

WHOLE FOODS MARKET

BABY'S FAVORITE FOODS PHOTO CONTEST

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

ELIGIBILITY: The Whole Foods Market Baby's Favorite Foods Photo Contest (the "Contest") is open only to legal residents of the fifty United States (including D.C.) and Canada (excluding Quebec), who are at least 18 years of age or older at time of entry. Employees, officers and directors of Whole Foods Market (the "Sponsor"), Flickr, all advertising and promotional agencies and their respective parent companies, subsidiaries, affiliates, sales representatives, distributors, manufacturers, licensees or agents, and their immediate family members and those living in the same household of each, are not eligible to participate in this Contest. Subject to all applicable federal, state, provincial, and local laws and regulations.

CONTEST PERIOD: The Contest runs between 12:00 AM Central Time ("CT") on March 4, 2009 and 11:59 PM CT on March 13, 2009 (the "Contest Period" and the "Upload Phase"). Sponsor's computer is the official time keeping device for the Contest.

HOW TO ENTER: You must be a registered member of Flickr, the online photo hosting site to enter the Contest. Membership is free. Visit www.flickr.com/ to register. Follow the directions to upload and submit a photograph of your baby enjoying his or her favorite food. You must be the parent or legal guardian of the baby featured in the photograph. All photographs must be of babies who are between 0-12 months of age at the time of submission.

PHOTO GUIDELINES: Submitted photos must conform to the file type and size specifications for upload, as determined by Flickr. No alteration or manipulation of photographs is permitted except for cropping, red eye removal, and adjustment of contrast and brightness. Photographs may be in color, sepia, or black and white.

NOTE: Your photograph(s) and description(s) will be posted online and viewed by other people.

For all Entries: Entries must comply with the Terms of Service located at <http://info.yahoo.com/legal/us/yahoo/utos/utos-173.html> and also the Community Guidelines posted at <http://www.flickr.com/guidelines.gne>. Entries must not be inappropriate, indecent or obscene, as determined by Sponsor in their sole discretion. Proof of submission or sending is not proof of receipt by Sponsor. Sponsor shall have the right to reject any photo submitted if it does not comply with the published guidelines. Sponsor may use any Photo in any media in association with the Contest without attribution or compensation to the Contestant, his or her successors or assigns, or any

other entity. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, or misdirected requests, which are void.

Limit: Each Contestant may enter up to three (3) photographs during the Upload Phase of the Contest Period. Multiple participants are not permitted to share the same email address. Any attempt by any Contestant to obtain more than the stated number of photo entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that Contestant's entries and that Contestant may be disqualified.

Photographer/Copyright

Entries must be submitted by the original photographer. Do not submit a photo taken by someone other than you. You must be the sole owner of the copyright of any image submitted. Your submission of the photo is your guarantee that you are the author and copyright holder of the photo. In addition, by entering, Contestants represent and warrant that the entries that they submit (i) do not infringe any other person's or entity's rights; and (ii) have not been submitted previously in a Contest of any kind.

Ownership/Use Rights

Contestants retain the copyright to their photographs, and all rights thereto, except as follows. By entering the Contest, Contestants agree to have their submitted photograph displayed on the Flickr Contest website without any fee or other form of compensation, and agree that Whole Foods Market may display winning photos in a photo gallery on the Whole Foods Market website, in their newsletter, blogs, press releases, and other communication channels at their discretion, and may make and retain copies of the photograph for archival purposes. Photos will be credited to the Contestant named in the entry form. In the event that ownership of any photograph submitted is contested in any manner, Sponsors may disqualify that photograph and discontinue use of the photograph.

PUBLIC VIEWING/VOTING: Subject to these Official Rules, all submitted Entries will be posted to the Gallery for public viewing and voting/blogging. Public voting/blogging is for entertainment purposes only and will not have any impact on the official scoring, which will be conducted by qualified judges.

JUDGING: At the conclusion of the Upload Phase, qualified judges, whose decisions regarding the Contest and related matters are final and binding, will select the potential winners based upon the following JUDGING CRITERIA: 34% expression of contest theme: Baby's Favorite Foods, 33% overall personality of the baby as expressed through the photo, and 33% quality of the photograph. In the case of a tie between two (2) or more entries, the entry with the highest score for expressing the contest theme will be deemed the potential winner.

