

Welcome to the Product of the Year USA Official Rules. The document below is a legally binding contract. Please familiarize yourself with each of its terms and conditions. Clicking the “submit” button below will cause you or the entity you represent to be legally bound to these Official Rules. If you do not believe you can accept or comply with each of the terms and conditions set forth below, please do not click the “submit” button.

Last Updated: March 26, 2026

Article 1

1. Definitions. For purposes hereof, the following terms have the meanings indicated:

"Application" - as set out in Section 3.1. "Category

Winner Fee" – as set out in Section 5.3

"Finalist Fee" – as set out in Section 5.2

"Finalists" - as set out in Section 3.4.

"Kantar" – the independent research company: Kantar LLC, having an office at 3 World Trade Center, 175 Greenwich Street, 30th Floor, New York, NY 10007, United States.

"License" - as defined in Section 4.2.

"License End Date" – as defined in Section 4.2.1. "License Period" - as defined in Section 4.2.1.

"License Start Date" - as defined in Section 4.2.1.

"Organizer" - Product of the Year USA, Inc., a Delaware corporation located at 287 Park Avenue South, New York, NY 10010, United States.

"Products" - as defined in Section 2.3 and, in the singular, "Product".

"Program" - the marketing program owned and administered by the Organizer known as the "Voted – Product of the Year" program and as described in these Rules.

"Program Year" - the year referred to in the title of a Program (for example, the Program Year for “Voted – Product of the Year 2027” is 2026.

"Quarter" - each consecutive period of three calendar months, with the first Quarter commencing on the License Start Date, irrespective of the number of days of the first month of the first Quarter.

"Rules" – these Products of the Year terms and conditions set forth herein (Articles 1 through 6 and Schedule 1).

"Signatory" - the individual who signs these Rules electronically by clicking "Submit" in his own capacity or on behalf of another upon whose behalf he is authorized to act.

Official Rules | **Product of the Year USA 2027**

"Trademarks" - the name and logo relating to "Voted – Product of the Year" or either of them as shown on Schedule 1 attached hereto.

"You", "Your" or "Yours" - either the Signatory or, where the Signatory signs these Rules on behalf of another, such other person or entity.

"USA" – as defined in Section 2.2.

Article 2

2.1 Term. By clicking "Submit", You are signing, and consent to signing, these Rules electronically, and You are agreeing to be legally bound by these Rules and that You have created an agreement with the Organizer which will continue until terminated in accordance with Sections 3.6, 5.1 or 5.2.

2.2 Program. The Program is a proprietary, annual marketing program owned and administered by the Organizer which is open, subject to these Rules, to new Products offered for sale and sold in the United States and the District of Columbia ("USA"). These rules are subject to change in Organizer's sole discretion. All changes to these rules will be publicly posted on Organizer's website at <https://productoftheyearusa.com/> and become enforceable immediately upon posting. We encourage you to check these Official Rules from time to time for updates or changes.

2.3 Program Updates. The Organizer, in collaboration with Kantar, may periodically make changes to the Program to reflect client needs, global franchise developments, and market conditions. Such updates are made at the sole discretion of the Organizer and/or Kantar. This Agreement shall remain in full force and effect notwithstanding any such changes.

2.4 Products. You may submit Products of the type typically sold and generally available in supermarkets, grocers, pharmacies, convenience stores, e-commerce sites, Quick Service Restaurants, and similar retail stores, including but not limited to foods, snacks, beverages, home care, personal care, over-the-counter (OTC) medicines, health and beauty, durable goods, automotive, appliances, apps and product services which are first offered for sale and sold by or on behalf of You to consumers in the USA after January 1, 2025 ("Products"). Products should demonstrate innovations in design, function, packaging, ingredients, or marketing. Exceptions to these criteria will be considered on a case-by-case basis.

2.5 Categories. The Organizer, in conjunction with Kantar, and depending upon the Applications received, will classify Products into categories within general areas such as: foods, snacks, beverages, home care, personal care, over-the-counter (OTC) medicines, health and beauty, durable goods, automotive, appliances, apps and product services. The Organizer reserves the right to change, sub-categorize, add or withdraw any of the categories, depending on the Applications received, and to assign Products to the category it deems appropriate. Categories are determined on the basis of several factors, including commonality of product type and commonality of consumers who purchase products of that type. At the discretion of the Organizer, and in conjunction with Kantar, there is an option to test products in Benchmark categories. To deliver the most relevant results, in this case, You will be placed against a CUS (competitive universe studied), created in conjunction with Kantar, and determine the "Voted – Product of the Year" Product winner in that category by virtue of outperforming the CUS.

