

**THE WHOLE FOODS MARKET RAINY DAY REDO PROMOTION**  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT’S CHANCES OF WINNING.**

The Whole Foods Market Rainy Day Redo Promotion (“Promotion”) is sponsored by Whole Foods Market (“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 48033.

1. **PROMOTION PERIOD:** The Promotion begins on June 21, 2021 at 12:00 PM Eastern Time (“ET”) and ends on August 9, 2021 at 11:59:59 PM ET (“Promotion Period”). The Promotion includes a maximum of eight (8) possible Fire Drills (each a “Fire Drill”), with one (1) Fire Drill allotted for each Entry Period as outlined in the chart below. The Sponsor will determine if each Fire Drill is triggered.

<b>Entry Period</b>	<b>Start Date at 12:00 PM ET</b>	<b>End Date at 11:59:59 PM ET</b>
<b>1</b>	June 21, 2021	June 21, 2021
<b>2</b>	June 28, 2021	June 28, 2021
<b>3</b>	July 5, 2021	July 5, 2021
<b>4</b>	July 12, 2021	July 12, 2021
<b>5</b>	July 19, 2021	July 19, 2021
<b>6</b>	July 26, 2021	July 26, 2021
<b>7</b>	August 2, 2021	August 2, 2021
<b>8</b>	August 9, 2021	August 9, 2021

Fire Drill entries will not carry forward into subsequent Entry Periods. The Administrator’s computer is the Promotion official clock.

2. **ELIGIBILITY:** This Promotion is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of Sponsor, Administrator, Amazon.com, Inc., MWW Group LLC, Weather Group Television, LLC, , and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, “Promotion Entities”) and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void where prohibited or restricted by law.

Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Promotion. For purposes of the Promotion, an entrant’s residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address.

3. **HOW TO PARTICIPATE:** Upon the start date of each Entry Period, an eligible entrant may visit the Sponsor’s Instagram page @WholeFoods. If there was a “Rainout” (see definition below) during the weekend immediately preceding the Entry Period (as determined by Sponsor and The Weather Channel’s Stephanie Abrams in their sole discretion), entrant will see a call to action (“Call To Action”) that the respective Entry Period Fire Drill is open. To participate in a Fire Drill, an eligible entrant must

visit <https://wfmrainydayredo.com> ("Website") and must complete and submit the registration form including, but not limited to: his/her first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, and zip code. If entrant is one (1) of the first two hundred (200) entrants to register, he/she will be deemed a potential winner. The prizes for each Fire Drill will be awarded in the exact order of eligible entries starting immediately after the Call To Action of each Fire Drill on the Website. **There will only be a Fire Drill Call To Action if Sponsor determines that there was a Rainout the previous weekend. There will only be one (1) Fire Drill per Entry Period. If there is no Rainout during the weekend proceeding an Entry Period (as determined by Sponsor in its sole discretion), then no Fire Drill will be announced and no prizes will be awarded for that respective Entry Period.**

An entrant's eligibility to win a Fire Drill prize is subject to confirmation and verification. Once all of the prizes for each Fire Drill have been awarded, no further prizes will be available for the respective Fire Drill. The awarding of Fire Drill prizes will conclude after all Fire Drill prizes have been awarded for that particular Fire Drill. Entries do not carry over into subsequent Fire Drills and are only eligible for the Fire Drill in which the entry is made.

**Rainout:** A Rainout will be called if it rains for more than 0.01 inch in more than 50% of the continental U.S., meaning the lower forty-eight (48) contiguous states.