VERIFICATION/DISQUALIFICATION: Contestants whose photographs are chosen as potential winners will be notified on or about March 31, 2009 by phone, email, and/or mail using the contact information given at the time of entry. Each Contestant will be required to sign and return an Affidavit of Eligibility and Publicity/Liability Release

within five (5) days from the date of the notification. If the contestant does not return such documentation within the required timeframe, then he/she will be disqualified and Sponsor will select another finalist with the next highest score.

CANADIAN ENTRANTS: Canadian Residents, will be required to correctly answer a mathematical skill-testing question before being declared a winner if their photo is selected.

PRIZES: ONE (1) GRAND PRIZE: Canon Powershot SD-880 IS Digital Camera with an Approximate Retail Value (“ARV”) of \$250. FIVE (5) FIRST PRIZES: A WFM Whole Baby Gift Basket, each having ARV of \$75. TEN (10) SECOND PRIZES: A \$25 Whole Foods Market Gift Card. Total ARV of all prizes to be awarded is \$875.

No cash equivalent and all prizes are nontransferable and no substitution will be made except as provided herein at the Sponsors’ sole discretion. Sponsors reserve the right to substitute any listed prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use.

PUBLICITY/PROMOTIONAL USE: Except where prohibited, participation in the Contest constitutes Entrant’s irrevocable consent and release to Sponsor and their agents to use, record, reproduce, publish, display, perform and translate: (1) the name, likeness, voice, quotations, opinions and biographical information of the Winners, including without limitation any photograph or recording, for promotional purposes in any media, worldwide, without further payment or consideration; and (2) the name, likeness, voice and biographical information of the Winners’ baby, including without limitation any photograph or recording, for any promotional purpose in any media, worldwide, and/or for any other commercial or non-commercial corporate purpose, including without limitation use on merchandise or for marketing, without attribution or further payment or compensation to the Contestant, his or her successors or assigns or any other entity.

GENERAL RULES: By entering or participating in the Contest, Contestants agree to be bound by these Official Rules. Sponsor assumes no responsibility for electronic hardware, programming or software malfunctions, or failures, or line connections, accessibility or availability, or technical failures of any kind, or unauthorized human intervention, or the incorrect or inaccurate capture of any entry or other information, or for the failure to capture any such information. Sponsor is not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or 5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Contestant’s participation in the Contest or receipt or use or misuse of any prize. Further, if, for any reason, the Contest is not capable of running as

planned by reason of infection by virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Sponsor, may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsors reserves the right, at their sole discretion, to cancel, terminate, modify or suspend the Contest, and select the winners for the Contest, from the entries received prior to the action taken or in other such manner as deemed fair and appropriate by Sponsors.

Contestants, by participating in this Contest, hereby waive and release, and agree to hold harmless the Sponsor, Flickr, and all promotions and advertising agencies, and their respective parents, subsidiaries, affiliates, distributors, advertising and promotions agencies and all of their respective officers, directors, employees, representatives and agents, from and against, any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability for any matter, cause or thing whatsoever, including but not limited to any injury, loss, damage, whether direct, compensatory, incidental or consequential, to person, including death and property, arising in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of the prize in the Contest, or their participation in the Contest.

PERSONAL INFORMATION: The personal information collected through the Contest is subject to Sponsors' privacy statements set forth at <http://www.wholefoodsmarket.com/users/privacy.php>. Any personal information handled by an agency or vendor of Sponsors', will be done solely on their behalf and all such information shall be handled exclusively in conformance with Sponsors' privacy statements.

CONTEST RULES: To obtain the Official Contest Rules or for a listing of the winners, send a self-addressed stamped envelope to: US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Bldg. 2 Suite 100, Rochester, NY 14625. Requests for Official Rules and/or winner's list must be postmarked by March 31, 2009. Residents of Vermont do not need to include return postage for rules.

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

VOID WHERE PROHIBITED