SPARTANNASH "SCORE BIG" SWEEPSTAKES

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF, AND CURRENTLY RESIDING WITHIN, MICHIGAN, MINNESOTA, IOWA, WISCONSIN, NORTH DAKOTA, SOUTH DAKOTA NEBRASKA AND INDIANA WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY AND ONLY VALID IN MICHIGAN, MINNESOTA, IOWA, WISCONSIN, NORTH DAKOTA, SOUTH DAKOTA NEBRASKA AND INDIANA. VOID WHERE PROHIBITED.

1. <u>NO PURCHASE NECESSARY TO PARTICIPATE OR WIN</u>. You do not have to visit or make a purchase at any of Sponsor's Stores (as defined below) to participate in this Sweepstakes or to win a prize. The Sweepstakes is subject to these Official Rules and all federal, state and local laws, and is void where prohibited by law.

2. <u>PROMOTION PERIOD</u>. The Sweepstakes begins at or about 12:00:01 AM Eastern Time ("ET") on September 11, 2022 and ends at or about 11:59:59 PM ET on November 5, 2022 ("Promotion Period"). The Sponsor's computer is the Sweepstakes' official clock.

3. <u>HOW TO ENTER</u>.

Α. YES, Fresh Rewards or Advantage loyalty card: To be entered in this Sweepstakes via YES, Fresh Rewards or Advantage loyalty card, you must have a registered YES, Fresh Rewards or Advantage Card account. If you do not already have a registered YES or Fresh Rewards account, you can register by (i) going to www.shopvgs.com, www.shopfamilyfare.com, or www.shopdwfreshmarket.com and clicking "Join Yes" or www.shopforesthillsfoods.com and clicking "Join Fresh" (ii) downloading the mobile app for Family Fare, D&W Fresh Market, VG's Grocery, or Forest Hills Foods (each, a "Sponsor Store" and collectively, the "Sponsor's Stores"), all of which are available for free on the Apple App Store and the Google Play Store. Once you have downloaded the mobile app for any of Sponsor's Stores, click "Need a login?" to create a registered YES or Fresh Rewards account. If you do not already have a registered Advantage Card account, you can register by (i) going to https://martinssupermarkets.com/advantage-card-form (ii) downloading the mobile app for Martin's Supermarket (each, a "Sponsor Store" and collectively, the "Sponsor's Stores"), of which is available for free on the Apple App Store and the Google Play Store. Once you have downloaded the mobile app for any of Sponsor's Stores, click "Need a login?" to create a registered Advantage Card account. During the Promotion Period and subject to the deadlines in Section 6 below, you will receive one (1) entry into the Sweepstakes for every three (3) participating items purchased within one transaction at any of Sponsor's Stores locations and using your YES, Fresh Rewards or Advantage loyalty card at checkout. Participating items will be listed on www.shopscorebig.com/rules, and may change throughout the promotion. YES, Fresh Rewards or Advantage loyalty card entries will be valid for drawings occurring on or after the entry deadlines in Section 6 below. Once a YES, Fresh Rewards or Advantage loyalty card entry becomes valid, it will remain valid for all subsequent drawings for the duration of the Promotion Period unless such YES, Fresh Rewards or Advantage loyalty card entry has previously been selected as a winner for any prize. Entries made via YES, Fresh Rewards or Advantage loyalty card will be deemed to have been made by the natural person registered to the YES, Fresh Rewards or Advantage loyalty card account, regardless of who actually makes the purchase, as long as such person is otherwise eligible in accordance with these Official Rules.

B. Mail-In: You can also be entered in this Sweepstakes without visiting or making a purchase at any of Sponsor's Stores by hand printing your full name, street address, phone number, email address (optional), and date of birth on a 3"x5" piece of paper and mailing it in a stamped envelope to: c/o SpartanNash – Score Big Promotion, 850 76TH ST SW, BYRON CENTER, MI 49315-9386 ("Mailed Entries"). During the Promotion Period and subject to the deadlines in Section 6 below, Mailed Entries will be limited to one (1) entry per envelope. No mechanically reproduced Mailed Entries are permitted. Mailed Entries will be valid for drawings occurring on or after the entry deadlines set forth in Section 6 below. Once a Mailed Entry becomes valid, it will remain valid for all subsequent

drawings for the duration of the Promotion Period unless such Mailed Entry has previously been selected as a winner for any prize. There is no limit to number of entries through any method.

