

ADOPT A PUFFIN PROGRAM RULES

Eligibility: The Barbara's Adopt A Puffin program ("Program") is only open to permanent legal residents of any age residing in one of the forty-eight (48) contiguous states of the U.S. plus Alaska and Hawaii and the District of Columbia (excluding Guam, Puerto Rico, all other U.S. territories and possessions and all foreign nations). Employees of The Weetabix Company, Inc. ("Sponsor"), Employees of the National Audubon Society ("The Program Administrator") and members of their immediate families (spouses, children, siblings, parents) and/or persons living in the same household as such persons, whether or not related, are ineligible to participate in the Program.

Program Description: Barbara's "Adopt a Puffin" Program is a marketing program that seeks to increase sales of its Puffins Cereals. In exchange for the participant sending twenty (20) eligible UPC codes to the indicated Program address, the Sponsor will then work with its partners to mail the participant the National Audubon Society Puffin Adoption Certificate and Adopted Puffin Biography. The Program is an ongoing event and will continue until terminated by the Sponsor. Prospective participants must fill out the entire form ("Program Form") found at <http://barbaras.com/community/adopt-a-puffin/> ("Website") and send all of the required information to the address on the Program Form with a total of 20 eligible UPC codes to participate. If a prospective participant does not have access to a paper copy of the Program Form, s/he can write to the address in the Program Form with all the requested information and send it with the 20 eligible UPCs to participate. Participants understand that they are providing their information to The Weetabix Company, Inc. and the National Audubon Society. If the participant does not mail in the required number of eligible UPC's, the participant will not be mailed the National Audubon Society Puffin Adoption Certificate and Adopted Puffin Biography ("Adoption Kit"). In the event that a participant sends in fewer than the required 20 eligible UPCs, The Weetabix Company, Inc. will send the eligible UPCs codes back to the return address and contact the participant via email and/or phone to notify the participant how many more UPC codes s/he will need to mail in, in order to receive the National Audubon Society Puffin Adoption Kit. Barbara's reserves the right to deny the participant the Adoption Kit for any reason. A household is not eligible to adopt more than five Puffins per calendar year. Participants should expect to receive the Puffin Adoption Kit via email within 4-8 weeks after mailing the Program Form as described above.

ELIGIBLE UPCs	
UPCs	BARBARA'S PUFFINS CEREALS
0 7061720609 6	Puffins Original
0 7061720608 9	Puffins Honey Rice
0 7061720628 3	Puffins Multigrain
0 7061720610 2	Puffins Cinnamon
0 7061700623 8	Puffins Peanut Butter
0 7061700639 9	Puffins Peanut Butter and Chocolate
0 7061720632 4	Puffins Pumpkin
0 7061720624 4	Puffins Peanut Butter Trader Joe's 24/16oz
0 7061700618 3	Puffins Original Trader Joe's 24/16oz
0 7061700611 4	Puffins Multigrain Trader Joe's 24/16oz
0 7061600616 9	Puffins Cinnamon Trader Joe's 24/16oz

How to Participate: Participants may enter by visiting the Website, printing out the Program Form, and completing the Program Form by providing the following information: e-mail address, first and last name and Puffin name (collectively, "Participant Information"). By filling out the Program Form and sending it to the indicated address the participant agrees to abide by the Program Rules. Participants understand that they are providing their information to the Sponsor and the program administrator. In order to participate in the Program, prospective participants must complete the Program Form and provide all the Participation Information. All required Participant Information must be completed in full, be accurate and valid. Any attempted form of participation other than as described herein is void. Final eligibility for the award of any adoption kit is subject to eligibility verification as set forth below.

ADOPT-A-PUFFIN Program Elements:

The Sponsor will make a donation to National Audubon Society for every Puffin Participant Information submission received from participants in the Program. The Sponsor reserves the right to cap the number of Adoption Kits that it offers through the Program.

National Audubon Society Puffin Adoption Kit (subject to change):

- National Audubon Society Puffin Adoption Certificate
 - A digital certificate congratulating the participant for participating in the program
- National Audubon Society Adopted Puffin Biography
 - A digital biography explaining the Puffin facts on the specific Puffin that the participant adopted.

Elements of the Adoption Kit are subject to change. Every participant who provides at least 20 of the eligible UPCs will receive 1 digital Adoption Kit. The program administrator is not the guarantor of any Adoption Kit.

General Conditions: The Program is subject to these Program Rules and all applicable federal, state and local laws and regulations (collectively "Rules and Laws"). By participating in this Program, participants agree to waive any right

to claim any ambiguity or error in the Program Rules, or the Program itself, and agree to be bound by these Program Rules and by all decisions of the Sponsor and/or the program administrator, whose decisions are binding and final in all respects. By accepting an Adoption Kit, participants attest to the accuracy and authenticity of his/her Program Participant Information. Unless provided otherwise by Sponsor's privacy policy, located at <http://www.barbaras.com/privacy> where permitted by law, participation and acceptance of an Adoption Kit constitutes permission for Sponsor and program administrator to use such name, photo, likeness, biographical information, statement and voice for advertising/publicity purposes worldwide and in all forms of media (including posting on the Website), in perpetuity, without further notice to or compensation in connection with said Program, and Sponsor has the right to modify, edit, adapt, electronically alter, use, assign and/or dispose of such Program Participant Information as it sees fit and without any notice or compensation to participant or any third parties. Any person attempting to defraud or tamper with the Program will be subject to prosecution and is thereby ineligible. If, for any reason, the Program is not capable of running as originally planned, Sponsor reserves the right to cancel, suspend or modify the Program or any portion(s) thereof. In case of a dispute over the identity of a participant who submitted a Program Form, the authorized account holder of the email address associated with that Program Form will be deemed the participant. The "authorized account holder" is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Said owner must comply with these Program Rules, be the person who completed the act of participating, and, in Sponsor's sole discretion, may be required to provide proof of ownership of the email account.

Disclaimers: Program Forms that are illegible, late, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, or otherwise not in compliance with these Program Rules will be disqualified. By participating in the Program, participants agree and acknowledge to be bound by all applicable state and federal Rules and Laws. Participants waive any rights to claim ambiguity with the Rules and Laws. The Sponsor and program administrator shall have no responsibility or liability (including, but not limited to, liability for any property loss, damage, personal or bodily injury or death) in connection with: participation in this Program (including, but not limited to, human error; incorrect or inaccurate transcription of Participant Information; acceptance/possession, use/misuse, and/or defects of the Adoption Kits awarded herein; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or internet service provider utilized by Program; interruption or inability to access Program, Website, or any online service via the internet due to hardware or software compatibility problems; any damage to participant's (or any third person's) computer and/or its contents related to or resulting from any part of this Program; any lost/delayed data transmissions, omissions, interruptions, defects and/or any other errors or malfunctions, even if caused by the negligence of the Sponsor or program administrator. By participating, participants and Adoption Kit winners further agree to release, discharge, indemnify and hold harmless the Sponsor and program administrator from and against any and all claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting or arising, in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Adoption Kit or participation

in the Program or any Program-related activity. The failure of Sponsor to comply with any provision of these Program Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsor (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Program Rules.

DISPUTES: THIS PROGRAM IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE CITY OF BOSTON AND THE COMMONWEALTH OF MASSACHUSETTS. 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 JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED 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 MASSACHUSETTS. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE PLACE OF THE SPONSOR’S CHOOSING. 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, INCLUDING ATTORNEY’S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

First names and locations of program participants may be posted on Barbaras.com.

Sponsor: The Weetabix Company, Inc. 500 Nickerson Rd. Marlborough, MA 01752

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