SPONSOR AND ADMINISTRATOR RESERVE THE RIGHT TO ALTER, ADD, CHANGE, MODIFY (INCLUDING, BUT NOT LIMITED TO, POSTPONE OR CHANGE THE IN-PERSON EVENT TO A VIRTUAL EVENT), CANCEL, SUSPEND THE EVENT, THE TERMS AND CONDITIONS, OR ANY PORTION OR ELEMENT THEREOF IN SPONSOR'S SOLE AND ABSOLUTE DISCRETION WITH OR WITHOUT NOTICE TO APPLICANT BRANDS AND/OR PARTICIPATING COMPANY REPRESENTATIVE AT ANY TIME INCLUDING BUT NOT LIMITED TO DURING THE EVENT.**
10. **General Rules:** No substitution or exchange (including for cash) of prize will be permitted. All applicable federal, state and local taxes are the sole responsibility of the winner. By acceptance of the prize, winner grants permission to the Sponsor and its agencies to use their name, city, state, photos, and likeness for purposes of advertising, promotions, and trade without further compensation, except where prohibited by law. By participating in the Competition, Entrants agree to be bound by these Official Rules, Terms and Conditions, and previously agreed to Terms & Conditions associated with original Competition entry, and the decisions of the Sponsor and Administrator. The Sponsor reserves the right in its sole discretion to disqualify any individual who tampers or attempts to tamper with the Entry process or the operation of the Competition; violates the Official Rules; or acts in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Sponsor is not responsible for typographical or other error in printing of the Competition or administration of the Competition or announcement of the prize. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

The Sponsor and its agencies are not responsible for equipment or electronics malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications regardless of cause; by any of the equipment or programming associated with or utilized in the Competition; by any human error that may occur in the processing of the Entries in the Competition; or damage to any equipment or electronics resulting from submitting an Entry, accessing or downloading information in connection with the Competition, or otherwise participating in the Competition. Potential winner may be required to show proof of being the authorized entity associated with the Entry. Proof of entering information does not constitute proof of delivery or receipt of such information. Sponsor and/or its agencies are not responsible for the failure of any Entry to be received by Sponsor on account of technical problems or congestion on the internet or any of the above sites. If, for any reason, the Competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Competition, then the Sponsor reserves the right in its sole discretion to cancel the Competition. Any attempt by any person to deliberately undermine the legitimate operation of the Competition may be a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person or entity to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Sponsor and Administrator and its affiliates, officers, directors, agents, and employees will have no liability or responsibility for any claim arising in connection with participation in the Competition or the awarding of the prize. By participating in the Competition, the Entrant agrees that the Sponsor and Administrator all of their respective shareholders, officers, directors, employees and assigns, members, representatives and agents, will have no liability whatsoever for, and will be held harmless by, Entrant for any liability for any bodily injury, loss, costs or damages of any kind to persons, including death and property, damages sustained due in whole or in part, directly or indirectly, from Entry creation, the acceptance, possession, use or misuse of prize, if applicable, or participation in the Competition or participation in any Competition or related activity. By entering the Competition, you hereby represent and warrant that you have read these Official Rules and Terms & Conditions and are fully familiar with its contents.

11. **Disputes:** Except where prohibited, Sponsor reserves the right to make all decisions in its sole discretion arising out of or relating to the Competition, and the decisions by Sponsor are final and binding on all matters relating to the Competition. Except where prohibited, you agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with the Competition or the prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Idaho; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Competition, but in no event attorneys' fees; and (c) notwithstanding the foregoing, you waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the United States of America and the State

of Idaho, without giving effect to any choice of law or conflict of law rules (whether of the laws of the State of Idaho or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Idaho.

12. **Privacy:** Any personal information that you provide in connection with the Competition shall be used by Sponsor to administer this Competition, contact Entrants, and for the other purposes set forth in the Sponsor's privacy policy located at <https://www.albertsonscorporation.com/about-us/our-policies/privacy-policy.html>. By participating in the Competition, you agree to and accept that privacy policy.
13. **Winner List:** For the winner list, send a stamped, self-addressed envelope to:
Albertsons Innovation Launchpad Competition, Cassie Somerville 250 E Parkcenter Blvd, Boise, ID 83706
14. **Sponsor:** The Sponsor of this Competition is Albertsons Companies, Inc., 250 Parkcenter Blvd., Boise, ID 83706. The Administrator of this Competition is RangeMe, 665 3rd St, San Francisco, CA 94107