

Champions for Kids “Fill the Cart for Kids” SIMPLE Giving Program

Terms and Conditions

THE CHAMPIONS FOR KIDS “FILL THE CART FOR KIDS” SIMPLE GIVING PROGRAM (“PROGRAM”) IS GOVERNED BY THESE TERMS. ELIGIBLE ORGANIZATIONS (AS DEFINED BELOW) ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS STATED HEREIN.

1. ELIGIBILITY: The Program, brought to you by Champions for Kids (the “Sponsor”), is open to (i) a state accredited educational institution (grades kindergarten through 12th grade, public, private or parochial), or (ii) a registered 501(c)(3) non-profit organization dedicated to providing services to and otherwise assisting children and young adults; each of which must be located in the 48 contiguous United States and the District of Columbia (“D.C.”) and have been selected to participate in the Program by Sponsor (each an “Eligible Organization”). Void where prohibited.

2. THE PROGRAM PERIOD: The Program begins on September 21, 2015 at 12:00:01 a.m. Central Daylight Time (“CDT”) and ends on October 16, 2015 at 11:59:59 p.m. CDT (the “Program Period”). Donations may be submitted to an Eligible Organization as outlined in more detail below between September 21, 2015 at 12:00:01 a.m. CDT and October 5, 2015 at 11:59:59 p.m. CDT (the “Donation Period”). The Sponsor’s clock is the official clock for this Program.

3. HOW TO PARTICIPATE: To participate on behalf of an Eligible Organization, donors may visit a participating store at which there is a Champions For Kids authorized and branded donation bin (“Donation Bin”) or directly to an Eligible Organization (at the Eligible Organization’s location or at another location as designated by the applicable Eligible Organization) and donate any basic necessity, nutrition or personal care item to the Eligible Organization in the Donation Bin or as directed by an authorized Eligible Organization representative during the Donation Period (altogether, a “Donation”). **Donations made via a Donation Bin will be provided to the Eligible Organization associated with a given Donation Bin (as designated by Sponsor). Donations must be provided during the Donation Period to qualify. Alcohol, tobacco, adult items, weapons (e.g., firearms and knives), pharmaceuticals, medications, and dietary supplements are not considered qualifying Donations.** An authorized volunteer or group of volunteers acting on behalf of an Eligible Organization (“Volunteer”) will be solely responsible for the collection of Donations on or before October 5, 2015. Such collection and subsequent distribution of Donations will be at the Volunteer and Eligible Organization’s sole discretion and risk and Volunteer and Eligible Organization shall take in consideration children’s allergies, medical conditions and all other relevant factors when engaging in such distribution.

Any Donation made through means other than that described herein or after the end of the Donation Period will not be counted towards the Eligible Organization’s total for the purposes of determining the Prize Award recipients. Donations that do not follow all of these instructions or abide by these Terms or other instructions of Sponsor may not be eligible.

Authorized Volunteers will be required to document the total number of Donations directly received by the Eligible Organization and received via their Donation Bin(s) (as designated by Sponsor) during the Donation Period (using photos and/or videos), then visit championsforkids.org/share (the "Website") during the Program Period to complete and submit the online entry form with the total number of Donations received, and documentation of the Donations received to make the Eligible Organization eligible to receive a Prize Award (including at least one (1) photo, but a maximum of twenty (20) photos, of the Donations ("Photo(s)") and/or a link to a video of the donations, which must be hosted on YouTube as a "Public" video during the Program Period and for ninety (90) days after the end of the Program Period ("Video")). **Limit one (1) submission per Volunteer/Eligible Organization. All submissions must be received by 11:59:59 p.m. CDT on October 16, 2015 to qualify. Photos and/or Videos must show the products donated to your Eligible Organization for verification/substantiation purposes. Submission of additional Photos and/or Videos is optional, though Sponsor reserves the right to request additional Photos and/or Videos for verification/substantiation purposes.** Photos must be no more than 20 MB in size and in one of the following file formats: .jpg, .png, or .tiff. Videos must be hosted on YouTube at www.youtube.com.

4. AWARDS: Grand Prize Award (1): \$25,000 awarded in the form of a check made payable to the Eligible Organization who receives the highest total number of Donations made directly to the Eligible Organization and/or via the Eligible Organization's Donation Bin(s) (as designated by Sponsor) during the Program Period.

Second Prize Award (1): \$20,000 awarded in the form of a check made payable to the Eligible Organization who receives the second highest total number of Donations made directly to the Eligible Organization and/or via the Eligible Organization's Donation Bin(s) (as designated by Sponsor) during the Program Period.

Third Prize Award (1): \$15,000 awarded in the form of a check made payable to the Eligible Organization who receives the third highest total number of Donations made directly to the Eligible Organization and/or via the Eligible Organization's Donation Bin(s) (as designated by Sponsor) during the Program Period.

Fourth Prize Awards (3): \$10,000 awarded in the form of a check made payable to the three (3) Eligible Organizations who receive the fourth through the sixth highest total number of Donations made directly to the Eligible Organization and/or via the Eligible Organization's Donation Bin(s) (as designated by Sponsor) during the Program Period.

