## Legal:

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID IN PROVINCE OF QUEBEC AND WHERE PROHIBITED.

ELIGIBILITY: The "Stanford Do the KIND Thing" ("Contest") is open to legal residents of the 50 United States, the District of Columbia, or Canada (excluding the Province of Quebec), who at the time of entry are matriculated students or alumni, or a faculty or staff member of Stanford University (in accordance with Stanford University qualifications), at least eighteen (18) years of age (the "Minimum Age"), and also to bona fide charitable organizations based in the 50 United States, the District of Columbia, or Canada (excluding the Province of Quebec), holding tax-exempt status from the IRS under Section 501(c)(3) of the U.S. Internal Revenue Code or federal registration as a charitable organization with the Canada Revenue Agency, but excluding: i) Organizations that practice discrimination by race, creed, color, sex, sexual orientation, age or national origin; (ii) Organizations that serve only their own memberships (such as those types of fraternal organizations, pageants, labor organizations or religious groups that do not provide services to persons who are not members (or relatives) of the particular group); (iii) Organizations affiliated with political parties, political candidates, lobbyist activities, political publications or political advertising or advocacy. Without limiting the foregoing, Sponsor reserves the right, in its absolute discretion, to exclude any Organization Sponsor determines is inappropriate for any reason. Officers, directors and employees (and their immediate families) of KIND Healthy Snacks ("Sponsor") and each of their respective parents, distributors, subsidiaries, affiliates, suppliers, advertising agencies, and persons living in the same household as such officers, directors or employees also are not eligible to participate in the Contest. The Contest begins on October 25, 2013 at 12:00:01 a.m. (ET) and will run until December 31, 2013, at 11:59:59 p.m. (ET) ("Contest Period"). By participating in the Contest, you unconditionally accept and agree to comply with and abide by these Official Rules and the decisions of judges, which shall be final and binding in all respects.

2. HOW TO ENTER: To enter, email Stanford <a href="mailto:ideas@kindsnacks.com">ideas@kindsnacks.com</a> (the "Entry email"). Include the following information:

First name, last name, mailing address, email address, phone number, date of birth, and the grant proposal requirements listed below (the "Submission")

Grant Proposal Requirements – Grant Proposal submission consists of the following elements:

- a. Title: Title of your Grant Proposal
- b. Project Description
- c. Project Goals: This section consists of three written answers:
- a. What would you like to do?
- b. How would you spend the \$10k?
- c. What impact do you want to make?
- d. Supporting documents: You have the opportunity to submit an image and/or video to support your Grant Proposal. This is optional, but encouraged to help illustrate your proposed Project.

IMPORTANT: All Projects must be structured to be completed within six months of receiving grant funding, for a budget of \$10,000. Any Project not capable of such completion is not eligible to receive a grant. Sponsor reserves the right to confirm feasibility, and time and budget requirements for any Project as a condition of making any grant award.

Sponsor's database or computer clock will be the official timekeeper for all purposes of this Contest.

Submission Requirements - Each Submission that is entered into the Contest must meet the following "Submission Requirements" (any Submission that, in Sponsor's sole and absolute discretion, violates the following criteria may be disqualified): Submission must be: (i) 100% entrant's own original work, and (ii) not contain third party names or logos trademarks, trade names or insignia (other than KIND Healthy Snacks products). Submissions can only include the image and voice of the one individual who is participating in the Contest (either individually or on behalf of an eligible 501(c)(3) or federally registered Canadian charitable organization, and shall not contain any other person, voice, photograph or image of any other person.

In addition to the foregoing, Submissions may not: (i) feature or reference any material that infringes upon the rights of any third party, including trademark, copyright, and rights of publicity; (ii) involve dangerous or life threatening moves, tricks, or stunts; (iii) contain vulgar, offensive, obscene or indecent language, behavior or imagery; (iv) defame, libel or otherwise violate the rights of any third party, (v) violate any federal, state or local laws or ordinances; (vi) be inappropriate, offensive, disparaging in antics, remarks, or actions or lewd as determined by the Sponsor in its sole discretion. Submissions must be consistent with the Sponsor's image, and Submissions that are, in Sponsor's sole opinion, inappropriate, inconsistent with Sponsor's image, disparaging or otherwise not in compliance with these Official Rules, may be disqualified. Please keep in mind that Submissions entered into the Contest may be posted at projects.kindsnacks.com, and therefore, they should not contain any information that you would not want made publicly available.

