

BIMBO® Global Energy 2018 10k Race Challenge Terms of Participation

The Global Energy 2018 10k Race Challenge (the “Challenge”) starts on June 1, 2018 at 12:00 am Pacific Time (“PT”) and ends on September 23, 2018 at 7:30 am PT (“Challenge Period”). Registrations not received within the Challenge Period will be void.

ELIGIBILITY: Challenge is open to individuals who are 13 years of age or older and legal residents in their jurisdiction of residence and are eligible to participate in this race. Eligible minors will be required to have their parent’s or legal guardian’s execute a Global Energy Race participant release on their behalf prior to being eligible to participate in this Challenge or any Race. Employees of Bimbo Bakeries USA, Inc. (“Promoter”), Grupo Bimbo S.A.B de C.V., Global Energy Staff, and their respective affiliates, subsidiaries, distributors, promotion and advertising agencies, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to participate. Void where prohibited by law. Challenge is subject to all applicable federal, state and local laws. The information you provide will be used for the purposes of Challenge administration.

NCAA/HIGH SCHOOL ELIGIBILITY. By participating in the Challenge you understand and agree that if you are a student-athlete you are responsible for understanding and maintaining your own collegiate/high school eligibility and/or amateur standing. You are aware of, and agree to comply with, all rules, regulations, and bylaws of your high school state association and of any national federation or other organization responsible for administering or regulating interscholastic athletics, and of the NCAA or other regulatory authority, that may be applicable to your participation in the Challenge and understand the consequences of any failure to comply with such rules, including but not limited to, loss of your eligibility to participate in future athletic contests in any sport at the high school, collegiate or other level. **Promoter will not be responsible or liable for your participation in this Challenge resulting in your ineligibility as an amateur athlete or any other consequence of your participation.**

HOW TO PARTICIPATE: During the Challenge Period, visit the Global Energy 2018 website at www.globalenergyrace.com and follow the directions provided to complete the registration form for one (1) of the following five (5) Global Energy 10k races (each, a “Race”) and submit the form to be eligible for such Race (each submitted form, a “Registration”);

Race Location:	Race Date:	Registration must be submitted by:
Los Angeles, CA, USA	9/23/18	9/23/18 at 6:30 AM PT
Philadelphia, PA, USA	9/23/18	9/23/18 at 6:30 AM ET
Phoenix, AZ, USA	9/23/18	9/23/18 at 6:00 AM PT
Orlando, FL, USA	9/23/18	9/23/18 at 6:30 AM ET
Dallas, TX, USA	9/23/18	9/23/18 at 6:30 AM CT

All Registrations must be received by the dates and times specified in the chart above to be eligible for the applicable Race. Limit of one (1) Registration per person throughout the Challenge Period. Registrations received from any person in excess of the stated limitation will be void.

AWARD RECIPIENT DETERMINATION: At the conclusion of each Race, the one (1) men's participant and one (1) women's participant with the best times (1st place finishers) in their respective 10k Race divisions will be deemed potential award recipients (two (2) award recipients total per Race for a combined total of ten (10) award recipients throughout the Challenge). Race times and 1st place finish times will be subject to each participants' ability to follow any/all Race directions and any instructions provided by Race organizer. Promoter's decisions as to the participants with the best times for each 10k Race will be final.

AWARDS (10) (Two (2) awards provided each Race (one (1) male and one (1) female)): A trip for award recipient and one (1) guest to participate in the 2019 Global Energy Race scheduled to take place in Madrid, Spain. Trip includes round-trip international coach air transportation for award recipient and one (1) guest from major gateway airport nearest award recipient's residence (as determined by Promoter) to Madrid, Spain, two (2) nights standard hotel accommodations (one (1) room, double occupancy), ground transportation to/from airport/hotel and hotel/race location, registration for winner and guest to participate in the 2019 Global Energy Race, and breakfast, lunch and dinner for winner and guest while on trip (exact location and cost of each meal to be determined by Promoter and its subsidiaries, in their sole discretion). Approximate Retail Value ("ARV") of each award package: \$5,000.00 USD. Exact date of 2019 Global Energy Race and exact dates of travel will be determined by Promoter, in its sole discretion. Promoter reserves the right to change the travel dates. Actual value may vary depending on city of departure and dates of travel. If, for any reason, Promoter is unable to provide race registrations, no compensation or substitution will be provided; however, the remainder of award package will be awarded and Promoter will have no further obligation to award recipient. Award recipient must be able to travel on dates specified by Promoter or award will be forfeited and Promoter will have no further obligation to such award recipient. Award recipient and guest are responsible for obtaining all required travel documents prior to travel (including but not limited to passports and visas) and must have any/all travel documents valid and in good standing through the date of travel in 2019. Guest must be of legal age of majority in his/her jurisdiction of residence (and at least 18), unless a child or legal ward of award recipient and must sign a liability/publicity release prior to issuance of travel documents. Travel arrangements must be made through Promoter's agent, on a carrier of Promoter's choice. Award recipient and guest must travel together on the same itinerary. Certain travel restrictions may apply. **Please Note:** If guest is a child or legal ward of award recipient, permission from such child's additional parents or legal guardians not traveling on trip must be obtained. The award recipient will be responsible for signing and returning a release on behalf of such child or legal ward and will be solely responsible for obtaining signatures/consent from child's additional parents or legal guardians and any/all additional documentation requested by Promoter's agent prior to travel Limit of one (1) award per person throughout the Challenge Period.