#### **Methodology for Calculating Area:**

- A. Area is calculated using the US National Atlas Equal Area projected coordinate system (EPSG:2163)
- B. Units are given in square kilometers
- C. The area is defined as the bounded extent of measurable rainfall
- D. The area of the Lower 48 using this projection is roughly 8 million sq km (8,080,464 sq km)

#### **Data:**

- A. Rainfall is considered anywhere in the lower 48 that had "measurable" rain, which in the weather world is 0.01"
- B. All data comes from the NOAA Regional Climate Center's Applied Climate Information System (RCC-ACIS)
- C. Some notes:
- D. Rainfall estimates are calculated by interpolating over 10,000 individual points of daily precipitation observations across the Lower 48 states
- E. Observations are Saturday midnight to Sunday 11:59 pm

**Entry Limit:** There is a limit of one (1) entry per person per Entry Period. If more than one (1) entry per Entry Period is received from the same person, telephone number and/or e-mail address the entries may, at the Sponsor's sole discretion, be disqualified. Entrants are prohibited from using more than one (1) e-mail address or multiple identities. If it is found or suspected that an entrant is using more than one e-mail address or multiple identities to participate in the Promotion, then that entrant, in Sponsor's sole discretion, may not be eligible to win a prize.

**IMPORTANT:** MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS PROMOTION ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THESE PROMOTION.

ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN A PRIZE IN THIS PROMOTION.

**4. PRIZES, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:**

- A. Entry Period 1 Prizes (200):** Each Entry Period 1 prize includes a beach towel, 365 Brand travel-sized sunscreen with clip, a 365 by Whole Foods Market ("365 Brand") Pistachio Nut Clusters, a coupon for one (1) 12-pack of 365 Brand sparkling water (12 oz. can, any flavor) ("Entry Period 1 Prize"). No more than two hundred (200) Entry Period 1 Prizes will be available in the Promotion. The ARV of each Entry Period 1 Prize is \$32.73.
- B. Entry Period 2 Prizes (200):** Each Entry Period 2 prize includes barbeque tools, an apron, one (1) bottle of 365 Brand BBQ Sauce (plastic bottle), and a coupon for one (1) free pack of 365 Brand frozen plant-based burger patties ("Entry Period 2 Prize"). No more than two hundred (200) Entry Period 2 Prizes will be available in the Promotion. The ARV of each Entry Period 2 Prize is \$26.89.
- C. Entry Period 3 Prizes (200):** Each Entry Period 3 prize includes a canvas bag, a watermelon beachball, a bag of 365 Brand Pretzel Twists, and a coupon for one (1) free mini organic seedless watermelon ("Entry Period 3 Prize"). No more than two hundred (200) Entry Period 3 Prizes will be available in the Promotion. The ARV of each Entry Period 3 Prize is \$21.42.
- D. Entry Period 4 Prizes (200):** Each Entry Period 4 prize includes a water bottle, an avocado pool float, a bag of 365 Brand Pita Chips, and a coupon for one (1) free container of 365 Brand or Whole Foods Market brand refrigerated humus or guacamole (any flavor, 8oz.) ("Entry Period 4 Prize"). No more than two hundred (200) Entry Period 4 Prizes will be available in the Promotion. The ARV of each Entry Period 4 Prize is \$40.99.
- E. Entry Period 5 Prizes (200):** Each Entry Period 5 prize includes a pair of sunglasses, a popsicle imprint mold, a container of 365 Brand spicy cheese curls, and one (1) coupon for one (1) free pint of 365 Brand ice cream (any flavor) ("Entry Period 5 Prize"). No more than two hundred (200) Entry Period 5 Prizes will be available in the Promotion. The ARV of each Entry Period 5 Prize is \$19.69.
- F. Entry Period 6 Prizes (200):** Each Entry Period 6 prize includes a vacuum wine cup, ice cube trays, a box of 365 Brand original water crackers, and coupon for one (1) free block of 365 Brand cheese (8 oz of mozzarella bar, Monterey Jack bar, Colby Jack Bar, Mild Cheddar Bar, Medium Cheddar Bar, Sharp Cheddar Bar, Organic Sharp Cheddar Bar, Organic Mild Cheddar Bar, or Organic Pepper Jack Bar) ("Entry Period 6 Prize"). No more than two hundred (200) Entry Period 6 Prizes will be available in the Promotion. The ARV of each Entry Period 6 Prize is \$16.39.
- G. Entry Period 7 Prizes (200):** Each Entry Period 7 prize is a \$25 Whole Foods Market Gift Card ("Entry Period 7 Prize"). No more than two hundred (200) Entry Period 7 Prizes will be available in the Promotion. The ARV of each Entry Period 7 Prize is \$25.00.
- H. Entry Period 8 Prizes (200):** Each Entry Period 8 prize is \$25 Whole Foods Market Gift Card ("Entry Period 8 Prize"). No more than two hundred (200) Entry Period 8 Prizes will be available in the Promotion. The ARV of each Entry Period 8 Prize is \$25.00.

