LAUNCH PAD CONTEST (2015) – OFFICIAL RULES - DRAFT

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED BY LAW

- 1. AGREEMENT. These rules (collectively, the "Rules") govern that certain culinary competition known as the LAUNCH PAD CONTEST to be held at that certain project known as Union Market located in Washington, DC during Spring of 2015, hereafter referred to as the "Contest". The Contest will be conducted by Crave LLC trading under the name of Mess Hall ("Mess Hall"), as the "Sponsor", and its marketing partners, Edens Limited Partnership ("Edens"), Bullard Street, LLC, a limited liability company affiliated with Ris Lacoste ("RIS"), and all sponsors and judges, collectively known as the "Organizers". No purchase is necessary to enter the Contest. The act of entering the Contest constitutes acceptance of the Rules as contained herein and of the decisions of the Contest judges, which are final and binding in all respects. Rules and prizes are subject to change without notice.
- 2. **ELIGIBILITY**. The Contest is open to all residents of the United States who have attained the age of 21 by March 1, 2015, or the entities they own (each as "Entrant"), but is not open to employees, immediate family members and anyone living with any employee of Edens, Mess Hall, or RIS, or any of their respective affiliates (but is open employees of RIS, tenants of Union Market and Mosaic District (another project owned by Edens), and Mess Hall members) and their respective advertising or promotional agencies (collectively, the "Promotion Entities"). Limit of one (1) entry per Entrant (person, collective team or business entity). Entrants may work together and submit a team business plan provided that each participant on the team meets all of the eligibility and other qualifications for participation. Winning a prize is contingent upon fulfilling all requirements set forth herein and on the Contest Site located at http://messhalldc.com/launchpad/ (the "Site"). By entering the Contest and as an express condition to participation in the Contest, all entrants agree to and accept the terms of the Rules set forth herein

Entrants must initially submit a business plan which presents the Entrant's culinary concept. Entries for the Contest must be submitted between April 16, 2015, through May 11, 2015, inclusive, in order to be considered.

The business plan submission shall contain the following in order to be eligible for possible advancement in the Contest:

- (a) legal name of business and trade name if applicable
- (b) description of concept
- (c) executive summary including mission statement and personal statement (not to exceed two (2) pages, single spaced, 10pt Arial font)
 - (d) description of management team with bios & company structure
 - (e) advertising/marketing plan
 - (f) operations plan
 - (g) competitor analysis and business strategy
 - (h) conceptual design including renderings if possible, but not necessary

(e) pro forma financial projections (to include P&L and cash flow – year one should show monthly projections while years two and three may show quarterly projections)

The business plan may not exceed twenty (20) pages, single spaced, 10pt Arial font. plus additional exhibits such as pro forma, illustrations, etc. The business plan shall be accompanied by a separate disclosure of the following additional information:

- (a) Name of Entrant's Team Leader and full contact information, including telephone number, mailing address, and email address,
- (b) W-9 form (Request for Taxpayer Identification Number) signed by the Team Leader (for team prize and stipend payment purposes) (http://www.irs.gov/pub/irs-pdf/fw9.pdf), and
- (c) Name of all Team members and their respective email addresses.

Entrants will receive a confirmation from the Site that their respective business plans have been received.

