

SPARTANNASH
“NEW YEAR, NEW PLAN ”

SWEEPSTAKES

Official Rules

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

Participants do not have to make a purchase at any of the Sponsor’s stores, including those listed in Rule 3, to participate or to receive the prize. Subject to all federal, state and local laws.

2. PROMOTION PERIOD: The Sweepstakes begins at or about 12:00 PM Central Time (“CT”) on December 30th, 2018 and ends at 11:59:59 PM CT on February 23rd, 2019 (“Promotion Period”). The Sponsor’s computer is the Sweepstakes’ official clock.

3. HOW DO I ENTER? Visit our landing page and enter the New Year, New Plan contest for your chance to win one of the following prizes.

Winner: One (1) of 10 Instant Pots®

Grand Prize = one (1) Instant Pot® and a one-year gym membership to a local YMCA up to \$500 value.

•Enter by visiting the landing page link on Family Fare, D&W Fresh Market, Family Fresh, Dan’s Supermarket or VG’s Grocery website and enter your contact information as your contest submission. • If you participate via your wireless phone, message and data rates may apply. Please consult your wireless-service provider regarding its message and data pricing plans. All terms and conditions of Facebook apply.

• Entries will be limited to one (1) email entry per person (regardless of whether one (1) person has more than one (1) email account, more than one (1) Mobile Device or more than one (1) person use the same Mobile Device).

4. **AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By participating in the Sweepstakes, each entrant 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 entrants and the winner, and the awarding of the prizes), which are final and binding in all respects.

5. **HOW DO I WIN?** Winner will be selected in a random drawing to be held on or after February 24th 2019 from among all entries received during the Sweepstakes Period. You do not need to be present in store to win. Potential winner will be notified by a SpartanNash representative via Facebook, email or phone on or after the day of the drawing. Potential winners must respond to such notification within two (2) days after notification. If a potential winner fails to respond within two (2) days or declines to accept the prize, the potential winner will be disqualified, and Sponsor will select an alternate winner from the remaining entries. If, for any reason, more Prize notifications are communicated than the number of Prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the Prize through a random drawing from among all eligible Prize winners so notified.

6. **WHAT CAN I WIN?** One grand prize recipient who will win one (1) Instant Pot® AND a one year YMCA membership (up to \$500 value) at a local YMCA. If the winner does not have a YMCA within 15 miles of their home another gym will be selected by Sponsor.

Ten (10) second prize recipients who will each receive one (1) Instant Pot®.

Total ARV of All prizes: \$1500.00

. No Prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a Prize or force majeure.

Delivery of prize will be to recipient's address and therefore requires a street (U.S. Mail) address.

7. **AM I ELIGIBLE?** The Sweepstakes is open to residents of Michigan, Minnesota, Nebraska, Iowa, Wisconsin, South Dakota, and North Dakota who are at least eighteen (18) years old (19 for Nebraska) 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 receive a prize. To learn the identity of prize recipient (available after February 24th, 2019), send a self-addressed, stamped envelope to: c/o SpartanNash, 850 76th St SW PO Box 8700, Grand Rapids, MI 49518-8700. All requests must be received by February 31, 2019 by 12pm central time.

8. **WHAT ARE MY ODDS OF WINNING?** Odds of being selected in the random drawing 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 shall not constitute a waiver of that provision or any other provision of these Official Rules.

10. RELEASE. By participating, 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 Sweepstakes and/or the acceptance, use or misuse of the prize, and grant permission to Sponsor to use winner's name, 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 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. PUBLICITY. 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 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 prize 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 Sweepstakes 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

www.shopdwfreshmarket.com

www.familyfreshmarket.com

or www.shopvgs.com.

15. OFFICIAL RULES. THESE OFFICIAL RULES ARE AVAILABLE AT SPONSOR’S WEBSITE LOCATED AT WWW.SPARTANNASH.COM WWW.SHOPFAMILYFARE.COM/ NEW-YEAR, WWW.SHOPVGS.COM/NEW-YEAR, WWW.SHOPDWFRESHMARKET.COM/NEW-YEAR, WWW.FAMILYFRESHMARKET.COM/NEW-YEAR, WWW.SHOPDANSSUPERMARKET.COM/NEW-YEAR AT THE SWEEPSTAKES SECTION OF THE WEBSITE, OR BY SENDING A SELF-ADDRESSED POSTAGE-STAMPED ENVELOPE TO SPARTANNASH “NEW YEAR, NEW PLAN SWEEPSTAKES” OFFICIAL RULES RULES REQUEST,” C/O SPARTANNASH, 850 76TH ST SW PO BOX 8700, GRAND RAPIDS, MI 49518-8700.

16. WINNERS’ LIST. To request the name of the Sweepstakes winner, send a self-addressed postage-stamped envelope “New Year, New Plan SWEEPSTAKES” - Winners List Request, c/o SpartanNash, 850 76th St SW PO Box 8700, Grand Rapids, MI 49518-8700. Requests must be received by February 23rd, 2019.

17. **SPONSOR:** This Sweepstakes is sponsored by SpartanNash, 850 76th Street Southwest, P.O. Box 8700, Grand Rapids, MI 49518-8700. This Sweepstakes is in no way sponsored, endorsed by or associated with Facebook, Inc. Sponsor reserves the right to cancel this Sweepstakes at any time and substitute another promotion in its place.

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