

**SPARTANNASH**  
**“TAILGATE THROWDOWN”**  
**SWEEPSTAKES**

**Official Rules**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF, AND CURRENTLY RESIDING WITHIN, INDIANA, MICHIGAN, NEBRASKA, OR NORTH DAKOTA WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY AND ONLY VALID IN INDIANA, MICHIGAN, NEBRASKA, AND NORTH DAKOTA. VOID WHERE PROHIBITED.**

- 1. NO PURCHASE NECESSARY TO PARTICIPATE OR WIN.** You do not have to visit or make a purchase at any of Sponsor’s Stores (as defined below) to participate in this Sweepstakes or to win a prize. The Sweepstakes is subject to these Official Rules and all federal, state, and local laws, and is void where prohibited by law.
- 2. PROMOTION PERIOD.** The Sweepstakes begins at or about 12:00:01 AM Eastern Time (“ET”) on September 24, 2023 and ends at or about 11:59:59 PM ET on October 21, 2023 (“Promotion Period”). The Sponsor’s computer is the Sweepstake’s official clock.
- 3. HOW TO ENTER.**
  - A. Rewards Card or Advantage loyalty Card:** To be entered in this Sweepstakes via Rewards or Advantage loyalty card, you must have a registered Rewards or Advantage Card account. If you do not already have a registered Rewards or Fresh Rewards account, you can register by (i) going to <https://www.shopfamilyfare.com>, <https://www.shopvgs.com>, <https://www.shopforesthillsfoods.com>, <https://www.shopdwfreshmarket.com>, <https://www.familyfreshmarket.com> or to <https://martins-supermarkets.com/advantage-card-form>, and clicking “Create Account” or (ii) downloading the mobile app for a SpartanNash banner store (each, a “Sponsor Store” and collectively, the “Sponsor’s Stores”). All apps are available for free on the Apple App Store and the Google Play Store. Once you have downloaded the mobile app for any of Sponsor’s Stores, click “Need a login?” to create a Rewards account. During the Promotion Period, you will receive one (1) entry into the Sweepstakes for every three (3) participating items purchased within one transaction at any of Sponsor’s Stores locations and using your Rewards or Advantage loyalty card at checkout. Participating items will be listed on the websites listed in Section 14 and may change throughout the promotion. Rewards or Advantage loyalty card entries will be valid for the drawing following the Promotion Period. Entries made via Rewards or Advantage loyalty card will be deemed to have been made by the natural person registered to the Rewards or Advantage loyalty card account, regardless of who actually makes the purchase, as long as such person is otherwise eligible in accordance with these Official Rules.
  - B. Mail In:** You can also be entered in this Sweepstakes without visiting or making a purchase at any of Sponsor’s Stores by hand printing your full name, street address, phone number, email address (optional), and date of birth on a 3”x5” piece of paper and mailing it in a stamped envelope to: Tailgate Throwdown c/o SpartanNash 850 76<sup>TH</sup> ST SW, BYRON CENTER, MI 49315-9386 (“Mailed Entries”). During the Promotion Period and subject to the deadlines in Section 6 below. Mailed Entries will be limited to one (1) entry per envelope. No mechanically reproduced Mailed Entries are permitted.

