

INTERNAL USE ONLY

US Sweepstakes & Fulfillment Company
Whole Kids Foundation Love Bags Sweepstakes
Promotion runs from 04/22/19 to 04/22/19
FINAL: 04/16/19

THE WHOLE KIDS FOUNDATION LOVE BAGS SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE OR DONATION NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR DONATION WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

SWEEPSTAKES ENTRY PERIOD: The Whole Kids Foundation Love Bags Sweepstakes (the "Sweepstakes") begins at 12:00:01 AM Central Standard Time ("CST") and ends at 11:59:59 PM CST on Monday, April 22, 2019 (the "Sweepstakes Period").

ELIGIBILITY: The Sweepstakes is open to legal residents of the 50 United States, including the District of Columbia, who are age 18 or older at the time of entry. Void in Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S. and wherever else prohibited by law. Employees of Whole Foods Market (the "Sponsor"), US Sweepstakes & Fulfillment Company (the "Sweepstakes Administrator") and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

HOW TO ENTER: During the Sweepstakes Period, participants must log in to his/her Instagram account, locate the post by @WholeKidsFoundation or @lovereusablebags mentioning the Sweepstakes (each, a "Post") and post a comment on the Post describing how he/she incorporates recycling in their daily life to receive one (1) entry into the Sweepstakes. By posting a comment, participant indicates his/her agreement to these Official Rules. Entry comments must not be changed or deleted through at least May 24, 2019 in order to be notified in the event he/she is a potential winner. By submitting an Instagram entry, entrants agree to [Instagram's Terms of Use](#).

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram LLC. IMPORTANT: MESSAGE AND DATA RATES MAY APPLY TO USE OF MOBILE PHONE/DEVICE TO PARTICIPATE IN SWEEPSTAKES. INSTAGRAM IS FREE TO DOWNLOAD AND AVAILABLE FOR IPHONE FROM THE APPLE APPLICATION STORE AND FOR ANDROID FROM THE GOOGLE PLAY STORE.

Instagram posts not received by the Sponsor will not be entered into the Sweepstakes. Multiple participants are not permitted to share the same Instagram account. Incomplete entries will not be accepted and are void.

Limit: There is a limit of one (1) entry per person.

Entry must be received between 12:00:01 AM CST and 11:59:59 PM CST on Monday, April 22, 2019.

ENTRY REQUIREMENTS & CONDITIONS: All Sweepstakes Entries must comply with the following minimum guidelines to be eligible:

- Entrant must be a registered user of Instagram to submit an entry and must comply with Instagram's Terms of Use in order to enter the Sweepstakes.
- Entry cannot contain content that is irrelevant to the purpose of the Sweepstakes.
- Once an entry has been submitted, it cannot be modified or deleted by entrant.
- Entry cannot be profane, pornographic, sexually explicit or suggestive or contain nudity.
- Entry cannot be violent or promote firearms/weapons.
- Entry cannot promote alcohol, illegal drugs or tobacco.
- Entry cannot defame, misrepresent or contain disparaging remarks about people, brands, products or companies.
- Entry cannot contain content that defaces or depicts any person, brand, product or company in a negative or inappropriate manner.
- Entry cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethnic, racial, gender, religious, professional or age group.
- Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor, Instagram wish to associate.
- Entry cannot depict illegal activity and cannot itself be in violation of any law.
- Entry cannot in any way reference persons or organizations without written permission from any person or organization whose name or likeness is used.

By submitting an entry, the entrant understands and grants to the Sponsor an irrevocable, perpetual, non-exclusive worldwide license to use his/her entry, name, hometown and likeness on the Sponsor's various websites and social media sites and in advertising and/or promotional activities worldwide without compensation, permission or notification. Sponsor reserves the right in its sole and absolute discretion to alter, change or modify any entry.

By submitting an entry, entrant warrants and represents that: (a) entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) Entrant owns all rights to the entry, including without limitation, copyrights, and has received prior written permission from a third party if any Photo was photographed by someone other than the Entrant him/herself; and (c) Entrant will indemnify and hold harmless the Sponsor, Administrator and related entities, agents and assigns from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the entry, or Sweepstakes entrant's conduct in creating the entry, the acceptance or use of any prize or otherwise in connection with this Sweepstakes.

PRIZES/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS: There are four (4) Prizes available to be won. Each Prize includes one (1) Stash It - Bee in Love bag from the Give Back Sack line of Love Bags. The ARV of each Prize is: \$18.95.

The total ARV of all Prizes available to be won: \$75.80.

There is a limit of one (1) Prize per person. Odds of winning will depend upon the total number of eligible entries received.

RANDOM DRAWING & WINNER NOTIFICATION: The potential winners will be selected in a random drawing on or about **12:00PM CST on Tuesday, April 23, 2019**, from among all eligible entries received during the Sweepstakes Period by an agent of the Sponsor whose decisions are final.

The potential prize winners will be notified by the Sponsor via direct message to his/her Instagram account (the “Notification”) from either @WholeKidsFoundation or @lovereusablebags (depending on which Post the potential winner posted his/her entry) on or about **Tuesday, April 23, 2019**. To begin the prize claim process, a potential winner must respond as instructed to the Notification with his/her full name, email address, home address and date of birth within 48 hours of the Notification. Any potential prize winner who does not reply to the Notification with the required information and within the specified time period will be disqualified and an alternate winner will be notified.

If the selected prize winner fails to claim the prize or if selected winner cannot accept or receive the prize for any reason, or he/she is not in compliance with these Official Rules, the prize will be forfeited and an alternate winner will be selected. Only two (2) alternate winners per available Prize may be determined through this process, after which any remaining Prizes will remain un-awarded. Prizes will be awarded approximately 45 days after winner is verified.

If a winner is otherwise eligible under these Official Rules but is nevertheless deemed a minor in his or her state of primary residence, the prize will be awarded in the name of winner's parent or legal guardian who will be required to execute and return the Releases on minor's behalf.

PRIZE CONDITIONS: Prizes are not redeemable for cash. Prizes are not assignable nor transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Winner is responsible for all federal, state, local and income taxes associated with winning prize. Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

Prizes are awarded “as is” with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that the Sponsor and all other businesses affiliated with this Sweepstakes

and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any).

GENERAL: Although subsequent attempts to enter may be received, only the first complete entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified.

Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, the Sweepstakes Administrator, Instagram, and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the promotion, and the acceptance and use/misuse of the prize offered. Winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this Sweepstakes or use/misuse or redemption of the prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the Instagram account from which the entry is submitted. Authorized Account Holder means the natural person to whom the Instagram account is registered. Any entrant or potential winner may be required to show proof of being the authorized account holder to Sponsor's satisfaction. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw a method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes). If for any reason this Sweepstakes is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes, at which time, Sponsor will conduct a random drawing from among all eligible entries received at the time of the Sweepstakes termination.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

GOVERNING LAW AND LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

DISPUTES: The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Travis County, Texas and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Travis County, Texas. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not

be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Austin, Texas. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

PRIVACY: Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://www.wholefoodsmarket.com/privacy-notice>.

WINNER CONFIRMATION: For a list of the winners, visit the Sweepstakes post for an announcement by the Sponsor. Announcement will be made once all winners are confirmed and remain available through May 24, 2019.

SPONSOR: Whole Foods Market, 550 Bowie Street, Austin, TX 78703-4644

SWEEPSTAKES ADMINISTRATOR: US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044

Void outside the U.S. and wherever else prohibited by law.