AWARD CONDITIONS: Award recipients may not substitute, assign or transfer an award or redeem an award for cash, but Promoter reserves the right, at its sole discretion, to substitute award (or portion thereof) with one of comparable or greater value. All federal, state and local taxes and withholdings, and any other charges and incidental costs associated with award acceptance and use not specified herein as being provided are the sole responsibility of the award recipients, including, but not limited to any additional ground transportation while on trip, luggage fees, souvenirs, and gratuities. All award details are at Promoter's sole discretion. Released Parties are not responsible for any inability of any award recipient to accept or use any award.

AWARD RECIPIENT NOTIFICATION: Promoter's decisions are final and binding on all matters relating to this Challenge. Potential award recipients will be notified by telephone, mail and/or email and will be required to sign an Affidavit or Declaration of Eligibility, Liability and Publicity Release, which must be returned within three (3) business days of the date of the initial

notification. In the event such notification is undeliverable, the potential award recipient fails to sign and return requested documentation within three (3) business days of date of issuance, or Promoter's inability to contact the team leader within a reasonable time period or noncompliance with these Terms of Participation will result in disqualification and a runner-up for the applicable Race may be notified for the award in question, at Promoter's sole discretion, and the same time frame and requirements will apply to such runner-up.

GENERAL CONDITIONS: By participating, each entrant agrees: (a) to abide by these Terms of Participation and decisions of Promoter, which shall be final and binding in all respects relating to this Challenge; (b) to release, discharge and hold harmless Promoter, Grupo Bimbo S.A.B de C.V., Global Energy Staff, and their respective affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from participant's participation in the Challenge, any Race or any Challenge related activity or the acceptance, possession, use or misuse of any award provided (including any travel or participation in any Race); and (c) to the use of his/her name, voice, performance, photograph/video, award information, image and/or likeness for programming, advertising, publicity, trade and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Promoter and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. By participating, participant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Challenge without the prior consent of the Promoter, which either may withhold in its sole discretion.

MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Registrations; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Challenge, including, without limitation, errors or difficulties which may occur in connection with the administration of the Challenge, the processing of Registrations, the announcement of the awards and award recipients, or in any other Challenge-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Challenge. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Challenge or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Challenge or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Terms of Participation, as solely determined by Promoter, will be disqualified and all associated registrations/photos will be void. Should any portion of the Challenge be, in Promoter's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Promoter, corrupt or impair the administration, security, fairness, or processing of Registrations, Promoter reserves the right at its sole discretion to suspend, modify or terminate the Challenge. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CHALLENGE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CHALLENGE OR ANY RACE MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, PROMOTER RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM

ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

ARBITRATION: Except where prohibited by law, as a condition of participating in this Challenge, participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Challenge, or any award provided, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Challenge), and participant further waives all rights to have damages multiplied or increased.

CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms of Participation, or the rights and obligations of participant and Promoter in connection with the Challenge, shall be governed by, and construed in accordance with, the substantive laws of the Commonwealth of Pennsylvania, USA.

AWARD RECIPIENTS' LIST: For the names of the award recipients, available after October 5th, 2018, send a self-addressed stamped envelope to: Global Energy 2018 10k Race Challenge Award recipients, 300 E 5th Ave, Suite 645 Naperville IL 60563 for receipt by November 4th, 2018.

PROMOTER: Bimbo Bakeries USA, Inc., 245 Business Center Dr., Horsham, PA 19044.