

Capital and Catalyst Grant presented by Spearhead Global and the Enthuse Foundation

Capital and Catalyst Grant ("Contest") is sponsored by the Enthuse Foundation ("Sponsor"), a New York non-profit organization and Spearhead Global (Corporate Donor)

PLEASE READ THESE OFFICIAL RULES CAREFULLY AS THEY CONTAIN VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS AS AN ENTRANT INTO THIS CONTEST. BY ENTERING INTO THIS CONTEST, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES.

1. CONTEST PERIOD: The Contest entry period begins on June 23, 2025 at 12:00AM Eastern Time ("EST") and ends on July 28, 2025 11:59pm EST. ("Entry Period"). The judging period begins on July 29, 2025 and ends on August 18, 2025. The Entry Period and the Judging Period are collectively referred to as the "Contest Period." Sponsor's computer is the official clock of the Contest.

2. ELIGIBILITY: To be eligible to enter this Contest;

- You must be at least eighteen (18) years of age or older
- You must be a founder of a food or beverage business founded by a woman that is headquartered, located, and doing business within any of the fifty (50) United States and/or the District of Columbia at the time of entry (hereinafter referred to as "you", "your", or your "Company").
- You may enter the Contest only on behalf of your Company, and not for yourself in an individual capacity. You must be authorized by your Company to enter this Contest on its behalf.
- At least 51% of your business must be owned by women
- Your Company must have a minimum of \$500,000 worth of lifetime sales (pre-revenue startups are not eligible)
- Your Company must have been in business for more than two years (any company founded after January 1, 2023 will not qualify).
- You must be willing to take on investors in the next two years.
- You must be willing to participate in a due diligence meeting with Heather Fritzsche, Co-Founder and CEO of Spearhead Global and share financial information.
- You must attend the VIRTUAL pitch on September 11, 2025 (if selected as a finalist).
- If selected as a finalist, you must send 2 product samples (for judges, co-founder, and raffle prize) to Enthuse Foundation (address to be sent upon notification) by September 2, 2025.
- Employees of Sponsor and Corporate Donor, the **Enthuse Foundation, Enthuse Marketing, Spearhead Global** and their respective parent companies, subsidiaries and affiliates, distributors, and companies involved in the implementation and execution of the Contest ("Contest Entities") and each of their respective immediate family members (i.e., spouse, parent, child, sibling and the "steps" of each) and persons living in the same household of each are not eligible to participate in the Contest. Void where prohibited or restricted by law. By participating in this Contest, you agree, on behalf of your Company, to be bound by these Official Rules and that the decisions of the Sponsor shall be final and binding in all matters pertaining to the Contest. You may be required to provide proof of identification and eligibility as required by Sponsor.

- You must not have a preexisting relationship with any judges or financial contributors of the Pitch Competition. If preexisting relationship exists, you must disclose nature of interactions prior to the deadline on July 28.

3. HOW TO ENTER THE CONTEST: During the Entry Period, you may visit the Sponsor's website, located at www.enthussefoundation.org ("Site"), and complete a "Contest Entry Form," which will include your full name, email address and position at Company, your Company's name, address, and website, as well as specific information about your Company, including your Company's packaging strategy, target audience, and its biggest business challenge. You must also indicate on the Contest Entry Form that you have read and agree to these Official Rules. The Contest Entry Form and any additional information will be referred to herein as "Entry." By submitting an Entry, you agree that your Entry conforms to the Entry Guidelines and Restrictions set forth in Section 6 of these Official Rules ("Entry Requirements").

4. OWNERSHIP OF ENTRY: Each Entry will become the sole and exclusive property of the Sponsor, and receipt of Entries will not be acknowledged or returned. You hereby acknowledge that you do not reserve any rights in or to your Entry. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled Entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed Entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

5. ENTRY LIMIT: You may submit only one (1) Entry during the Entry Period. If you attempt to use multiple identities or submit multiple Entries, you may be disqualified at Sponsor's sole discretion. Your Company may be represented by only one (1) Entry during the Entry Period. If multiple Entries are submitted by different individuals on behalf of the same Company, only the first Entry submitted for such Company will be entered. All subsequent Entries for the same Company will be disqualified.

