SPARTANNASH OUR FAMILY® S'MORES BASKET GIVEAWAY 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 COLORADO, GEORGIA, INDIANA, IOWA, ILLINOIS, KANSAS, KENTUCKY, MICHIGAN, MINNESOTA, MONTANA, NEBRASKA, NEW YORK, OHIO, NORTH CAROLINA, NORTH DAKOTA, PENNSYLVANIA, SOUTH CAROLINA, SOUTH DAKOTA, VIRGINIA, WEST VIRGINIA, AND WISCONSIN WHO ARE 18 YEARS OF AGE OR OLDER (19 YEARS OF AGE IN NEBRASKA) AT THE TIME OF ENTRY. VOID WHERE PROHIBITED.

The promotion is in no way sponsored, endorsed, administered by, or associated with Meta or Facebook.

- 1. NO PURCHASE NECESSARY TO PARTICIPATE OR WIN. You do not have to visit or make a purchase at any of Sponsor's Stores or purchase Sponsor's products 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 June 1, 2025 and ends at or about 11:59:59 PM ET on June 7, 2025 ("Promotion Period"). The Sponsor's computer is the Sweepstake's official clock.

3. HOW TO ENTER.

- A. To be entered in this Sweepstakes, you must visit https://spartannash.wufoo.com/forms/z12h4wz112zi6s6/ and fill out the electronic form. LIMIT, one entry per person.
- **4. ELIGIBILITY.** The Sweepstakes is open only to residents of Colorado, Georgia, Indiana, Iowa, Illinois, Kansas, Kentucky, Michigan, Minnesota, Montana, Nebraska, New York, Ohio, North Carolina, North Dakota, Pennsylvania, South Carolina, South Dakota, Virginia, West Virginia, and Wisconsin who are at least eighteen (18) years of age (19 years in Nebraska) at the time of entry. 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.
- 5. AGREEMENT TO OFFICIAL RULES AND DECISIONS. 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. PRIZES.

- One (1) Our Family® S'mores basket (ARV of each prize is \$40.85).
- A. Prize Delivery and Terms for All Prizes: TOTAL ARV of all Prizes is \$40.85. For each of the prizes above, delivery will be made to the 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. 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. 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 Winer for the calendar year in which the Prize was won, if applicable. 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. The Winner(s) will be selected in a random drawing on or about June 9, 2025 and notified via email. The random drawing will be made from among all eligible entries received during the Promotion Period. You do not need to visit or make a purchase at any of Sponsor's Stores to win. The prize will be sent to winners in a reasonable time after the day of the drawing.
- 7. 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 shall not constitute a waiver of that provision or any other provision of these Official Rules.
- 8. RELEASE. By entering the Sweepstakes, you release Sponsor, and its parents, subsidiaries, and affiliates and the officers, directors, employees, and agents, Facebook, Inc. and Meta, Inc. 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, 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.
- 9. 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 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.

- 10. <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, review, or consent.
- 11. <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, judgements, 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.
- 12. <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 https://www.spartannash.com/privacy/.
- 13. OFFICIAL RULES. THE OFFICIAL RULES ARE AVAILABLE AT SPONSOR'S WEBSITE LOCATED AT https://spartannash.wufoo.com/forms/z12h4wz112zi6s6/ OR BY SENDING A SELF-ADDRESSED POSTAGE-STAMPED ENVELOPE TO OUR FAMILY® S'MORES BASKET GIVEAWAY C/O SPARTANNASH 850 76TH ST SW, BYRON CENTER, MI 49315-9386.
- 14. <u>WINNER'S LIST.</u> To request the name of the Sweepstakes winner or these rules, send a self-addressed postage-stamped envelope to Our Family® S'mores Basket Giveaway Winners List Request, c/o SpartanNash, 850 76TH ST SW, BYRON CENTER, MI 49315-9386. All such requests must be received by July 19, 2025, by 12:00:00 PM ET.
- **15. SPONSOR.** 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 may substitute another promotion in its place
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