

The Perfect Foods Bar “Picture Perfect Summer” Photo Contest Official Rules

The Perfect Foods Bar “Picture Perfect Summer” Photo Contest (the "Contest") is sponsored by Perfect Foods Research Corporation, 5360 Eastgate Mall Ste. A, San Diego, CA 92121, (“Perfect Foods Bar”) (“Sponsor”) and promoted and operated through www.perfectfoodsbar.com/win (the “Contest Site”). The Contest begins on June 21, 2013 at 12:00 a.m. Pacific Standard Time (“PST”) (the "Start Date"), and ends on September 2, 2013 at 11:59 p.m. Pacific Standard Time (“PST”) (the "End Date") (such period, the "Contest Period"). BY ENTERING OR OTHERWISE PARTICIPATING IN THE CONTEST, ALL ENTRANTS AND OTHER PARTICIPANTS AGREE TO ABIDE BY THESE OFFICIAL RULES, WHICH ARE FINAL AND BINDING ON ALL MATTERS PERTAINING TO THIS CONTEST.

1. ELIGIBILITY AND REGISTRATION TO PARTICIPATE IN THE CONTEST:

a. Eligibility in General: NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. MANY WILL ENTER AND PLAY, FEW WILL WIN. The Contest is open to any individual who is, as of the Start Date, (i) a legal resident of one of the fifty (50) United States or the District of Columbia, EXCLUDING ARIZONA, COLORADO AND RHODE ISLAND, and excluding Puerto Rico, U.S. Virgin Islands, and all other United States territories (the "Eligibility Area") and (ii) are at least the age of 18 years of age. VOID OUTSIDE OF THE ELIGIBILITY AREA AND WHERE OTHERWISE PROHIBITED BY LAW (certain states may impose additional eligibility restrictions). Misrepresentation of age, upon discovery by Sponsor, will disqualify the applicable participant. Employees, officers, affiliates, advertising and promotion agencies and judging organizations and representatives of Sponsor, and their subsidiaries, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, state and local laws and regulations. Participation in the Contest constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements and complying with all terms and conditions set forth herein. The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook/Instagram. You understand that you are providing your information to Sponsor and not to Facebook/Instagram. Any entry information provided by children under the age of eighteen (18) will be considered an invalid entry and will be destroyed immediately in accordance with the requirements of the Children's Online Privacy Protection Act ("COPPA").

b. How to Participate in the Contest: Beginning on the Start Date, individuals may log on to the Contest Site, read the Contest rules and instructions and enter by: (1) Following @perfectfoodsbar on Instagram, (2) Taking a photo that best represents their “Picture Perfect Summer” along with a caption and (3) posting the photograph on Instagram with the hash tag “#getyourperfect” as instructed to enter the Contest (each

such participant, an “Entrant”). Entrant’s Instagram profile account settings must set to “public” in order to be considered eligible to participate in the Contest. Each Entrant is allowed a maximum of three (3) entries during the Contest Period. By submitting an Entry to the aforementioned hash tag, the Entrant is confirming that they have read and agree to comply with these Official Rules and all other contest requirements. Each participant who wishes to enter the Contest will, in order to be eligible to participate in the Contest as an Entrant, be required to comply with the instructions on the Contest Site. Any attempt to enter the Contest more than the number of times permitted herein by using multiple/different email addresses, accounts, identities, registrations or logins, or by any other means, may void all such participant's Entries, and such participant may be disqualified. In the event of a dispute as to the origin of an Entry, the authorized account holder of the email address, accounts, etc. (as applicable) used to participate, as the applicable Entrant will be deemed to be the Entrant. Potential Winners (defined below) may be required to show proof of being the authorized account holder, as determined by Sponsor in its sole discretion.

2. The Contest:

a. Determining the Winners: During the Contest Period, Sponsor and/or its designees (the “Judges”) will review all eligible Entries for conformity to these Official Rules. On or about September 2, 2013 Sponsor will select (ten) 10 Entries based on the criteria of votes, creativity and execution (each in Sponsor’s sole and absolute discretion) (“Finalist”).