4. <u>ELIGIBILTY</u>. The Sweepstakes is open only to residents of Michigan, Minnesota, Iowa, Wisconsin, North Dakota, South Dakota, Nebraska, and Indiana who are at least eighteen (18) years of age at the time of entry, nineteen (19) in Nebraska and is only valid in the state of Michigan, Minnesota, Iowa, Wisconsin, North Dakota, South Dakota Nebraska, and Indiana. Employees (and their families, and members of their households, whether or not related) of SpartanNash Company, including its affiliated companies, are not eligible to receive a prize. To learn the identity of a prize winner (available after November 21, 2020), send a self-addressed, stamped envelope to: c/o SpartanNash Score Big, 850 76TH ST SW, BYRON CENTER, MI 49315-9386. All such requests must be received by December 5, 2020, by 12:00:00 PM ET.

5. <u>AGREEMENT TO OFFICIAL RULES AND DECISIONS</u>. By entering in the Sweepstakes, you fully and unconditionally agree to be bound by and accept these Official Rules and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of entries, the selection of participants and winner(s), and the awarding of prizes), which are final and binding in all respects.

6. <u>WEEKLY PRIZES</u>. For each calendar week during the Promotion Period, Sponsor will randomly select winners for each of the first prize, second prize, and third prize applicable to such calendar week. The entry deadlines, draw dates, and prizes, are as follows:

Entry Deadline for YES,	Entry Deadline for Mailed	Draw Date	Prizes
Fresh Rewards or Advantage	Entries		
loyalty card entries			
9/17/22	Received by: 9/22/22	9/23/22	First Prize: Week 1
9/24/22	Received by: 9/29/22	9/30/22	First Prize: Week 2
10/01/22	Received by: 10/06/22	10/07/22	First Prize: Week 3
10/08/22	Received by: 10/13/22	10/14/22	First Prize: Week 4
10/15/22	Received by: 10/20/22	10/21/22	First Prize: Week 5
10/22/22	Received by: 10/27/22	10/28/22	First Prize: Week 6
10/29/22	Received by: 11/03/22	11/04/22	First Prize: Week 7
11/05/22	Received by: 11/10/22	11/11/22	First Prize: Week 8
9/17/22	Received by: 9/22/22	9/23/22	Second Prize: Week 1
9/24/22	Received by: 9/29/22	9/30/22	Second Prize: Week 2
10/01/22	Received by: 10/06/22	10/07/22	Second Prize: Week 3
10/08/22	Received by: 10/13/22	10/14/22	Second Prize: Week 4
10/15/22	Received by: 10/20/22	10/21/22	Second Prize: Week 5
10/22/22	Received by: 10/27/22	10/28/22	Second Prize: Week 6
10/29/22	Received by: 11/03/22	11/04/22	Second Prize: Week 7
11/05/22	Received by: 11/10/22	11/11/22	Second Prize: Week 8
9/17/22	Received by: 9/22/22	9/23/22	Third Prize: Week 1
9/24/22	Received by: 9/29/22	9/30/22	Third Prize: Week 2
10/01/22	Received by: 10/06/22	10/07/22	Third Prize: Week 3
10/08/22	Received by: 10/13/22	10/14/22	Third Prize: Week 4
10/15/22	Received by: 10/20/22	10/21/22	Third Prize: Week 5
10/22/22	Received by: 10/27/22	10/28/22	Third Prize: Week 6
10/29/22	Received by: 11/03/22	11/04/22	Third Prize: Week 7
11/05/22	Received by: 11/10/22	11/11/22	Third Prize: Week 8
9/17/22	Received by: 9/22/22	9/23/22	Fourth Prize: Week 1
9/24/22	Received by: 9/29/22	9/30/22	Fourth Prize: Week 2
10/01/22	Received by: 10/06/22	10/07/22	Fourth Prize: Week 3

