

SPARTANNASH
"WINE GETAWAY" SWEEPSTAKES

Official Rules

Please read these official rules ("Official Rules") carefully before entering the "Wine Getaway" Sweepstakes (the "Sweepstakes"). By entering the Sweepstakes, you agree that you have read and are bound by the terms and conditions set forth below as if you had signed a written contract. If you do not agree to the Official Rules, you may not enter the Sweepstakes.

1. **SPONSOR:** This Sweepstakes is sponsored by SpartanNash Company, a Michigan corporation ("Sponsor" or "SpartanNash") located at 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 any other entity.

2. **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 the "How Do I Enter?" section below, to participate or to receive the prize. A purchase or payment of any kind will not increase odds of winning.

3. **PROMOTION PERIOD:** The Sweepstakes begins at or about 7:00 PM Eastern Standard Time ("EST") on February 22nd, 2019 and ends at 11:59:59 PM EST on March, 16th 2019 ("Sweepstakes Period"). Entries for the Sweepstakes will only be accepted during the Sweepstakes Period. A clock chosen by Sponsor will serve as the Sweepstakes' official time-keeping device.

4. **AM I ELIGIBLE?** The Sweepstakes is open only to permanent legal U.S. residents of the state of Michigan, who are at least twenty-one (21) years old at the time of Entry, and who enter the Sweepstakes as described in the "How Do I Enter?" section below. Every such person who enters the Sweepstakes is referred to in these Official Rules as an "Entrant," "participant," "you," or "your". 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. Sweepstakes is subject to all applicable federal, state and local laws and regulations and void where prohibited.

5. HOW DO I ENTER? During the Sweepstakes Period, visit one of the following Sweepstakes landing pages listed below on the Family Fare, D&W Fresh Market, Forest Hills Foods or VG's Grocery website:

<https://www.shopfamilyfare.com/content/traverse-city-wine-tour>

<https://www.shopdwfreshmarket.com/content/traverse-city-wine-tour>

<https://www.shopforesthillsfoods.com/content/traverse-city-wine-tour>

<https://www.shopvgs.com/content/traverse-city-wine-tour>

(each a "Website") and follow the instructions provided to submit a completed Sweepstakes online entry form ("Entry"). You will receive one (1) Entry into the Sweepstakes upon successful completion and submission of the online Entry form. Limit of one (1) Entry per Entrant during the entire Sweepstakes Period. Entrants can only participate in the Sweepstakes under one (1) email address. Once an email address has been submitted by an Entrant, that email address cannot be used by any other person for the purposes of this Sweepstakes. In the event more than one (1) Entry for the Sweepstakes Period is received from any one person or email address, the first Entry processed will be considered the only valid Entry received. Any attempt by an Entrant to use multiple/different email addresses, identities, or any other methods other than as described herein and at the applicable Website, including, but not limited to, use of commercial sweepstakes subscription notification services and/or other automated practices, or by any means which subvert the Entry process will void that Entrant's Entry and that Entrant will be disqualified. In case of a dispute over the identity of an Entrant who submitted a winning Entry, the authorized account

holder of the email address associated with that Entry will be deemed the Entrant. Said person must comply with these Official Rules, be the person who completed the act of entering, and, in Sponsor's sole discretion, may be required to provide proof of ownership of the email account. Once submitted, Entries become the sole property of Sponsor and will not be acknowledged or returned. If an Entrant uses a mobile device to participate, data rates may apply (Entrants should contact their service provider for data rates/plans). The Websites and/or the Entry form may not be accessible from all mobile phones, devices, or tablets. If an Entrant experiences any issues entering, Entrant should access one (1) of the Websites and enter from a desktop or laptop computer. Any attempted form of Entry into this Sweepstakes other than as described herein and at the applicable Website is void. Any Entry that does not follow the requirements provided in these Official Rules may, at the sole description of the Sponsor, be considered void.

6. **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, as interpreted and enforced in the Sponsor's sole discretion, 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.