2.6. Multiple Entries. You may enter Products in different categories. If the Products are substantially similar, You may enter only one Product in any category in any Program Year. However, if the Products are different in some significant manner, You may enter more than one Product of the same brand in the same category. The Organizer has the discretion to (a) accept a Product into the Program or into any particular category, (b) assign Products to categories, and (c) determine if Products submitted are sufficiently different to warrant multiple entries in a category.

Article 3

3.1. Application. Obtain an Application at <https://productoftheyearusa.com> and submit your completed Application and all support materials including Product samples by November 30, 2026 to the Organizer at Fulfillment Plus, Inc. 889 Waverly Avenue Holtsville NY 11742. You represent and warrant that all information provided by You as part of or in support of Your Application is legally permissible for use in advertising in the USA, and is true, accurate and complete in all respects and is in no way misleading or deceptive. Upon request, You will provide evidence to verify any claims contained in such information. Organizer is not obligated to acknowledge receipt of submissions and may reject, in its discretion, any submission not in compliance with these Rules. Applications submitted become the property of the Organizer.

3.2 Full Commitment. By submitting a completed Application, you agree to be bound by these Rules, to participate fully in the Program, and to pay any and all fees that become due under Sections 5.1 and 5.2. Submission of the entry form with an authorized signature constitutes a binding commitment and may not be withdrawn. Upon submission, all authorization and responsibility are assumed.

3.3 Confidential Information. Except as otherwise provided in Sections 3.5 and 6.3 or as may be required by law, the Organizer will treat all trade secrets or other proprietary and confidential information and documents submitted by You as confidential and will not disclose or publish same without Your consent, except as required by law or as permitted under this Agreement.

3.4 Selection. The selection of the "Voted – Product of the Year" Product for each category will be done in two steps as follows:

3.4.1 Selection of Finalists. The Organizer will, based upon the innovative character of a Product in design, function, packaging or marketing, select Products as finalists in each category ("Finalists"). The Organizer reserves the right to accept entries to consider as Finalists at its discretion.

3.4.2 Consumer Vote. The Product selected the "Voted – Product of the Year" Product in each category will be determined from among the Finalists in each category by the vote of a panel of consumers administered by the Organizer and Kantar in accordance with industry standards. The consumer panel will consist of no less than 40,000 consumers. From the total votes cast, the Organizer will determine the "Voted – Product of the Year" Product in each category using a proprietary formula.

3.5 Use of Finalist/Winner's Products in Advertising and Promotion. If Your product is selected a finalist or voted a winner, You authorize the Organizer to use and distribute Your product to advertise and promote the Voted - Product of the Year promotion in any medium or manner worldwide alone or in connection with the Trademarks without compensation. For purposes hereof, the term "use" includes but is not limited to any reproduction, photograph, illustration, film, video, digital reproduction or other depiction of Your product and its label, packaging and trademark, and the term "distribute" means any sale, transfer or distribution of Your product, including without limitation any "giveaway" of Your product whether to bloggers, media entrants or otherwise.

3.6 Disqualification and Termination. The Organizer immediately on written notice and without prejudice to its other rights and remedies may disqualify any Product, revoke Your status as a Finalist or as a Winner, terminate this Agreement, and/or seek injunctive or other equitable relief with respect to Your continued use of the Trademark at any time where:

3.6.1 The Organizer considers that the Product does not meet the criteria in Article 2;

3.6.2 The Organizer considers that You have breached the second or third sentences of Section

3.6.3 You have failed to make a timely payment of any amount due and owing to Organizer, including without limitation the "Finalist Fee" set forth in section 5.1 and the "Category Winners Fee" set forth in section 5.2 below;

3.6.4 There are bona fide safety or public health concerns regarding the Product;

3.6.5 You have breached any of Your obligations under Article 4 below; or

3.6.6 The Organizer has reasonable grounds for considering that the continued participation in the Program of the Product would damage the reputation and goodwill of the Program or the Trademark and if the disqualified Product is a Finalist or Voted - Product of the Year, all fees due under Sections 5.2 and 5.3 will remain due and payable regardless of its disqualification and no refund of fees will be made.

