

## **The Whole Foods Market®**

### **“Whole Planet Foundation: Win a Trip to Mexico” Essay Contest**

**Overview:** The “Whole Planet Foundation: Win a Trip to Mexico” Promotion is an online essay contest which will be executed via Whole Planet Foundation’s Facebook page. Customers of Whole Foods Market will be asked to submit an essay that describes how the entrant is investing in a future without poverty. The Promotion will run from **February 19, 2014 to March 24, 2014**, and consists of 2 parts; A). The Contest Entry Period and B). The Judging Period. The winner will receive a 6-day trip for two to Mexico, courtesy of Intrepid Travel®.

#### **Official Rules**

**NO PURCHASE OR ENTRY FEE IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR DONATION WILL NOT IMPROVE ONE'S CHANCES OF WINNING.**

**Eligibility:** The Whole Foods Market “Whole Planet Foundation: Win a Trip to Mexico” Essay Contest (the “Contest”) is open to persons who are at least twenty one (21) years of age at the time of entry and are legal residents of the United States and Canada, except for the Province of Quebec, where it is void. Employees of Whole Foods Market (the “Sponsor”), Intrepid Travel (the “Travel Provider”), US Sweepstakes & Fulfillment (the “Contest Administrator”) and Facebook, Inc., their respective subsidiaries, affiliates, distributors, vendors, advertising and promotion agencies and members of each of their immediate families (spouses, parents, grandparents, children, siblings and their respective spouses) and those living in the same household of each, are not eligible. Participation in the Contest constitutes Entrant's full and unconditional agreement to and acceptance of the terms and conditions of these Official Rules.

**Timing/Key Dates.** The Contest Entry Period, during which times essays may be submitted and deemed eligible to win, runs from February 19, 2014 @ 12:00 PM CST through March 10, 2014 @ 11:59 PM CST.

Judging/Winner Determination: March 11-18, 2014.

- Public Voting Period: March 11 – 16, 2014
- Whole Planet Foundation and Whole Foods Market Winner Determination: March 17 – 18, 2014

Winner Announcement (on Sponsor’s Facebook page): March 24, 2014 @ 12:00 PM CST.

Contest officially ends: March 24, 2014 @ 12:00 PM CST.

**To Enter:** Visit [facebook.com/wholeplanetfoundation](http://facebook.com/wholeplanetfoundation) by March 10, “like” the nonprofit’s page and then click through the “Whole Planet Foundation: Win a Trip to Mexico” tab for instructions. Follow the instructions for completing the entry form and submitting an essay (of no less than 25 words and no more than 500 words), explaining how you, the entrant, are helping to invest in a future without poverty. Note: The essay may include/reference external links to web pages, Facebook pages, videos, images, or other online locations that support the submitter’s entry. Collection and use of personally identifiable information will be in accordance with the Sponsor’s Privacy Policy located at <http://www.wholefoodsmarket.com/privacy-policy>. This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook. Becoming a fan of the Whole Planet Foundation page on Facebook does not constitute an entry into the Contest. Entrants understand that they are providing their information to Sponsor and not to Facebook. The information provided will only be used for the purposes of this Contest and as otherwise permitted by Sponsor’s privacy policy. Any questions, comments or complaints regarding this Contest should be sent to: Whole Foods Market, 550 Bowie Street, Austin TX 78703.

**There is a limit of one (1) Contest Entry (the “Entry” or the “Essay”) per person, per email address, which may be submitted during the Contest Entry Period.**

All Entries will be posted to the “Whole Planet Foundation: Win A Trip to Mexico” Facebook Contest Gallery (“Contest Gallery Page”) and then moderated by the Sponsor.

Posting of a Contest Entry to the “Whole Planet Foundation: Win A Trip to Mexico” Contest Gallery Page does not indicate the Contest Entry has complied with the Official Rules. The Sponsor will review all submissions posted on the Contest Gallery Page and reserves the right in their sole and absolute discretion to reject, disqualify and/or remove any Contest Entry that violates these Official Rules without any notification or warning.

