

SPARTANNASH (“SPONSOR”)

“WEST MICHIGAN WHITECAPS” SWEEPSTAKES

Official Rules

1. NO PURCHASE NECESSARY TO PARTICIPATE OR WIN A PRIZE. Participants do not have to visit or make a purchase at any of Sponsor’s stores to participate in the Sweepstakes or to receive 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. PROMOTION PERIOD. The Sweepstakes begins at or about 12:00:00 AM Eastern Standard Time (“EST”) on July 19, 2021 and ends at 11:59:59 PM EST on August 15, 2021 (“Promotion Period”). The Sponsor’s computer is the Sweepstakes’ official clock.

3. HOW DO I ENTER?

A.) Visit Our Website(s): During the Promotion Period, you can be entered in the Sweepstakes by entering your first and last name (required), phone number (required), and e-mail address (required) in the online entry form located at www.shopfamilyfare.com/whitecaps. Entries made by completing the online entry form will be limited to one (1) entry per person (regardless of whether that person has more than one (1) Mobile Device or more than one (1) e-mail address).

B.) Free Mail-In Method of Entry: During the Promotion Period, you can be entered in the Sweepstakes without entering the required contact information online by hand by printing your full name, street address, phone number, email address, and date of birth on a 3”x5” piece of paper and mailing it in a self-addressed, stamped envelope to: c/o SpartanNash, “Whitecaps Sweepstakes”, 850 76th St SW PO Box 8700, Grand Rapids, MI 49518-8700. Mail-in entries will be limited to one (1) entry per person (regardless of whether that person has more than one (1) email address or more than one (1) phone number).

4. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By entering in the Sweepstakes, 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 potential winners will be selected in a random drawing to be held on July 26, 2021, August 2nd, 2021, August 9th, 2021, and August 16, 2021. The random drawing will be made from among all entries received during 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 within fourteen (14) days 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? Winners will receive a Family Four Pack of tickets for any West Michigan Whitecaps Home Baseball Game in the 2021 Season. Ticket vouchers must be redeemed at the LMCU Ballpark Box office, or online at <https://www.milb.com/west-michigan/tickets/voucherredemption> for the date of your choice. ARV of prize: \$48.00

Four (4) winners will be selected on the following dates:

- Monday, July 26th, 2021
- Monday, August 2nd, 2021
- Monday, August 9th, 2021
- Monday, August 16, 2021

Total ARV of all 16 ticket packages: \$768.00

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 Sweepstakes is open to residents of Michigan whom are at least eighteen (18) years old at the time of entry. Employees (and their families, and members of their households, whether or not related) of SpartanNash and its affiliated companies are not eligible to receive a prize.

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 entering the Sweepstakes, 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, 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 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 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 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.

15. OFFICIAL RULES. THESE OFFICIAL RULES ARE AVAILABLE AT SPONSOR'S WEBSITE LOCATED AT WWW.SHOPFAMILYFARE.COM/WHITECAPS AT THE SWEEPSTAKES SECTION OF THE WEBSITE, OR BY SENDING A SELF-ADDRESSED POSTAGE-STAMPED ENVELOPE TO SPARTANNASH "WHITECAPS SWEEPSTAKES" OFFICIAL 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 "WHITECAPS SWEEPSTAKES" - Winners List Request, c/o SpartanNash, 850 76th St SW PO Box 8700, Grand Rapids, MI 49518-8700. Requests must be received by August 31, 2021.

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

This promotion is solely sponsored by SpartanNash. By entering, you agree to look solely to SpartanNash for any claims in connection therewith, and not to West Michigan Whitecaps or its parent, subsidiaries or affiliates.

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