Article 4

4.1 Organizer's Rights in the Trademarks. You acknowledge that the Trademarks are the exclusive trademarks of the Organizer or its licensors, and that all good will in the Trademarks arising from or in connection with Your use of the Trademarks shall inure exclusively to the benefit of Organizer. You agree not to apply for or obtain registration of the Trademarks for any goods or services in any jurisdiction throughout the world, nor use the Trademarks or any name or mark confusingly similar to the Trademarks as a company, business, trade or brand name in any jurisdiction.

4.2 Winning Product Trademarks License. Subject to making the payments set out in Article 5, if Your Product is selected “Voted – Product of the Year” in a particular category, You will be granted a limited, revocable, non-transferable, non-assignable non-exclusive license to use the Trademarks only in the United States ("License"), subject to the restrictions set forth in section 4.2.2 below.

4.2.1 The term of the License ("License Period") begins on February 11, 2027 ("License Start Date") and ends on February 1, 2029 ("License End Date").

4.2.2 Your use of the Trademarks at all times shall: (i) only be used in the form and manner approved in advance, in each instance, in writing by the Organizer, and (ii) be used only in a manner that is consistent with all applicable trademark usage guidelines, quality standards, and policies as Organizer may establish from time to time; and (iii) be used in accordance with all applicable laws, rules and regulations. The Organizer reserves the right to withhold or withdraw such approval for Your proposed or actual Trademark usage in its sole discretion.

4.2.3 You may use the Trademarks only on or in relation to a winning Product and that Product alone. Unless You have the prior written approval of the Organizer in each instance obtained, You may not co-brand your Products with other third-party or use the Trademarks on packaging or advertising which includes any products other than the winning Product.

The Trademarks may only be used in relation to a winning Product in the same form and composition as the Product described in, and submitted with, the Application, unless otherwise approved by Organizer

4.2.4 The Trademarks may only be used in relation to a winning Product in the same form and composition as the Product described in, and submitted with, the Application, unless otherwise approved by Organizer.

4.2.5 Every use of the Trademarks will be accompanied by a reference to the Program Year and category which the Product won. Specifically, every use of the Trademarks must specify that the Program Year for Your winning Product was 2027 in order to distinguish it from winning Products for Program Year 2026.

4.2.6 The Organizer may, in its absolute discretion, permit the use of the Trademarks for groupings of some or all of the winning Products for the purpose of promotions directly or indirectly referring to “Products of the Year”.

4.3 Expiration of Trademark License. You must monitor use of the Trademarks under the License to ensure that the Trademarks are no longer used on any Product or in any advertising after the License End Date. In particular, unless otherwise agreed in advance in writing by Organizer, You must stop manufacturing or ordering Products and packaging incorporating the Trademarks no less than ninety (90) days prior to the License End Date so that all Products and packaging incorporating the Trademarks are likely to be sold before the License End Date. After the License End Date, You shall not, in or through any medium, offer to sell, sell, give away or otherwise distribute any Products on or in connection with which the Trademarks appear without the prior written approval of the Organizer in each instance obtained, which approval the Organizer may, in its complete discretion, deny or condition.

Article 5

Fees

5.1 No Initial Entry Fee. There is no initial fee to submit an Application but by submitting a completed Application, You agree to be bound by these Rules, and to participate in the Program, and pay any fees that become due under Sections 5.1 and 5.2, and not to withdraw from the Program. Your failure to make timely payment of any amount due under Sections 5.1 or 5.2 constitutes a material breach of Your obligations under these Rules.

Finalist Fee. You must pay the Organizer the sum of \$7,000 for each of Your Products selected as a Finalist in a category under Section 3.4 (each, a “Finalist Fee”) within sixty (60) days after the invoice date. The Finalist Fee is not refundable under any circumstances. Failure to pay a Finalist Fee may, at the discretion of the Organizer, result in all of Your Products being disqualified from the Program and, upon the Organizer giving You written notice, this Agreement being terminated immediately. Your liability to make any payment due hereunder survives the termination of the Agreement. For this payment, You will receive the general aggregated final results of the market research report prepared by Kantar, together with more specific results for the category within which Your Product was selected, subject to applicable privacy laws. The Organizer will deliver these results to You subsequent to Your payment and Kantar’s completion of the market research report.

