

## **SWEEPSTAKES OFFICIAL RULES**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN\***

**A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

**AFFIDAVIT OF ELIGIBILITY/RELEASE OF LIABILITY/PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED.**

**BY ENTERING THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE PROMOTION PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

**PROMOTIONAL PERIOD:** The "Lowe's Foods Shopping Spree" Sweepstakes starts at 12:01am on March 20<sup>th</sup>, 2019 and ends at midnight, April 30<sup>th</sup>, 2019 (the "Entry Period").

**SPONSOR:** The sponsor of this Sweepstakes is Lowe's Foods, LLC ("Sponsor"). The Sweepstakes shall be subject to these Official Rules and by entering, all participants agree to be bound by the terms and conditions herein and the decisions of the Sponsor, including the interpretation of these Official Rules and in its exercise and discretion, which will be final and binding in all respects.

**ELIGIBILITY:** The Sweepstakes is open to current legal residents of South Carolina and North Carolina (collectively, the "Eligibility Area") who are at least twenty-one (21) years old or older at the time of entry. Officers, directors, employees, independent contractors, representatives and agents and each of their respective immediate family members (spouse, domestic partner, child, siblings, parents, grandparents) of Sponsor and its affiliates, subsidiaries, parent companies and licensors, and those living in the household of same (whether related or not) are not eligible to enter this Sweepstakes or win any prize. Void outside the Eligibility Area and where prohibited or restricted by law. By entering this Sweepstakes, entrants agree to abide by all terms of these Official Rules.

**HOW TO ENTER:** During the Entry Period, participants must register a Fresh Rewards Card with full information (all fields completed at registration) **and** use the Fresh Rewards Card with a purchase at the 2110 SC Highway 41, Mt Pleasant SC Lowe's Foods location between the dates of March 27<sup>th</sup> 2019 and April 30<sup>th</sup> 2019 **OR** complete the survey <http://www.lowesfoods.com/mtpleasantpromotions> for an entry to win. For more information on how to get a Fresh Rewards card, visit <https://rewards.lowesfoods.com/> or ask your host at check-out or at the Front Porch. Fresh Rewards cards are available at any Lowe's Foods store.

Without limiting the foregoing, Sponsor reserves the right to reject any entry that it deems, in its sole discretion, an infringement or violation of someone else's rights or otherwise violates the law.

As a condition of entry into the Sweepstakes, except where prohibited by law, each entrant grants to the Sponsor a perpetual, worldwide, unlimited, irrevocable, royalty-free license and right to publicize, broadcast, display and/or otherwise use the Sweepstakes entrant's name, city, state and biographical material, (collectively, "Licensed Rights") in any media now known or hereafter devised throughout the world in perpetuity, without additional compensation or approval.

Entrants further agree: (1) that Sponsor may exercise any and all rights hereunder without attribution, notification or compensation to entrants; (2) that Sponsor shall have the right to freely assign its rights hereunder, in whole or in part, to any other person or entity, without notification or approval by entrant and (3) to sign and deliver to the Sponsor such documents as the Sponsor may reasonably require to effectuate the rights granted herein.

**ONLY ONE (1) ENTRY PER PERSON PER ENTRY PERIOD WILL BE ACCEPTED FOR THIS SWEEPSTAKES. OFFER VALID AT PARTICIPATING LOWES FOOD STORES ONLY.**

**RELEASE:** The Sponsor, prize suppliers, and any and all internet provider(s), and each of their respective affiliates, subsidiaries, parent corporations, and all of their officers, directors, shareholders, employees, independent contractors, representatives and agents are not responsible for: any incorrect or inaccurate entry information; human errors; technical malfunctions; failures, omissions, interruptions, deletions or defects of any telephone network, computer online systems, computer equipment, servers, providers network, browsers or software, including without limitation any injury or damage to participant's or any other person's computer equipment or network relating to or resulting from participation in the Sweepstakes; theft, tampering, destruction, or unauthorized access to, or alteration of, entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines or the Internet or any website (including Facebook, Twitter or Weibo) or for any other reason whatsoever; typographical, printing or other errors; or any combination thereof. Illegible, incomplete and duplicate entries will be disqualified. All entries become the property of the Sponsor and will not be acknowledged or returned. False, fraudulent, or deceptive entries or acts or multiple entry attempts shall render entrants ineligible. By entering the Sweepstakes, entrants affirm that they have read and accepted these Official Rules.

BY PARTICIPATING, YOU AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS LOWES FOODS, AND ITS RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, RETAILERS, DISTRIBUTORS, SUPPLIERS, ADVERTISERS, CONSULTANTS, SERVICE PROVIDERS AND PROMOTION AGENCIES, AND ANY OTHER INDIVIDUALS ENGAGED IN ANY WAY IN THE DEVELOPMENT, PRODUCTION, PRINTING, DISTRIBUTION OR EXECUTION OF THIS OFFER, AND THE RESPECTIVE DIRECTORS, OFFICERS, AND EMPLOYEES OF THE FOREGOING, FROM ANY LIABILITY, CLAIMS, LOSSES AND DAMAGES ARISING OUT OF OR RELATING TO YOUR PARTICIPATION. BY PARTICIPATING, YOU EXPRESSLY UNDERSTAND AND AGREE THAT LOWES FOODS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED IN ANY WAY TO YOUR PARTICIPATION.

