

Fareway / Capital City Fruit Sweepstakes

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

1. **PROMOTION DESCRIPTION: Big Game Giveaway – Fareway – Capital City Fruit Sweepstakes**

(“Sweepstakes”) begins on **January 2, 2020** at 12:00:00 AM Central Time (“PT”) and ends on **January 24, 2020** at 11:59:59 PM (PT) (“Promotion Period”). Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with, abide by, and be bound by these Official Rules and the decisions of Fareway and Capital City Fruit (“Sponsors”), which shall be final and binding in all respects.

2. **ELIGIBILITY:** Open only to legal U.S. residents living within 50 miles of a Fareway store who are eighteen (18) years of age or older at time of entry. Employees of Fareway, Capital City Fruit, or of their respective parent companies, affiliates, subsidiaries, prize suppliers, advertising and promotion agencies (“Promotion Entities”) and wholesalers, suppliers, distributors and retailers of alcoholic beverage licensees (collectively, “Licensees”) and immediate family members (spouses, parents, children, siblings, and their spouses) and/or individuals living in the same household as employees of Promotion Entities and Licensees are not eligible to participate. **Void where prohibited by law.**

3. **HOW TO ENTER:**

ONLINE: To enter online, go to <http://www.fareway.com> (“Website”) and follow the online instructions to register and complete your entry into the Sweepstakes. Online registration and entry are free. Online entries must be completed by 11:59:59 PM (CT) on 1/24/20.

BY MAIL: To enter by mail, hand print in ink on a 3" x 5" card, your full name, complete home address and zip code, daytime telephone number including area code, date of birth, and e-mail address (if any). Mail this completed card in outer mailing envelope with first-class postage affixed to: **Fareway — Capital City Fruit Sweepstakes**, (2300 E. Eighth Street Boone, IA 50036). No metered mail will be accepted. All mail-in entries must be postmarked by 1/17/20 and received by 1/24/20. No copies, facsimiles or mechanical reproductions will be accepted. Sponsor assumes no responsibility for lost, late, incomplete, stolen, misdirected, illegible or postage due entries or mail. Limit one (1) entry per outer stamped mailing envelope.

All entries become the property of Sponsor and will not be returned. Limit one (1) entry per email address/per person, per Day – regardless of method of entry. For purposes of this Sweepstakes, a “Day” is defined as any consecutive twenty-four (24) hour time period during the Promotion Period starting at 12:00:00 AM (CT) and ending at 11:59:59 PM (CT). In the event of a dispute regarding any entry, such entry will be deemed to have been submitted by the Authorized Account Holder of the email address submitted at the time of entry, provided that person meets all eligibility requirements set forth in these Official Rules. “Authorized Account Holder” means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entrants may not participate with multiple e-mail addresses, nor may entrants use any device or artifice to enter multiple times per Day or as multiple entrants. Any entrant who attempts to enter with multiple e-mail addresses per Day, under multiple identities or uses any other device or artifice to enter multiple times per Day will be disqualified from participation in the Sweepstakes and all entries submitted by that entrant will be void. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for any change of mailing address, email address, and/or telephone number of entrants.

4. RANDOM DRAWING:

The winners will be selected in a random drawing to be held on or about 1/27/20 from among all eligible entries received by Sponsor or its designee, whose decisions are final and binding. Winners will be notified by phone, mail and/or email at Sponsor’s discretion using contact information provided at the time of entry. Sponsor is not responsible for any change of mailing address, email address, and/or telephone number of any entrant. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by the potential winners for any reason. If, despite reasonable efforts, any of the potential winners do not respond within seventy-two (72) hours of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to any of the potential winners, such that the potential winners will forfeit his or her prize and an alternate winner(s) may be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential prize winner will be disqualified and an alternate prize winner may be selected. Prizes will be delivered within 7 days of drawing (February 3, 2020).

5. PRIZES/APPROXIMATE RETAIL VALUES (ARV):

Exactly Three (3) Prizes will be awarded. Each prize will consist of one of the following prizes listed: Three (3) 60 inch Televisions

Where applicable, winners will receive a 1099 tax form for the actual retail value of the prize won.

6. GENERAL:

Potential Prize winner will be required to sign and return a notarized Affidavit of Eligibility/Liability Release including the recording of their social security number (for tax reporting purposes – as required by law) and, where permitted by law, Publicity Release within ten (10) days after first notification attempt. If prize notification or prize is returned as non-deliverable, prize may be forfeited and an alternate winner may be selected provided there is sufficient time remaining to award the prize. No correspondence will be acknowledged. No cash equivalents, substitutions or transfer of prize permitted except that Sponsor reserves the right to substitute a prize of equal or greater value in the event that an offered prize is unavailable. Prize cannot be used in conjunction with any other promotion. This Sweepstakes is governed by the laws of the United States and is subject to all applicable federal, state, and local laws and regulations. Promotion Entities will have no liability whatsoever for any injuries, losses or damages of any kind caused by any prize or resulting from acceptance, possession, use and/or misuse of any prize or participation in the Sweepstakes or any prize-related activities. Acceptance of a prize shall be construed as and signify the winner's agreement and consent that the Promotion Entities and Licensees may use the winner's name, image, voice, likeness and/or prize information, without limitation, for promotional purposes without further consideration, review, approval or payment, unless prohibited by law. Winners also grant the Promotion Entities and Licensees the right to use and publish winners' names and states of residence online, in print, and in any other media in connection with the Sweepstakes. Sponsor is not responsible for any typographical or other error in the printing of the offer or in administration of the Sweepstakes

7. LIMITATIONS AND RELEASES:

Any attempted form of entry into the Sweepstakes, other than the entry methods stated, is prohibited. Promotion Entities are not responsible for lost, late, misdirected, mutilated, or illegible entries or for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware, software, electronic, network, telephone or other communications malfunctions, errors or failures of any kind, errors in transmission, lost or unavailable network connections, telephone connections, wireless device connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture or entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed transmissions which may limit or restrict a participant's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's phone, or other matter relating to or resulting from participating in this Sweepstakes or downloading any materials in the Sweepstakes. If for any reason the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of

this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes; and award the prizes via random drawing from among all eligible non-suspect entries received up to the action taken by the Sponsor provided a sufficient number of eligible entries have been received. Caution: Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the 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 person to the fullest extent of the law.

By entering, entrants release and hold harmless Fareway, Capital City Fruit, the Promotion Entities and Licensees, their respective parents, subsidiaries, affiliates, directors, officers, employees, attorneys, agents, and representatives from any and all liability for any injuries, loss, claim, action, demand or damage of any kind arising from or in connection with the Sweepstakes or any prize won, any misuse or malfunction of any prize, participation in any Sweepstakes related activity, or participation in the Sweepstakes.

As a condition of participating in this Sweepstakes, entrant agrees that any and all disputes which cannot be resolved between the parties and causes of action arising out of or connected with this Sweepstakes agree that the rules will be interpreted in accordance with the laws of the State of Iowa, and that any dispute will be determined by compulsory arbitration in the city of Des Moines under the rules of the American Arbitration Association. In any such dispute, participant shall, under no circumstances, be entitled to claim punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (if any) associated with participating in the Sweepstakes, and participant hereby waives all rights to have damages multiplied or increased.

8. WINNERS' LIST: For names of winners, send a self-addressed, stamped envelope by **January 29, 2020**
to: **Fareway — Capital City Fruit Sweepstakes**, (2300 East Eighth Street, Boone, Iowa 50036).