Each eligible person entering as an individual must enter for him or herself; no entries can be submitted on behalf of other individuals. Each person entering on behalf of an eligible 501(c)(3) or federally registered Canadian charitable organization must have a formal association with, and be authorized to act on behalf of, that organization; consent or other authorization should be obtained from the organization's board or directors or other governing body before making a Submission on behalf of the organization. Sponsor reserves the right to verify all facts and authorization at any time. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the "authorized account holder" of the e-mail account of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person (or eligible 501(c)(3) or federally registered Canadian charitable organization) assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. If a dispute cannot be resolved to Sponsor's satisfaction, the affected Submission(s) will be disqualified.

No responsibility is assumed for: (a) lost, late, stolen, incomplete, garbled, delayed, undelivered, inaccurate, illegible, or misdirected Submissions, transmissions, interrupted or unavailable network, server or other connections, miscommunications, failed computer hardware or software or telephone transmissions or technical failures, garbled, misrouted, scrambled transmissions or other errors or problems of any kind whether mechanical, human, network or electronic or otherwise relating to or in connection with the Contest, including, without limitation, errors which may occur in connection with the administration of the Contest or the processing of Submissions; (b) inaccurate entry or other Contest related information, printing, typographical or other errors appearing in these Official Rules, or in other Contest related materials; or (c) the failure of Sponsor's performance as a result of severe weather, acts of war, terrorism, natural disasters, riots, governmental action, labor strikes, or any other event beyond Sponsor's control. Submissions will not be acknowledged or returned.

## 4. SELECTION OF WINNER:

The Winner will be selected by KIND in its sole and absolute discretion in conjunction with a staff member from Stanford Lawyer. KIND will choose the winner based on the following criteria: Winner will be a Stanford student, alumni, faculty, or staff member with a well-structured idea to "Do the KIND Thing for Your World." Winner will be notified by email, telephone, and/or overnight delivery (using the contact information provided at the time of entry) approximately five business days after close of program. Any prize notice that results from error of any kind will be void.

The Winner may be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where imposing such condition is prohibited by law), and any additional documents required by Sponsor within seven (7) calendar days of notification attempt. If Sponsor so elects, Winner may also be required to submit to a confidential background check.

Such background check may include (but is not limited to) investigation of employment history, criminal or other arrest or conviction record, and any other factor deemed relevant by the Sponsor to help ensure that the Winner is capable of completing the proposed Project in a timely manner for the purposes stated in the Submission and will not, as determined by Sponsor in its sole discretion, present a security risk or bring the Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sponsor. If requested, the Winner must agree to sign waiver forms authorizing the release of personal and background information. No grant moneys will be released until all requested forms are executed and returned.

Without in any way limiting the generality of the foregoing, if the Winner cannot be reached for any reason, of if the Winner fails to return and requested documents within the time limit provided, the Winner may be disqualified and an alternate Winner may be selected. If any potential eligible winner is deemed a minor under the laws of his or her state or province of residence, all required documents must be signed by a parent or legal guardian.

5. GRANT: One (1) Grant. Grant consists of: \$10,000 to be awarded, as described herein, solely and exclusively for the purpose of facilitating the Project described in the Winner's Submission (the "Grant"). Any other use of Grant funds is not authorized and may result in termination of Grant award. Winner will be expected to provide updates on Project progress to Sponsor on a monthly basis for six months (or until project is completed, if completed in less than six months), including an accounting for how grant moneys are being spent. Unless otherwise prohibited by law, the updates may be released online or in any other media now known or hereafter devised throughout the universe in perpetuity or for any other purpose. No guarantee is made that the updates will be published or used for any purpose other than to verify proper use of grant funds.

The Grant Winner is solely responsible for the payment of all federal, state and local taxes and all other expenses or costs relating to the Project not expressly set forth in these Official Rules. The maximum value of any Grant is \$10,000; provided that, in the event any Winner is not a tax-exempt entity, Sponsor may, in its discretion, increase the amount of the grant to such Winner by an amount estimated in good faith by Sponsor to cover applicable income taxes so that approximately \$10,000 will remain available to be applied toward the Winner's proposed Project.

Grant Winner must provide Sponsor with a valid social security number or EIN for tax reporting purposes before any grant moneys will be disbursed. An IRS Form 1099 may be issued in the name of the Grant Winner, for the approximate retail value of the Grant received.

Unless a Winner can demonstrate a reasonable need for funds for such Winner's Project on a faster basis, payments will be made in four (4) equal installments, spaced roughly equally during the six-month grant period, to continue funding the proposed Project. Failure by any Grant Winner to provide progress reports, or to prove proper application of funds, or to continue diligent progress toward completion of the Project may result in suspension, cancellation and/or forfeit of grant funding to such Winner. Any forfeited grant funds may or may not be re-awarded to an alternate winner in Sponsor's discretion.