**ENTRY INFORMATION:** As a condition of entering the Sweepstakes, each winner gives consent for Sponsor to obtain and deliver his/her name, address and other information to third parties for the purpose of administering this Sweepstakes and complying with applicable laws, regulations and rules. Any information entrants provide to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes Winners list. Any entry information collected from the Sweepstakes shall be used only in a manner consistent with the consent given by entrants at the time of the entry with these Official Rules and with the Lowes Foods Privacy Policy, which can be accessed at <http://www.lowesfoods.com/index.cfm/aboutus/privacy/>.

By participating, you agree that exclusive jurisdiction for any dispute, claim, or demand of any kind arising out of these terms and conditions or this offer, shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in North Carolina, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred. The information on the promotional products and this promotion is provided on an "as is", "where is" and "where available" basis. To the extent not prohibited by law, neither Lowes, nor its affiliates, licensors, service or software providers, suppliers or agents will be responsible for any implied warranties or conditions.

These conditions are not exclusive. All other terms and conditions of other promotional activities remain valid and (except as otherwise provided herein) are not affected by these promotional conditions.

**WINNER SELECTION:** Four (4) winners will be selected by random drawing on or about May 3<sup>rd</sup>, 2019 from among all eligible entries received during the Entry Period. Any potential winner will be notified by telephone and/or email (in Sponsor's sole discretion) in accordance with the contact information in such winner's profile. Winners must respond to Sponsor's initial notification as instructed in his or her notification within forty-eight (48) hours or such winner will be disqualified and an alternate winner selected (time permitting). Sponsor's decisions are and shall be final and binding in all matters relating to this Sweepstakes. Prize winner will be required to execute and return a notarized Affidavit of Eligibility/Release of Liability, an IRS W-9 form and/or any other government-required tax documents within two (2) days of date of issuance, and where permitted by law, a Publicity Release (collectively, the "Affidavit"). Failure to respond to the prize winner notification as detailed above within the stated time period, or to comply with any other provision herein, may result in a potential winner being disqualified and an alternate potential winner may be selected at Sponsor's sole discretion. If a prize notification or prize is returned as undeliverable for any reason, the prize may be awarded to an

alternate potential winner at Sponsor's sole discretion. Prize is not transferable, assignable, or redeemable for cash.

No substitution allowed; provided, that due to unavailability of the prize for any reason, a prize of comparable value will be awarded at the sole discretion of the Sponsor.

In certain jurisdictions, the value of any prize may be taxable to a winner as income. All Federal, state and local tax liabilities, if any, are the responsibility of the prize winner. Acceptance of the prize constitutes permission (except where prohibited) for Sponsor and/or its affiliates to use a winner's name, statements, photographs, video images and biographies for publicity purposes without any limitation or additional compensation.

**PRIZE:**

Four winners will receive a \$500.00 Lowes Foods Gift Card.

The total approximate retail value ("ARV") of the prize is USD \$500.00.

The ARV of the prize is based on available information provided to Sponsor and the value of any prize awarded to the winner may be reported for tax purposes as required by law.

By entering this Sweepstakes and accepting a prize, the winner agrees to maintain his/her behavior in accordance with all applicable laws and generally accepted social practices in connection with participation in the Sweepstakes.

An unclaimed prize will remain the property of Sponsor.

THE PRIZE IS AWARDED "AS IS" AND WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED.

**GOVERNING LAW/LIMITATIONS ON LIABILITY:** The Sweepstakes shall be governed by and construed in accordance with the internal laws of the State of North Carolina, without giving effect to any conflict of law rules or provisions that would cause the application of any other state's laws, and shall be solely and exclusively brought in the state or federal courts within that state.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIFTY U.S. DOLLARS (\$50.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIFTY U.S. DOLLARS (\$50.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

Sponsor and any of its affiliates are not liable to winner or any other person for failure to supply the prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, tsunami, war, fire, flood, explosion, volcanic eruption, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor's sole control

**GENERAL:** By participating in the Sweepstakes, entrants agree to release, discharge and hold harmless

the Sponsor from and against any and all claims they may have against Sponsor for any and all injuries, claims, damages, losses, costs, or liability of any kind due to any injuries, damages or losses to any person (including death) or property of any kind, or expenses of any kind (including without limitation attorneys' fees) resulting in whole or in part, directly or indirectly from acceptance, possession, use, or misuse of the prize or element thereof, or participation in any Sweepstakes-related activity, or participation in this Sweepstakes.

Each entrant further agrees to indemnify and hold harmless the Sponsor from and against any and all liability resulting or arising from entrant's participation in the Sweepstakes, and to release all rights to bring any claim, action or proceeding against Sponsor and hereby acknowledge that Sponsor has neither made nor is in any manner responsible or liable for any warranties provided exclusively by a supplier that may be sent along with the prize.

If for any reason this Sweepstakes is not capable of running as planned, or if this Sweepstakes or any web site or email address or Facebook or Twitter account associated therewith (or any portion thereof) becomes corrupted or does not allow the proper execution of the Sweepstakes and processing of entries in accordance with these rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in the Sponsor's sole opinion, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify, or suspend this Sweepstakes or any portion thereof. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR EMAIL ADDRESS (INCLUDING THE FACEBOOK AND TWITTER ADDRESSES) OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**WINNER LIST/OFFICIAL RULES REQUEST:** For a list detailing the winners, send a self-addressed stamped envelope to:

Lowes Foods

-ATTN: Guest Services – Sweepstakes Winners List

-PO Box 24908

-Winston-Salem, NC 27114-4908.

**MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials (including advertisements), privacy policy or terms of use on the website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

NOTE: The use of any device or computer software to automate the entry process is prohibited.