10/08/22	Received by: 10/13/22	10/14/22	Fourth Prize: Week 4
10/15/22	Received by: 10/20/22	10/21/22	Fourth Prize: Week 5
10/22/22	Received by: 10/27/22	10/28/22	Fourth Prize: Week 6
10/29/22	Received by: 11/03/22	11/04/22	Fourth Prize: Week 7
11/05/22	Received by: 11/10/22	11/11/22	Fourth Prize: Week 8
9/17/22	Received by: 9/22/22	9/23/22	Fifth Prize: Week 1
9/24/22	Received by: 9/29/22	9/30/22	Fifth Prize: Week 2
10/01/22	Received by: 10/06/22	10/07/22	Fifth Prize: Week 3
10/08/22	Received by: 10/13/22	10/14/22	Fifth Prize: Week 4
10/15/22	Received by: 10/20/22	10/21/22	Fifth Prize: Week 5
10/22/22	Received by: 10/27/22	10/28/22	Fifth Prize: Week 6
10/29/22	Received by: 11/03/22	11/04/22	Fifth Prize: Week 7
11/05/22	Received by: 11/10/22	11/11/22	Fifth Prize: Week 8
9/17/22	Received by: 9/22/22	9/23/22	Sixth Prize: Week 1
9/24/22	Received by: 9/29/22	9/30/22	Sixth Prize: Week 2
10/01/22	Received by: 10/06/22	10/07/22	Sixth Prize: Week 3
10/08/22	Received by: 10/13/22	10/14/22	Sixth Prize: Week 4
10/15/22	Received by: 10/20/22	10/21/22	Sixth Prize: Week 5
10/22/22	Received by: 10/27/22	10/28/22	Sixth Prize: Week 6
10/29/22	Received by: 11/03/22	11/04/22	Sixth Prize: Week 7
11/05/22	Received by: 11/10/22	11/11/22	Sixth Prize: Week 8

A. **First Prize:** For each calendar week during the Promotion Period, one (1) winner will be randomly selected to receive one (1) "First Prize" as indicated below for the applicable week

First Prize: Week 1: Home Fitness Makeover for one (1) awarded as a \$5,000 cash prize (in the form of a check) intended to be used towards the purchase of home gym equipment such as treadmill, elliptical, weight rack and free weights, and gym apparel. Cash prizes have an intended use but are awarded monetarily with no legal restrictions upon use to the winner. (ARV \$5,000)

First Prize: Week 2: Electronics Giveaway for one (1) awarded as a \$5,000 cash prize (in the form of a check) intended to be used towards the purchase of electronics such as a Smart TV, laptop or tablet, gaming system, and Bluetooth speaker. Cash prizes have an intended use but are awarded monetarily with no legal restrictions upon use to the winner. (ARV \$5,000)

First Prize: Week 3: FREE Groceries for one (1) year in the form of fifty-two (52), \$100 gift cards redeemable at any of Sponsor's Stores (ARV: \$5,200).

First Prize: Week 4: KitchenAid Equipment Makeover for 3 (3). Prize includes one (1) KitchenAid 600 Series Countertop Mixer, one (1) Gourmet Pasta Press attachment, one (1) Food Processor with Commercial Style Dicing Kit attachment, one (1) Fresh Prep Slicer/Shredder attachment, one (1) KitchenAid Countertop Oven with Air Fry, one (1) KitchenAid Espresso Machine, one (1) KitchenAid Blender, one (1) KitchenAid Slow Cooker and one (1) \$1,000 gift card redeemable at any of Sponsor's stores. (ARV: \$2,810, Total First Prize Week 2 ARV: \$8,430).

First Prize: Week 5: Couples Getaway for one (1) \$5,000 cash prize (awarded in the form of a check) intended to be used towards hotel stay, airfare and dining. Cash prizes have an intended use but are awarded monetarily with no legal restrictions upon use to the winner. (ARV \$5,000)

First Prize: Week 6: FREE Groceries for one (1) year in the form of fifty-two (52), \$100 gift cards redeemable at any of Sponsor's Stores (ARV: \$5,200).

First Prize: Week 7: Home Furnishings Giveaway for (1). \$5,000 cash prize (awarded in the form of a check) intended to be used towards the purchase of home furniture and décor of the winner's choosing. Cash prizes have an intended use but are awarded monetarily with no legal restrictions upon use to the winner. (ARV \$5,000)

First Prize: Week 8: Family Vacation Package for one (1). \$5,000 awarded in the form of a voucher subject to the terms and conditions of the vendor providing this prize (Direct Travel, Inc.).

