

Raise The Bar Sweepstakes

OFFICIAL RULES

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.

ENTRY PERIOD(S): May 9th, 2017 at 12:00 AM EST to May 31st, 2017 at 11:59 EST.

SPONSOR: KIND LLC, ("KIND") 1372 Broadway, 3rd Floor, New York, NY 10018

ELIGIBILITY: The Sweepstakes is open to legal residents of the 48 continental United States, the District of Columbia and Canada, excluding Quebec, who are 13 years of age or older. Entrants who have not yet reached the age of majority in the jurisdiction in which they reside, ("Minors") must obtain parental or legal guardian consent to be eligible to enter Sweepstakes. Employees of Sponsor, its affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of such employees are not eligible to enter. Void where prohibited.

TO ENTER: Access the "Raise the Bar" sweepstakes page at www.kindsnacks.com/raisethebar (the "Website") during the Entry Period and vote for your favorite limited edition KIND® bar flavor.

Entrants may only submit one (1) entry a day during the entry period.

Any attempted form of entry other than as set forth here is prohibited; no automatic, programmed, robotic or similar means of entry are permitted. Sponsor shall not be responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by the Sponsor. In the event of a dispute over who submitted an entry, the entry will be deemed to have been submitted by the authorized account holder of the e-mail address submitted with the entry. The authorized account holder is deemed to be the natural person who is assigned to the e-mail address by the relevant entity responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

The Sweepstakes shall be subject to these Official Rules, and by entering, Entrants agree to be bound by the terms and conditions set forth below. The Sponsor reserves the right to make changes to the rules of the Sweepstakes. Entrants are required to provide truthful information and the Sponsor will reject and delete any entry that it discovers to be false, fraudulent, obscene, libelous, or infringing upon third party rights. The Sponsor will disqualify any Entrant who does not meet the eligibility requirements and will also delete any entry as required by law.

PRIZE DRAWINGS: For the Entry Period, one thousand (1,000) potential winners will win one (1) of the limited edition KIND® bar that gains the most votes. If a potential winner shared their participation in the contest on Facebook or Twitter, they will receive two (2) of the limited edition KIND® bars. The Raise the Bar sweepstakes winners will be selected by random drawing from all eligible entries received on or about June 30th, 2017. If the number of Entrants falls below one thousand (1,000), then each Entrant will receive a prize.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter or Facebook. You are providing your information to the Sponsor, and not to Twitter or Facebook.

PRIZE: The Prize will consist of the limited edition KIND® bar flavor which receives the most votes (the “Winning Prize Flavor”). The Winning Prize Flavor will be one of the following flavors: Sangria, Sesame Seaweed, Sweet Pretzel Crunch, or Spiced Fig.

Approximate retail value of each prize: \$1.99

Each prize shall be awarded at random. No cash equivalent shall be made available on prizes. Prizes are non-transferable. No substitution shall be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute any listed prize or prize component for one of equal or greater value if a designated prize or component should become unavailable for any reason. Prizes consist of only those items specifically listed as part of the prize – any item, feature, cost or expense not specifically listed as part of the prize is the sole responsibility of the winners. Allow 120 business days for shipment of prizes. Entrants acknowledge that the Sponsor has not made, and is not in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties, expressed or implied, whether by contract or law, concerning any prize, including without limitation, implied warranties of quality, merchantability, mechanical condition or fitness for a particular purpose. Other restrictions may apply.

Total approximate retail value of all prizes for the Entry Period: up to \$3,980

ODDS OF WINNING: Odds of winning depend on the number of eligible entries received during the Entry Period.