3. **CONTEST AND HOW TO ENTER.**

- A. The Contest start date is April 16th, 2015. The end date for submission of written business plan entries is 11:59 PM EST on May 11th, 2015. The business plan entries will be evaluated and ultimately the entries will be narrowed to five (5) finalists. The finalists will then pitch their culinary concept to a panel of judges at an event (the "Finale") to be held in an area of Union Market known as "Dock 5" on a date and at such time as shall be designated by the Organizers. In connection with the foregoing, all entrants may be subject to one or more interviews with the Organizers appointed panel of judges selected to judge the Contest as part of the Contest. The judges will include but are not limited to industry professionals, Mess Hall, Edens and RIS representatives and others who have industry experience relevant to the assessment of culinary concepts and business planning.
- B. Entries will be judged based on the demonstrated elements, including but not limited to: the thoroughness of each application, professional experience, culinary skills, business acumen, the preparation and potential to promptly open and run a successful culinary business at Union Market. See Judging Criteria listed on the Site for details. All decisions of the judges are final.
- C. All dates are subject to change. Finalists of the Contest will be solely responsible for all travel, lodging and other costs and arrangements necessary to attend the Finale to present the selected business plan. The selected Contest entrants must reply to the Organizers within two (2) calendar days of notification to maintain eligibility. Once notified, if the selected Entrant does not accept the selection within two (2) days of notification, another Entrant may be contacted to move up at the Organizer's discretion, and the first Entrant will have no further claim to the prize. Should selected Entrants fail to respond in a timely manner or if entrants fail to meet any of the Contest requirements (as determined in the Organizer's sole discretion), the Organizers reserve the right to proceed with fewer advanced teams and not select alternate Entrants to advance. Finalists must continue to comply with all terms and conditions of these Rules, and winning is contingent upon fulfilling all requirements. The Team Leaders of Entrants reaching

the finals may be required to sign and return to the Organizers, within three (3) calendar days of being contacted by the Organizers, an Affidavit of Eligibility (in a form provided by the Organizers), and liability/publicity release (except where prohibited) in order to claim a prize on behalf of such Team Leader's team, if applicable. Failure to sign and return the Affidavit of Eligibility and liability/publicity release within the required time period (if applicable), may cause forfeiture of any prize.

- D. By entering the Contest, Entrants acknowledge and agree that any monetary prizes or other compensation due shall be made only in a single payment to the Entrant or person designated the Team Leader on the contact information sheet required to accompany the submission of the written business plan. Upon such payment, the Organizers shall not have any further liability or responsibility to any such team or its constituent members in connection therewith, and each Entrant waives any claim it may have against the Organizers related to such payment to the Entrant or Team Leader.
- Entrants must enter the Contest online by following directions on the Contest home page located at the Site (http://messhalldc.com/launchpad/), completing the online entry form, submitting a complete Business Plan with Executive Summary and all supporting documents on or before 11:59pm EST, May 11, 2015 and pay the \$50.00 registration fee (non-refundable). Your on-line submission shall be evidence of your express acceptance of the Rules. Only appropriately submitted online entries will be accepted; no mail-in or other entries will be considered. Late submissions will be deemed ineligible and will not be evaluated.
- F. The Organizers are not responsible for lost, late, invalid, unintelligible, misdirected or entries incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at the Organizers servers or elsewhere. The Organizers further reserve the right to cancel, terminate or modify any entry not capable of completion as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort. In the event of a dispute as to any entry, the authorized account holder of the email address used to register will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder. The Organizers reserve the right to contact Entrants and all other individuals whose email address is submitted as part of this promotion.
- 4. **PRIZES**. Prizes are non-transferable. No cash alternative to any prizes will be offered. Prizes are conditional upon these Rules and are subject to change without notice.

The Organizers or their respective agent(s) will provide instruction on how to collect all prizes. It is the sole responsibility of the winning Entrant ("Winner") to coordinate collection of Prizes from the Sponsor. In the event that a Prize becomes unavailable, the Organizers or the Sponsor will make an effort to substitute a prize of equal value, but will not be held responsible if Prize(s) cannot be fulfilled.

All taxes are the sole responsibility of the Winner. Expenses not specifically stated in any/all prize packages outlined above are the sole responsibility of the Winner. The documents offering the eligible Winner the prize will be delivered by email or courier service as determined by the Organizers.

The Organizers will issue a federal 1099 form for the Entrant or Team Leader of the winning team. The Entrant or Team Leader of each winning team must complete and submit a W-9 form (Request for Taxpayer Identification Number and Certification) to the Organizers as a condition of payment. The Organizers shall pay the entire team prize to the Entrant or Team Leader for distribution to team members. Each team member shall be deemed to release the Organizers from any liability for such payment and the Entrant or Team Leader agrees to indemnify and hold the Organizers harmless from any claims related thereto.