5.2 Category Winner Fee. You must pay the Organizer the additional sum of \$76,000 for each of Your Products selected a “Voted – Product of the Year” Product in a category (each, a “Category Winner Fee”) in consideration for the grant of the License under Section 4.2. Payment is due within sixty (60) days after the invoice date. Upon receipt of this payment, You can use the Trademarks in accordance with Article 4 above. Unless otherwise agreed with the Organizer, You can not make use of the Trademarks prior to payment. Failure to make such payment may, at the discretion of the Organizer, result in all of Your Products being disqualified from the Program and, upon the Organizer giving You written notice, this Agreement being terminated immediately. The Category Winner Fee is non-refundable under any circumstances. Your liability to make any payment due hereunder survives the termination of this Agreement.

5.3 Remedies for Non-Payment. In the event You fail timely to make any payment due hereunder, including without limitation payment of any Finalist Fee or Category Winner Fee, Organizer shall be entitled to recover from you, in addition to all unpaid amounts, all legal fees as well as any other reasonable costs and expenses incurred by or on behalf of Organizer to collect or secure any such payment. Organizer’s remedies under this section are in addition and without prejudice to any and all other remedies Organizer may pursue under this Agreement or otherwise in law or equity.

Article 6

6.1 Force Majeure. The Organizer is not liable for failure to perform any obligation under these Rules to the extent caused by any forces beyond its control including, but not limited to, the failure of Kantar to deliver its market research report on the consumer votes to the Organizer to permit the Organizer to complete the Program as described in these Rules.

6.2 Agreement to Rules. By clicking "Submit" You acknowledge that (i) You have having read these Rules, (ii) you understand them, (iii) the terms of the Agreement are not ambiguous, and (iv) You agree to each and every term in the Agreement.

6.3 Agreement to Use of Name. If You have one or more Products selected as Finalists You hereby grant Organizer a perpetual, worldwide, royalty-free, non-exclusive license to use Your name, identity, likeness, image, address and a description of the Finalist Products, together with a qualitative analysis of the results of the consumer panel survey conducted by or on behalf of the Organizer under Section 3.4.2 as part of the promotion of the Program, without additional consideration in any medium whether currently known or unknown, unless prohibited by law.

6.4 Reservation of Rights. The Organizer retains the right to resolve questions relating to the Program and these Rules and to amend the Program and these Rules at will.

6.5 Construction. Whenever the singular number is used in these Rules and when required by the context, the same will include the plural and vice versa, and the masculine gender shall include the feminine and neuter and vice versa.

6.6 Headings. The headings in these Rules are for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of these rules or any of their provisions.

6.7 Severability. If any provision of these Rules will be invalid, illegal, or unenforceable to any extent, the remainder of these Rules and their application will not be affected and will be enforceable to the fullest extent permitted by law unless the provision held to be illegal, invalid or unenforceable is so fundamental to the sense of these Rules that its illegality, invalidity or unenforceability would make the enforceability of the remainder unreasonable.

6.8 Entire Agreement. These Rules and the documents referred to in them constitute the entire agreement between You and the Organizer and supersede all other agreements or arrangements, whether written or oral, express or implied, between You and the Organizer.

6.9 Successors and Assigns. These Rules are binding upon the Organizer and You and upon Your respective successors and permitted assigns. The Organizer may assign, subcontract or otherwise transfer all or any part of its rights and obligations under this agreement. You may not assign all or any part of your rights or obligations under this agreement without the prior written consent of the Organizer. Any assignment by You in violation of the preceding sentence shall be null and void.

6.10 No Waiver. A party's waiver of any provision of this Agreement shall not constitute a waiver of any other portion of the Agreement, or the Agreement as a whole

6.11 Taxes. All payments You make under these Rules are exclusive of applicable taxes which You must, where applicable, also pay.

6.12 Remedies. The rights, powers and remedies provided in these Rules are cumulative and not exclusive of any rights, powers and remedies provided by law. The exercise or partial exercise of any right, power or remedy provided by law or under these Rules will not preclude any other or further exercise of them or the exercise of any other right, power or remedy.

6.13 Authority to Execute. The Signatory represents and warrants that he is empowered to submit these Rules and the Application and that all necessary action to authorize their execution has been taken.

6.14 Governing Law and Jurisdiction. These Rules are to be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws provisions and the state and federal courts located in New York County, New York are to have exclusive jurisdiction to settle any dispute arising out of or in connection with these Rules.