

## **DIGITAL SHOPPER SURVEY**

### **GIFT CARD GIVEAWAY**

#### **Official Rules**

**1. NO PURCHASE NECESSARY TO PARTICIPATE OR WIN A PRIZE.**

Participants do not have to make a purchase at any of Sponsor's stores to participate in the survey to participate in the drawing. The Gift Card giveaway is subject to these Official Rules and all federal, state and local laws, and is void where prohibited by law.

**2. PROMOTION PERIOD.** The drawing will be held within 7 days of the close of the survey. The survey will be distributed beginning June 11, 2021 at or about 10:00:00 AM Eastern Standard Time ("EST") and is expected to end within 10 days.

**3. HOW DO I ENTER?**

**A.) Participate in the Digital Shopper Survey(s):** During the time when the Digital Shopper Survey is open, you can be entered in the Gift Card Giveaway by entering your first and last name (required), phone number (required), and e-mail address (required) in the online entry form located at the end of the survey. Entries made by completing the online survey form will be limited to one (1) entry per person.

**B.) Free Mail-In Method of Entry:** During the Promotion Period, you can be entered in the Sweepstakes without entering the required contact information online by hand by printing your full name, street address, phone number, email address, and date of birth on a 3"x5" piece of paper and mailing it in a self-addressed, stamped envelope to: c/o M. Hitchings, Digital Shopper Survey Sweepstakes , 901 Van Ess Ave NW, Grand Rapids, MI 49504. Mail-in entries will be limited to one (1) entry per person (regardless of whether that person has more than one

(1) email address or more than one (1) phone number). Mail-in entries must be received by July 2, 2021.

**4. AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By entering in the Sweepstakes, each participant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of entries, the selection of participants and the winner, and the awarding of the prizes), which are final and binding in all respects.

**5. HOW DO I WIN?** For each prize, the potential winner will be selected in a random drawing to be held no later than July 15, 2021. The random drawing will be made from among all entries received during the Promotion Period. You do not need to be present at a Sponsor store to win. The potential winners will be notified by a representative of Sponsor via email or phone on or within fourteen (14) days the day of the drawing. The potential winners must respond to such notification within two (2) calendar days after notification. If a potential winner fails to respond within two (2) calendar days or declines to accept the prize, such potential winner will be disqualified, and Sponsor will select an alternate winner from the remaining entries. If, for any reason, more potential winners are notified than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the prizes through a random drawing from among all eligible potential winners so notified.

**6. WHAT CAN I WIN?** Five (5) winners will be selected, each of whom will receive one (1) \$50 gift card for Tom's Food Markets.

No prize substitutions or exchanges will be allowed. Winners will be contacted to arrange for delivery of the prize.

7. **AM I ELIGIBLE?** The Sweepstakes is open to residents of the United States whom are at least eighteen (18) years old at the time of entry, or residents of Nebraska whom are at least nineteen (19) years old at the time of entry. Employees (and their families, and members of their households, whether or not related) of Tom's Food Markets and its affiliated companies are not eligible to receive a prize.

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

9. **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.

**10. RELEASE.** By entering the Sweepstakes, participants and winner release Sponsor or, their parents, subsidiaries and affiliates and the officers, directors, employees and agents of each from any and all liability of any kind for any loss, harm, damage, personal injury and/or death, arising out of participation in this Sweepstakes and/or the acceptance, use or misuse of the prize, and grant permission to Sponsor to use winner's name, street address, city and state for advertising, trade and promotional purposes in all media without additional compensation or notice wherever lawful. 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.

**11. LIMITATIONS OF LIABILITY.** Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, postage due or misdirected entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, wireless, mobile, texting or computer online systems, networks or lines, telephone, wireless, mobile, texting or computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service, including, without limitation, telephone, wireless, mobile, texting or computerized service; (d) unauthorized intervention in any part of the entry process or the Sweepstakes; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Sweepstakes or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer or wireless device, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes, or from viewing, playing or downloading any material from Sponsor's website(s), regardless of whether the material was prepared by Sponsor

or a third party, and regardless of whether the material is connected to Sponsor's websites by a hypertext link.

**12. PUBLICITY.** Except where prohibited by law, participation in the Sweepstakes constitutes each 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.

**13. 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 Sweepstakes, or any prizes 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.

**14. DATA PRIVACY.** 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 <https://www.toms-foodmarkets.com/privacy-policy>

**15. OFFICIAL RULES. THESE OFFICIAL RULES ARE AVAILABLE AT SPONSOR'S WEBSITE LOCATED AT [HTTPS://WWW.TOMS-FOODMARKETS.COM/SURVEYS](https://www.toms-foodmarkets.com/surveys) OR BY SENDING A SELF-ADDRESSED POSTAGE-STAMPED ENVELOPE TO DIGITAL SHOPPER SURVEY - OFFICIAL RULES REQUEST, C/O TOM'S FOOD MARKETS , 1311 S. DIVISION ST, TRAVERSE CITY, MI 49684 .**

**16. WINNERS' LIST.** To request the name of the Sweepstakes winner, send a self-addressed postage-stamped envelope "DIGITAL SHOPPER SURVEY SWEEPSTAKES" - Winners List Request, c/o Tom's Food Markets, 1131 S. Division St, Traverse City, MI 49684. Requests must be received by July 2, 2021.

**17. SPONSOR.** This Sweepstakes is sponsored by Tom's Food Markets, 1131 S. Division, Traverse City, MI 49684. Sponsor reserves the right to cancel this Sweepstakes at any time and substitute another promotion in its place.

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