

Schnucks 2020 Steps Challenge Contest OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. THIS CONTEST IS INTENDED ONLY FOR AND PRIZES WILL ONLY BE AWARDED TO LEGAL RESIDENTS OF ILLINOIS, INDIANA, IOWA, MISSOURI, AND WISCONSIN WHO ARE (A) 18 YEARS OF AGE OR OLDER AND (B) ARE ENROLLED IN SCHUCKS REWARDS AT THE TIME OF ENTRY. YOU MUST HAVE A COMPUTER OR MOBILE DEVICE WITH INTERNET ACCESS IN ORDER TO ENTER.

1. The Schnucks 2020 Steps Challenge Contest is only open to legal residents of the states of Illinois, Indiana, Iowa, Missouri, and Wisconsin. Contestants who are eligible to win prizes must be (a) 18 years of age or older and (b) are enrolled in Schnucks Rewards as of 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., Matchup LLC, and their 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 Wednesday, January 1, 2020 at 12:00:01 a.m. Central Standard Time ("CST") and ends at 11:59:59 p.m. CST on Saturday, February 29, 2020 (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 either download the Stridekick App or set up your Stridekick account online.

VIA STRIDEKICK APP: Text STEPS to 27126. Click on the link in the text message to download and install the Stridekick App. Launch the Stridekick App and create your account. You can then connect your fitness tracker to your account, use your smartphone as a tracker, or manually enter your steps.

VIA INTERNET: Visit schnucks.Stridekick.com and follow the links and instructions to create your account. Once your account is created, manually enter your steps.

Limit one (1) entry per person 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 Stridekick account holder" associated with the Stridekick account in question, as applicable. The "authorized Stridekick account holder" is defined as the natural person who is assigned to the Stridekick account by an Internet access provider, online service provider or other organization that is responsible for assigning Stridekick accounts for the Stridekick account that submits the entry. Entrants may be requested to provide Sponsor with proof that the entrant is the authorized Stridekick account holder of the Stridekick account in question. Any damage made to the website will be the responsibility of the authorized Stridekick account holder with the damage in question. Entrants may not enter multiple times during the Contest Period or enter with multiple Stridekick 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 Stridekick 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:** Contestant must track their total steps during the Contest Period, either manually or through the Stridekick App. If entering your steps manually, it's optimal to enter them daily to track your progress on the leaderboard.
5. **SELECTION OF GRAND PRIZE WINNERS:** The first 50,000 eligible contestants that log 50,000 steps or more during the Contest Period will each be declared a Grand Prize winner.
6. **GRAND PRIZE:** \$2.00 to use at any Schnucks Retail Facility. The Grand Prize will be awarded by 1,000 Schnucks Rewards Points being added to a Grand Prize Winner's Schnucks Rewards Account. Average Retail Value ("ARV") of each Grand Prize: \$2.00. ARV of all Grand Prizes \$100,000.00.
7. **SELECTION OF BONUS PRIZE WINNERS:** 52 contestants that log 50,000 or more steps during the Contest Period will be selected to win the Bonus Prize.
8. **DRAWINGS/ODDS:** Winners for the Bonus Prize will be selected on a random basis from all eligible contestants. The Bonus Prize winners will be selected randomly by a Sponsor representative, whose decision shall be final and binding on all matters relating to the Bonus Prize. Odds of winning depend on the number of prizes awarded for the Bonus Prize and the number of Grand Prize Winners of the Contest.
9. **BONUS PRIZE:** \$100.00 to use at any Schnucks Retail Facility. The Bonus Prize will be awarded by 50,000 Schnucks Rewards Points being added to a Bonus Prize Winner's Schnucks Rewards Account. ARV of each Bonus Prize: \$100.00. ARV of all Bonus Prizes: \$5,200.00. ARV of all prizes: \$105,200.00
10. **GENERAL PRIZE INFORMATION:** Prizes may be redeemed 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 alcoholic beverages or

prescription drugs. A Grand Prize Winner is responsible for ensuring that their Rewards Points balance is equal to or less than 249,000 prior to the day the 1,000 points are to be deposited in their account, as the maximum amount of points an individual may have at any one time is 250,000. If a Grand Prize Winner's Rewards Points balance exceeds 249,000 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 250,000 will be forfeited. A Bonus Prize Winner is responsible for ensuring that their Rewards Points balance is equal to or less than 200,000 prior to the day the 50,000 points are to be deposited in their account, as the maximum amount of points an individual may have at any one time is 250,000. If a Bonus Prize Winner's Rewards Points balance exceeds 200,000 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 250,000 will be forfeited. **Limit one Prize per person/e-mail address.**

11. **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.
12. **WINNER NOTIFICATION AND PRIZE CLAIM:** Potential Winners will receive notification from Sponsor or its representatives via e-mail on or before March 15, 2020. Schnucks Rewards Points will be issued on or before March 31, 2020. Sponsor is not responsible for an entrant's e-mail 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 resulting from typographical error or change of 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 is unclaimed, the potential winner may be disqualified and an alternate winner may be contacted.
13. **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.

14. **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.

15. **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. 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.
16. **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 2020 Steps Challenge Contest by December 31, 2020.
17. **SPONSOR:** Schnuck Markets, Inc.

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