

## ***In Vitro* Meat Production—Contest Rules**

### **Summary**

People for the Ethical Treatment of Animals (PETA) aims with this contest to encourage the development and offering for sale of *in vitro* chicken meat in commercially significant quantities. A prize of \$1,000,000 is offered to the first successful individual, group, or company to do so.

To receive the \$1 million prize, the successful candidate must be the first to do both of the following:

- a) Produce an *in vitro* chicken-meat product that has a taste and texture indistinguishable from real chicken flesh to non-meat-eaters and meat-eaters alike
- b) Manufacture the approved product in large enough quantities to be sold commercially, and successfully sell it at a competitive price in at least 10 U.S. states

### **1. Contest Definitions**

**1.1. Commercial Sales Minimum:** The quantity of successful sales will be judged according to the amount of product purchased by retail customers through Food Retailers. Retail customers must purchase 2,000 lbs. of the *in vitro* chicken-meat product in total from Food Retailers in no fewer than 10 states over a period of three consecutive months, with no less than the following:

- 100 lbs. of the product sold in each state
- 20 percent of total nationwide final sales occurring in each of those months

**1.2. Comparable Market Price:** the average price—assessed at the date of the applicable contract of sale—of boneless chicken breast offered for sale in the same state. PETA will establish such averages based on U.S. Department of Agriculture (USDA) public documents.

**1.3. Contest Liaison:** The contact for all submission and queries is:

Senior Projects Coordinator  
Vegan Department  
PETA  
501 Front St.  
Norfolk VA 23510  
USA

[VegInfo@peta.org](mailto:VegInfo@peta.org)

- 1.4. Evaluation Deadline:** the date by which entrants must provide the Contest Liaison with any products for evaluation by the Judging Panel is June 30, 2012.
- 1.5. Evaluation Criteria:** To determine the Evaluation Score of each entry, the PETA Judging Panel will consider the following two criteria:
- How closely each entry mimics the taste and texture of chicken flesh
  - Palatability
- 1.6. Evaluation Score:** the score out of 10 (0 denoting an unpalatable entry that tastes nothing like chicken flesh, 5 denoting a tolerably palatable entry that tastes somewhat like chicken flesh, and 10 denoting a delicious entry that is indistinguishable from chicken flesh) that each member of the PETA Judging Panel will provide as an assessment of contest entries based on the Evaluation Criteria.
- 1.7. Focus Group:** a panel of 10 meat-eating individuals sourced from a professional focus group services provider. The provider will be selected at PETA's sole and absolute discretion.
- 1.8. Food Retailer:** a market, grocery-store, or restaurant chain with at least five franchise or outlet locations in the applicable state.
- 1.9. Passing Grade:** a minimum combined score of 80 from the totaled Evaluation Scores provided by each member of the PETA Judging Panel.
- 1.10. PETA Judging Panel:** a panel of 10 individuals appointed by PETA. The individuals will be employees of PETA and/or its affiliates and will be selected at PETA's sole and absolute discretion.
- 1.11. Preparation Method:** Prior to its evaluation by both the PETA Judging Panel and the Focus Group, each entry will be prepared by a member of the PETA Judging Panel following the fried "chicken" recipe found at <http://vegcooking.com/recipeshow.asp?RequestID=478&Search=fried+chicken>.
- 1.12. Prize:** One million U.S. dollars (\$1,000,000).
- 1.13. Proof of Sales Deadline:** The date by which entrants must provide the Contest Liaison with all documentation supporting proof of achieving the Commercial Sales Minimum is February 28, 2016.

## 2. Contest Entry and Criteria

### a) Judging Criteria (Evaluation by the PETA Judging Panel)

To be considered for the Prize, entries must first obtain a Passing Grade from the PETA Judging Panel.

All entries delivered to the Contest Liaison by the Evaluation Deadline will be submitted to the PETA Judging Panel for evaluation.

Prior to submitting entries, entrants must ensure that they have met any and all applicable USDA and/or Food and Drug Administration (FDA) standards and protocols that may govern the production of the *in vitro* chicken-meat product. Proof that all such requirements have been satisfied must accompany the entry.

Each entry will be prepared in accordance with the Preparation Method and assessed in accordance with the Evaluation Criteria.

The PETA Judging Panel will provide each entrant with the Evaluation Scores determined by its members within 30 business days of the product's delivery to PETA.

Each member of the PETA Judging Panel will formulate his or her Evaluation Score in his or her sole and absolute discretion. Decisions by the PETA Judging Panel are final.