- B. **Second Prize:** For each calendar week during the Promotion Period, two (1) winners will be randomly selected to receive one (1) "Second Prize" consisting of FREE Groceries for one (1) year in the form of fifty-two (52), \$100 gift cards redeemable at any of Sponsor's Stores (ARV: \$5,200, Total Second Prize ARV: \$41,600).
- C. **Third Prize:** For each calendar week during the Promotion Period, three (3) winners will be randomly selected to receive one (1) "Third Prize" consisting of a \$1,000 Banner Gift Card, which can be used at SpartanNash stores. (ARV: \$1000, Total Third Prize ARV: \$24,000).
- D. Fourth Prize: For each calendar week during the Promotion Period, three (3) winners will be randomly selected to receive one (1) "Fourth Prize" consisting of either a Starbucks, Home Depot or Amazon gift card for \$500 chosen by Sponsor. (ARV: \$500, Total Fourth Prize ARV: \$12,000).
- E. **Fifth Prize:** For each calendar week during the Promotion Period, five (5) winners will be randomly selected to receive one (1) "Fifth Prize" consisting of a one- year subscription to Fast Lane and Groceries to Go for free grocery pickup, and half-off grocery delivery (with a \$50 minimum basket). Grocery orders can be placed online at www.shopthefastlane.com or www.martinsgroceriestogo.com/and picked up at winner's chosen location. (ARV: \$49.99, Total Fifth Prize ARV \$1,999.60).
- F. Sixth Prize: For each calendar week during the Promotion Period, one (1) winner will be randomly selected to receive one (1) "Sixth Prize" consisting of a \$500 Visa gift card. (ARV: \$500, Total Sixth Prize ARV: \$4,000).
- A. Prize Delivery and Terms for All Prizes: TOTAL ARV of all Prizes is \$177,429.60 For each of the prizes above except as noted for the Grand Prize, delivery will be made to the street address provided by the winner. No prize substitutions or exchanges will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of any prize. Gift cards, coupons, and checks are subject to rules and restriction of the gift card, coupon, or check. Notwithstanding and in addition to the substitution of prizes due to unavailability, you acknowledge and agree that due to COVID-19 or similar circumstances, travel and other experiential prizes may not be awardable for various reasons, and in addition to the substitution rights of Sponsor, Sponsor may (but is not obligated to) substitute a different experiential prize with different components which may or may not be similar or different to the original prize, and at an undetermined time and place (which alternate experiential prize is also subject to further substitution or change due to such circumstances), and which may be of a lesser value than the announced value of the original prize, and any difference in value shall not be redeemable in cash or other consideration, and entrant shall have no claim to any such difference in value. All prize details are at the sole discretion of the Sponsor. Winner cannot assign or transfer the prize to another person. All other costs and expenses associated with the acceptance and use of the prize

not stated in the prize description above as being provided including, but not limited to, all federal, state and local taxes, insurance, title fees, will be the sole responsibility of the winner. If a prize cannot be awarded due to circumstances beyond the control of Sponsor, a substitute prize of equal or greater retail value may be awarded. If a Winner cannot accept a prize, or any portion thereof, as stated, the prize may be forfeited at the sole discretion of Sponsor. The value of the prize represents Sponsor's good faith determination of the maximum retail value thereof. No refunds or credit for changes are allowed. The ARV of any prize is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV/MSRP is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. All taxes on the Prize, if any, and other expenses related to accepting and/or using the Prize not listed in these Official Rules are the sole responsibility of the Winner, who may receive an IRS Form 1099 reflecting the fair market value of the Prize in the name of the Winner for the calendar year in which the Prize was won, if applicable. Winner and guest(s) agree to comply with all venue and location rules and regulations. Failure to do so may result in forfeiture of such portion of prize. Guest(s) must be of legal age of majority in his/her jurisdiction of residence (and at least 18) unless a guest is a child or legal ward of the winner. Certain travel restrictions may apply, and all travel arrangements, tickets, lodging, and event tickets are the sole responsibility of the winner. All other costs and expenses associated with the acceptance and use of the prize not stated in the prize description above as being provided including, but not limited to, all federal, state and local taxes, insurance, luggage fees, meals and beverages, gratuities, incidentals, souvenirs, and all personal expenses of any kind or nature, will be the sole responsibility of the winner. No more than the stated number of prizes will be awarded. PRIZES AWARDED "AS-IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SPONSOR (INCLUDING EACH OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND AFFILIATES) EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY ARISING FROM USE OR REDEMPTION OF A PRIZE, AS FURTHER SET FORTH IN THESE OFFICIAL RULES. INCLUDING BUT NOT LIMITED TO ANY DAMAGES OR INJURIES SUSTAINED BY A WINNER FOR ANY REASON, INCLUDING FROM ANY PART OF THE PRIZE OR ANY OTHER CAUSE(S) BEYOND SPONSOR'S REASONABLE CONTROL.