By submitting a Contest Entry, the Entrant understands and grants to the Sponsor permission for his/her Contest Entry and other Entrant information to be posted on Facebook.com throughout the world for viewing by visitors to the Website and used in accordance with the Official Rules.

All Entries must comply with the following minimum guidelines to be eligible:

- ◆ Content cannot contain images that are irrelevant to the purpose of the Contest (“Whole Planet Foundation: Win a Trip to Mexico”).
- ◆ Content cannot be profane, pornographic, sexually explicit or suggestive or contain nudity.
- ◆ Content cannot be violent or promote firearms/weapons.
- ◆ Content cannot promote alcohol, illegal drugs or tobacco.
- ◆ Content cannot defame, misrepresent or contain disparaging remarks about people or companies.
- ◆ Content 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.
- ◆ Content cannot contain materials embodying copyrighted images, names, likenesses, photographs or other indicia identifying any person, living or dead, without permission.

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

**Sponsor reserves the right in their sole and absolute discretion to reject, disqualify and/or remove any submission that violates these Official Rules, without any notification or warning.**

By submitting an Essay, Entrant warrants and represents that: (a) it is the Entrant's original work and has been legally created; (b) it has not been previously published or distributed in any media; (c) it has not been entered in or won previous contests or awards; (d) it 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; (e) that Entrant has obtained written permission from any person whose name or likeness is used in the Contest Entry. Participants must transfer all rights for usage to the Sponsor if and as requested; (f) Entrant owns all rights to the Contest Entry, including without limitation, copyrights, and has received prior written permission from the photographer if any photo was photographed by someone other than the Entrant him/herself; (g) publication of the Contest Entry via various media, including posting on the Website, will not infringe on any third-party rights.

By submitting a Contest Entry, Entrant warrants and represents that he/she and any individual appearing in, or who are otherwise referenced and/or identifiable in the Entry consents to the submission and the use of the Contest Entry. By participating, Entrant grants Sponsor permission to use his/her name, hometown, photograph or image for future advertising and publicity purposes in connection with the Contest in any and all media without additional compensation, notification or permission.

In the event of a dispute, Contest Entries will be deemed made by the authorized account holder of the e-mail address from which the Contest Entry is submitted. The "authorized account holder" is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

Contest Entries made by any other individual or entity that is not the person named on the submitted Contest Entry or made in any manner inconsistent with these Official Rules will be declared invalid and disqualified from this Contest.

**Public Voting:** During the Public Voting Period ("Public Voting Period"), beginning on **March 11, 2014 at 12:00:01 AM CST** and ending on **March 16, 2014 at 11:59:59 PM CST**, **Facebook** members who meet the eligibility requirements of this Contest may access the **Contest Gallery Page** and vote for one (1) Contest Entry posted that he or she believes presents **the most helpful way to invest in a future without poverty.**

**Limit one (1) vote per person, per valid Facebook registrant is allowed during entire Public Voting Period.** An Entrant may vote for his or her own Contest Entry.

To vote, visit [facebook.com/wholeplanetfoundation](https://facebook.com/wholeplanetfoundation) , click the "Whole Planet Foundation: Win A Trip to Mexico" app, and click one of the "Vote for this Essay" buttons.

Any attempt to gain votes by promising a benefit to the voter, including sites like Vote Exchange or other similar social media sites, subject the entrant to disqualification in the sole discretion of the Sponsor. Entrants who spam or create extra Facebook accounts for the purpose of casting votes will have their votes disqualified and their submissions may be voided. Decisions of the Sponsor are final relating to all aspects of the online voting process and results. The Sponsor may disqualify any Contest Entry if Entrant or related parties violate any of the terms and conditions attached to the Contest or these Official Rules.

**Final Judging & Determination of Grand Prize Winner:** Following the conclusion of the Public Voting Period, the Sponsor judges will review entries and determine the winner, based on these guidelines: 40% based on public voting, 30% expression of the contest theme, 20% creativity of the submission and 10% clarity of the description of the entrant's efforts, and impact of the entrant's efforts. **Status as a Grand Prize Winner will be subject to verification of eligibility, content validity, and compliance with these Official Rules.**

**Prize:** There will be one (1) Grand Prize winner who will receive a 6-day/5-night trip for two to Mexico which will be arranged by Intrepid Travel. This prize has an approximate retail value of **\$2,000**. The winner and his/her companion will travel to Mexico, accompanied by Whole Planet Foundation Team Members and 12 Whole Foods Market Team Members where they will learn about Whole Foods Market produce sourcing, tour the country and meet with microcredit clients who are supported by Whole Planet Foundation.