6. ENTRY GUIDELINES AND RESTRICTIONS: Your Entry must comply with the following guidelines and restrictions:

- Must be submitted during the Entry Period;
- Must be in English, except for commonly understood foreign words;
- Must follow the instructions and comply with these Official Rules;
- Must be original and created solely by you, and may not be plagiarized;
- Must be truthful and accurate;
- Must not contain material that violates or infringes upon any rights of any other party, including, but not limited to, copyright, trademark, privacy, publicity, or any other intellectual property rights;
- Entry must not in any way disparage Sponsor, Contest Entities, or any other person or party;
- Entry must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, or libelous;
- Entry must not contain material that promotes bigotry, racism, hatred, or harm against any group or individual, or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age;
- Entry must not promote illegal drugs or firearms, or the use of any of the foregoing, or any activities that may appear unsafe or dangerous, and must not promote any particular political agenda or message; and

- Entry must not contain material that is unlawful, in violation of, or contrary to the laws or regulations of the United States, or of the City and the State of New York.

NOTE: By submitting an Entry, you agree that your Entry conforms to the Entry Requirements set forth above and that Sponsor may, at its sole and absolute discretion, disqualify you from the Contest if Sponsor decides in its sole and discretion that your Entry fails to conform to such requirements or any other provision of these Official Rules.

8. ACKNOWLEDGEMENT: You acknowledge that other entrants may have used ideas and/or concepts in their Entries that may be similar in idea or concept to what is included in your Entry. You understand and agree that you shall not have any claim against any other entrant or Sponsor arising out any such similarity or be entitled to any compensation from Sponsor because of any such similarity.

9. SPONSOR'S RIGHTS: Sponsor reserves the right but does not have an obligation to monitor and/or review all Entries. Sponsor is not responsible for any information in the Entries; however, Sponsor reserves the right at all times to disclose any information as necessary to satisfy any law, regulation, or government request to edit, refuse to allow Entry, remove Entries, or deny Prize in whole or in part that Sponsor finds in its sole discretion are objectionable or in violation of these Official Rules. Sponsor's decisions are final and binding in all matters relating to this Contest, including, but not limited to, interpretation and application of these Official Rules. By entering the Contest, you fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

10. JUDGING PERIOD/SELECTION OF FINALISTS/PITCH COMPETITION/SELECTION OF THE GRAND PRIZE WINNER: During the Judging Period, all eligible Entries received during the Entry Period will be judged based on the following equally weighted judging criteria which will be given a score between 1 -5 by the selection committee, (collectively, "Judging Criteria"): (i) product viability and longevity, (ii) proven impact of funds and mentorship of sponsor, (iii) strength of founding team, (iv) longtime investment opportunity, and (v) incorporation of sustainability and giving back in the business.

The five (5) highest scoring Entries based on the Judging Criteria will be deemed the Semi Finalists ("Semi Finalists") and will be asked to participate in a due diligence call with sponsor co-founder Heather Fritzsche between August 21 – August 27, 2025 ("Due Diligence"). Based on those conversations, Heather will invite three companies ("Finalists") to pitch all of Spearhead Global during an internal Pitch Competition on September 11, 2025. Final winner will be notified by September 16, 2025. The Company associated with any Prize shall be considered a potential winner pending verification of eligibility and compliance with these Official Rules. Decisions of the Sponsor are final and binding.

11. NOTIFICATION: If your Entry is selected to be a Finalist, you will be notified by the Sponsor via email at the email address submitted during registration, on or before August 8, and you may be required to sign and return, where legal, an Affidavit or Declaration of Eligibility, Liability/Publicity Release and/or rights transfer document, on behalf of yourself and your Company, within **24 hours of notification**.

- **IF YOUR ENTRY IS SELECTED TO BE A FINALIST, YOU MUST SUBMIT ARTICLES OF INCORPORATION AND 2024 TAX RETURNS FOR YOUR COMPANY TO CONFIRM OWNERSHIP AND REVENUE REQUIREMENTS.**

- YOU MUST SCHEDULE A DUE DILIGENCE CALL WITH CORPORATE DONOR AND PROVIDE REQUESTED DOCUMENTATION INCLUDING A PROFITS AND LOSS STATEMENT FROM 2025, 2024, and 2023.
- **FINALISTS MUST APPEAR VIRTUALLY TO PARTICIPATE IN AN INTERNAL PITCH COMPETITION FOR SPEARHEAD GLOBAL EMPLOYEES ON SEPTEMBER 11, 2025. FAILURE TO APPEAR AT OR AGREE TO APPEAR AT THE PITCH COMPETITION IN ACCORDANCE WITH THESE OFFICIAL RULES WILL RESULT IN FORFEITURE OF FINALIST POSITION.**
- Emergencies (including COVID-19 diagnosis) will be handled on a case-by-case basis. Sponsor reserves the right to disqualify a participant should they not be able to participate. Please contact Rachel Robins (rrobins@enthusefoundation.org) with any questions or concerns.
- If your Entry is selected to be a Semi Finalist or Finalist but you cannot be **contacted via e-mail or phone call within 24 hours of notification, if any notification is returned as undeliverable, if you or your Company reject the Finalist position or Prize, you refuse to provide or meet with Heather for due diligence or refuse to appear at the Internal Pitch Event, or in the event of noncompliance with these Official Rules, then the Semi Finalist or Finalist position or the Prize (as applicable) will be forfeited and may be awarded to the Entry with the next highest score based on Judging Criteria.** Upon Prize forfeiture, no compensation will be given.
- If your Entry is selected as a Finalist or if your Entry is selected as either the Grand Prize, your Company are subject to verification of eligibility and compliance with these Official Rules. Neither Sponsor nor any Contest Entities shall be held responsible for any delays in providing any Prize components for any reason. Prize is not transferable. The Prize will only be provided to a verified winner.

