

BASF MINDSUMO CHALLENGE ADDITIONAL TERMS OF USE

NO PURCHASE NECESSARY. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. VOID OUTSIDE THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA AND WHERE PROHIBITED BY LAW. SUBMISSION OF A SOLUTION CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS AND THE PROMOTER'S TERMS OF USE.

Sponsor: This Challenge is sponsored by BASF Corporation (the "Challenger"), 100 Park Ave., Florham Park, NJ 07932, and is promoted by MindSumo (the "Promoter"), 520 San Antonio Road #100, Mountain View, CA 94040.

Eligibility: The Challenge is a skill contest and is open only to full-time undergraduate or full-time graduate students (as "full-time" is defined at the educational institution attended by the student) who are natural persons and legal residents of the fifty (50) United States or the District of Columbia (or a temporary resident possessing a valid student visa) for the duration of the Challenge, and are of the age of majority in their State or residence. Solvers must have a valid e-mail edu or university e-mail address and an account on MindSumo's site at www.mindsumo.com. Employees of the Challenger and MindSumo and their parents, subsidiaries, affiliates, retailers and advertising and promotion agencies, and each of their immediate family members (spouse, parent, child or sibling, and their respective spouses, regardless of where they reside) and individuals living in the same households of each of these individuals, whether or not related, are not eligible to enter or win. Challenge is subject to all applicable federal, state and local laws.

The Challenge Period: The contest begins when the Challenge is posted at www.mindsumo.com and ends when 20 Solutions have been received (the "Challenge Period").

Requirements of Submissions: In addition to these Additional Terms of Use ("ATOU"), Solutions must comply with the MindSumo Terms of Use ("MTOU"), found at <https://www.mindsumo.com/terms>. In the event of a conflict between these ATOU and the MTOU, these ATOU govern. Solutions may not contain, as determined by the Challenger, in its sole discretion, any content that:

is sexually explicit or suggestive; unnecessarily violent, or derogatory of any ethnic, racial, gender, religious, professional, or age group; profane or pornographic; or contains nudity;

promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political or religious agenda or message;

is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submitted Solutions;

defames, misrepresents or contains disparaging remarks about other people or companies;

contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without written permission; contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;

contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without written permission;

contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without written permission;

contains look-alikes of celebrities or other public or private figures, living or dead; communicates messages or images inconsistent with the positive images and/or good will with which Sponsor wishes to associate; and/or violates any law.

Solutions must be submitted within the Challenge Period, in English, must be the original work of the Solver, must not have been previously published, must not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If a Solution contains any material or elements that are not owned by the Solver, and/or which are subject to the rights of third parties, the Solver is responsible for obtaining, prior to uploading of the Solution, any and all written releases and consents necessary to permit the use and exhibition of the Solution by Promoter in the manner set forth in these ATOU, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Solution. Challenger reserves the right to request proof of these permissions in a form acceptable to Challenger from any Solver at any time. By providing a Solution, Participant warrants and represents that he/she and any persons appearing or who are identifiable in the Submission consent to the Solution and use of the Solution in the Contest and to its use as otherwise set forth herein, including but not limited to their name and state of residence being posted at BASF's website.

Challenger reserves the right to disqualify any Solution that it determines, in its sole discretion, is offensive or inappropriate, not in keeping with Challenger's image or that is otherwise not in compliance with these Terms and Conditions.

The Challenge Brief: Challenger describes the nature of the Challenge as follows:

Did you know? In 2012 alone, more than 36 million tons of food waste was generated in the U.S., and only five percent of that was diverted from landfills and incinerators for composting. Food waste makes up the largest percentage of waste going into landfills, at 21%. [EPA Food Waste Fact Sheet]

BASF is helping universities across the country meet their goal to send zero waste to landfills.

Challenger requires the following deliverables to be included in the Solution:
Please answer:

- 1) How would you reduce the amount of food waste on campus or in your community?
- 2) How could BASF help your university implement your idea?