## 6. MISCELLANEOUS:

If any malfunction, error, disruption or similar damage occurs and impairs the administration, security, fairness, integrity or proper judging of the Contest, Sponsor may, in its sole discretion, terminate, cancel, suspend, extend and/or modify the Contest. If the Contest is terminated before the end date, the Prize Winner for the Submission Period will be selected from among all eligible, non-suspect entries received up to the point of the event giving rise to the termination in a fair and equitable manner as determined by Sponsor.

Persons found tampering with or abusing any aspect of this Contest, or who Sponsor believes, in its sole discretion, to be causing malfunction, error, disruption, or damage will be disqualified and such entries and votes shall be void. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules. INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor, Online Promoter and Administrator are not responsible for lost, late, misdirected, illegible, or damaged entries. The Sponsor will be the sole judge of which entries are valid and which scores should be given to the submissions and its decision is final and binding and not subject to challenge or appeal.

Submissions that contain errors, or are incomplete or received after the end of the final Submission Period, will not be accepted. Except as otherwise contemplated herein, information collected in connection with this Contest will be used by Sponsor in accordance with the privacy policy governing the Application, or if there is no such privacy policy, in accordance with Sponsor's online privacy policy located at <a href="http://projects.kindsnacks.com/tos">http://projects.kindsnacks.com/tos</a>.

By entering this Contest, you hereby irrevocably grant to Sponsor and its agents and designees the unlimited, royalty-free, unconditional, perpetual and fully paid-up, transferable, non-exclusive right, throughout the universe, to post, display, morph, scan, adapt, edit, modify, add to, create derivative works based on, publish, publicly perform and otherwise use you Submission, in whole or in part, (and your name, voice, likeness and appearance therein), in whole or in part, in any and all media now known or hereafter devised (including without limitation the right to post your Submission on the Contest website or on other websites not owned or operated by Sponsor) throughout the universe in perpetuity for any purpose, including without limitation for the purpose of advertising this Contest and/or other

contests administered by Sponsor, and each entrant irrevocably waives any and all so-called moral rights they may have therein.

7. LIMITATION OF LIABILITY & RELEASE: By participating in the Contest, each entrant agrees to (and hereby does) release and hold harmless Sponsor, their respective parents, subsidiaries, affiliates, and agents, and the officers, directors and employees of each of the foregoing (collectively the "Contest Entities") from and against any and all liability, injuries, loss, claim, damages, or cause of action arising out of participation in the Contest or receipt or use, misuse or possession of the Prize, including, but not limited to: (i) human error or unauthorized human intervention in the Contest; (ii) technical errors related to computers, servers, providers, or telephone or network lines; (iii) printing, typographical or other errors appearing in these Official Rules, or in other Contest related materials; (iv) lost, late, stolen, incomplete, garbled, delayed, undelivered, illegible, or misdirected entries; (v) errors in the administration of the Contest or the processing of entries; or (vi) injury or damage to persons, including death, or property (including computers) which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt, use or misuse of the Prize or participation in any Prize-related activity. Notwithstanding the foregoing, in the event that the preceding release is determined by a court of competent jurisdiction to be invalid or void for any reason, the entrant agrees that, by entering the Contest, (i) any claims, judgments and awards shall be limited to actual out-ofpocket costs incurred, including costs associated with entering the Contest, but in no event attorney's fees; and (ii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

Entrants hereby acknowledge that Contest Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize.

9. DISPUTES: By entering, you agree that: any and all disputes, claims and causes of action against any of the Contest Entities arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the state or federal courts in New York County, New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any part of this Paragraph or these Official Rules (as applicable) is determined to be invalid or otherwise unenforceable or illegal, the balance of this Paragraph or these Official Rules (as applicable) shall otherwise remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

11. WINNER LIST: The names of the Prize Winner can be obtained by sending a self-addressed, stamped envelope to: Do the KIND Thing: Projects Winner List, P.O. Box 3894, Grand Central Station, New York, NY 10163.

Requests must be received no later than 07/31/2014.

Sponsor: KIND Healthy Snacks, PO Box 705, New York, NY 10018

FOR CANADA ONLY: Any potential winner in Canada must correctly answer a time-limited, skill-testing question to be administered by telephone at a time determined by Sponsor. Any personal information supplied by you in connection with the Contest will be used solely for the purpose of administering the Contest or as you otherwise expressly consent or as required by law.