12. ENTRY, SEMI-FINALIST AND FINALIST OBLIGATIONS: BY ENTERING INTO THIS CONTEST, YOU AGREE THAT IF YOU ARE SELECTED TO BE ONE OF THE SEMI FINALISTS YOU WILL MEET WITH SPONSOR CO-FOUNDER HEATHER FRITZCHE AND PRODUCE REQUESTED DOCUMENTS INCLUDING PROFITS AND LOSS STATEMENTS, THREE FINALISTS SELECTED BY SPONSOR IN ACCORDANCE WITH SECTION 10 OF THESE OFFICIAL RULES, YOU MUST ATTEND THE VIRTUAL PITCH EVENT ON SEPTEMBER 11, 2025.

13. PRIZE AND APPROXIMATE RETAIL VALUE (“ARV”):

A. Grand Prize (1): ARV of the entire Grand Prize: \$50,000 Grand Prize includes:

i) \$40,000 no strings attached cash award

ii) Mentor and Support services from Spearhead Global (**ARV: \$10,000**) The Grand Prize winning Company will receive \$10,000 worth of professional services (the “Administrative Services Prize”) and mentoring by Spearhead Global, pursuant to the conditions set forth herein. In order to utilize the Administrative Services Prize, the winning Company must enter into a contract for services with Spearhead Global **within one (1) week following acceptance of the Prize.** The winning Company and Spearhead Global must mutually agree to a discrete scope of work to include strategic business services such as: packaging strategy, review of finance operations, scaling business operations, etc. The winner must meet with Spearhead Group as part of the agreement of winning the prize. ARV: The total approximate retail value of the Administrative Services Prize is \$10,000.

14. Prize Conditions: At the discretion of the sponsor and corporate donor will more than one Grand Prize be awarded (at a different price point if determined). If, for any reason, more than one Prize notification is sent (or more than one (1) claim is received). The right to receive the Prize is non-assignable, non-transferable, and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor who reserves the right to substitute a prize of equal or greater value in case of force majeure or unavailability of the Prize. No substitutions, cash equivalents, or transfers of a Prize will be permitted by the winning Company. Neither Sponsor nor any Contest Entities shall be responsible for any inability of the winning Company to accept or use any portion of the Prize for any reason. All other costs and expenses not expressly set forth herein shall be solely the winning Company's responsibility.

15. COMMUNICATION CONSENT: By entering into this Contest, you consent to receiving communications from Sponsor, Corporate Donor, and Contest Entities during the Entry Period and beyond which shall include emails, text messages, calls, marketing, advertisements, updates to any Services, and any other relevant information. You may opt out of these communications by contacting Sponsor by email.

16. HOLD HARMLESS: By entering into this Contest, you agree to release and hold harmless Sponsor, Corporate Donor, and the Contest Entities 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, travel to, or participation in Contest, or possession, acceptance and/or use or misuse of Prize (if any) or participation in any Contest-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action. Any Entry that does not comply with these Official Rules or that otherwise contains prohibited or inappropriate content as determined by Sponsor, in its sole and absolute discretion, will be disqualified, and if posted on websites and/or platforms related to this Contest, will be removed therefrom.

17. TAX OBLIGATIONS: The winning Company will be issued appropriate IRS forms for tax purposes reflecting the amount of the ARV Prize and must submit its Tax ID Number/EIN, as required by law. All federal, state and local taxes imposed on the acceptance of the Prize are solely the responsibility of the winning Company.

18. LIMITATION OF LIABILITY: By participating in this Contest, you agree that Sponsor, Corporate Donor, and any Contest Entities, and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable email notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, Internet service provider or website accessibility, availability, or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or inaccurate capture of Contest-related information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any tampering, hacking or by any of the equipment or programming associated with or utilized in the Contest and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any Contest-related website(s). Released Parties are not responsible for any injury or damage, whether personal or property, to you or any other person or entity, related to or resulting from

participating in the Contest and/or accepting a Prize. Released Parties shall not be responsible or liable for Entries entered by any automated computer, program, mechanism or device; for any Entries in excess of the stated limit; or for Entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such Entries will, at Sponsor's sole discretion, be disqualified.

