

## **Schnucks Pineapple Display Photograph Contest OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE THE TERRITORY (DEFINED BELOW) AND WHERE PROHIBITED. THIS CONTEST IS INTENDED ONLY FOR LEGAL RESIDENTS OF THE TERRITORY WHO ARE 18 YEARS OF AGE OR OLDER. YOU MUST HAVE A COMPUTER OR MOBILE DEVICE WITH INTERNET ACCESS AND AN INSTAGRAM® ACCOUNT WITH A PUBLIC PROFILE IN ORDER TO ENTER.

1. The Schnucks Pineapple Display Photograph Contest is only open to legal residents of the states of Illinois and Missouri that reside in the greater St. Louis metropolitan area (Madison County and St. Clair County in Illinois and Franklin County, Jefferson County, St. Charles County, St. Louis City, and St. Louis County in Missouri) ("Territory") who are 18 years of age or older at the time of entry. The contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Employees, directors, and officers of Schnuck Markets, Inc. and its parents, affiliates, subsidiaries, advertising, and promotional agencies involved in this Contest (collectively, "Released Parties"), and each of their immediate family members (spouse, parent, child, sibling, grandparent, and spouse or "step" of each) and those living in the same household of each are not eligible. Winning a Prize is contingent upon fulfilling all requirements set forth herein.
2. **CONTEST PERIOD:** Contest begins on Friday, June 28, 2019 at 12:00:01 a.m. Central Daylight Time ("CDT") and ends at 11:59:59 p.m. CDT on Friday, July 5, 2019 (the "Contest Period"). The time stamp for the server for the entry application will be the official timekeeper for this Contest.
3. **TO ENTER:** To enter the Contest, you must create an Instagram account. If you already have an Instagram account, sign in to your account using your name and password. If you are not an existing member of Instagram you will be required to follow the directions to join. When you join Instagram you are indicating that this service is free.

To enter, take a photograph of yourself and the pineapple display in the produce department of the Schnucks Arsenal store (5055 Arsenal, St. Louis, MO 63139) and post it to Instagram along with the hashtag "#WorldsLargestPineappleDisplay". The photograph must be taken and posted during the Contest Period. All entries and photographic images must be original to the entrant.

**Limit one (1) entry per person and/or Instagram account during the Contest Period. Automated means of entry are prohibited and any use of automated devices will cause disqualification. In the event a dispute arises regarding a specific individual entitled to receive a Prize, an entry will be declared made by the "authorized Instagram account holder" associated with the Instagram account in question, as applicable.** The "authorized Instagram account holder" is defined as the natural person who is assigned to the Instagram account by an Internet access provider, online service provider or other organization that is responsible for assigning Instagram accounts for the Instagram account that submits the entry. Entrants may be requested to provide Sponsor with proof that the entrant is the authorized Instagram account holder of the Instagram account in question. Any damage made to the website will be the responsibility of the authorized Instagram account holder with the damage in question. Entrants may not enter multiple times during the Contest Period or enter with multiple Instagram accounts during the Contest Period, and entrants may not use any other device or artifice to register multiple times or as multiple registrants during the Contest Period. Any entrant who attempts to enter multiple times during the day or enter with multiple

Instagram accounts during the Contest Period or uses any device or artifice to enter multiple times during the Contest Period will be disqualified and forfeits any and all prizes won, in Sponsor's sole discretion. Any entries suspected of being fraudulent (including those using robotic, automatic, programmed, or similar methods of participation) may be disqualified, based on determinations made solely by Sponsor. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules. Sponsor reserves the right to cancel or modify the Contest if there are an insufficient amount of entrants. Proof of submission is not proof of receipt by Sponsor. By participating, entrants agree to abide by and be bound by these Official Rules and the Sponsor's decisions.