The opportunity is conditional upon and prior to collecting any Prizes, Winner must show proof of:

- Registration as a legal entity in DC, MD or VA.
- Liability Insurance Coverage \$1,000,000 / \$2,000,000 reasonably acceptable to the Organizers and list Mess Hall, Bullard Street LLC and EDENS as Additionally Insured.
- Food Handler's License in the District of Columbia
- Business License in the District of Columbia
- Registration of Business License in the District of Columbia (in order to pay sales tax)

Prizes include: At least a 6 month opportunity to launch a dream culinary concept using a built out space at Union Market pursuant to an agreement in a form provided by Edens (and subject to the terms and conditions set forth therein), a free Mess Hall membership, mentorship from Ris Lacoste and her associates, opportunity for a "Pop Up" at RIS Restaurant located at 2275 L Street, NW in Washington, DC, luncheon organized with potential restaurant investors at RIS Restaurant, and several other unique prizes and opportunities courtesy of our event Sponsors. Sponsors may elect, in their sole discretion, to subsidize a portion of the rent payable with respect to space at Union Market. Any violation of these Rules may result in immediate revocation of any or all of the prizes in the sole and absolute discretion of the Organizers.

Mess Hall - The Winner will receive a standard 3-month "Unlimited Membership" for Mess Hall ("Membership"). Membership includes access to 3 Membership Kitchens; 1 reserved dry storage shelf; 1 reserved equipment shelf; 1 reserved refrigerator or freezer shelf; nomad office access; 1 assigned personal locker; secure key fob access; unlimited access to Membership Socials; and the ability to work in teams of 2. Winner will also have access to Mess Hall's Event Space and Demonstration kitchen for two (2) dates acceptable to Mess Hall for the purposes of Pop Up(s), event(s), or other pertinent marketing endeavors. Based on availability, some restrictions may apply. After the initial 3 months, the Membership may be renewed at the then current market rate. Throughout the term of the Membership, the Winner may elect to rent additional storage space and/or other a la carte amenities at Winner's sole expense. Membership may commence as early as July 20, 2015, but no later than September 20, 2015. The Membership will be documented via Mess Hall DC's standard Membership Agreement and is subject to those terms ("Membership Terms"). Prior to Membership commencement, the Winner may be required to provide a refundable Security Deposit guaranteeing the obligations of the Membership and held by Mess Hall for the entire Membership Term. Violation of the Membership Terms may result in the revocation of Membership and the surrender of any Prizes not yet collected in the sole and absolute discretion of the Organizers.

5. **DISQUALIFICATION**. Entrants will be disqualified if the business plan is longer than the maximum page length; the entrant knowingly attempts to contravene the eligibility requirements, including the creation of multiple email addresses for the purpose of submissions; the business plan contravenes copyright laws, or good taste as determined by the Organizers in their sole

discretion; the applicant is not 21 years of age or older as of April 16, 2015 (valid state issued driver's license or passport shall be submitted as proof of age); the Entrant or submitting party is not the author of the business plan; the Entrant is not a United States resident; or the Entrant fails to complete or accept, as applicable, any required documents.

6. **ENTRY CONDITIONS AND RELEASE.** By entering the Contest, each Entrant agrees to:

- a. comply with and be bound by these Rules (including, without limitation, the terms and conditions of Paragraph 14 [Contest Idea Submission Terms] hereof), and the decisions of the Organizers and/or the Contest judges which are binding and final in all matters relating to this Contest;
- b. If selected, attend and participate in events, rehearsals and/or meetings affiliated with the Launch Pad Contest, including, without limitation, the following (dates subject to change): (a) Finale on July 12, 2015 (see details below); (b) interviews and press conferences upon request, (c) a contestant-hosted chef event for Press and Sponsors at Mess Hall or RIS.
- c. release and hold harmless the Organizers and their parent, subsidiary, and affiliated companies, and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of prize and/or the broadcast, exploitation or use of entry; and
- d. indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an Entrant's participation in the Contest and/or Entrant's acceptance, use or misuse of prize.
- 7. **LIMITATIONS OF LIABILITY.** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest the processing of entries; or (5) any injury or damage to persons or property which 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. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Contest, provided that if it is not possible to award another entry due to discontinuance of the Contest, or any part of it, for any reason, the Organizers, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein.