Consider solutions that can be found in new technologies, partnerships, or education. Submit your solution as a 5 page powerpoint or PDF, with visuals and annotations to describe your thinking.

The Rewards: One (1) "Winning" solution will receive first place reward of \$250.00. Two (2) solutions will be chosen to receive "Honorable Mention" rewards of \$125.00 each.

Any other components of the Rewards will be posted on the Challenge page at www.mindsumo.com/bASF and in the "Deliverables" portion of the Challenge.

The Judging Criteria: The Solutions will be judged by BASF employees and senior executives using the following judging criteria:

Innovative Thinking (1/4), Relevance (1/4), Feasibility (1/4), and knowledge of BASF (1/4). The eligible Honorable Mention and Winning Solutions that best meet the Judging Criteria, as determined by the judges in their sole discretion, will be deemed the Rewards recipients. The proposed Honorable Mention and Winning Solutions will be announced on or about two weeks after the close of the Contest Period and the proposed Honorable Mention and Winning Solvers will be notified by e-mail at the same time. All potential Honorable Mention and Winning Solvers will be subject to Verification of eligibility and

compliance with these and Promoter's Terms of Use, and, if the Reward exceeds \$600, must provide Challenger with a valid Social Security Number (or equivalent from country of residence) and signed tax documentation for receipt of Form 1099 from Challenger. If a proposed Winning Solution or Winning Solver is disqualified, a Solver chooses not to accept the Reward, a Solver cannot be contacted within 3 days by Challenger, or a Solver fails to return the Verification within 7 days after the date of notification, the judges will award that Reward to the next best eligible Solution, in the judges' sole discretion.

All Rewards will be awarded. The odds of winning a Reward depend on the number and quality of eligible Solutions received. Rewards are non-transferable and there will be no Reward substitution, cash equivalent of non-monetary Reward, or transfer or assignment of Reward, except by Challenger, which reserves the right to substitute a Reward with one of equal or greater value, in its sole discretion. Winner is responsible for all federal, state and local taxes, and any other costs and expenses associated with Reward acceptance and use not specified herein as being provided.

Ownership of the Solutions and Related Intellectual Property: By participating in this Challenge, and to the extent allowed by law, in addition to the MindSumo Terms of Use, which are superseded by these terms in case of a conflict, Solvers (i) agree, that all Solutions received (whether receiving any award or not, regardless of the form they take, and including, without limitation, any and all copyrights, trademarks, contract and licensing rights, moral rights or "droit moral," and other intellectual property and proprietary rights in Solutions) are herewith irrevocably transferred to, assigned to, and conveyed to Challenger and will be owned exclusively by Challenger, (ii) agree that Challenger or its affiliated entities may license and assign all such rights to third-parties and others (collectively "Licensees"), (iii) grant Challenger and Licensees the absolute right and permission to file for any desired copyright and patent protection, edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, transmit, produce, publish, rent, lease, distribute (directly or indirectly through multiple tiers), post, broadcast, publicly perform or display, adapt, exhibit and/or otherwise use or reuse or exploit (without limitation as to when or to the number of times used) and use the content of and elements embodied in the Solutions and the Solutions themselves, in perpetuity, in any and all media, including but not limited to digital and electronic media, television, cinema, computer, DVD, CD, print, audio and audiovisual media (whether now existing or hereafter devised), in any language, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other lawful purposes without further review, notice, approval, consideration or compensation to Solver or any third party, (iv) shall execute and deliver documents, at Challenger's expense, requested by Challenger or as may be necessary to vest in Challenger or confirm the rights and waivers provided herein, and (v) agree that email may satisfy any writing requirement that may apply to the assignment, conveyance, transfer, license, or waiver of any of the aforementioned rights.

By participating, Solvers agree that the decisions of the Challenger as to winner(s) and all other matters related to this challenge are final and binding.

