

## Schnucks Fall 2021 Taste of Italy Sweepstakes

### OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. THIS SWEEPSTAKES IS INTENDED ONLY FOR LEGAL RESIDENTS OF ILLINOIS, INDIANA, MISSOURI, AND WISCONSIN WHO ARE (A) 18 YEARS OF AGE OR OLDER AND (B) ARE ENROLLED IN SCHUCKS REWARDS AT THE TIME OF ENTRY.

1. **ELIGIBILITY:** The Schnucks Fall 2021 Taste of Italy Sweepstakes is only open to legal residents of the states of Illinois, Indiana, Missouri, and Wisconsin who are (a) 18 years of age or older and (b) are enrolled in the Schnucks Rewards as of the time of entry. The Sweepstakes 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 Sweepstakes (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. **SWEEPSTAKES PERIOD:** Sweepstakes begins on Wednesday, September 8, 2021 at 12:00:01 a.m. CST and ends at 11:59:59 p.m. CST on Tuesday, September, 2021 (the "Sweepstakes Period"). The time stamp for the server for the entry application will be the official timekeeper for this Sweepstakes.
3. **TO ENTER:** There are two ways to enter during the Sweepstakes Period, through the Schnucks Rewards app installed on your smart phone or via mail.

Via Schnucks Rewards app: Launch the app on your smart phone. Within the home screen, click the "*Taste of Italy*" banner.

Via mail: To participate by mail, type or handprint legibly, on an approximately 3" x 5" card or piece of paper, your first and last name, age, complete postal address with ZIP Code (no P.O. Boxes allowed), email address, daytime telephone number, and the name or address of the Schnucks store you typically shop at. Mail your entry in a standard business-size envelope with proper postage affixed to: Schnuck Markets, Inc., 11420 Lackland Rd., St. Louis, MO 63146-6928; Attn: Schnucks Fall 2021 Taste of Italy Sweepstakes. All mail-in entries must be postmarked by September 28, 2021 and received by October 5, 2021. All incomplete, illegible, or non-conforming entries will be disqualified. In the event of a dispute regarding the identity of an individual who submitted an entry by mail, the entry will be deemed submitted by the person named on the entry provided such person meets the eligibility requirements for the Sweepstakes. If you are not a member of Schnucks Rewards at the time of entry, your entry into the Sweepstakes constitutes your consent to being enrolled in Schnucks Rewards.

Limit one (1) entry per person and/or e-mail address during the Sweepstakes 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 e-mail account holder" associated with the e-mail address in question. The "authorized e-mail account holder" is

defined as the natural person who is assigned to the e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted e-mail address. Entrants may be requested to provide Sponsor with proof that the entrant is the authorized e-mail account holder of the e-mail address associated with the e-mail account in question. Any damage made to the website will be the responsibility of the authorized e-mail account holder of the e-mail account associated with the damage in question. Entrants may not enter multiple times or enter with multiple e-mail addresses, and entrants may not use any other device or artifice to register multiple times or as multiple registrants. Any entrant who attempts to enter multiple times or enter with multiple e-mail addresses or uses any device or artifice to enter multiple times 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 Sweepstakes if there are an insufficient number of entrants. Proof of submission is not proof of receipt by Sponsor. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions which are final and binding in all matters related to the Sweepstakes.

NOTICE TO ENTRANTS: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE THE 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 FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

4. DRAWINGS/ODDS: Winners for the Sweepstakes will be selected on a random basis from the eligible entries received during the Sweepstakes Period to select the potential winners of the Grand Prizes. The winners will be selected randomly by a Sponsor representative, whose decision shall be final and binding on all matters relating to the Sweepstakes. Odds of winning depend on the number of prizes awarded for the Sweepstakes and the number of entries received.
5. PRIZES: Eight (8) Grand Prize: 500,000 Schnucks Rewards Points. Average Retail Value ("ARV") of each Grand Prize: \$1,000.00. ARV of all Prizes: \$8,000.00. On November 1, 2021, December 1, 2021 January 3, 2022, February 1, 2022, March 1, 2022, May 2, 2022, June 1, 2022, July 1, 2022, August 1, 2022, and September 1, 2022, up to 40,000 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. On April 1, 2022, and October 3, 2022, up to 50,000 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 alcoholic beverages. Winner is responsible for ensuring that their Rewards Points balance is equal to or less than 460,000 prior to the day the 40,000 points are to be deposited in Winner's account or less than 450,000 prior to the day the 50,000 points are to be deposited in Winner's account, as the maximum amount of points an individual may have at any one time is 500,000. If Winner's Rewards Points balance exceeds 450,000 or 460,000 as appropriate when the deposit is

made, only the total number of points needed to reach 500,000 will be deposited and all points between such deposit and 40,000 or 50,000 will be forfeited for that month. 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.**

6. **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.
7. **WINNER NOTIFICATION AND PRIZE CLAIM:** Potential winners will receive notification from Sponsor or its representatives via e-mail on or before October 8, 2021. Prizes will be issued beginning on November 1, 2021. Sponsor is not responsible 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. 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.
8. **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 Sweepstakes, (c) any element of this Sweepstakes, 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 Sweepstakes 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 Sweepstakes and that any dispute with respect to the Sweepstakes 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 Sweepstakes, including, without limitation, errors which may occur in the administration of the Sweepstakes, processing of entries, the announcement of the prizes, or in any Sweepstakes-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 Sweepstakes 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 Sweepstakes 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 Sweepstakes (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 Sweepstakes 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.

9. **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 SWEEPSTAKES AND/OR YOUR ACCESS TO AND USE OF THE WEBSITE, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES, 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 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 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.
10. **USE OF DATA:** Information submitted in connection with this Sweepstakes, 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 Sweepstakes, 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.

11. 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 Fall 2021 Taste of Italy Sweepstakes by December 31, 2021.
12. SPONSOR: Schnuck Markets, Inc.

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