7. **HOW DO I WIN?** A potential winner will be selected in a random drawing to be held on or after March 16th, 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 Sponsor representative via email or phone on or after the day of the drawing. Potential winners must respond to such notification within forty-eight (48) hours after notification by Sponsor. If a potential winner fails to respond within forty-eight (48) hours of notification by Sponsor 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. As a condition of being awarded any prize, the Sponsor may require the potential winner and potential winner's designated travel guest to complete an Affidavit of Eligibility and Release of Liability and Publicity (except where prohibited) and any required tax documentation, to be returned within ten (10) days of the date of potential winner notification, or the corresponding prize may be forfeited, and, at Sponsor's sole discretion, an alternate winning Entry will be selected from all remaining eligible entries in the applicable drawing pool. If any notification described herein is returned as undeliverable or refused, Sponsor is unable to contact an Entrant who submitted a winning Entry or an Entrant who submitted a winning Entry is determined, by Sponsor, in its sole and absolute discretion, to not be in compliance with these Official Rules, the applicable prize may be forfeited and, at Sponsor's sole discretion, an alternate winning Entry will be selected from all remaining eligible entries in the applicable drawing pool, and the above process will be repeated. If a potential winner and potential winner's designated travel guest do not duly sign and return all required documents within ten (10) days of the date of the notification by Sponsor, the potential winner forfeits the prize in full and immediately releases any and all claims against Sponsor for delivery of the prize.

8. WHAT CAN I WIN? The prize for one (1) Sweepstakes winner is:

- Two-night stay at Pointe's North Beachfront Resort Hotel located in Traverse City, Michigan on May 3, 2019 – May 5, 2019 (approximate retail value ("ARV"): \$241);
- One (1) wine tour provided by Traverse City Tours LLC on the Old Mission Peninsula in Michigan's Grand Traverse County on Saturday, May 4, 2019 from 11:00am –

3:00pm EST ("Wine Tour"). Wine Tour consists of one (1) voucher for winner and winner's travel guest to attend Wine Tour, which includes the following: (1) transportation (including gratuity) from Pointe's North Beachfront Resort Hotel to the following wineries: Black Star Farms, Chateau Grand Traverse, Bowers Harbor Vineyard, Chateau Chantal, and Hawthorne Vineyards ("Wineries"); (2) certain limited tasting fees at Wine Tour Wineries (ARV: \$137);

- One (1) \$150.00 VISA® Prepaid Card, which may be used for travel expenses and/or additional tasting fees (ARV: \$150).

The total ARV of prize is \$528. 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 prize or force majeure. All expenses and costs related to acceptance and use of the prize not expressly listed above, including, but not limited to transportation costs and expenses, meals, beverages, taxes and gratuities and any other fees and expenses are entirely the winner's responsibility. Hotel accommodations are one standard room/double occupancy. Prize winner will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the prize winner. Winner's designated travel guest must be at least twenty-one (21) years of age. Prize winner and winner's designated travel guest are responsible for all travel arrangements and related costs not expressly listed above, including any necessary travel documents or government identification. If a winner and their designated travel guest are unable or unwilling to utilize the prize on the dates specified and on the same itinerary, the entire prize may be forfeited and awarded, where practical, to an alternate. Multiple guests/travel companions or variations to any set itinerary related to the prize will not be managed by Sponsor and any additional cost for any such changes will be the

sole responsibility of the winner. In the event of the cancellation or delay of any tour, no refund or additional compensation will be provided. Tour stops subject to change or substitution. VISA® Prepaid card is subject to terms and conditions of issuer. Delivery of prize will be to recipient's address and therefore requires a street (U.S. Mail) address. Prizes are not assignable or transferable except in the sole and absolute discretion of the Sponsor.

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

10. **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. Any depictions of a prize or prize elements are for illustrative

purposes only. All prize details are decided at the sole discretion and decision of the Sponsor. In the event that a component of any prize is not available for any reason beyond Sponsor's control, then remaining elements of the prize shall constitute full satisfaction of Sponsor's prize obligation to winner and no additional compensation will be awarded, except at Sponsor's sole discretion. Additional compensation will not be provided if actual value of any prize received is less than the stated ARV.

