

**FRESH & WILD LIMITED TRADING AS WHOLE FOODS MARKET ("Company")
FREE PRIZE DRAW COMPETITION
TERMS AND CONDITIONS**

1. These terms and conditions are the Competition Rules ("Rules") and apply to all free prize draw competitions organized by the Company on www.wholefoodsmarket.com or otherwise ("Competition"). They incorporate the specific rules of particular Competitions as set out in each competition notice ("Competition Notice"). By entering a Competition, entrants agree to be bound by these Rules.

2. The Competition is organised by Fresh & Wild Limited trading as Whole Foods Market of 63-97 Kensington High Street, London W8 5SE.

3. The Company reserves the right to cancel or amend the Competition, the Competition Notice or these Rules at any time without prior notice. Any changes will be posted either within the Competition Notice or these Rules.

4. In the event of any dispute regarding the Rules, Competition Notice, conduct, results and all other matters relating to a Competition, the decision of the Company shall be final and no correspondence or discussion shall be entered into.

Qualifying Entrants

5. To qualify to enter the Competition you must be resident in the United Kingdom and must be at least 18 years of age.

6. Employees of the Company or any company involved in the Competition (including Fresh & Wild Limited and Whole Foods Market) and their families are not eligible to enter the Competition. The Company reserves the right to verify the eligibility of all entrants.

7. Additional eligibility requirements may apply to a specific Competition, e.g. a valid passport, visas and/or driver's licence will be required if the Competition prize includes travel outside the United Kingdom and/or car hire.

8. By entering the Competition, you hereby warrant that all information submitted by you is true, current and complete.

9. The Company assumes that by using its site and entering the Competition (and you warrant that) either you have legal capacity to enter the Competition and agree to the Rules (i.e. that you are of sufficient age and mental capacity and are entitled to be legally bound in contract) or your parents have consented to your entry of the Competition and use of these Rules. Furthermore, if the Competition involves using telephones or mobile phones, the Company assumes and you warrant that you have permission to use such devices.

10. The Company reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of these terms and conditions.

11. In the event that any entrant is disqualified from the Competition, the Company in its sole discretion may decide whether a replacement contestant should be selected. In this event, any further entrant will be selected on the same criteria as the original entrant and will be subject to these Rules.

Competition Entries

12. Only one entry per person per Competition is allowed unless otherwise specified.

13. Competition entries must be made in the manner and by the closing date specified on the Competition Notice. Failure to do so will disqualify the entry.

14. There is no purchase requirement to enter a Competition.

15. Where an offer is made for participation in a Competition involving a premium rate telephone call, the Competition Notice will include details of the estimated length of the call and its anticipated cost, and any other guidance to which the Company must adhere in compliance with ICSTIS rules. Where entry to a Competition is by premium rate telephone call, entry may also be made by post by writing to the address stated in the Competition Notice.

16. The Company cannot accept responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorised access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside its control.

17. Entrants should note that unless stated otherwise, the Company does not accept responsibility for the return of any Competition entries.

Prizes

18. Prize winners will be chosen at random unless specified otherwise in the Competition Notice, from all qualifying entries within 28 days (unless specified otherwise in the Competition Notice) of the closing date specified in the Competition Notice. Tie-breakers will be judged by the Company and, if required by law, by an independent adjudicator. In all matters, the decision of the judge(s) and The Company shall be final and no correspondence or discussion shall be entered into.

19. Prize winners will be notified in the manner and within the time specified on the Competition Notice. Return of any prize notification as undeliverable or failure to reply as specified in the notification within the time stated therein may result in disqualification and selection of an alternate winner. Competition winner(s)' names may be published on the Company's website.

20. Claims for prizes must be made in the manner and within the time specified on the Competition Notice. Failure to claim a prize within this time or in the manner specified may result in disqualification and selection of an alternate winner.

21. Prizes are non-refundable and non-transferable (other than with the prior written consent of Fresh & Wild Limited) and there is no cash alternative. The Company reserves the right to substitute prizes of equal or greater value at any time.

22. Prizes are awarded at the Company's discretion and no prizes will be awarded as a result of improper actions by or on behalf of any entrant.

23. Where a prize may not be appropriate for a younger contestant, the minimum age for entry will be stated in the Competition Notice and must be observed. The Company reserves the right to request written proof of age of any winner.

24. All taxes, insurances, transfers, travel, spending money and other expenses (including meals or personal expenses upgrades etc.) as the case may be, unless specifically stated, are the sole responsibility of the prize winner.

Intellectual Property Rights

25. In consideration of the Company agreeing to consider entrants to the Competition, each entrant hereby assigns to The Company the complete copyright and all other rights in any entry, which shall be for the full period of copyright. The Company shall be free to assign such rights to third parties.

26. Furthermore, any information submitted by you must be personal to and relate specifically to you. You hereby warrant that the information which you submit and/or distribute will not infringe the intellectual property, privacy or any other rights of any third party, and will not contain anything which is libellous, defamatory, obscene, indecent, harassing or threatening. If relevant, The Company reserves the right, but not the obligation, to screen, filter and/or monitor information provided by you and to edit, refuse to distribute or remove the same.

Liability

27. The Company cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the competition or as a result of accepting any prize. The Company is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the Competition. Nothing shall exclude The Company's liability for death or personal injury as a result of its negligence.

28. The Company does not accept any responsibility or liability for accompanying or chaperoning winners of any prizes.

Data Protection and Publicity

29. Winners may be requested to take part in promotional activity and the Company reserves the right to use the names and addresses of winners, their photographs and audio and/or visual recordings of them in any publicity.

30. Any personal data relating to entrants will be used solely in accordance with current UK data protection legislation and will not be disclosed to a third party without the individual's prior consent. Unless consent to do otherwise is procured from entrants personal data will only be used in relation to this competition.

Jurisdiction

31. The Competition and the terms and conditions of this agreement will be governed by English law.