Prize Awards could be used in connection with nutrition education, nutrition services, or for personal hygiene and care for children in need in the Eligible Organization.

Limit one (1) Prize Award per Eligible Organization. Each Volunteer will be responsible for counting their Donations and reporting the result to Sponsor on behalf of their Eligible Organization via the Website (together with Photo(s) and/or a Video of the Donations received) on or before October 16, 2015 at 11:59:59 p.m. CDT. Failure to report prior to October 16, 2015 at 11:59:59 p.m. CDT may result in disqualification. Sponsor reserves the right to inspect the Donations for verification purposes. In the event of a tie for a Prize Award, the Prize Award

recipient will be determined based on which of the tied Eligible Organization's reported their Donations to the Sponsor first, in Sponsor's sole discretion.

If selected to receive a Prize Award, Eligible Organizations will be notified by phone and/or email on or about November 6, 2015. A legally authorized representative of each selected Eligible Organization will be required to execute and return an affidavit of eligibility and liability release, and except where prohibited by law, a publicity release within sixty (60) days of the date of notification or the Prize Award may be forfeited in Sponsor's discretion. If an Eligible Organization is found not to be eligible for any reason, if there is a material discrepancy in the number of Donations reported, if an Eligible Organization declines the Prize Award, or if notification is returned as undeliverable, another Eligible Organization will be selected, in Sponsor's sole discretion. Sponsor is not responsible for any change of email address or other contact information of Eligible Organizations.

Prize Awards received by an Eligible Organization in connection with the Program cannot be assigned, transferred, or substituted except by Sponsor. Federal, state, and/or local taxes (including any income taxes) and any other fees or costs associated with the Prize Award are the sole responsibility of the Eligible Organizations regardless of whether the Prize Award received is used, in whole or in part. As a condition of receipt of a Prize Award, selected Eligible Organizations agree to furnish any requested information needed for tax reporting.

5. CONDITIONS OF PARTICIPATION: By participating (including, without limitation, by making or accepting a Donation), all Eligible Organizations and donors agree and covenant on behalf of themselves and their family, heirs, personal representatives executors, assigns and insurers to release, acquit, hold harmless, waive and forever discharge Sponsor, General Mills, Inc., Diamond Foods, Inc., Unilever, Kraft Heinz Company, and each of their respective parent companies, subsidiaries and affiliates, and their respective officers, directors, members, managers, employees, contractors and agents (collectively, "Releasees") from any and all claims, demands, damages, debts, costs, fees, obligations, loss, expenses, compensation, actions or causes of action whatsoever, of every nature, character and description, whether known, unknown, discovered, undiscovered, suspected or unsuspected, including death, or property damage (collectively, "Claims"), including but not limited to Claims arising on account of, or in any way growing out of, resulting in whole or in part, directly or indirectly, from acceptance, possession, distribution, misuse or use (including, without limitation, misuse or use by any third party recipient of any items) of any items donated or received in connection with the Program, participation in this Program or any Program-related activities.

Eligible Organizations grant (and agree to confirm that grant in writing) permission to Sponsor and those acting under its authority the right to the use of the Eligible Organization's name, submission, and statements by its authorized representatives, at any time or times, for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval.

6. LIMITATION OF LIABILITY: Sponsor is not responsible for incorrect or inaccurate information in connection with this Program, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Program or by any technical or

human error which may occur in the processing of submissions and/or Donations. Sponsor is not responsible for computer system, email, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature. Sponsor reserves the right at its sole discretion, to disqualify any Eligible Organization (and his or her Donations) who tampers with the Website, the Donations, the Donation Bins (including without limitation their location) or the submission process. If, for any reason, the Program, in the sole opinion of Sponsor, is not capable of running as planned by reason of fraud or any other causes which, in sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Program, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Program in part or in whole.

7. BINDING ARBITRATION: Any controversy or claim arising out of or relating to this Program shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth by the American Arbitration Association (AAA) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall apply Arkansas law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by the AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ELIGIBLE ORGANIZATIONS' AND DONORS' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT PARTICIPATE IF YOUR ORGANIZATION DOES NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE TERMS.**

BY PARTICIPATING, EACH ELIGIBLE ORGANIZATION AND DONOR AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROGRAM WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION

AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ELIGIBLE ORGANIZATION OR DONOR BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ELIGIBLE ORGANIZATIONS AND DONORS HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ELIGIBLE ORGANIZATIONS' AND DONORS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ELIGIBLE ORGANIZATIONS AND DONORS IRREVOCABLY WAIVE 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 EVERY ELIGIBLE ORGANIZATION AND/OR DONOR.

8. GOVERNING LAW/JURISDICTION: These Terms and the Program are governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of Eligible Organizations, donors, and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Arkansas without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 7 of these Terms and/or for entering any judgment on an arbitration award, shall take place in the federal, state and local courts located in the State of Arkansas, in the County of Washington.

9. SPONSOR: Champions for Kids, 26 West Center, Suite 215, Fayetteville, AR 72701.