Starting on or about September 2, 2013 and ending on or about September 22, 2013 (such period, the “Grand Prize Winner and Runner Up Determination Period”) the Judges will review all Finalist entries for conformity to the rules and select the 1 (one) “Grand Prize Winner” and 1 (one) “Runner Up” based on the criteria of votes, creativity and execution (each in Sponsor’s sole and absolute discretion). Notwithstanding the foregoing, Sponsor reserves the right to select less than 10 Finalists if there are not a sufficient number of entries that meet the entry requirements as determined in Sponsor’s sole discretion. Sponsor may, in its sole discretion, contact each Finalist and require any such Finalist to complete and submit an affidavit of eligibility, consent form(s) and/or publicity releases to determine, in Sponsor’s sole discretion, the Finalist meets the eligibility requirements contained herein. In the event that any Finalist elects to end his or her participation in the Contest, is unable to participate further in the Contest for any reason, or is, in Sponsor’s sole discretion, deemed to be ineligible to participate, Sponsor reserves the right to select an alternate Finalist(s) in its sole discretion.

b. Judging the Finalists and Determining the Winner: During the Grand Prize Winner and Runner Up Determination Period, the Judges will review all eligible Finalist entries for conformity to the rules and name one (1) “Grand Prize Winner” and one (1)

“Runner Up” based on the criteria of votes, creativity and execution (each in Sponsor’s sole discretion). (The Grand Prize Winner and Runner Up are sometimes collectively referred to herein as “Winners”). The Winner’s entries may be made available for public viewing via the Contest Site on or about September 22, 2013, in Sponsor’s sole discretion. In connection therewith, no amounts or other consideration shall be due to Entrant for any exploitation of the winning entry. The Winners will be awarded their respective Prizes (described below). **NO ENTRANT WILL BE DEEMED TO BE A WINNER, OR WILL BE AWARDED ANY PRIZE, UNLESS AND UNTIL SUCH ENTRANT’S ELIGIBILITY HAS BEEN VERIFIED BY SPONSOR IN ITS DISCRETION, ENTRANT HAS BEEN NOTIFIED THAT SUCH VERIFICATION IS COMPLETE, AND ENTRANT HAS COMPLIED WITH ANY SPONSOR REQUIREMENTS (INCLUDING WITHOUT LIMITATION THOSE SET FORTH IN SECTION 2(c) BELOW).**

c. Prize: Prize for each Winner (the "Prizes"): The Grand Prize Winner will receive a prize pack, which will include one (1) 24" x 36" autographed canvas of Todd Glaser’s “Black’s Beach” print and a year’s supply of Perfect Foods Bars. **Approximate Retail Value ("ARV") of Grand Prize: \$930.40 USD.** The Runner Up will receive a year’s supply of Perfect Foods Bars. **Approximate Retail Value ("ARV") of Runner Up prize: \$430.40 USD.** The Winners year’s supply of Perfect Foods Bars shall consist of an assortment of Perfect Foods Bars (Peanut Butter, Fruit & Nut, Carob Chip, Cranberry Crunch Lite and Almond Butter) awarded as twenty (20) 8-count boxes for a total of one hundred sixty (160) individually wrapped Perfect Food Bars. No substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a prize with another prize of equal or greater value. Winners are responsible for all federal, state and local taxes and fees associated with prize receipt and/or use. Prizes will be awarded “as is” with no warranty or guarantee, either express or implied, offered by Sponsor. **TOTAL ARV OF ALL AVAILABLE PRIZES: \$1,360.80 USD.** Winners will receive their year’s supply of Perfect Foods Bars in four (4) equal quarterly shipments containing five (5) boxes per shipment. Sponsor will send the winner the first shipment on or about the end of the quarter in which the winning drawing occurred. All taxes (including without limitation federal, state, and local taxes) on or connected with the Prize, if any, and the reporting consequences thereof, and any other costs, fees, and expenses not explicitly stated herein, if any, are the sole responsibility of each of the Winners respectively. Each Winner must complete Sponsor’s Winner verification process as described herein above.