4. **ELIGIBILITY.** The Sweepstakes is open only to residents of Indiana, Michigan, Nebraska, and North Dakota who are at least eighteen (18) years of age at the time of entry and is only valid in the state(s) of Indiana, Michigan, Nebraska, and North Dakota. Employees (and their families, and members of their households, whether or not related), of SpartanNash Company, including its affiliated companies, are not eligible to receive a prize. To learn the identity of a prize winner (available after November 6, 2023), send a self-address, stamped envelope to: Tailgate Throwdown c/o SpartanNash 850 76<sup>TH</sup> ST SW, BYRON CENTER, MI 49315-9386. All such requests must be received by November 30, 2023, by 12:00:00 PM ET.
5. **AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By entering in the Sweepstakes, you fully and unconditionally agree to be bound by and accept these Official Rules and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of entries, the selection of participants and winner(s), and the awarding of prizes), which are final and binding in all respects.
6. **PRIZES.** Five (5) Winners will each win one (1) Traeger Grill, one (1) Cornhole Board, and one (1) \$1,000 Banner Gift Card, which can be used at SpartanNash Stores (ARV \$2,750 for each award).
  - A. **Prize Delivery and Terms for All Prizes:** TOTAL ARV of all Prizes is \$11,000. For each of the prizes above, delivery will be made to the address provided by the winner. No prize substitutions or exchanges will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of any prize. Gift cards, coupons, and checks are subject to rules and restrictions of the gift card, coupon, or check. Notwithstanding and in addition to the substitution of prizes due to unavailability, you acknowledge and agree that due to COVID-19 or similar circumstances, travel and other experiential prizes may not be awardable for various reasons, and in addition to the substitution rights of the Sponsor, Sponsor may (but is not obligated to) substitute a different experiential prize with different components which may or may not be similar or different to the original prize, and at an undetermined time and place (which alternative experiential prize is also subject to further substitution or change due to such circumstances), and which may be of a lesser value than the announced value of the original prize, and any difference in value shall not be redeemable in cash or other consideration, and entrant shall have no claim to any such difference in value. All prize details are at the sole discretion of the Sponsor. Winner cannot assign or transfer the prize to another person. All other costs and expenses associated with the acceptance and use of the prize not stated in the prize description above as being provided including, but not limited to, all federal, state, and local taxes, insurance, title fees, will be the sole responsibility of the winner. If a prize cannot be awarded due to circumstances beyond the control of Sponsor, a substitute prize of equal or greater retail value may be awarded. If a Winner cannot accept a prize, or any portion thereof, as stated, the prize may be forfeited at the sole discretion of Sponsor. The value of the prize represents Sponsor's good faith determination of the maximum retail value thereof. No refunds or credit for changes are allowed. The ARV of any prize is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV/MSRP is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. All taxes on the Prize, if any, and other expenses related to accepting and/or using the Prize not listed in these Official Rules are the sole responsibility of the Winner, who may receive an IRS Form 1099 reflecting the fair market value of the Prize in the name of the Winner for the calendar year in which the Prize was won, if applicable. Winner and guest(s) agree to comply with all venue and location rules and regulation. Failure to do so may result in forfeiture of such portion of prize. Guest(s) must be of legal age of majority in his/her jurisdiction of residence (and at least 18) unless a guest is a child or legal ward of the winner. If applicable, certain travel restrictions may apply, and all travel arrangements, tickets, lodging, and event tickets are the sole responsibility of the winner. All other costs and expenses associated with the acceptance and use of the prize not stated in the prize description above as being provided including, but not limited to, all federal, state, and local taxes, insurance, luggage fees, meals and

beverages, gratuities, incidentals, souvenirs, and all personal expenses of any kind or nature, will be the sole responsibility of the winner. No more than the stated number of prizes will be awarded. PRIZES AWARDED “AS-IS” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). SPONSOR (INCLUDING EACH OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND AFFILIATES) EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY ARISING FROM USE OR REDEMPTION OF A PRIZE, AS FURTHER SET FORTH IN THESE OFFICIAL RULES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES OR INJURIES SUSTAINED BY A WINNER FOR ANY REASON, INCLUDING FROM ANY PART OF THE PRIZE OR ANY OTHER CAUSE(S) BEYOND SPONSOR’S REASONABLE CONTROL.