**NOTICE TO ENTRANTS: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

4. **SUBMISSION REQUIREMENTS:** Photo must be an original picture taken by the entrant. No stock photos can be used. The Photo shall be referred to as the "Submission". Any Submission, which in the sole opinion of Sponsor is deemed to be inappropriate for publication will be deemed ineligible. Once the Submission is submitted it cannot be changed, altered or modified. Submission (a) must be the original and sole creation of, and all right, title and interest including but not limited to the copyright in the Submission must be owned solely by, the entrant, (b) may not contain any nudity or any inappropriate dress or language as solely determined by the Sponsor, (c) may not have been submitted in any other competition, (d) may not have been published, including postings on the World Wide Web or social media, prior to entry in the Contest, (e) may not infringe upon any third party's rights, including but not limited to copyright, patent or trademarks/tradenames/logos, or rights of privacy or publicity, or contain material that is or may be considered defamatory, slanderous or libelous, or portray in a false light, and (f) may not violate any law, rule or regulation. Each entrant warrants and represents that his/her Submission complies with the conditions set forth in sub-clauses (a) through (f) above. Non-complying Submissions will be subject to disqualification. Submission may include other individuals who willingly appear, but entrants must obtain prior written consent from such individual satisfactory to Sponsor. Furthermore, Submissions must not contain the trademark, trade name, or logo of any third party (but may contain the trademark, trade name, or logo of the Sponsor) or the Earth's Best® brand and cannot contain any material that is protected by copyright. By entering into the Contest, each entrant grants permission for the use of the Submission, and his/her name, to be posted on the World Wide Web in connection with this Contest, and the advertising, promotion, and publicity of the Contest, and otherwise, as stated in these Official Rules (as solely determined by Sponsor). Each entrant hereby assigns and transfers all right, title and interest in and to each Submission to Sponsor. All submitted Submissions become the property of Sponsor and will not be acknowledged or returned.
5. **JUDGING AND SELECTION OF WINNERS:** All Submissions must meet the entry and Submission requirements in Sections 3 and 4 above. Submissions that do not meet the entry criteria, including, but not limited to the following, will be disqualified.
  - Use of hashtag
  - Tag location as Schnucks Arsenal
  - Include yourself in photo
  - Include pineapple display in photo

Entry submissions will be judged by the Sponsor's Creative Team to confirm entry requirements and based on factors outlined below:

Fit to the Contest theme: 33%  
Quality of the Submission: 33%  
Creative Interaction with the Display\*\*: 34%

**\*\* Individuals are not allowed to climb on or physically move the display.**

Winners may be required to certify, on information or belief, that their entry submissions are their original creation. Decisions of the judges are final and binding in all matters relating to this Contest.

In the event of a tie, tie entries will be re-judged with the following factors:

Fit to the Contest theme: 40%  
Quality of the Submission: 20%  
Creative Interaction with the Display\*\*: 40%

**\*\* Individuals are not allowed to climb on or physically move the display.**

6. PRIZES: One (1) Grand Prize: \$1,000.00 to use at any Schnucks Retail Facility. The Grand Prize will be awarded, at Winner's option, by (a) 500,000 Schnucks Rewards Points or (b) \$1,000.00 in Schnucks Gift Cards. Average Retail Value ("ARV") of the Grand Prize: \$1,000.00. ARV of all Prizes: \$1,000.00.

Gift Card Prize: Four (4) gift cards valued at \$250.00 each will be mailed to the address provided by Winner.

Schnucks Rewards Points Prize: On August 1, 2019, September 1, 2019, October 1, 2019, and November 1, 2019, up to 125,000 Schnucks Rewards Points will be added to the Winner's Schnucks Rewards account, which winner may redeem for qualified purchases at any of Sponsor's facilities. Pursuant to the Terms and Conditions of the Schnucks Loyalty Rewards Program, Rewards Points may **NOT** be redeemed for cigarettes, smokeless tobacco, alcoholic beverages, or prescription drugs. Winner is responsible for ensuring that their Rewards Points balance is equal to or less than 125,000 prior to the day the 125,000 points are to be deposited in Winner's account, as the maximum amount of points an individual may have at any one time is 250,000. If Winner's Rewards Points balance exceeds 125,000 when the deposit is made, only the total number of points needed to reach 250,000 will be deposited and all points between such deposit and 200,000 will be forfeited for that month.

Gift Cards are subject to terms and conditions of the Gift Card issuer. All prize details are at Sponsor's sole discretion. Released Parties shall not be responsible for any issues arising out of or in connection with use of the Prize. **Limit one Prize per person/e-mail address.**

7. PRIZE RESTRICTIONS: Winners are subject to verification by Sponsor or its representatives of the winner or finalist's name, age, address, phone number, and Social Security number. Winner must meet all eligibility requirements stated herein. If a winner is disqualified, Sponsor reserves the right to determine an alternate winner or to not award that winner's prize at all. No prize transfer or cash redemption. No prize substitution, in whole or in part, except by Sponsor who reserves the right to substitute a prize (in whole or in part) of comparable or greater value, at its sole discretion. Any stated difference between the approximate retail value and actual value of prize or any substituted prize will not be awarded. All federal, state, and local taxes

on prizes are the sole responsibility of winners. Winners must complete all tax forms presented by Sponsor in order to receive a prize. All costs and expenses associated with prize acceptance and use not specifically provided herein are the responsibility of the winner. In no event will more than the stated number of prizes be awarded.

