THE WHOLE KIDS YOUNG ENTREPRENEURS SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE 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 Young Entrepreneurs Sweepstakes (the "Sweepstakes") begins at 12:00:01 AM Central Time ("CT") on Wednesday, March 18, 2020 and ends at 11:59:59 PM CT on Wednesday, April 15, 2020 (the "Sweepstakes Period").

ELIGIBILITY: The Sweepstakes is open to legal residents of the 50 United States, including the District of Columbia, and Canada (excluding Quebec) who are age 18 or older at the time of entry and are the parent/legal guardian of a child between the ages of 11-18 years old who is a participant in a young entrepreneur business or school entrepreneurial program at the time of entry (each, a "Child") or a teacher of an eligible Child(ren) with express permission from the Child(ren)'s parent/legal guardian to submit an Entry featuring his/her Child(ren) into the Sweepstakes (each, an "Entrant"). Sponsor may require any Entrant that is a teacher to have a Photograph and Video Release Form completed and signed by each Child's parent/legal guardian whose Child(ren) will appear in an Entry. Noncompliance may result in such Entrant and any/all associated Entries being disgualified. Void in Puerto Rico, Guam, the U.S. Virgin Islands, Quebec, outside the U.S./Canada, and wherever else prohibited by law. Employees of Whole Kids Foundation (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, provincial and local laws and regulations.

HOW TO ENTER: To participate, Entrant must create a video not to exceed 3 minutes in length featuring their Child and must include the Child's first name, age, school, grade, city and state/province and show the Child describing how their business or program is helping to change the way kids eat through gardening, plant-forward cooking or healthy eating, tips for success, and their biggest lesson(s) learned from the business or program (the "Video"). If Entrant is a teacher, they may include multiple Children in the Video and must include the Entrant's first name, classroom, school, grade, city and state/province instead of the information for the Child(ren) in the Video. There are five (5) ways to submit an entry:

Method #1: Online Entry. During the Sweepstakes Period, visit

https://www.surveygizmo.com/s3/5461425/Whole-Kids-Foundation-Young-Entrepreneurs-Sweepstakes, follow all entry instructions to complete the entry form in its entirety and upload a Video and submit to receive one (1) entry into the Sweepstakes (the "Online Entry").

Method #2: Facebook Entry. During the Sweepstakes Period, visit the Sponsor Young Entrepreneurs Group Page at https://www.facebook.com/groups/554776085116062/?source_id=211611892205488, request to join the group and once approved as a member by the group administrator upload a Video to the group page to receive one (1) entry into the Sweepstakes (the "Facebook Entry"). By submitting a Facebook Entry, entrants agree to Facebook's Terms of Service. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, Inc.

Method #3: YouTube Entry. During the Sweepstakes Period, Entrant must log in to his/her public YouTube account, upload a Video to his/her public account and include "#WholeKidsBiz Sweepstakes" in the Video title to receive one (1) entry into the Sweepstakes (the "YouTube Entry"). Sponsor will add eligible YouTube Entries to the #WholeKidsBiz Sweepstakes Playlist at https://www.youtube.com/playlist?list=PLkXAEYJtK76qJu--I_5XpdXC4fvWfJilz. By submitting a YouTube Entry, entrants agree to YouTube's Terms of Service. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, YouTube or Google LLC.

Method #4: Instagram Entry: During the Sweepstakes Period, Entrant must log in to his/her public Instagram account, upload and share a Video to his/her public Instagram account including the hashtags #WholeKidsBiz and #Sweepstakes and @wholekidsfoundation in the post caption to receive one (1) entry into the Sweepstakes (the "Instagram Entry"). By using the hashtags, participant indicates his/her agreement to these Official Rules. Entrant's Instagram settings must be public. Entries uploaded from "private" Instagram accounts will not be eligible. 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 or Facebook, Inc. INSTAGRAM IS FREE TO DOWNLOAD AND AVAILABLE FOR iPHONE FROM THE APPLE APPLICATION STORE AND FOR ANDROID FROM THE GOOGLE PLAY STORE.