**Prize Conditions:** Travel will take place in mid-May and includes round-trip, coach airfare from a major airport nearest the winner's home to Hermosillo, Mexico, hotel accommodations (double occupancy), all meals, as well as local transportation. (Exact itinerary TBD by Sponsor, and provided to winner and winner's travel companion).

Final itinerary will be solidified in early March 2014, and winner will be notified of these details on March 24, 2014. If winner is unable to travel on the dates arranged, the prize will be forfeited. Prize may not be transferred, substituted or redeemed for cash. Winner and companion are solely responsible for obtaining any/all documents necessary for international travel, i.e. passports, visas, etc.

Winner must obey all local laws and regulations. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to food/beverages, travel insurance, passports, visas and other documents related to foreign travel, personal charges at lodging, telecommunication charges, security fees, taxes, gratuities, or other expenses or incidentals are the

responsibility solely of winner. Winner's travel companion must be twenty-one (21) years old as of the date of departure and must travel on the same itinerary and at the same time as the winner. Winner's companion must also execute liability/publicity releases prior to travel.

Restrictions, conditions and limitations may apply. No substitution, assignment or transfer of a prize is permitted, except by Sponsor, who reserves the right to substitute the prize or prize component with another of comparable or greater value. Winner is responsible for all taxes and fees associated with prize, if applicable.

Prize cannot be used in conjunction with any other discounts or special offers, is valid on new booking only and cannot be applied to existing bookings. Standard booking conditions apply.

**Limitations of Liability:** Sponsor, and agents involved in this Promotion are not responsible for any incorrect or inaccurate information, whether caused by Entrants, typographical errors or by any of the equipment or programming associated with or utilized in the Contest; any computer, online, telephone or technical malfunctions, delays or human errors that occur in the processing, transmission or receipt of Contest Entries or votes; or for inaccurate transcription of Entry information; or for Contest Entries that are stolen, misdirected, garbled, lost or delayed by computer transmissions; or any injury or damage to persons or property, including but not limited to Entrants' computers, hardware and/or software, which may be caused directly or indirectly, in whole or in part, from Entrants' participation in the Contest or receipt, redemption or use of any prize.

If, for any reason, the Contest is not capable of being conducted as planned, including but not limited to infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures or other causes beyond the control of Sponsor, Sponsor reserves the right at its sole discretion to terminate or cancel the Contest, and to select entries and determine winner from among all eligible submissions received up to the point of termination or cancellation.

Incomplete, corrupted or untimely Entries or any Contest Entry generated by a script, macro or other automated means are void and will be disqualified. Sponsor and its agencies are not responsible for incomplete, corrupted or untimely Contest Entries or for incomplete, lost, interrupted or unavailable network, server or other connections, miscommunications, computer or software malfunctions or telephone transmission problems or technical failures, garbled transmissions, damage to a user's computer equipment (software or hardware) or other errors or malfunctions of any kind whether human, mechanical, electronic or otherwise. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. The Website's database clock will be the official timekeeper for this Contest. Sponsor and their affiliate companies, subsidiaries, officers, directors and agents are not responsible for any incorrect or inaccurate information, including, without limitation, that caused by Website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of submissions in the Contest. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Contest Entries.

Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail on account of technical problems or traffic congestion on the Internet or at any Website or combination thereof, including injury or damage to Entrants or to any other person's computer related to or resulting from participating or downloading materials in this Contest.

Sponsor is not responsible if the Contest cannot be implemented or prize cannot be awarded due to delays or interruptions due to acts of God, acts of war, strikes, governmental action, natural disasters, weather or acts of terrorism. All federal, state, local and municipal laws and regulations apply.

Any attempt by an Entrant to deliberately damage any Website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

**Prize Notification/Acceptance:** The Contest Winner will be announced on or about Friday, March 24, 2014, and will be posted on Whole Planet Foundation's website.

