## Fareway Stores, Inc. \$5,000 Grocery Giveaway Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

These Official Rules govern the \$5,000 Grocery Giveaway Sweepstakes ("Sweepstakes") sponsored by: Fareway Stores, Inc. ("Fareway"), 715 8<sup>th</sup> Street, Boone, IA 50036-0070 and the Iowa Corn Growers Association, 5505 NW 88<sup>th</sup> St., Johnston, IA 50131 (hereinafter the "Sponsor"). In the event of a conflict between any entry instructions and these rules, these rules control.

- 1. Eligibility: The Sweepstakes is open to persons who are legal residents of Iowa, Illinois, Kansas, Minnesota, Missouri, Nebraska, or South Dakota, who are at least 18 years of age or older (or the age of majority in their state of legal residence, whichever is older) at the time of entry, and live within 50 miles of a Fareway store ("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.
- **Sweepstakes Period:** The Sweepstakes will run from 12:01 a.m. Central Time on December 31, 2023 through 11:59 p.m. Central Time on January 27, 2024 ("Sweepstakes Period").
- 3. How to Enter: To submit a valid entry, during the Sweepstakes Period, entrants must visit <a href="https://www.farewaystores.com/promotions/sweepstakes">https://www.farewaystores.com/promotions/sweepstakes</a> to complete and submit an entry form. Entries are limited to one (1) entry per entrant per day during the Sweepstakes Period. BY COMPLETING AN ENTRY FORM AND ENTERING INTO THE SWEEPSTAKES, EACH ENTRANT AGREES TO BE BOUND BY THE FAREWAY'S TERMS & CONDITIONS OF USE FOUND AT: <a href="https://www.fareway.com/terms/">https://www.fareway.com/terms/</a> BY COMPLETING AN ENTRY FORM AND ENTERING INTO THE SWEEPSTAKES, ENTRANT FURTHER ACKNOWLEDGES AND AGREES THAT FAREWAY WILL HAVE ACCESS TO ENTRANTS' ENTRY INFORMATION AND BY ENTERING ENTRANT CONSENTS TO RECEIVING PROMOTIONAL MESSAGES FROM FAREWAY VIA EMAIL AND/OR TEXT MESSAGE. Additionally, by entering the Sweepstakes, 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.
- **4. Prize:** One (1) Winner will be selected to win the following prize: \$5,000.00 of groceries (awarded as Fareway gift cards totaling \$5,000.00). The winner will be solely responsible for all U.S. federal, state, and local taxes.
- **Odds of Winning:** The odds of winning depend on the number of valid entries received during the Sweepstakes period.
- **6. Retail Value:** The retail value of the prize is \$5,000.00.
- 7. Winner Selection and Notification: One (1) prize winner will be selected by Sponsor, on or about the January 29, 2024, from eligible entries via the Sweepstakes platform, woobox.com, or other online random number generator service, or a random drawing (at Sponsor's election).

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.

- 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 sole responsibility of the winner. The winner may be required to complete and return an IRS W-9 form and an Affidavit of Eligibility and Publicity/Liability release form. Sponsor reserves the right to withhold the prize until such form(s) are completed and returned to Sponsor. Winner must pick up the prize from the nearest Fareway store 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.
- **9. Publicity:** Except where prohibited, participation in the Sweepstakes 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 Sweepstakes purposes in any media without further payment or consideration.
- 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 Sweepstakes, or any Sweepstakes-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.
- 11. Data Collection: Sponsor will be collecting personal data about participants when they enter the Sweepstakes. Personal data includes but is not limited to: name, address, date of birth, email address, and telephone number. Please review Sponsor's privacy policy at: <a href="https://www.fareway.com/privacy-policy">https://www.fareway.com/privacy-policy</a> By participating in the Sweepstakes, entrants hereby agree to all personal information uses and disclaimers as explained in the above noted privacy policy.
- Disputes and Choice of Law: Entrants agree that any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, 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 Sweepstakes 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.
- **Winners List and Official Rules:** The names of the prize winner(s) and/or a copy of the Official Rules may be obtained by sending a self-addressed, postage prepaid written request to: Fareway Stores, Inc., Attn: \$5,000 Grocery Giveaway, 2300 Industrial Park Road, Boone, Iowa 50036.

THESE SWEEPSTAKES ARE VOID WHERE PROHIBITED BY LAW.