- 8. **GENERAL CONDITIONS.** The Organizers reserve the right to cancel, suspend and/or modify the Contest or any part of it, for any reason or if any fraud, technical failures or any other factor beyond the Organizers reasonable control occurs. The Organizers further reserve the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Organizers reserve the right to seek damages from any such person to the fullest extent permitted by law. The Organizers failure to enforce any term of these Rules shall not constitute a waiver of that provision.
- 9. **LICENSE GRANTED.** All Entrants hereby grant Organizers a non-exclusive right to broadcast, store, promote, reproduce, distribute, syndicate, and otherwise use and/or exhibit the applicant's submission (along with their names, voices, performance and/or likeness) in all media now known or later coming into being for purposes of trade or advertising without further compensation. All Entrants warrant and represent that he/she/it has full legal right, power and authority to grant Organizers the foregoing license and, if applicable, has secured all necessary rights from any participants in, and contributors to, his/her/its submission to grant such license. Notwithstanding the foregoing, the Organizers will use commercially reasonable efforts to maintain the confidentiality of each Entrant's advertising/marketing plan, operations plan, and pro forma financial projections, it being expressly acknowledged and agreed that the Organizers may discuss and disclose such information among themselves and with their respective agents, employees and representatives.
- 10. **DISPUTES.** Each Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, other than those concerning the administration of the Contest or the determination of Winner, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by a court of competent jurisdiction in the District of Columbia; (iii) 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; and (iv) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ALL ENTRANTS HEREBY WAIVE ALL RIGHTS TO CLAIM PUNITIVE. INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the entrant and the Organizers in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the District of Columbia, without giving effect to any choice of law or conflict of law rules (whether of the District of Columbia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the District of Columbia.

11. **CONTEST IDEA SUBMISSION TERMS**. By electing to participate in the Contest and submitting materials to the Organizers via the Site (and without the requirement of any other affirmative action), in addition to the acknowledgement and acceptance of the Rules, each Entrant accepts and agrees to the terms and conditions set forth below.

A. CONCEPTION BY THE ORGANIZERS.

The Organizers have many ideas of their own, some of which may be similar to an Entrant's ideas, feedback, suggestions and concepts (collectively, "Ideas"). The Organizers hereby reserve all rights to develop any Ideas conceived independently, either alone or with a third party, regardless of whether such any Ideas are similar or dissimilar to any other Ideas discussed with and/or submitted by an Entrant, and each Entrant agrees to waive any claim that the Organizers hereafter misappropriated any Ideas submitted in whole or in part. In no event shall the Organizers have any obligations with respect to information which: (a) is publicly available prior to the time of its disclosure to the Organizers or becomes publicly available thereafter through no wrongful act of the recipient, or (b) was known to the recipient prior to the date of disclosure or becomes known to the recipient thereafter from a third party having an apparent bona fide right to disclose the information, or (c) is disclosed by recipient in accordance with entrant approval, or (d) is disclosed by an Entrant or any member of a team without restriction on further disclosure, or (e) is independently developed by a recipient; or (f) the recipient is obligated to disclose to comply with applicable laws or regulations, or with a court or administrative order.

B. **CONCEPTION BY ENTRANTS**. Each business plan (together with any and all other accompanying Materials, as defined below) must be the original work of and solely owned by the submitting Entrants and must not infringe the copyright, trademark, trade secret, privacy publicity or other rights of any third party. Each Entrant agrees to defend, indemnify and hold the Organizers harmless from any and all claims, losses, lawsuits, liabilities and expenses arising out of or relating to the business plan submitted in connection with this Contest.

The protection of intellectual property and the rights to the ideas contained in business plans submitted are the ultimate responsibility of each Entrant, and the Organizers are not responsible for any proprietary information and/or intellectual property included in a business plan. Entrants are encouraged to mark strategic and/or financial components of their applications as CONFIDENTIAL and are also advised not to include descriptions of technology in their business plans which would enable the technology described to be duplicated, nor shall Entrants disclose any "patentable" concepts.