Liability Waiver: BY ENTERING AND/OR ACCEPTING ANY REWARD, SOLVER REPRESENTS THAT HE OR SHE HAS COMPLIED WITH ALL RULES OF THIS CONTEST AND AGREES TO RELEASE AND HOLD HARMLESS CHALLENGER AND ITS AGENTS FROM ANY AND ALL LIABILITY FOR LOSS, HARM, DAMAGE, INJURY, COST, OR EXPENSE WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, PERSONAL INJURY, AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, OR PARTICIPATION IN THIS CONTEST, OR POSSESSION, ACCEPTANCE, AND USE OR MISUSE OF ANY PRIZE, OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY, AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK OR TRADE DRESS INFRINGEMENT, OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION. SOLVER FURTHER ACKNOWLEDGES THAT SOLVER AND ITS AGENTS HAVE NEITHER MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY REWARD OR PORTION THEREOF, INCLUDING BUT NOT LIMITED TO ITS QUALITY, MECHANICAL CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

General Restrictions: This contest, and all issues concerning the construction, validity, interpretation, and enforceability of these ATOU and the MTOU (but only as the MTOU applies to the relationship between the Solver and Challenger), are governed by the laws of the State of New Jersey without regard to the conflicts of law provisions therein and, by submitting a Solution, each Solver submits to the exclusive personal jurisdiction and venue of the state and federal courts of that state. In the event of a dispute regarding Solutions received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time the Solution is submitted will be deemed to be the Solver and must comply with these ATOU. The authorized subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), online service provider, or other entity responsible for assigning e-mail addresses.

All Solvers acknowledge and agree that (a) any and all disputes, claims, and causes of action arising out of or connected with this contest, and any Reward provided, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this contest, and in no event shall Solvers be entitled to receive attorneys' fees or other legal costs; and (c) under no circumstances will Solvers be permitted to obtain awards for, and hereby waive all rights to, claim punitive, incidental, and consequential damages, and any other damages other than out-of-pocket costs incurred, or any and all rights to have damages multiplied or otherwise increased. AS SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE MAY NOT APPLY TO ALL SOLVERS. In no event shall any Solver be entitled to seek or receive rescission, injunctive or other equitable relief, to enjoining or restrain exploitation of the contest or any advertising or other materials issued in connection therewith, including, but not limited to, any Solutions, or any other exploitation thereof.

All Solvers acknowledge and agree that Challenger may receive many Solutions that may be similar or identical in theme, idea, format, or in other respects to other submitted Solutions in this contest or other contests developed by Challenger or Promoter or received in other promotions or developed by Challenger, and Solver hereby waives any and all claims he or she has, had, or may have in the future, that any similar Solutions or other works accepted, reviewed or used by Challenger or its agents or designees, may be similar to Solver's Solution. All Solvers acknowledge and agree that Challenger does not now, nor shall it have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of any copyright or other intellectual property right in and to any Solver's Solution.

Other: Challenger is not responsible for any human errors, any computer, online, telephone, or technical malfunctions or delays of any kind that occur in the transmission or processing of Solutions, or for inaccurate transcription of Solution information or for on-line entries that are stolen, misdirected, garbled, lost, or delayed for any reason. If, for any reason, this contest is not capable of being completed as planned, including, but not limited to infection by computer virus, bugs, tampering, unauthorized interventions, fraud, technical failures, or other causes beyond the control of Challenger or Promoter, Challenger reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the contest and to choose winners from among the eligible Solutions received prior to cancellation, termination, modification, or suspension of the contest. Challenger also reserves the right, in its sole discretion, to disqualify any Solver who circumvents, violates, or fails to comply with these ATOU or the MTOU, who attempt to enter this contest in any manner or through any means other than as described these ATOU or the MTOU, who attempts to disrupt this contest, or who acts with the intent to annoy, abuse, threaten, or harass any other person.

Reward Recipients' Names: If you would like the names of the Honorable Mention and Winning Reward recipients, available four weeks after the close of the Contest Period, send a self-addressed, stamped envelope by six weeks after the close of the Contest Period to BASF MindSumo Challenge, 100 Park Ave., Florham Park, NJ 07932