

THE WHOLE FOODS TURKEY PROTECTION PLAN

TERMS AND CONDITIONS

OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AT THE TIME OF QUALIFYING PURCHASE.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

VALID WHILE SUPPLIES LAST.

The Whole Foods Market Turkey Protection Plan ("Offer") is sponsored by Whole Foods Market Services, Inc. ("Sponsor") with a principal place of business at 550 Bowie St, Austin, TX 78703, and is administered by Prize Logic, LLC ("Administrator") 25200 Telegraph Road, Suite 405, Southfield, MI USA 48033.

- 1. OFFER PERIOD:** The Offer consists of a purchase period ("Purchase Period") that begins at 12:00 AM Pacific Time ("PT") on November 11, 2020 and ends at 11:59:59 PM PT on November 22, 2020 and a submission period ("Submission Period") that begins at 12:00 AM PT on November 26, 2020 and ends at 11:59:59 PM PT on November 27, 2020 but is only available while supplies last and limited to one thousand (1,000) Offer Items (as defined in Section 3). The Purchase Period and the Submission Period are collectively the offer period ("Offer Period"). Sponsor reserves the right to modify or terminate this Offer at any time.
- 2. ELIGIBILITY:** The Offer is open to legal residents of the fifty (50) United States and the District of Columbia, who are at least 18 years old at the time of Qualifying Purchase (defined in Section 3 of these Terms and Conditions). Employees, directors, officers, and agents of Sponsor, Administrator, MWW, Amazon.com, Inc., and Progressive Casualty Insurance Company, and each of their respective parent companies, divisions, dealers, affiliates, subsidiaries, advertising and promotional agencies and suppliers involved in the Offer ("Offer Entities"), as well as the members of each of their immediate families (spouse, parents, children, siblings, and in-laws) and persons residing in the same household as such individuals are not eligible to participate. Void where prohibited or restricted by law. Participation in the Offer constitutes participant's full and unconditional agreement to these Terms and Conditions.
- 3. HOW TO PARTICIPATE IN THE OFFER:** During the Purchase Period, a participant must purchase a Whole Foods Market branded whole uncooked turkey either in-store at any U.S. Whole Foods Market store or online via the Whole Foods Market eStore found on wholefoodsmarket.com or Whole Foods Market on Amazon.com (amazon.com/wholefoods) and either pick it up in-store or have it delivered by 11:59:59 PM PT November 22, 2020 ("Qualifying Purchase"), while supplies last. Turkeys purchased on Whole Foods Market on Amazon.com must be sold by Whole Foods Market (look for "sold by Whole Foods Market" on the product detail page). Turkeys that are sliced, parts of a turkey (e.g. breasts, thighs, wings, drumsticks), brined, smoked, cooked, oven-ready, heirloom, heritage or kosher are excluded. All purchases must be made and picked up or delivered during the Purchase Period to be eligible for this Offer. A participant must then prepare his/her turkey as desired. If participant's turkey is burnt, over cooked, undercooked, over seasoned, under seasoned or dry ("Turkey Fail"), he/she may proceed to the Submission Period.

Upon making a Qualifying Purchase, preparing a turkey, and experiencing a Turkey Fail, an eligible participant may visit turkeyprotectionplan.com and complete and submit the registration page including but not limited to: his/her first and complete last name (no initials) and valid e-mail address. Participant must then follow the links and instructions to upload a photograph of his/her original Qualifying Purchase receipt, a photograph of his/her Turkey Fail, and a description (up to 200 characters) of what went wrong to cause the Turkey Fail beginning on 12:00 AM PT on November 26, 2020 and no later than 11:59:59 PM PT on November 27, 2020. Each file must be in .JPEG, .JPG, .PNG, or .GIF format (no PDFs will be accepted) and may not exceed 10MB. It is strongly recommended that the participant maintain possession of the original or photocopy. The participant should not give a receipt to any store employee. For Qualifying Purchases made on Whole Foods Market on Amazon.com, please provide a screenshot of your order invoice from the "Orders" page of your Amazon.com account, with the timestamp of such screenshot. For all receipts or screenshot of online orders, please do not include any personal information such as your full name, physical address, and billing information including but not limited to credit card information. **NOTE: A Qualifying Purchase receipt and a Turkey Fail photo may only be used once to receive an Offer Item (as defined below). Neither a Qualifying Purchase receipt nor a Turkey Fail photo may be used by more than one (1) participant.** Mechanical reproductions, altered receipts, or unreadable receipts will not be accepted. Receipts submitted in excess of the limits set forth herein will not be accepted. A participant may only upload one (1) receipt and one (1) photo. If a participant submits multiple claims, the first complete submission shall be considered the participant's claim.