**b) Judging Criteria (Evaluation by the Focus Group)**

Once an entrant's product has obtained a Passing Grade from the PETA Judging Panel, it will be submitted to the Focus Group for assessment.

If, in the sole and absolute discretion of the Focus Group, the collective view is that the entrant's product is indistinguishable from real chicken flesh, entrants may proceed to the commercial production and sale stage of the contest.

The Focus Group will provide each entrant with its assessment within 30 business days of the PETA Judging Panel's release of its evaluation of the product.

**c) Judging Criteria (Production and Sale of the Approved Product)**

Entrants whose products have met the requirements of both the PETA Judging Panel and the Focus Group must, by the Proof of Sales Deadline, provide the Contest Liaison with documentation establishing that they have satisfied the Commercial Sales Minimum at a Comparable Market Price.

Entrants must also supply PETA with proof that they have satisfied any and all applicable requirements set by the USDA, FDA, and/or local food codes governing the disclosure of information and manufacturing, labeling, and sale for consumption of the product.

PETA warrants that it will keep the details of all sales contracts and retail sales figures provided to it—and all other documentation related to establishing that the Commercial Sales Minimum has been met—confidential.

### **3. Winning Entry and Tiebreakers**

The first entrant to provide to PETA on or before the Proof of Sales Deadline adequate proof that the entrant has met the Commercial Sales Minimum at a Comparable Market Price will be awarded the Prize.

If more than one entrant provides such satisfactory documentation to PETA on the same day, the entrant who obtained the higher Passing Grade will be awarded the Prize.

In the event that this higher Passing Grade was obtained by more than one entrant who provided satisfactory documentation on the same day, the Prize shall be split evenly between these entrants.

### **4. Disclosure, Confidentiality, and Intellectual Property**

#### **a) Treatment of Intellectual Property and Publicity Rights**

While the proprietary interests in the components and processes used to formulate any *in vitro* chicken-meat product offered for entry in this contest remain with the respective entrants, entrants acknowledge and agree as a condition of entry to the following:

- Entrants must disclose to PETA the composite ingredients of their product and the detailed method of production.  
Where PETA is required by law to disclose the above information to regulatory authorities, it may do so without the prior consent of the entrant.  
PETA may use any and all photographs, images, text, and other content or information provided to it by entrants that do not reveal entrants' trade secrets (Promotional Materials) for the purposes of publicity and education. The Promotional Materials become the property of PETA, and PETA is under no obligation to return them to entrants.  
PETA reserves the right to condition the award of prizes upon the execution by the winner(s) of a publicity release. Notwithstanding this reserved right, entry is conclusively deemed to be permission by the entrants to use each entrant's name and likeness (without compensation of any kind to the entrants) to publicize the contest and otherwise, as determined by PETA and unless prohibited by law.

#### **b) Warranties**

Entrants represent and warrant the following:

- Any content or information submitted to PETA does not infringe on any patent, copyright, or trademark or any other right of any third party.
- Neither the product submitted for entry nor products developed as a means to finalize the entry (including any cell-growth medium used) contain or were produced using animal-derived products, except for starter cells obtained in the initial development stages.
- At no stage of the development of the product was voluntary animal testing employed.

## **5. Release and Indemnity**

Entrants agree to hold PETA harmless from and against—and hereby waive any right to pursue—any claims of any nature arising in connection with this contest and PETA’s use of the content or information submitted to PETA by entrants during the contest.

PETA is not liable for any loss arising out of or in connection with the promotion of this contest. Entrants acknowledge that any resources invested in or devoted to the development of the *in vitro* chicken-meat product are invested or devoted entirely at the entrants’ discretion.

Entrants acknowledge that there is a risk that, if their product is offered for sale by Food Retailers and proves to be commercially unviable, Food Retailers may return the unsold stocks of the product to the entrants and entrants will assume all financial liabilities in that circumstance.

## **6. Legal Prohibitions and Restrictions**

This contest and its terms are void where prohibited by law.

PETA reserves the right to terminate the contest at any time without prior notice.

PETA reserves the right to alter any contest rules at any time, including without limitation the right to extend the contest deadlines at any time.

By entering a contest, entrants acknowledge that they accept and agree to be bound by these contest rules.

PETA reserves the right to require the winner to execute an affidavit of eligibility as a sworn document and provide other proof of eligibility as a condition of receipt of the prize or award.