

Evaluation Rules

The International Taste Institute, a private company with limited liability incorporated under the laws of Belgium with registered office at 1140 Brussels, rue Colonel Bourg, 105A (hereafter "the Taste Institute") organizes sensory evaluations (hereafter "Evaluation") of consumer food & drink products (hereafter "Products") in view of providing feedback about the taste of products and granting the superior taste award certification (hereafter the "Superior Taste Award" or the "Award") to the participating companies (hereinafter « Participants »). By and when registering a Product, the Participant recognizes to be fully informed of and to have accepted the present Evaluation Rules.

1. Product registration

1.1 Each Participant is entitled to register as many Products as he desires. The registration must be done via the registration form on the Taste Institute website: www.taste-institute.com.

The registration of a Product implies a commitment by the Participant that the samples of such Product (hereinafter "Sample") will be delivered for the Evaluation as per the shipping instructions provided and that the corresponding fee (hereinafter the "Registration Fee") will be paid in full.

1.2 The registration cannot be cancelled by the Participants as the Taste Institute blocks reserves testing capacity for the Products at registration.

1.3 A list of the Categories of Products tested is available on the Taste Institute website: <https://www.taste-institute.com/en/product-we-evaluate>.

1.4 The Participant certifies that a valid quality control system is in place for every registered Product. The Participant shall provide evidence thereof upon the Taste Institute first request. The Taste Institute shall appreciate at its sole discretion whether such evidence is satisfying. The quality and sanitary control of the Products and their production process remain in all cases the sole responsibility of the Participant.

1.5 The Taste Institute has the right to cancel a registration if the Product entered does not belong to the list of Categories of Products tested or if the Participant fails to demonstrate that a valid quality control system is in place. In that case, The Taste Institute will inform the Participant by email and reimburse the Registration Fee.

2. Product samples & delivery

2.1 When applying for the Superior Taste Award certification, Samples must be fully identical to the Products that are or will be sold on the market, i.e., having the same content, packaging, and labelling.

2.2 The Taste Institute has the right to test the physical and chemical components of the Samples with accredited laboratories to ensure that they match the quality of Products made available to consumers.

2.3 The Samples have to be shipped within the deadline indicated on <https://www.taste-institute.com/en/calendar> and according to the Samples Shipping Instructions provided to the Participant or as indicated on the Taste Institute Website: <https://www.taste-institute.com/assets/data/en/Shipping-Instructions.pdf>. They need to be delivered in their best condition and within their expiry date of consumption.

2.4 Delivery costs, taxes, import and customs duties for shipment to the Taste Institute offices are at the sole expense of the Participant, i.e., the samples need to be shipped Delivered Duty Paid (DDP). Any additional cost linked to the shipment invoiced to the Taste Institute, will be re-billed to the Participant.

2.5 The Taste Institute shall in no way be liable for any unsuccessful shipment, damage to/(partial) or loss of the Samples.

3. Sensory Evaluation

3.1 Registered Products will be evaluated by panels of taste-experts: chefs for food products & sommeliers for drink products.

3.2 The jury members are selected for their proven experience in tasting. All jury members are independent and have equal voting rights.

3.3 The Taste Institute uses an objective & independent tasting process; Products are blind tested, following a systematic approach based on the International Hedonic Sensory Analysis Criteria method. Products are prepared & served according to a strict protocol ensuring maximal objectivity. As it is not a competition, Products are not ranked.

3.4 Each Product is evaluated & scored on its intrinsic organoleptic quality. To reflect the overall hedonic quality, the total score is a weighted average of the 5 International Hedonic Sensory Analysis Criteria.

3.5 The Taste Institute limits its Evaluation to assessing criteria about the intensity of gustatory pleasure and does not judge the quality of the ingredients of the Products.

3.6 The decisions made by the Jury as to the score assigned to Products are final and binding, without possibility of appeal for Participants.

3.7 The names of the Jury members having participated to individual Product Evaluations will not be disclosed. Participants are not authorized to contact Jury members without the Taste Institute prior written express consent. The full list of the Jury members can be seen on the Taste Institute website.

3.8 A Product will be evaluated only if the Samples of the Product have delivered for the Evaluation as per the Shipping Instructions and if the corresponding Registration Fee is paid in full.

3.9 Following the Evaluation of its Product, the Participant will receive the following:

- A Sensory Analysis Result report (examples available on the Taste Institute website: www.taste-institute.com)
- An optional Product Evaluation Report (examples available on the Taste Institute website: www.taste-institute.com)

4. Superior Taste Award Certification

4.1 Product participating to the Taste Institute evaluations that score above 70% are granted the Superior Taste Award Certification. Successful Products (hereinafter "Awarded Products") are granted one of the following three (3) awards:

- 3 golden stars: Exceptional products, scoring above 90%
- 2 golden stars: Remarkable products, scoring between 80% and 90%
- 1 golden star: Notable products, scoring between 70% and 80%

4.2 No Award will be granted to Products with less than a 70% overall score.

4.3 The Taste Institute recognizes producers that demonstrate consistent remarkable product quality over several years with the following prestige awards:

- The Crystal Taste Award: granted to products that have reached 3 stars, 3 years in a row.

- The Diamond Taste Award: granted to products that have reached 3 stars 7 times over a period of 10 years.
- The Absolute Taste Award: granted to products that have reached 3 stars 20 times over a period of 25 years.