Method #5: Twitter Entry: During the Sweepstakes Period, participants must log in to his/her public Twitter account, follow @wholekidsfnd on Twitter at https://twitter.com/wholekidsfnd, post a Tweet that includes a Video and the hashtags #WholeKidsBiz and #Sweepstakes to receive one (1) entry into the Sweepstakes (the "Twitter Entry"). If a Tweet is more than one post in length it will be considered as one (1) entry into the Sweepstakes with the first post considered the Twitter Entry. By using the hashtags, participant indicates his/her agreement to these Official Rules. Entrant's Twitter settings must be public. Tweets from private Twitter accounts will not be eligible. Twitter Entry must be posted directly from a participant's Twitter account. The decisions of the Sponsor are final and binding on all matters relating to determine eligibility of Tweets. Entrants must follow and continue to follow @wholekidsfnd through at least May 17, 2020 in order to be notified in the event he/she is a potential winner. By submitting a Twitter Entry, entrants agree to Twitter's Terms of Service. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Twitter, Inc.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY TO USE OF MOBILE PHONE/DEVICE TO PARTICIPATE IN SWEEPSTAKES.

Online Entry, Facebook Entry, YouTube Entry, Instagram Entry and Twitter Entry collectively referred to herein as "Entry" or "Entries". Limit: One (1) Entry per Entrant regardless of method of Entry. All methods of entry have an equal chance of winning. All entries become the property of the Sponsor and will not be acknowledged or returned. Entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy, which can be found at https://www.wholekidsfoundation.org/privacy-policy.

For the avoidance of doubt, uploading a Video to YouTube, Twitter or Instagram alone will NOT result in an entry into the Sweepstakes. Once an Entry is submitted it cannot be modified by an Entrant. Sponsor is not responsible for lost, late, incomplete, illegible, garbled, inaccurate, invalid, misdirected, undelivered, or delayed Entries. No altered or incomplete submissions will be accepted.

Entries will be posted to a public gallery within the WKF Playlist at

https://www.youtube.com/playlist?list=PLkXAEYJtK76qJu--I_5XpdXC4fvWfJilz, online at https://www.wholekidsfoundation.org/programs/young-entrepreneurs, or Sponsor's other social media accounts. The Sponsor will review all submitted Entries prior to such Entries being published and reserves the right in its sole and absolute discretion to reject, disqualify and/or remove any Entry that violates these Official Rules without any notification or warning. Posting by the Sponsor does not indicate the Entry has complied with the Official Rules. Sponsor reserves the right to post sample Videos it has created in connection with the Sweepstakes the Sponsor's websites and social sites. Sponsor does not guarantee the posting of any Entry.

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

- The Child(ren) should be the primary subject of the Video. No other individuals may appear in the Video without express written permission. If Video features a minor under the age of majority in his/her state/province of residence, Entrant must obtain written permission from the minor's parent/legal guardian.
- Videos must conform to the format and size requirements and limitations of the Sweepstakes Website, Facebook, YouTube, Twitter or Instagram.
- Entry and Video cannot contain content that is irrelevant to the purpose of the Sweepstakes.
- Once a Video has been submitted, it cannot be modified or deleted by Entrant.
- Each submitted Video must be original.
- No duplicate Videos or substantially similar Videos, as determined by the Sponsor's in its sole discretion, may be submitted.
- By submitting a Video taken by a third party, Entrant warrants and represents that he/she has secured all rights and clearances to the Video from the individual who recorded video.
- Entry and Video cannot be profane, pornographic, sexually explicit or suggestive or contain nudity.
- Entry and Video cannot be violent or promote firearms/weapons.
- Entry and Video cannot promote alcohol, illegal drugs or tobacco.
- Entry and Video cannot defame, misrepresent or contain disparaging remarks about people, brands, products or companies.
- Entry and Video cannot contain content that defaces or depicts any person, brand, product or company in a negative or inappropriate manner.
- Entry and Video cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethic, racial, gender, religious, professional or age group.
- Entry and Video cannot reference or contain materials embodying copyrighted images, names, likenesses or other indicia identifying any brand, products, company or person, living or dead, without permission.

- Entry and Video cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor, Twitter and Instagram wish to associate.
- Entry and Video cannot depict illegal activity and cannot itself be in violation of any law.
- Entry and Video cannot in any way reference persons or organizations without written permission from any person or organization whose name or likeness is used.
- Entry and Video may not include images of a known celebrity, famous or well-known person or any image which violates the right of privacy or publicity of any person.

By submitting an Entry, the Entrant understands and grants to the Sponsor an irrevocable, perpetual, non-exclusive worldwide license to use his/her Entry, Video, 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, which includes the Video.

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 Video was recorded 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 entrant's conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this Sweepstakes.

SWEEPSTAKES ENTRIES ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL SWEEPSTAKES ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER.