Photo Guidelines and Restrictions: All photos must comply with the following restrictions:

- Must be submitted during the Submission Period;
- Must be the participant's original content;
- Must be created solely by the participant, and may not be plagiarized, have been previously published or have previously won a prize or award;
- Must be in English, except for commonly understood foreign words;
- Must follow the instructions and comply with these Terms and Conditions;
- Must not have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means;
- Must have permission from any individual identifiable in any photograph besides the participant or must not include any identifiable individual besides the participant. Participant must be able to provide written proof of permission from any identifiable individual upon Sponsor's request. If any such person is a minor the participant must be his/her parent/legal guardian;
- Must not disparage Sponsor, Administrator, or any other person or party affiliated with the promotion and administration of this Offer;
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement (including, but not limited to logos (manufacturer or carrier), trade names, or patented features). Sponsor may, in its sole and absolute discretion, blur any item that violates the foregoing and enter the photo;
- Must not prominently feature any third-party logos or marks. Sponsor may, in its sole and absolute discretion, blur any item that violates the foregoing and enter the photo;
- Must not include personally identifiable information, including but not limited to phone numbers or e-mail addresses;
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene,

hateful, violent, tortious, defamatory, slanderous or libelous (as determined by Sponsor at Sponsor's sole discretion);

- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain any express or implied commercial or political endorsement;
- Must not contain, facilitate, reference, or use material that promotes illegal drug use, alcohol abuse, or other illegal activity;
- Must not contain material or statements that promote use of alcohol by minors, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where photo is created.

Sponsor reserves the right, but is not obligated, to disqualify any photo that fails to comply with the foregoing Photo Guidelines and Restrictions.

Upon verification of eligibility and Qualifying Purchase receipt, an eligible participant will be sent a \$35 Whole Foods Market gift card code ("Offer Item"). Use of the Offer Item is subject to the terms and conditions found here: <https://www.wholefoodsmarket.com/legal/gift-cards-terms-and-conditions>. There is a limit of one (1) Offer Item per person. The approximate retail value of each Offer Item is \$35. Offer Items are subject to availability and only available while supplies last. No more than one thousand (1,000) Offer Items are available in the Offer. Offer Item will be e-mailed to the e-mail address provided upon registration within 2-3 weeks after verification. Terms and conditions of Offer Item apply. No substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute an Offer Item of equal or greater value in case of unavailability of an Offer Item or force majeure (as defined in Section 4 of these Terms and Conditions). Each participant shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any Offer Item received. All other costs and expenses not expressly set forth herein shall be solely the recipient's responsibility.

- 4. LIMITATION OF LIABILITY:** By participating in this Offer, participants agree that the Offer Entities, and each of its respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, undeliverable unique code, Offer Item or Offer related notification; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access; (vii) any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Offer; and (viii) requests that are late, forged, lost, misplaced, misdirected, tampered with,

incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms and Conditions.

By participating in the Offer, each participant agrees: (i) to be bound by these Terms and Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Offer; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Offer, including, but not limited to, any Offer-related activity or element thereof, and the participant's requests, participation or inability to participate in the Offer or using the Offer Item; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, receipt, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of any Offer Item (or any component thereof); (d) any change in the Offer Item (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed Offer Item (or any element thereof); or (h) the negligence or willful misconduct by a participant.

If, for any reason, the Offer is not capable of running as planned, or the integrity and or feasibility of the Offer is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, pandemic, product recall, outbreak of disease, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Offer and/or proceed with the Offer in a manner it deems fair and reasonable. In the event of cancellation, Sponsor will honor requests received up to the time of such cancellation, while supplies last.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS OFFER IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SPONSOR'S MAXIMUM LIABILITY TO YOU IS LIMITED TO THE RETAIL VALUE OF THE OFFER ITEM (\$35).

- 5. DISPUTES: THIS OFFER IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE TRAVIS COUNTY, TEXAS. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION AND MEDIATION SERVICES IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN**

TEXAS. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN TRAVIS COUNTY, TEXAS. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR PROGRAM ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROGRAM PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED. PLEASE SEND ALL NOTICES OF DISPUTES TO ADMINISTRATOR AT 25200 TELEGRAPH ROAD, SUITE 405, SOUTHFIELD, MI 48033, WITH AN E-MAIL COPY TO SPONSOR AT LEGAL@WHOLEFOODS.COM

6. **PRIVACY POLICY:** Sponsor may collect personal information relating to participant, including name, and e-mail address. Such personal information will be used solely for the purposes of administering this Offer. For further information about Sponsor's data practices, please see Sponsor's privacy policy is available at <https://www.wholefoodsmarket.com/site-information/privacy-notice>.
7. **GENERAL:** This Offer is subject to all federal, state and local laws and regulations. Receiving an Offer Item is contingent upon fulfilling all requirements set forth herein. Offer valid for individual consumers only; requests from groups, clubs or organizations and fraudulent requests will not be honored. Offer Items have no cash value. Any attempted form of participation in this Offer other than as described herein is void and will result in disqualification. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Offer, to be acting in violation of these Terms and Conditions or to be acting with the intent to disrupt the normal operation of the Offer. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Offer will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE OFFER OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS OFFER IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** Each participant may be required to show proof of eligibility and compliance with these Terms and Conditions. If any provision of these Terms and Conditions or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All materials submitted will not be returned. In the event of any conflict with any Offer details contained in these Terms and Conditions and the Offer details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Offer as set forth in these Terms and Conditions shall prevail.

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