Winner will be notified by email and will be required to sign and return, within five (5) days of winner notification, an Affidavit of Eligibility, a Liability Waiver, and where allowable, a Publicity Release (collectively, "the Releases"). **This Release will require that the Winner provide his/her social security number, for the sole purpose of preparation of IRS tax forms, as required by law.** An IRS 1099 Misc. Income Form will be filed in January, 2015. Noncompliance with providing all information requested in the Releases will result in disqualification and an alternate winner being selected.

Non-winning Entrants will not be notified. If winner notification is returned as undeliverable or if the selected potential winner cannot accept or receive the prize for any reason or he/she is not in compliance with these Official Rules, may result in disqualification and the next highest scoring Essay will be notified and will be deemed the winner, if qualified.

Any winner's Entry and acceptance of a prize awarded constitutes permission for the Sponsor to use the winner's name, image, photograph, likeness, statements, biographical information, voice and address (city and state) commercially or non-commercially, in all forms of media known or unknown, in perpetuity, worldwide, without notice or further compensation, except where prohibited.

PRIZE IS AWARDED AS IS AND WITHOUT WARRANTY, GUARANTEE OR REPRESENTATION OF ANY KIND, EXPRESSED OR IMPLIED.

Prize is not transferable or assignable, except at the sole discretion of the Sponsor. No substitution or cash redemption allowed except by Sponsor, who may substitute a prize of equal or greater value at its sole discretion if advertised prize become unavailable.

By accepting prize, winners further agree to release Sponsor, Intrepid Travel, the Contest Administrator, Facebook, and their subsidiaries, affiliates and related companies and each of their

respective officers, directors, employees and agents, from any and all liability, loss or damage of any kind arising out of or in connection with winner's participation in this Contest, as well as the receipt of and/or use/misuse of any prize. In the event of a dispute as to the identity of the winner who enters, Contest Entries will be deemed made by the authorized account holder of the e-mail address from which the Contest Entry is submitted. And if a prize is won, it will be awarded to that authorized account holder if they are eligible. By accepting a prize, the winner agrees that the Contest Entry will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her Contest Entry, including all but not limited to all copyright rights which he or she may have in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Sponsor, in its sole discretion, reserves the right to alter, change or modify the winning Contest Entry. Upon request of Sponsor, winner shall execute and deliver such additional instrument of assignment as may be deemed by Sponsor, in its sole discretion, reasonably necessary to establish the truth and validity of the content of the submitted essay, ownership of record of the right, title and interest in and to the Contest Entry and of the copyrights transferred under these Official Rules. No confidential relationship is established by any Entrant and the Sponsor as a result of entering the Contest. None of the information submitted by the Entrant will be treated as trade secrets, confidential information or as protected data under any obligation.

**Disputes:** Each Entrant agrees to release, defend, indemnify and hold harmless the Sponsor and its agents, and each of their respective officers, directors, representatives, employees, agents, successors and assigns from any damage, injury, death, loss or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, that may arise from or in any way relate to any Entrant's participation in this Contest. This Contest shall be governed by and construed in accordance with the laws of the State of New York regardless of principles of conflicts of laws that may require the application of the laws of another jurisdiction.

ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS CONTEST. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEYS' FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

**Entrant's Personal Information/Privacy Policy:** Personal information collected from Entrants online is subject to Sponsor's privacy policy, available at [www.wholefoodsmarket.com](http://www.wholefoodsmarket.com).

**Winner Announcement;** Grand Prize Winner's name and city of residence will be posted on the Sponsor's website after March 24, 2014.

**Sponsor:** Whole Planet Foundation, 550 Bowie Street, Austin TX 78703.

**Contest Administrator:** U.S. Sweepstakes & Fulfillment Co., 625 Panorama Trail (Suite 2100), Rochester, NY 14625. All decisions of the Sponsor and Contest Administrator regarding the selection of winners and all other aspects of the Contest shall be final and binding in all respects.

**Void outside the United States and Canada, in Quebec and wherever else prohibited.**

This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Information is being provided to Sponsor, not Facebook..