Prize may not be endorsed, transferred or substituted, except at the Sponsor’s sole discretion. In the unlikely event that any portion of the Prize is cancelled, undeliverable, or unable to take place for any reason, Winner agrees that Sponsor has no further obligations to Winner other than delivery of the remainder of the Prize (if any), and no other additional compensation will be provided. In the event that Winner is unable to comply with the terms and conditions set forth in these Official Rules (including without limitation this Section 2(c)), Sponsor reserves the right to deem such individual ineligible and to select a new Winner (or Winners) from among the remaining Finalists.

3. Miscellaneous:

a. General; List of Winners; License: Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of such provision. All federal, state, and local laws and regulations apply. After the Winners have been selected, the names of the Winners may be posted to the Sponsor's Official Website, and/or to another Sponsor-affiliated site or service. In addition to any other grants that may be granted in any other agreement entered into between Sponsor and the Winner or any other Winner, where permitted by law, each such individual agrees to grant to Sponsor, the Contest Entities, and their respective licensees, affiliates, and assigns, the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, such individual's name, photograph, portrait, picture, voice, likeness and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by Sponsor in its sole discretion; and upon request, each such individual will provide written consent to the foregoing uses. For a list of Winners please visit the Contest Site after September 22, 2013.

b. Disclaimer and Limitation of Liability: The Contest Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. The Contest Entities are not responsible for any incorrect or inaccurate information, reviews, ratings, rankings, or other materials, whether caused or created by authorized web site users, by tampering or "hacking," or by any of the equipment, software, or programming related to the Contest Site or the Contest, and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, or unauthorized access to the Contest Site, or any Entry. Additionally, Sponsor, its related entities and affiliates are not responsible for any cancellation or postponement of any aspect of the Prize. Although Sponsor attempts to ensure the integrity of the Contest, Entrants acknowledge that Sponsor is not responsible for the actions of Entrants or other participants in connection with the Contest, including Entrants' or others' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Contest. Sponsor is not responsible for injury or damage to Entrants' or to any other person's computer, other equipment, or person in connection with participation in the Contest, or downloading materials from or using the Contest Site. If, for any reason, the Contest is not capable of continuing as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, marketplace demands, or any other causes which, in the sole opinion of Sponsor, could corrupt, compromise, undermine, or otherwise

affect the administration, security, fairness, integrity, viability, or proper conduct of the Contest, Sponsor reserves the right in its sole discretion to modify these Official Rules and/or to cancel, terminate, modify, or suspend the Contest. IN NO EVENT WILL SPONSOR AND/OR ITS AFFILIATES, FACEBOOK AND INSTAGRAM BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF YOUR ACCESS TO AND USE OF THE CONTEST SITE, THE STREAMING, DOWNLOADING, AND/OR PRINTING OF MATERIALS FROM THE CONTEST SITE. WITHOUT LIMITING THE FOREGOING, THE CONTEST, ALL ENTRIES, AND ALL OTHER MATERIALS PROVIDED ON OR THROUGH THE CONTEST SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

c. Dates and Deadlines: Because of the unique nature and scope of the Contest, and because of the complexity of the technology underlying the administration of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise related to the Contest.

d. Release and Indemnification: BY PARTICIPATING IN THE CONTEST, ENTRANT: (A) RELEASES AND HOLDS SPONSOR, PERFECT FOODS RESEARCH CORP., TODD GLASER, FACEBOOK, INSTAGRAM, INDIVIDUALLY AND AS A GROUP, AND ALL OTHER CONTEST ENTITIES, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LOSSES, COSTS, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES); ("LOSSES") OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE CONTEST OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY (INCLUDING WITHOUT LIMITATION THE REMOVAL FROM THE CONTEST SITE OF, OR DISCONTINUATION OF ACCESS TO, ANY ENTRIES OR OTHER MATERIALS), OR RESULTING DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY; AND (B) INDEMNIFIES AND HOLDS HARMLESS SPONSOR AND ALL OTHER CONTEST ENTITIES, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND REPRESENTATIVES FROM ANY AND ALL LOSSES (AS DEFINED ABOVE) OF ANY KIND THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY CONTEST ENTITIES AT ANY TIME IN CONNECTION WITH THE ENTRIES, OR OTHERWISE RELATING TO ENTRANT'S PARTICIPATION IN THE CONTEST, INCLUDING WITHOUT LIMITATION CLAIMS CONCERNING THE INFRINGEMENT UPON OR VIOLATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHTS.