- B. How to Win/Odds of Winning.** Odds of winning depend on the number of entries to the Promotion. The Winner(s) will be selected in a random drawing on or about October 30, 2023. The random drawing will be made from among all eligible entries received during the Promotion Period. Mailed Entries must be received by October 27, 2023, by 11:59:59 PM ET. You do not need to visit or make a purchase at any of Sponsor’s Stores to win. The potential winners of each weekly prize will be notified by a representative of Sponsor via email address on or after the day of the drawing. The potential winners must respond to notification within five (5) calendar days after notification. If a potential winner fails to respond within five (5) calendar days or declines to accept the prize, such potential winner will be disqualified, the applicable entry will no longer be valid, 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.
- C. Affidavit and Release.** Sponsor may require that each Winner complete an Affidavit of Eligibility and Release of Liability and Publicity along with any required tax information or eligibility documentation, which shall be completed, signed, and returned to Sponsor within three (3) business days of receipt by each Winner, or the corresponding Prize may be forfeited, and, at Sponsor’s sole discretion, an alternate Prize Winner may be selected from all remaining eligible entrants. In such event, each Winner who failed to return the Affidavit of Eligibility and Release of Liability and Publicity within three (3) business days of receipt immediately forfeits the Prize in full and immediately releases any and all claims against Sponsor for delivery of such Prize. If Winner is determined, by Sponsor, in its sole and absolute discretion, to not be in compliance with these Official Rules, Sponsor may determine, in its sole and absolute discretion, that such Winner has forfeited the Prize and, at Sponsor’s sole discretion, an alternate Winner may be selected from all remaining eligible entries.
7. **ODDS OF WINNING.** Odds of winning in any of the random drawings will be determined by the number of entries received.
8. **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.

9. **RELEASE.** By entering the Sweepstakes, you release Sponsor and its parents, subsidiaries, and affiliates and the officers, directors, employees, and agents of each ("Released Parties") 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 any prize, and grant permission to Sponsor to use your 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 and fees, if any, and any other expenses on the receipt and use of any prize, including the Grand Prize, are solely the winner's responsibility.
10. **LIMITATIONS OF LIABILITY.** Released Parties are 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.
11. **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 your 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, review, or consent.
12. **DISPUTE RESOLUTION.** You agree 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, judgements, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will you be permitted to obtain awards for, and you hereby waive 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 you and Sponsor in connection with this Sweepstakes, 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.

13. **DATA PRIVACY.** Information you provide to Sponsor will be used to communicate with you in relation to this Sweepstakes as well as to contact you at a later date with respect to products or services which the Sponsor believes may be of interest to you. Personal information will be handled in accordance with Sponsor's privacy policy available at <https://www.spartannash.com/privacy/>.
14. **OFFICIAL RULES. THE OFFICIAL RULES ARE AVAILABLE AT THE CUSTOMER SERVICE COUNTER IN EACH STORE LOCATION AND AT SPONSOR'S WEBSITE LOCATED AT:**  
<https://www.shopfamilyfare.com/tailgate-throwdown>  
<https://www.shopvgs.com/tailgate-throwdown>  
<https://www.shopforesthillsfoods.com/tailgate-throwdown>  
<https://www.shopdwfreshmarket.com/tailgate-throwdown>  
<https://www.familyfreshmarket.com/tailgate-throwdown>  
<https://www.martinsgroceriestogo.com/tailgatethrowdown>  
**OR BY SENDING A SELF-ADDRESSED POSTAGE-STAMPED ENVELOPE TO TAILGATE THROWDOWN C/O SPARTANNASH 850 76<sup>TH</sup> ST SW, BYRON CENTER, MI 49315-9386.**
15. **WINNER'S LIST.** To request the name of the Sweepstakes winner or these rules, send a self-addressed postage-stamped envelope Tailgate Throwdown Winners List Request, c/o SpartanNash, 850 76<sup>TH</sup> ST SW, BYRON CENTER, MI 49315-9386. All such requests must be received by November 30, 2023, by 12:00:00 PM ET.
16. **SPONSOR.** This Sweepstakes is sponsored by SpartanNash Company, 850 76<sup>TH</sup> ST SW, BYRON CENTER< MI 49315-9386. Sponsor reserves the right to cancel this Sweepstakes at any time and may substitute another promotion in its place

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