

Fareway Stores, Inc.
Social Media Give-Away
Official Rules

Unless otherwise noted, these Official Rules govern any social media give-away promotion ("Promotion") sponsored by Fareway Stores, Inc., 715 8th Street, Boone, IA 50036-0070 ("Fareway" or "Sponsor"). In the event of a conflict between any entry instructions and these rules, these rules control.

1. **Eligibility:** The Promotion is open to persons who are at least 18 years of age at the time of entry and live within 50 miles of the Fareway store associated with the Promotion ("Store"). Individuals who have, within the past six months, been employed by or performed services for Fareway, and the immediate family or household members of such individuals (whether related or not), are ineligible.
2. **How to Enter:** To submit a valid entry, entrants must comply with any entry instructions and deadlines set forth on the Store's social media announcement(s) of the Promotion. By entering the Promotion, entrant binds himself or herself, as well as entrant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, to the terms and conditions contained in these rules. No purchase is necessary to enter and a purchase will not increase your chances of winning.
3. **Prize:** From all eligible entries, winner(s) will be selected to win the prize(s) described on the Store's social media announcement(s) concerning the Promotion.
4. **Odds of Winning:** The odds of winning depend on the number of prizes and valid entries.
5. **Retail Value:** The retail value of the prize(s) may be obtained by contacting the Store.
6. **Winner Selection and Notification:** The prize winner(s) will be selected by Sponsor from eligible entries. Sponsor shall contact the prize winner(s) following the selection of the winning entrant(s). If Sponsor is unable to contact or locate any prize winner, the prize winner may, at Sponsor's sole discretion, be declared ineligible and Sponsor shall select an alternate prize winner.
7. **Prize Restrictions:** No cash redemptions. No transfer of prize permitted. No substitutions, except Sponsor may substitute a prize of equal or greater value at its sole discretion. All U.S. federal, state, and local taxes, and all other costs or expenses not specifically stated herein as being awarded are the responsibility of the winner. Winner must take delivery of prize upon notification that he or she has been selected. WINNER AGREES TO ACCEPT ALL ASPECTS OF THE PRIZE "AS IS," AND SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.
8. **Publicity:** Except where prohibited, participation in the Promotion constitutes the consent of the winner(s) to Sponsor's and its agents' use of the winner's name, age, photograph, voice, likeness and/or image, and hometown address for promotional purposes in any media without further payment or consideration.
9. **General Conditions:** By entering, entrants warrant and represent that they agree to be bound by these Official Rules (including all eligibility requirements) and the decisions of the Sponsor and any appointed agents, which shall be final and binding in all respects. By entering, winners, on behalf of himself or herself and his or her heirs, assignees, executors and administrators, agree to release, discharge, and hold harmless any and all claims against the Sponsor, from and against any and all liability for any injury, including but not limited to personal injury, bodily injury (including without limitation wrongful death or disability), property damages, or loss or damage of any other kind arising in whole or in part, directly or

indirectly, from delivery, non-delivery, acceptance, possession, use of a prize, or from participation in this Promotion, or any Promotion-related activity, whether or not such injury, loss or damage arises in whole or in part from the negligence of the Sponsor, its affiliates, officers, directors, shareholders, employees, or agents.

- 10. Disputes and Choice of Law:** Entrants agree that any and all disputes, claims, and causes of action arising out of or connected with the Promotion, or any prize awarded, or the determination of the winner shall be resolved individually, without resort to any form of class action, and exclusively before a court located in the State of Iowa. To the fullest extent permitted by law, entrants waive any right to a jury trial in any and all such disputes, claims, or causes of action. Any disputes, claims, or causes of action shall be limited to actual out-of-pocket costs incurred, but in no event attorney's fees. Under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive any claim to, punitive, incidental, or consequential damages, 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 entrant and Sponsor in connection with the Promotion shall be governed by the laws of the State of Iowa, without regard to conflicts of law principles or rules, and all proceedings shall take place in Boone, Iowa.