WINNER NOTIFICATION/VERIFICATION: The potential winners will be notified by electronic mail. Sponsor may require each potential winner to complete, sign, and return an Affidavit of Eligibility and Liability/Publicity Release form, and other applicable documents, within seven (7) days of the date on the notification. In order to be declared a Prize Winner, a potential winner who is a resident of Canada will be required to correctly answer a mathematical skill question without assistance of any kind. Any potential winner who answers the question incorrectly will be disqualified and an alternate Entrant will be chosen at random. If the potential winner is under 18, written parental consent will be required. If a potential winner cannot be contacted, fails to timely claim the prize, is disqualified, fails to timely execute and return any required

forms, or if the prize or prize notification is returned as undeliverable for any reason, prize will be forfeited and a substitute winner shall be drawn randomly. If by reason of computer programming, printing, production or other error, more prizes are claimed than the number of prizes set forth in these Official Rules, a random drawing will be held to award the advertised number of prizes. Once verification of eligibility has been correctly received from the Sweepstakes winners, per these Official Rules, the Sweepstakes winners shall be the official "Prize Winner" of the Sweepstakes. The Sweepstakes Winners are responsible for all federal, state, provincial and local tax liabilities.

NO LIABILITY & INDEMNIFICATION: The Sponsor is not responsible for and Entrants release Sponsor from any failures of any kind (whether caused by computer, technical, or human error) which may either limit the Entrant's ability to submit an entry, claim a prize, or otherwise participate in this Sweepstakes, or the Sponsor's ability to include all eligible entries, conduct random drawings, notify potential winners, or otherwise execute this Sweepstakes in the manner intended. Entrants further release and agree to indemnify the Sponsor and Sponsor's agents from all liability, claims, actions, loss, harm, damage, injury, cost or expense including without limitation, property damage, personal injury and/or death which may be sustained in connection with this Sweepstakes, including, but not limited to: (a) the receipt, ownership or use or misuse of any prize awarded; (b) participation in any Sweepstakes-related activity, including, without limitation, travel; (c) any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action; (d) any typographical or other error in these Official Rules or any other materials disseminated by the Sponsor; (e) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with any equipment, systems, networks, lines, satellites, servers, computers, or providers used by an Entrant or the Sponsor(s); (f) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (g) unauthorized human intervention in any part of the entry process or the Sweepstakes; (h) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (i) late, lost, undeliverable, damaged or stolen mail.

PUBLICITY & MARKETING: Acceptance of the prize constitutes permission (except where prohibited) for the Sponsor to use Sweepstakes Winner's name, likeness, biography, statements, voice, image and any other personal characteristics, in all media, for any purpose, including without limitation marketing, promotional and publicity purposes without additional compensation to such winner or any limitation, and such individual releases the Sponsor from any liability with respect to such use. Submission of contact information in connection with this Sweepstakes (whether or not required), including, without limitation, mailing address, phone number, and email address during entry constitutes permission for the Sponsor to add Entrant to the Sponsor's database and to contact Entrant in the future for promotional and other reasons. An Entrant may opt-out of receiving such communications as set forth in the Sponsor's Privacy Policy or as provided within any such marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of the Sponsor's emails).

OTHER TERMS: Decisions of the Sponsor on all matters related to the Sweepstakes are final. The Sponsor reserves the right to extend, suspend, cancel or modify the Sweepstakes for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the Sweepstakes, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Sweepstakes as determined by the Sponsor, in its sole discretion. Sponsor(s) reserves the right to disqualify or prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation or with any provision in these Official Rules. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE (INCLUDING THE ENTRY SITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

GOVERNING LAW & JURISDICTION: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of United States and Canada applicable thereto, without giving effect to any choice of law or conflict of law rules. By entering, you consent to the jurisdiction and venue of the federal, state and local courts located in New York, New York for the resolution of all disputes, and agree that any and all disputes shall be resolved exclusively in those courts. Any and all disputes shall be resolved individually, without resort to any form of class action, and any and all claims shall be limited to actual out-of-pocket costs incurred but shall in no event include attorneys' fees. No punitive, incidental, special, consequential or other damages, including, without limitations, lost profits may be awarded (collectively, "Special Damages"). By entering the Sweepstakes, Entrant waives all rights to claim Special Damages.

WINNERS LIST: For the name(s) of the winner(s), send a self-addressed, stamped envelope to: Raise the Bar Sweepstakes, Winners List Request, KIND LLC PO Box 705, Midtown Station, New York, NY 10018. Residents of Canada may omit postage on the self-addressed envelope. Requests must be received by July 31st, 2017.