PRIZES/APPROXIMATE RETAIL VALUE ("ARV")/ODDS:

Grand Prize: There is one (1) Grand Prize available to be won. Grand Prize includes \$1,000 awarded in the form of a check. **The ARV of Grand Prize:** \$1,000 USD/\$1,342.71 CAD.

First Prizes: There are five (5) First Prizes available to be won. Each First Prize includes \$500 awarded in the form of a check. **The ARV of the First Prize: \$500 USD/\$671.36 CAD each.**

Second Prizes: There are six (6) Second Prizes available to be won. Second Prize includes \$250 awarded in form of a check. **The ARV of the Second Prize: \$250 USD**/**\$335.55 CAD each.**

The total ARV of all prizes available to be won: \$5,000 USD/\$6,713.55 CAD.

Prizes will be awarded in the currency of the winner's country of residence. There is a limit of one (1) prize per Entrant. Odds of winning will depend upon the total number of eligible entries received.

RANDOM DRAWING: The winners will be selected in a random drawing on or about **Friday**, **April 17**, **2020** from among all eligible entries received during the Sweepstakes Period by the Sponsor whose decisions are final.

WINNER NOTIFICATION & VERIFICATION: If the Entrant that submitted the potential winning Entry entered via an Online Entry, he/she will be notified via email and/or phone, and will be required to sign and return, within seven (7) days of notification, an Affidavit of Eligibility, a Liability Waiver and, where allowable, a Publicity Release (collectively, "the Releases") or, if winner is a Canadian resident, a Declaration and Release Form (the "Declaration"). If Grand Prize winner is a US resident, the Releases will require the Grand Prize winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. If the Entrant that submitted the potential winning Entry entered via an Facebook, YouTube, Instagram or Twitter Entry, he/she will be notified by Sponsor's account on the corresponding platform via direct message and/or comment to his/her public account used to submit the Entry (the "Initial Notification"). To begin the prize claim process, a potential winner must respond as instructed to the Notification with his/her full name and email address within 48 hours of the Initial Notification. Within two (2) business days of confirmation of the information received from a potential winner in response to Initial Notification, such potential winner will receive a second notification (the "Second Notification") via email from the Sponsor and will be required to sign and return, within seven (7) days of the Second Notification, the Releases. Any potential prize winner who does not reply to any notification with the required information and within the specified time period will be disgualified and an alternate winner may be selected in a separate random drawing.

If any winner is a Canadian resident, then he/she will be required to correctly answer a skill-based mathematical test question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Declaration) within a limited time-period in order to be eligible to receive his or her prize. Not providing the answer within the required time period, providing an incorrect or incomplete answer, or noncompliance with the terms of administration of the skill-testing question will result in disqualification of the potential winner and an alternate winner may be selected. Without limiting the generality of the forgoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

Noncompliance will result in disqualification and an alternate winner may be selected. Prizes will be awarded within approximately 30 days after the winner is verified.

If a prize notification or prize is returned as undeliverable or if winner is found to be ineligible or not in compliance with these rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing.

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 Entrant's name, prize won, hometown, likeness, video tape, photographs, Video including the submitted information for the Child(ren) in the Video, 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.

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, Facebook, Inc. Google LLC, Instagram, Twitter, Inc. 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 e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry. 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 disgualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disgualify 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 Austin, TX. 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 arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Austin, TX. 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: As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, including Sweepstakes Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at https://www.wholekidsfoundation.org/privacy-policy.

OFFICIAL RULES REQUEST: To request a copy of the Official Rules, see https://www.surveygizmo.com/s3/5461425/Whole-Kids-Foundation-Young-Entrepreneurs-Sweepstakes or send a self-addressed, stamped envelope by April 17, 2020, to: **The Whole Kids Young Entrepreneurs Sweepstakes** <u>Official Rules Request</u>, PO Box 25466, Rochester, NY 14625-0466.

WINNER CONFIRMATION REQUEST: For confirmation of the winners (available after 04/17/20) visit https://www.wholekidsfoundation.org/programs/young-entrepreneurs or send a stamped, self-addressed envelope (no later than 05/15/20), to: **The Whole Kids Foundation, ATTN: Young Entrepreneurs Sweepstakes** Winner Confirmation Request, 550 Bowie Street, Austin, TX 78703.

SPONSOR: Whole Kids Foundation, 550 Bowie Street, Austin, TX 78703 and 1860 Bayview Ave, Toronto, ON M4G 3E4.

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

Void outside the US and Canada, in Puerto Rico, Guam, the U.S. Virgin Islands, Quebec and wherever else prohibited by law.