5. Use of Superior Taste Award certification

5.1 As owner of all right, title and interest in and to the Superior Taste Award registered trademark and associated names, logos and graphics (hereinafter 'Licensed Marks'), The Taste Institute will grant a non-transferable, non-assignable and non-exclusive limited licence to use those Licensed Marks for Awarded Products for 3 years, under the terms and conditions of the License Agreement available on www.taste-institute.com.

5.2 For all Awarded Products, the granting of the Award will be officially materialized in the form of a dated certificate (hereinafter "Certificate"), stating the name of the Product, the Participant and the number of stars granted.

5.3 The granting of the Award entitles the Participant to receive the Award medal issued by the Taste Institute, displaying the Taste Institute's logo and the year of the Award (hereinafter "Medal").

5.4 The granting of the Award entitles the Participant to receive the Award label issued by the Taste Institute, displaying the year of attribution and the number of stars (hereinafter "Label"). The graphic file of the Label in high resolution image format will be made available to each awarded Participant.

5.5 The granting of the Award entitles the Participant to receive access to the Marketing kit issued by the Taste Institute. The marketing kit is composed of some physical marketing material (PVC of the Award & flags) and digital access to pictures, videos, and PR material.

5.7 To preserve the integrity and credibility of the Award, its usage is governed by the following rules and every successful Participant subscribes to it in full:

The Certificate, Medal and Label cannot be modified in any way or at any time without the Taste Institute's prior written express consent.

Any communication about the Award must obligatorily and visibly specify the type of Award received with the applicable number of stars and the year of attribution.

Communication about the Award can be done only during the 3-year validity of the licence.

The Award is attached to the sole Product entered (brand and company name mentioned) and to no other product.

In case of a material change to the Product, its ingredients or manufacturing process, the Participant shall immediately inform the Taste Institute in writing. The Product will need to be reassessed in order for the Participant to keep the right of usage of the Award, and the Participant undertakes to suspend its use of the Award until successful re-evaluation of the modified Product.

6. Use of the Prestige Awards

6.1 The granting of the Crystal Taste Award entitles the Participant to receive the Crystal Taste Award trophy and the Crystal Taste Award Certificate.

6.2 The granting of the Diamond Taste Award entitles the Participant to receive The Diamond Taste Award trophy and the Diamond Taste Award Certificate.

6.3 The granting of the Absolute Taste Award entitles the Participant to receive The Absolute Taste Award trophy and the Absolute Taste Award Certificate.

6.4 The 3 prestige awards can be granted only once in a lifetime for a Product. They are a prestigious recognition of the consistent product quality.

6.5 The Prestige awards are materialized by a physical trophy that will not carry a year of recognition. Participants can use the Prestige awards trophies in their communication as long as the associated Product has a valid 3 stars Superior Taste Award licence.

7. Result Publication and Confidentiality

7.1 The Taste Institute will not publish information on Products or Participants that have not been awarded and undertakes to maintain the confidential nature of every registration until an Award is granted.

7.2 The official list of Awarded Products with the name of Product and Participants is published on the Taste Institute website: www.taste-institute.com. The participant who does not want his product to be published, must inform the Taste Institute accordingly by email.

8. Limitation of Liability

8.1 The Taste Institute shall not bear any responsibility or liability, financially or otherwise, with respect to any Product liability claim. The Participant shall hold the Taste Institute harmless from any such claim from any third party whatsoever. The Participant shall compensate the Taste Institute for any damage, direct or indirect, including damage to reputation and costs, the Taste Institute would suffer with respect to any such claim. This Participant's guarantee towards the Taste Institute includes, but is not limited to, claims related to an abusive, erroneous or misleading usage of the Award by the Participant.

8.2 In no event shall the Taste Institute be liable whether in contract, tort, by statute or otherwise for any indirect, special, or consequential damages, such as but not limited to loss of profits, arising out of or in connection with the Award.

8.3 No Party shall be deemed in breach of these Evaluation Rules, if it is unable to fulfil its obligations, including the failure to test the Samples and/or provide the Award, by reason of fire, earthquake, strikes, act of God, death, illness or incapacity, acts or requirements of government authorities, war or other hostilities, riot or civil commotion, embargo any other event beyond its control (collectively referred to as 'Force Majeure Event'). Upon occurrence of any Force Majeure Event, the Party hit shall promptly give written notice to the other Party of its inability to perform or of delay in fulfilling its obligations. In case the force majeure continues to exist for 30 days, the other Party will have the right to terminate the Agreement without having to pay compensation.

9. Severability

9.1 Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law.

9.2 In case any clause or part thereof of this Agreement is held invalid or unenforceable, this will not affect the validity of the remaining clauses or parts thereof, which will remain in full force and effect. Moreover, the Parties undertake to renegotiate in good faith a new clause replacing the original one, maintaining the initial purpose and, to the extent possible, having an equivalent result, in order to re-establish the contractual balance between the Parties.

10. Governing Law and Jurisdiction

10.1 The Award and the Evaluation Rules shall be governed by, construed, and enforced in accordance with Belgian Law.

10.2 Any dispute arising from or in connection with the Award or the Evaluation Rules shall be submitted to the exclusive jurisdiction of the French speaking Commercial Court of Brussels.