

OUR FAMILY CARES GIVEAWAY PROMOTION

Official Rules

1. NO PURCHASE NECESSARY TO PARTICIPATE OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Participants do not have to visit or make a purchase at any of Sponsor's stores to participate in the Promotion or to receive a prize. Valid only in Indiana, Kentucky, Ohio. Open only to Associates at Needlers Fresh Market, Kohls Community Markets and Remke Markets. The Promotion is subject to these Official Rules and all federal, state and local laws, and is void where prohibited by law. The promotion consists of 17 separate promotions, one for each eligible store.

2. PROMOTION PERIOD.

The Promotion begins at or about 12:00:00 AM Eastern Daylight Time ("EDT") on April 14, 2025 and ends at 11:59:59 PM EDT on April 27, 2025 ("Promotion Period"). The Sponsor's computer is the Promotion's official clock.

3. HOW DO I ENTER?

Visit Our Website: <https://ourfamilyfoods.com/our-family-cares-giveaway>. During the Promotion Period, your favorite registered 501(c)(3) charitable nonprofit organization can be entered in the Promotion when you nominate them for the prize. Entries made by completing the online entry form will be limited to one (1) entry per person and IP address (regardless of whether that person has more than one (1) Mobile Device or more than one (1) e-mail address). To enter the competition, each entrant must submit the following materials during the submission period (an "Entry"):

- Your Name
- The store where you work
- Name of nonprofit organization
- Nonprofit contact information (email and phone)
- An explanation why you believe this nonprofit organization aligns with the purpose of the Our Family Cares program. They need to meet our criteria of "making our communities better places to live, play and grow."

Entry must conform to the following Entry Requirements:

- **Entry may not include any intellectual property of third parties, including copyrighted material or third-party trademarks (except as provided herein);**
- Entry cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission;
- Entry cannot be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity;
- Entry cannot promote illegal drugs or firearms (or the use of any of the foregoing), or any activities that may appear unsafe or dangerous, or any particular political agenda or message (in the sole opinion of the Sponsor);
- Entry cannot be obscene or offensive, endorse any form of hate or hate group;
- Entry cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies;
- Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate;
- Entry cannot depict, and cannot itself, be in violation of any law;
- No hard copy submissions will be accepted; and
- New drafts, substitutions or corrected pages will not be accepted after initial submission.

Entry must be suitable for broadcast at Sponsor's sole discretion. By submitting an Entry, entrant warrants and represents that such Entry is his/her original creation (a modification of an existing work does not qualify as original), entrant is the sole copyright owner of the Entry, that the Entry is true and verifiable, that the Entry has not been previously broadcast, submitted to or entered in any competition or won any awards, and that his/her Entry does not violate any law, regulation or any right of any third-party, including, without limitation, the publicity, intellectual property or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary right.

By submitting an Entry, entrant acknowledges and agrees that Sponsor may obtain many submissions under this Promotion and that such Entries may be similar or identical in theme, idea, format or other respects to others submitted under this Promotion and/or other promotions staged and/or sponsored by the Sponsor, or to other ideas conceived by or provided to Sponsor and entrant waives any and all claims entrant may have had, may have, and/or may have in the future, that any Entry and/or other works accepted, reviewed and/or used by the Sponsor (or their designees) may be similar to his/her Entry. Except where prohibited by law, each entrant acknowledges and agrees that the Sponsor does not have now, nor shall it have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of any copyright in and to entrant's Entry. Entrant agrees that Entry may be posted on Sponsor websites. Released Parties are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry. Entrants agree that they will not use the Entry for any other purpose, including, without limitation, posting the Entry to any online social networks, without the express consent of the Sponsor in each instance. Any Entry that does not comply with these requirements, in the opinion of the judges or the Sponsor, may be disqualified. By submitting an Entry, entrant agrees that his/her submission is gratuitous and made without restriction, and will not place Sponsor under any obligation; that Sponsor is free to disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to entrant and/or anyone depicted in the Entry. Sponsor reserves the right to waive the Promotion entry requirements set forth herein in its reasonable discretion. Sponsor reserves the right, in its reasonable discretion, during or upon completion of the Entry Period, to request that any entrant resubmit his or her Entry which fails to comply with the Promotion entry requirements prior to any judging period.

LICENSE/USE OF ENTRIES: By submitting or appearing in an Entry, entrant hereby grants to Sponsor a royalty free and fully paid up, irrevocable, worldwide perpetual license to edit, publish, use, adapt, exploit, and modify any Entry (and all elements embodied therein), including, without limitation the images, names, likenesses of any persons or locations embodied therein, online, in print, film, television, or in any other media now known or hereafter devised, without compensation, notification or permission from entrant, anyone appearing in the entry, or any third party and display the Entry on Sponsor's website, and third party websites and otherwise use the Entry in accordance with these Official Rules, in any and all media now known or hereafter devised.

4. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By entering in the Promotion, each participant fully and unconditionally agrees 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 the winner, and the awarding of the prizes), which are final and binding in all respects.

5. WINNER SELECTION The Promotion consists of 17 Separate Promotions, one for each eligible store. Entrant submissions will be judged on a store by store basis on their submission and how the charity fulfills the criteria of "making our communities better places to live, play and grow."

Judges will use this criteria:

- making our communities better places to live (33.3%)
- making our communities better places to play (33.3%)
- making our communities better places to grow (33.3%)

The entries involved in the tie will be re-judged by an additional judge who will serve as a tiebreaker and who will evaluate tied entries according to the criteria listed above.

Judging panel will consist of a qualified panel of judges.

One winning charity will be selected from each eligible store's submission(s) (each a "Winning Charity" and collectively the "Winning Charities") and will be notified on or about May 2, 2025, by a representative of Sponsor via

email. Winning Charities are responsible for all federal, state and local taxes and any other costs, expenses and fees associated with prize, if any.

6. WHAT CAN I WIN? Seventeen (17) Winning Charities, one from each eligible store, will be selected to win a \$500 donation based upon the entries of Entrants. Limit one prize per charity. If a donation cannot be made to a Winning Charity for any reason, an alternative Winning Charity may be selected.

Total Value For All Prizes: \$9500

No prize substitutions or exchanges will be allowed, except by Sponsor, whom reserves the right to substitute a prize of equal or greater value in case of unavailability of any prize or a force majeure event.

7. AM I ELIGIBLE? The Promotion is open to Associates at Needlers Fresh Market, Kohls Community Markets and Remke Markets who are residents of Indiana, Kentucky, Ohio, whom are at least eighteen (18) years old at the time of entry. Only associates at one of the stores in the drop down menu on the entry page are eligible to nominate a charity. Only 501c3 nonprofit organizations within the in the Needler, Remke and Kohl's Community Market communities who are striving to make our communities better place to live, play and grow are eligible to receive a prize and all prizes will be awarded to Winning Charities only.

8. ODDS OF WINNING? Odds of winning 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 Promotion if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Promotion, 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 Promotion. 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 Promotion 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 Promotion 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 shall not constitute a waiver of that provision or any other provision of these Official Rules.

10. RELEASE. By entering the Promotion, participants and Winning Charity release Sponsor, and, their 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 Promotion and/or the acceptance, use or misuse of the prize, and grant permission to Sponsor to use winner's 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, if any, and any other expenses on the receipt and use of the 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 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 Promotion; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Promotion 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 Promotion, or from viewing, playing or downloading any material from Released Parties' website(s), regardless of whether the material was prepared by Released Parties or a third party, and regardless of whether the material is connected to Released Parties' websites by a hypertext link.

12. PUBLICITY. Except where prohibited by law, participation in the Promotion constitutes each winner's consent to Sponsor's (and its designees', successors' and assigns') use of winner's 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. HOW ARE DISPUTES RESOLVED? Each participant agrees that: (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, 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 promotion, but in no event attorneys' fees; and (3) under no circumstances will a participant be permitted to obtain awards for, and each participant hereby waives 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 participants and the Sponsor in connection with the promotion, 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. DATA PRIVACY. Information participants provide to Sponsor will be used to communicate with participants in relation to this Promotion as well as to contact participants at a later date with respect to products or services which the Sponsor believes may be of interest to them. Personal information will be handled in accordance with Sponsor's privacy policy available at www.ourfamilyfoods.com

15. OFFICIAL RULES. THESE OFFICIAL RULES ARE AVAILABLE AT SPONSOR'S WEBSITE LOCATED AT <https://ourfamilyfoods.com/our-family-official-rules/>.

16. WINNERS' LIST. To request the name of the Promotion winners, send a self-addressed postage-stamped envelope "OUR FAMILY CARES GIVEAWAY" - Winners List Request, c/o SpartanNash, 850 76th St SW PO Box 8700, Grand Rapids, MI 49518-8700. Requests must be received by September 1, 2025.

17. SPONSOR. This Promotion is sponsored by SpartanNash, 850 76th Street Southwest, P.O. Box 8700, Grand Rapids, MI 49518-8700. Sponsor reserves the right to cancel this Promotion at any time and substitute another promotion in its place.

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