19. TERMINATION: If for any reason, Sponsor or Corporate Donor believes the Contest is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of the winner in a manner it deems fair and reasonable, including the judging of all Entries received prior to any such cancelation, termination, or modification, as set forth in Section 10 of these Official Rules. Notice of such cancelation, termination, or modification of the Contest shall be posted at the Site, and on any other Contest-related website. This Contest is subject to all federal, state, and local laws and regulations.

20. BINDING RULES: By entering the Contest, you agree: (A) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Corporate Donor which shall be binding and final; (B) to waive any rights to claim ambiguity with respect to these Official Rules; (C) to waive all of your rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest; and (D) forever and irrevocably, to release, defend, indemnify and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (i) the Contest, including, but not limited to, any Contest-related activity or element thereof, as well as your Entry and/or your participation or inability to participate in the Contest; (ii) the violation of any third-party privacy, personal, publicity or proprietary rights; (iii) typographical or printing errors in these Official Rules or any Contest materials; (iv) acceptance, receipt, delivery of, possession, defects in, use, nonuse, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof); (v) change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including, but not limited to, acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules; (vi) any interruptions in or postponement, cancellation or modification of the Contest; (vii) human error; (ix) incorrect or inaccurate transcription, receipt or transmission of an Entry; (x) any technical malfunctions or unavailability of any social media platform or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by you; and (xi) interruption or inability to access any other Contest-related websites or any online service via the Internet due to hardware or software compatibility problems.

21. DAMAGES. IN NO EVENT SHALL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, NOR SHALL THE RELEASED PARTIES BE SUBJECT TO ANY ACTION SEEKING TO RESCIND THE RIGHTS GRANTED HEREIN OR SEEKING INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING PRIZE COMPONENTS, ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

22. DISPUTES: THIS CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE LOCATED IN THE CITY OF NEW YORK, NEW YORK. You agree that the rights and obligations of any entrant, Contest Entities, and/or any other party shall be resolved individually, without resort to any form of class action. If the controversy or claim is not otherwise resolved through direct discussions or mediation, it shall then be resolved by final and binding arbitration administered by the American Arbitration Association in accordance with its arbitration rules and procedures or subsequent versions thereof (“AAA Rules”). The AAA Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be experienced and licensed to practice law in New York. Any demand for arbitration must be filed within one (1) year of the time the cause of action occurred, or the cause of action shall be forever barred. All proceedings brought pursuant to this paragraph will be conducted in the City of New York, New York.

23. PRIVACY POLICY: Any personally identifiable information collected during your participation in the Contest will be collected by Sponsor, Corporate Donor, or designee and used by Sponsor, its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules.

24. PUBLICITY RIGHTS: By participating in the Contest and/or accepting the Prize, you agree to allow Sponsor, Corporate Donor, Contest Entities, and/or their designees the perpetual right to use your name, biographical information, recorded performance, photos, likeness, voice, and statements, as well as the name, location, logo, and general information (such as mission statement) of your Company, for purposes relating to the Contest and other lawful trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, worldwide, including but not limited to on the Internet or social media, without notice, review or approval and without additional compensation except where prohibited by law. Propriety and confidential information should be disclosed ahead of time and will not be shared publicly (only investment information will be presented to accredited investors).

25. GENERAL: Any attempted form of participation in this Contest other than as described herein is void. If it is discovered or suspected at Sponsor’s sole discretion that you have entered or attempted to enter more than once using multiple email addresses, multiple identities, or like methods, all such Entries will be declared null and void, and you may be ineligible to win the Prize. Also, if it is discovered that you attempt to receive additional Entries in excess of the stated limitation, you will, at Sponsor’s sole discretion, be disqualified from the Contest. In the event of a dispute as to the identity of a winner, the winning Entry will be declared to be made by the Company name listed on the Contest Entry Form. Sponsor reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Contest. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE**

CONTEST OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of any conflict with any Contest details contained in these Official Rules, and Contest details contained in any Contest promotional materials, the details of the Contest as set forth in these Official Rules shall prevail.

26. WINNER LIST: Sponsor will post the name of the winning company on our owned media channels by **September 16, 2025.**

27. APPLICATION FEEDBACK: Unfortunately, individual feedback on applications cannot be given for this contest. Those interested in learning more can attend an Enthuse Foundation office hour session.

28. TESTIMONIALS: We encourage all applicants and finalists to share how the program benefited them and offer feedback for future events. Feel free to submit comments, quotes, and updates directly to Rachel Robins at rrobins@enthusefoundation.org.