- I. **Total ARV:** The total ARV of all prizes is \$41,622.
- J. **Odds of Winning:** The odds of winning a prize depend on the number of entrants who participate in each Fire Drill, and the time when each entrant completes his/her entry.
- K. **General Conditions: Prizes for each Entry Period will only be awarded if there is a rainout the weekend prior to each Entry period (as determined by Sponsor in its sole discretion).** There is a limit of one (1) prize per person per Fire Drill. An entrant may participate in the next Entry Period even if they have received a prize in a prior Fire Drill. Details of prizes determined by Sponsor in its sole discretion. In no event will more than one thousand six hundred (1,600) Prizes, two hundred (200) per Fire Drill, be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received.

5. **HOW TO CLAIM A PRIZE:** The potential winners are subject to verification of eligibility and compliance with these Official Rules After the random drawing, Administrator will notify the potential winners via e-mail at the e-mail address provided at the time of registration. Failure to provide all required information and a signature on the documents within the stated time period may result in forfeiture of a winner's right to claim his/her prize, and may result in the prize being awarded to an alternate winner, if time permits. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize, the respective prize may be forfeited. If a prize is forfeited, the Prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. Upon verification of eligibility, the prizes will be mailed or e-mailed to the winners at the physical addresses (P.O. Boxes are not permitted) or e-mail address provided at the time of entry. Any portion of a prize not accepted by winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for his/her prize won. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. The prizes will only be awarded to verified winners.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Promotion e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. Prizes are non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of the prize or force majeure, at Sponsor's sole and absolute discretion. Promotion Entities shall not be held responsible for any delays in awarding a prize for any reason.

6. **LIMITATION OF LIABILITY:** By participating in this Promotion, entrants agree that the Promotion Entities and each of their 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, postage due or undeliverable e-mail/text notifications or postal mail; (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/network

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 to the Promotion; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Promotion and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Promotion Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Promotion, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (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 Promotion; and (iii) 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 Promotion, including, but not limited to, any Promotion-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Promotion; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, 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 a prize (or any component thereof); (d) any change in the prizing (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 prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Promotion is not capable of running as planned (including but not limited to any Force Majeure event), Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner. A "Force Majeure" event is any event beyond the control of Sponsor, including but not limited to, fire, flood, epidemic, pandemic, product recall, transport delay, 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 similar or dissimilar cause.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE PRIZES, 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 A PARTICIPANT AND/OR WINNER IS LIMITED TO US\$100.

7. **DISPUTES:** THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. 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 JAMS 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 MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. 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. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION 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 PROMOTION PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.
8. **PRIVACY:** 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 Promotion. 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>.
9. **PUBLICITY RIGHTS:** By participating in this Promotion, each entrant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Promotion for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
10. **GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Promotion; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Promotion. Any attempted form of participation in this Promotion other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business,

educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION 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.** If any provision of these Official Rules 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 Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion 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 Promotion as set forth in these Official Rules shall prevail.

**11. WINNERS LIST:** For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, - The Whole Foods Market Rainy Day Redo Promotion, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than October 9, 2021.

Customer Service inquiries may be made at [Contact Us](#).

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