

**SPARTANNASH**  
**“KIDS CREW HIDEABLE CHARACTERS”**

PROMOTIONAL CONTEST

**Official Rules**

**1. NO PURCHASE NECESSARY TO PARTICIPATE OR WIN A PRIZE.**

Participants do not have to make a purchase at any of Sponsor’s stores to participate in the Promotional Contest or to receive a prize. The Promotional Contest is subject to these Official Rules and all federal, state and local laws, and is void where prohibited by law.

**2. PROMOTION PERIOD. The Promotional Contest begins at or about 12:00:00 PM Central Time (“CT”) on January 20, 2020 and ends at 11:59:59 PM CT on December 31, 2020 (“Promotion Period”). The Sponsor’s computer is the official clock for the Promotion Period.**

**3. HOW DO I ENTER?** For each calendar month during the Promotion Period, with the first calendar month beginning on January 20, 2020 and ending on February 29, 2020, each participating SpartanNash store banner (as set forth in Appendix A) will have Kids Crew aisle blades and/or buttons placed in six (6) locations throughout the store. If, while visiting a participating SpartaNash store, you locate one (1) or more Kids Crew aisle blade and/or button, you can enter the Promotional Contest by taking a picture of the Kids Crew aisle blade and/or button and uploading such picture at the web address set forth in Appendix A. Along with the picture, you must provide the location of the SpartanNash store at which the picture was taken, your full name, street address, phone number, email address, and date of birth.

Entries will be limited to one (1) entry on behalf of each participant per participating SpartanNash store banner (regardless of whether a participant has more than one (1) email address, picture, or phone number) for each calendar month during the Promotion Period. If

multiple entries for any SpartanNash store banner use the same picture, only the first entry using such picture will be eligible to participate in the Promotional Contest. Each entry will be eligible to participate in the Promotional Contest during only the calendar month in which the entry was submitted. To participate in the Promotional Contest during subsequent calendar months, a new entry will need to be submitted.

By entering into the Promotional Contest, you represent and warrant (i) that you own the picture submitted, and (ii) such picture does not violate the rights of any third parties. No lewd, nude, crude, or offensive photographs (as determined by Sponsor in its sole and absolute discretion) will be accepted. Sponsor reserves the right in its sole and absolute discretion to disqualify any entry.

**4. AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By entering in the Promotional Contest, each participant fully and unconditionally agrees to be bound by and accepts 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. HOW DO I WIN?** For each prize, the winner will be selected in a random drawing to be held the next business day after the end of each calendar month during the Promotional Period. The random drawing will be made from among all entries received during the applicable calendar month in the Promotion Period. You do not need to be present at a Sponsor store to win. The potential winners 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, 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.

**6. WHAT CAN I WIN?** For each calendar month during the Promotion Period, each participating SpartanNash store banner will select one (1) potential winner by random drawing. For each such potential winner, the prize is one (1) SpartanNash gift card valued at \$100 and redeemable only at participating SpartanNash store banners and one (1) Kids Crew branded lunchbox, with an approximate retail value of \$10. 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. Delivery of the prize will be made to the street address provided by the winner.

**7. AM I ELIGIBLE?** The Promotional Contest is open only to residents of Michigan, Minnesota, Nebraska, Iowa, North Dakota, South Dakota, or Wisconsin whom are eighteen (18) years of age or older at the time of entry. Employees (and their families, and members of their households, whether or not related) of SpartanNash, its affiliated companies and the competitors of each are not eligible to participate or receive a prize. To learn the identity of a prize winner (available the second day of the immediately subsequent month), send a self-addressed, stamped envelope to: SpartanNash, Attn: Stephanie Edson, 850 76th St SW, P.O. Box 8700, Grand Rapids, MI 49518-8700. All such requests must be received by January 31, 2021, by 12:00:00 PM CT.

8. **WHAT ARE MY ODDS OF WINNING?** Odds of being selected in the random drawing will be determined by the number of entries received during the applicable calendar month.

9. **GENERAL CONDITIONS.** Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Promotional Contest if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Promotional Contest, 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 Promotional Contest. 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 Promotional Contest 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 Promotional Contest 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 Promotional Contest, participants and winner release Sponsor or, their parents, subsidiaries and affiliates and the officers, directors, employees and agents of each from any and all liability of any kind for any loss, harm, damage, personal injury

and/or death, arising out of participation in this Promotional Contest 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.** Sponsor is 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 Promotional Contest; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Promotional Contest 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 Promotional Contest, 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. PUBLICITY.** Except where prohibited by law, participation in the Promotional Contest 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 Promotional Contest, 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 Promotional Contest 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.shopfamilyfare.com](http://www.shopfamilyfare.com), [www.shopdwfreshmarket.com](http://www.shopdwfreshmarket.com), [www.shopvgs.com](http://www.shopvgs.com), [www.shopdanssupermarket.com](http://www.shopdanssupermarket.com), [www.shopforesthillsfoods.com](http://www.shopforesthillsfoods.com), or <https://www.familyfreshmarket.com>.

15. **OFFICIAL RULES. THESE OFFICIAL RULES ARE AVAILABLE AT SPONSOR'S WEBSITE LOCATED AT [WWW.SHOPFAMILYFARE.COM/KIDS-CREW](http://WWW.SHOPFAMILYFARE.COM/KIDS-CREW), [WWW.SHOPDANSSUPERMARKET.COM/KIDS-CREW](http://WWW.SHOPDANSSUPERMARKET.COM/KIDS-CREW), [WWW.SHOPDWFRESHMARKET.COM/KIDS-CREW](http://WWW.SHOPDWFRESHMARKET.COM/KIDS-CREW), [WWW.SHOPFORESTHILLSFOODS.COM/KIDS-CREW](http://WWW.SHOPFORESTHILLSFOODS.COM/KIDS-CREW), [WWW.SHOPVGS.COM/KIDS-CREW](http://WWW.SHOPVGS.COM/KIDS-CREW), [WWW.FAMILYFRESHMARKET.COM/KIDS-CREW](http://WWW.FAMILYFRESHMARKET.COM/KIDS-CREW), OR BY SENDING A SELF-ADDRESSED POSTAGE-STAMPED ENVELOPE TO SPARTANNASH "KIDS CREW HIDEABLE CHARACTERS" OFFICIAL RULES REQUEST," SPARTANNASH, ATTN: STEPHANIE EDSON, 850 76TH ST SW, P.O. BOX 8700, GRAND RAPIDS, MI 49518-8700.**

16. **WINNERS' LIST.** To request the name of the Promotional Contest winner(s), send a self-addressed postage-stamped envelope "Kids Crew Hideable Characters" - Winners List Request, SpartanNash, Attn: Stephanie Edson, 850 76th St SW, P.O. Box 8700, Grand Rapids, MI 49518-8700. Requests must be received by January 31, 2021.

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

**©2020 SpartanNash. All rights reserved. Promotional Contest participants are hereby authorized to copy these Official Rules on the condition that it will be for the participant's personal use and not for any commercial purpose whatsoever.**

**APPENDIX A:**

Participating SpartanNash store banners and web addresses:

**Family Fare** (<https://www.shopfamilyfare.com/kids-crew>)

**Dan's Supermarket** (<https://www.shopdanssupermarket.com/kids-crew>)

**D&W Fresh Market** (<https://www.shopdwfreshmarket.com/kids-crew>)

**Forest Hills Foods** (<https://www.shopforeshillsfoods.com/kids-crew>)

**VG's Grocery** (<https://www.shopvgs.com/kids-crew>)

**Family Fresh Market** (<https://www.familyfreshmarket.com/kids-crew>)