11. RELEASE. By participating, participants release Sponsor, its parent companies, subsidiaries and affiliates and the officers, directors, employees and agents of each (collectively, the "Released Parties") from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Sweepstakes, participant's participation in the Sweepstakes, or delivery, mis-delivery, acceptance, possession, use or misuse of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), hardware, software or telephone failures of any kind, cost or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, whether caused by Sponsor, users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit an Entrant's ability to participate in the Sweepstakes, whether under a theory of contract, tort (including negligence), warranty or other theory. 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. Each participant further agrees to indemnify, defend, and hold harmless the Released Parties from any and all liability (including reasonably

attorney's fees) resulting or arising from Sweepstakes and to release all rights to bring any claim, action or proceeding against Released Parties, and hereby acknowledge that said Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties provided exclusively by a prize supplier that may be sent along with a prize.

12. DISCLAIMERS. Released Parties are not responsible or liable for entries that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for entries that are illegible, late, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, or otherwise not in compliance with these Official Rules, and all such entries will be disqualified.

13. LIMITATIONS OF LIABILITY; DISCLAIMERS OF WARRANTIES. IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THE SWEEPSTAKES OR ACCESS TO OR USE OF THE PRIZE. IN NO EVENT SHALL THE RELEASED PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE PRIZE VALUE. WITHOUT LIMITING THE FOREGOING, THE SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED

WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

14. FORCE MAJEURE: Without limiting any other provision in these Official Rules, the Released Parties are not responsible for or liable to any Entrant or winner, or any person claiming through such Entrant or winner, for failure to supply the prize or any part thereof due to any Sweepstakes activity or being affected, as determined by Sponsor in its sole discretion, by reason of, without limitation, (a) any acts of God; (b) any law, rule, action, regulation, order or request by any local, state or federal governmental or quasi-governmental entity or authority (whether or not the law, rule, action, regulation, order or request proves to be invalid); or (c) any other cause beyond the reasonable control of the Released Parties, whether or not specifically mentioned above.

15. PUBLICITY. Except where prohibited by law, entry into the Sweepstakes constitutes 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.

16. 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.

17. DATA PRIVACY: By entering and participating in the Sweepstakes, you consent to receive information sent to you by the Sponsor. However, you will be given the opportunity to opt out of emails from the Sponsor. 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/p/content/privacy-policy

www.shopdwfreshmarket.com/p/content/privacy-policy

www.shopforesthillsfoods.com/p/content/privacy-policy

or www.shopvgs.com/p/content/privacy-policy

18. OFFICIAL RULES. These Official Rules are available at Sponsor's websites by following the link to the rules located at:

www.shopfamilyfare.com/content/traverse-city-wine-tour

www.shopdwfreshmarket.com/content/traverse-city-wine-tour

www.shopforesthillsfoods.com/content/traverse-city-wine-tour

www.shopvgs.com/content/traverse-city-wine-tour

or by sending a self-addressed postage-stamped envelope to "WINE GETAWAY SWEEPSTAKES" Official Rules Request, c/o SpartanNash, 850 76th St SW PO Box 8700, Grand Rapids, MI 49518-8700. If you have any questions about these Official Rules or the Sweepstakes, please write to the foregoing address indicating the same.

19. WINNERS' LIST. To request the name of the Sweepstakes winner, send a self-addressed postage-stamped envelope to "Wine Getaway Winner: Digital Marketing Team" - Winners List Request, c/o SpartanNash, 850 76th St SW PO Box 8700, Grand Rapids, MI 49518-8700. Requests must be received by March 16th, 2019 by 12:00pm EST.

The Sweepstakes and all accompanying materials are copyrighted ©2019 by SpartanNash. All rights reserved. Visa® is a registered trademark of Visa International Service Association. The Sweepstakes is neither sponsored nor administered by Visa International Service Association, Pointe's North Beachfront Resort or Traverse City Tours LLC. Sweepstakes 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.