The authors of the business plan will retain all rights to the plan regarding its use at all times prior to and following the Contest except as stated below. Due to the nature of the Contest, Organizers will not ask judges, reviewers, staff or the audience to agree to or sign non-disclosure statements for any Entrant.

As all oral presentations and question/answer sessions are open to a live audience, the Finale and other Contest-related events may be photographed, videoed, and/or broadcast to interested persons through media which may include radio, television and the Internet. Any data or information discussed or divulged in public sessions by Entrants should be considered information that will likely enter the public realm, and Entrants should not assume any right of confidentiality in any data or information discussed, divulged or presented in these sessions.

C. **PROPRIETARY RIGHTS**. The Organizers will undertake reasonable efforts to ensure that the entrants' rights to their business plan and proprietary rights are retained and utilized by the Organizers solely for purposes of the Contest; provided, however, the Organizers will not enter into a non-disclosure agreement as a condition of any participation in the Contest, nor as a condition of accepting or reviewing Materials submitted for the Contest.

- D. **REPRESENTATIONS**. By the submission of works of authorship and other materials created or developed and submitted for the Contest (collectively, the "Materials"), each Entrant hereby represents and warrants that:
 - i. No other person, firm or corporation has any right, title or interest therein or thereto:
- ii. Neither the Materials nor the Organizer's review or use thereof shall violate any personal or property rights of any third party including, but not limited to, rights of <u>droit moral</u>, privacy, publicity, copyright, trademark, or other intellectual property rights, nor shall the Materials or the Organizers' review or use thereof as presented constitute defamation, libel or slander against any third party;
- iii. No other persons have contributed proprietary materials in creating the Materials, nor do any other persons have any rights in such Materials inconsistent herewith; and
 - iv. Each Entrant is at least 21 years of age and free to enter into this Agreement.
 - E. **NO OBLIGATION**. Any submission to the Organizers is made with the understanding that the Organizers shall give it such consideration as it merits in the Organizers' sole and absolute judgment. The Organizers assume no obligation to evaluate the submission except as agreed in these Rules. The Organizers are under no obligation to reveal either its actions in connection with the submitted idea and Materials or any information regarding its activities in either the general or specific field to which the submitted idea and Materials pertain.
 - F. **NO COMPENSATION**. No consideration shall be payable and no agreement for compensation shall be implied from the Organizers consideration or review of an Entrant's idea or Materials or from any actions that the Organizers hereafter may take which may in whole or in part arise from or be based upon such consideration or review absent a separate agreement.
 - G. MISCELLANEOUS. These Rules shall be construed under and interpreted in accordance with the laws of the District of Columbia applicable to contracts made and performed entirely within such jurisdiction. Jurisdiction and venue of all matters relating to these Rules shall be vested exclusively in the federal, state and local courts situated the District of Columbia, and the parties agree that any controversy or claim arising out of or relating to these Rules, or the breach thereof, shall be settled by such courts absent mutual agreement of the parties as to an alternative dispute resolution. Entrants expressly agree to execute any agreement provided by the Organizers by electronic means in accordance with the Uniform Electronic Transaction Act as adopted in the District of Columbia and the federal Electronic Signatures In Global and National Commerce Act (ESIGN) if requested by the Organizers.
 - H. **PUBLICITY**. Except where expressly prohibited, participation in the Contest constitutes each Entrant's consent to the Organizers' and its agents' use of any Entrant's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration or any right of approval over any such uses.
- 12. **SPONSOR CONTACT INFORMATION**. The lead sponsor of this Contest is Mess Hall, [703 Edgewood Street, NE, Washington, DC 20017], (http://messhalldc.com/launchpad/). Sponsors of The Launch Pad Contest may request certain basic information about Entrants. Organizers may elect to release Basic Information including the Executive Summary to select trusted Sponsors in their respective sole discretion.

13. **INTELLECTUAL PROPERTY**. Please note that the Contest's Rules and agreements regarding the intellectual property rights of Entrants and the Organizers contained above are summarized on the <u>Intellectual Property Summary</u>. All Entrants are strongly encouraged to fully review this before entering the Contest.