- B. How to Win/Odds of Winning. Odds of winning depend on the number of entries to the Promotion. For each weekly prize, the winner will be selected in a random drawing pursuant to this Section 6. The random drawing will be made from among all eligible entries received during the relevant Promotion Period. You do not need to visit or make a purchase at any of Sponsor's Stores to win. The potential winners of each weekly prize will be notified by a representative of Sponsor via email or phone on or after the day of the drawing. The potential winners must respond to such notification within two (2) calendar days after notification. If a potential winner fails to respond within two (2) calendar days or declines to accept the prize, such potential winner will be disqualified, the applicable entry will no longer be valid, and Sponsor will select an alternate winner from the remaining entries. If, for any reason, more potential winners are notified than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the prizes through a random drawing from among all eligible potential winners so notified.
- C. Affidavit and Release. Sponsor may require that each Winner complete an Affidavit of Eligibility and Release of Liability and Publicity along with any required tax information or eligibility documentation, which shall be completed, signed and returned to Sponsor within three (3) business days of receipt by each Winner, or the corresponding Prize may be forfeited, and, at Sponsor's sole discretion, an alternate Prize Winner may be selected from all remaining eligible entrants. In such event, each Winner who failed to return the Affidavit of Eligibility and Release of Liability and Publicity within three (3) business days of receipt immediately forfeits the Prize in full and

immediately releases any and all claims against Sponsor for delivery of such Prize. If Winner is determined, by Sponsor, in its sole and absolute discretion, to not be in compliance with these Official Rules, Sponsor may determine, in its sole and absolute discretion, that such Winner has forfeited the Prize and, at Sponsor's sole discretion, an alternate Winner may be selected from all remaining eligible entries.

7. <u>GRAND PRIZE</u>.

A. **Drawing.** After the final draw date for the weekly prizes in Section 6 above, on or about November 15, 2022 Sponsor will randomly select one winner from all valid entries for a chance to win the Grand Prize, which is one (1) truck, intended to be a 2022 F-150. Prize will be awarded in the form of a check. Cash prizes have an intended use but are awarded monetarily with no legal restrictions upon use to the winner. (<u>ARV: \$50,000</u>). Winner may be required to pay tax and title fees. IN NO EVENT WILL MORE THAN ONE (1) GRAND PRIZE BE AWARDED. No substitutions or exchanges will be allowed for the Grand Prize, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of the Grand Prize.

B. Grand Prize Event. Sponsor may facilitate the purchase of a truck or vehicle at a dealership located near the winner and host a Grand Prize Event. There is no obligation for Sponsor to offer a Grand Prize event and no obligation for winner to attend such event to win. The Grand Prize Event has no monetary value.

C. Affidavit and Release. Sponsor may require that the Grand Prize Winner complete an Affidavit of Eligibility and Release of Liability and Publicity along with any required tax information or eligibility documentation, which shall be completed, signed and returned to Sponsor within three (3) business days of receipt by the Grand Prize Winner, or the corresponding Grand Prize may be forfeited, and, at Sponsor's sole discretion, an alternate Grand Prize Winner may be selected from all remaining eligible entrants. In such event, the potential Grand Prize Winner who failed to return the Affidavit of Eligibility and Release of Liability and Publicity within three (3) business days of receipt immediately forfeits the Grand Prize in full and immediately releases any and all claims against Sponsor for delivery of such Grand Prize. If the Grand Prize Winner is determined, by Sponsor, in its sole and absolute discretion, that such Grand Prize Winner has forfeited the Grand Prize and, at Sponsor's sole discretion, an alternate Grand Prize winner has forfeited the Grand Prize and, at Sponsor's sole discretion, an alternate Grand Prize winner may be selected from all remaining eligible entries.

D. Terms for Grand Prize: No prize substitutions or exchanges will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of any prize. All prize details are at the sole discretion of the Sponsor. Winner cannot assign or transfer the prize to another person. All other costs and expenses associated with the acceptance and use of the prize not stated in the prize description above as being provided including, but not limited to, all federal, state and local taxes, insurance, title fees, will be the sole responsibility of the winner. If a prize cannot be awarded due to circumstances beyond the control of Sponsor, a substitute prize of equal or greater retail value may be awarded. If a Winner cannot accept a prize, or any portion thereof, as stated, the prize may be forfeited at the sole discretion of Sponsor. The value of the prize represents Sponsor's good faith determination of the maximum retail value thereof. No refunds or credit for changes are allowed. The ARV of any prize is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV/MSRP is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. All taxes on the Prize, if any, and other expenses related to accepting and/or using the Prize not listed in these Official Rules are the sole responsibility of the Winner, who will receive an IRS Form 1099 reflecting the fair market value of the Prize in the name of the Winner for the calendar year in which the Prize was won, if applicable. PRIZES IS AWARDED "AS-IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SPONSOR (INCLUDING EACH OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND AFFILIATES) EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY

ARISING FROM USE OR REDEMPTION OF A PRIZE, AS FURTHER SET FORTH IN THESE OFFICIAL RULES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES OR INJURIES SUSTAINED BY A WINNER FOR ANY REASON, INCLUDING FROM ANY PART OF THE PRIZE OR ANY OTHER CAUSE(S) BEYOND SPONSOR'S REASONABLE CONTROL.