8. **WINNER NOTIFICATION AND PRIZE CLAIM:** Potential Winner will receive notification from Sponsor or its representatives via either Instagram direct message on or before July 19, 2019. Sponsor will then contact potential winner to obtain mailing information. Upon notification from Sponsor, potential winner must respond to Sponsor within forty-eight (48) hours via one of the methods provided for in the Instagram direct message with his/ her name, phone number and email address for further contact. If Winner chooses the Gift Cards, they will be mailed to the address provided by Winner no later than August 1, 2019. If Winner chooses Schnucks Rewards Points, they will be issued commencing on August 1, 2019 and ending on November 1, 2019. Sponsor is not responsible for an entrant's Instagram settings that prevent an entrant from receiving a prize notification or for undeliverable e-mail resulting from any form of active or passive e-mail filtering by an entrant's internet service and/or e-mail provider or for insufficient space in entrant's e-mail account to receive e-mail. Sponsor and the Released Parties assume no responsibility for undeliverable prize notification letter or prize resulting from typographical error or change of address or e-mail address of entrant. Sponsor and the Released Parties assume no responsibility for unclaimed prizes. In the event of non-compliance with these Official Rules, or if a prize notification or prize is unclaimed or returned as undeliverable, the potential winner may be disqualified and an alternate winner may be contacted.
  
9. **GENERAL CONDITIONS:** By entering, each entrant agrees (1) that Sponsor and its designees shall have the right and permission to use in any manner (unless prohibited by law) entrant's name, voice, city and state of residence, photographs and/or likeness for advertising and/or trade and/or promotion and/or any other purpose now or hereafter known anywhere in the world in perpetuity without further compensation, permission or notification to entrant or any third parties, except where prohibited by law; (2) to release, discharge, indemnify and hold harmless the Released Parties from and against any liability and any claim, action, liability, loss, injury or damage to entrant or any other person or entity, including, without limitation, infringement or violation of third party rights or personal injury or death to entrant or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of (a) the acceptance, possession, use or misuse of a prize, (b) participation in this Contest, (c) any element of this Contest, and (d) the exploitation of any of the rights granted herein; (3) to waive all rights to claim or collect punitive, incidental, consequential or any other damages; (4) that all causes of action relating to this Contest will be resolved individually without resort to any form of class action; (5) that any and all claims, judgments, or awards shall be limited to actual out of pocket costs incurred, excluding attorneys' fees; (6) that Missouri law shall apply exclusively to the Contest and that any dispute with respect to the Contest shall be resolved in either the federal or state courts located in Saint Louis County, State of Missouri; and (7) that if chosen as a winner of the Prizes, winner and any guest of Second Prize winner shall sign any further release required by Sponsor respecting Sections (1)-(6) above. Released Parties are not responsible for (1) electronic, hardware or software program, network, Internet, or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or for any human, typographical, printing or other error relating to or in connection with the Contest, including, without limitation, errors which may occur in the administration of the Contest, processing of entries, the announcement of the prizes, or in any Contest-related materials; (2) failed, incomplete, undeliverable, garbled, or delayed computer transmissions; (3) late, lost, illegible, invalid, unintelligible, technically corrupted, garbled, misdirected, incomplete, stolen, delayed or misdirected entries; (4) damage to entrants' or any person's computer or the contents thereof; (5) any condition caused

by events that may cause the Contest to be disrupted or corrupted; or (6) any inability of any winner to accept or use a prize. Sponsor reserves the right in its sole discretion to cancel, terminate, modify, or suspend the Contest if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs, corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Contest (or portion thereof), as determined by Sponsor in its sole discretion, and limit entries to those submitted prior to the action taken, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. In the event Contest is cancelled, Sponsor reserves the right, at its discretion, to award prizes from among all eligible non-suspect entries received up to the time of such action. Entry information becomes property of Sponsor.

10. **LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES:** IN NO EVENT WILL THE RELEASED PARTIES AND/OR THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE CONTEST AND/OR YOUR ACCESS TO AND USE OF THE WEBSITE, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST, INCLUDING SCHNUCKS.COM, AND THE USE OR MISUSE OF THE PRIZE. IN NO EVENT SHALL THE RELEASED PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED FIVE DOLLARS (\$5.00). WITHOUT LIMITING THE FOREGOING, THIS CONTEST 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 NONINFRINGEMENT. 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.
11. **USE OF DATA:** Information submitted in connection with this Contest, will be in accordance with Schnuck Markets, Inc.'s privacy policy. Please review the Schnuck Markets Inc. privacy policy at [www.schnucks.com](http://www.schnucks.com). By participating in the Contest, entrants hereby agree to Schnuck Markets, Inc.'s collection and usage of their personal information in accordance with its privacy policy and acknowledge that they have read and accepted Schnuck Markets, Inc.'s privacy policy.
12. **WINNERS LIST:** For name of winners, send a self-addressed, stamped envelope to Schnuck Markets, Inc., 11420 Lackland Rd., St. Louis, MO 63146-6928; Attn: Schnucks Pineapple Display Photograph Contest by December 31, 2019.
13. **SPONSOR:** Schnuck Markets, Inc.

This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram. Direct any questions/comments/complaints regarding this Contest to the Sponsor, not Instagram. Each entrant will be providing his/her information to the Sponsor and not to Instagram. Instagram is completely released of liability by each entrant. Instagram is a registered trademark of Instagram, Inc.