e. Arbitration: THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES ARISING UNDER OR RELATING TO THESE OFFICIAL RULES OR THIS CONTEST, THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. In the event of any dispute arising out of or in connection with these Official Rules or the Contest, such dispute shall be submitted to arbitration to be administered by the American Arbitration Association under its Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes ("Supplementary Procedures"), as amended by these Official Rules. The Supplementary Procedures are currently available online at <http://www.adr.org> (click on the link labeled "Rules," and then click on the link labeled "Supplementary Procedures for Consumer-Related Disputes"). The arbitrator shall not have the power to impose punitive damages. To the extent that the arbitrator deems reasonable, the arbitrator shall conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances. Any in-person appearances requested by the arbitrator shall be held in the County of San Diego in the State of California, United States of America. Arbitration proceedings shall be conducted in English and shall be conducted in a manner that preserves the confidentiality of Company's trade secrets and other confidential information. Each party hereby waives any and all rights and benefits which it might otherwise have or be entitled to under federal law or the laws of California or any other state to litigate any such dispute in court, it being the intention of the parties to arbitrate, according to the provisions of these Official Rules, all such disputes. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any other agreements you may enter into with Sponsor in connection with the Contest, shall be final and binding, and shall provide for each party to bear its own costs of arbitration and attorneys' fees. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A JURY. The award rendered by the arbitrator may be confirmed and enforced in any court of competent jurisdiction. If either party shall fail to appear at a hearing on the date designated in accordance with the rules of the American Arbitration Association, or shall otherwise fail to participate in the arbitration proceeding, the arbitrator is hereby empowered to proceed *ex parte*. In the event of any dispute concerning the Contest, your sole and exclusive remedy shall be to seek damages pursuant to an arbitration authorized by this Section 3(e). For any claim for equitable or injunctive relief, you agree to submit to the exclusive jurisdiction of any state or federal court located in the County of San Diego in the State of California, and you waive any jurisdictional, venue or inconvenient forum objections to such courts. IF YOU DO NOT AGREE TO THESE REQUIREMENTS (OR ANY OTHER PROVISION OF THESE OFFICIAL RULES), YOU CANNOT PARTICIPATE IN THE CONTEST.

f. Governing Law: The Contest and these Official Rules are governed by and shall be construed in accordance with the laws of the State of California, United States of America, without regards to its principles of conflicts of law. For any dispute not subject to arbitration according to Section 3(e) above, you irrevocably agree to personal jurisdiction by the federal and state courts located in the County of San Diego in the State of California, United States of America, and waive any jurisdictional, venue, or

inconvenient forum objections to such courts. Further, in any such dispute, under no circumstances will you be permitted to obtain awards for, and you hereby irrevocably waive all rights to claim punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than your actual out-of-pocket expenses (*i.e.*, costs associated with participating in the Contest), and you further irrevocably waive all rights to have damages multiplied or increased. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR ENTRIES OR OTHERWISE RELATED TO THE CONTEST MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OCCURS, OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

g. Privacy: Information submitted in connection with the Contest will be treated in accordance with these Official Rules. Specifically and without limitation, Sponsor reserves the right to communicate with any Entrant about his or her entry, and because of the potential critical nature of such communications to the operation of the Contest, Entrant will not be permitted to "opt out" of receiving such communications.

h. Donations: For each eligible entry received (up to three entries per Entrant), Sponsor will donate \$1 USD to Whole Kids Foundations' School Garden Grants Program ("Whole Kids") up to \$10,000. Only eligible entries received during the Contest Period will be considered valid for purposes of calculating donations made by Sponsor to Whole Kids.