8. ODDS OF WINNING. Odds of winning in any of the random drawings will be determined by the number of entries received.

9. GENERAL CONDITIONS. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award the prize at random from among eligible, non-suspect entries received up to the time of suspected impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of this Sweepstakes is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules or any other provision or any other provision of these Official Rules.

10. **RELEASE.** By entering the Sweepstakes, you release Sponsor and its parents, subsidiaries and affiliates and the officers, directors, employees and agents of each ("Released Parties") from any and all liability of any kind for any loss, harm, damage, personal injury and/or death, arising out of participation in this Sweepstakes and/or the acceptance, use or misuse of any prize, including the Grand Prize, and grant permission to Sponsor to use your name, street address, city, and state for advertising, trade and promotional purposes in all media without additional compensation or notice wherever lawful. All federal, state and local taxes and fees, if any, and any other expenses on the receipt and use of any prize, including the Grand Prize, are solely the winner's responsibility.

11. **LIMITATIONS OF LIABILITY.** Released Parties are not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, postage due or misdirected entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, wireless, mobile, texting or computer online systems, networks or lines, telephone, wireless, mobile, texting or computer online systems, networks or lines, telephone, wireless, mobile, texting or computer online systems, networks or lines, telephone, wireless, mobile, texting or computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service, including, without limitation, telephone, wireless, mobile, texting or computerized service; (d) unauthorized intervention in any part of the entry process or the Sweepstakes; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Sweepstakes or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer or wireless device, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes, or from viewing, playing or downloading any material from Sponsor's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's websites by a hypertext link.

12. <u>PUBLICITY</u>. Except where prohibited by law, participation in the Sweepstakes constitutes each winner's consent to Sponsor's (and its designees', successors' and assigns') use of your name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent.

13. <u>DISPUTE RESOLUTION</u>. You agree that: (1) any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within Kent County, Michigan, (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no

circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim punitive, incidental, or consequential damages, any other damages other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of you and Sponsor in connection with this Sweepstakes, shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan.

14. <u>DATA PRIVACY</u>. Information you provide to Sponsor will be used to communicate with you in relation to this Sweepstakes as well as to contact you at a later date with respect to products or services which the Sponsor believes may be of interest to you. Personal information will be handled in accordance with Sponsor's privacy policy available at www.shopfamilyfare.com, www.shopdwfreshmarket.com, www.shopygs.com, www.shopforesthillsfoods.com, or www.martins-supermarkets.com.

15. <u>OFFICIAL RULES</u>. THE OFFICIAL RULES ARE AVAILABLE AT THE CUSTOMER SERVICE COUNTER IN EACH STORE LOCATION AND AT SPONSOR'S WEBSITE LOCATED AT WWW.SHOPSCOREBIG.COM OR BY SENDING A SELF-ADDRESSED POSTAGE-STAMPED ENVELOPE TO SPARTANNASH "SCORE BIG SWEEPSTAKES OFFICIAL RULES REQUEST" C/O SPARTANNASH, 850 76TH ST SW, PO BOX 8700, GRAND RAPIDS, MI 49518-8700.

16. <u>WINNERS' LIST</u>. To request the name of the Sweepstakes winner or these rules, send a self-addressed postage-stamped envelope "SCORE BIG SWEEPSTAKES" - Winners List Request, c/o SpartanNash, 850 76TH ST SW, BYRON CENTER, MI 49315-9386. Requests must be received by December 5, 2020.

17. <u>SPONSOR</u>. This Sweepstakes is sponsored by SpartanNash Company, 850 76TH ST SW, BYRON CENTER, MI 49315-9386. Sponsor reserves the right to cancel this Sweepstakes at any time and substitute another promotion in its place.

©2022 SpartanNash. All rights reserved. As participant in the Sweepstakes, you are hereby authorized to copy these Official Rules on the condition that it will be for your personal use and not for any commercial purpose whatsoever.