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**SWEEPSTAKES OFFICIAL RULES**  
**For**  
**Sprouts Farmers Market's**  
**Grab 'N Giveaway Sweepstakes**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.**

**ELIGIBILITY:** Only legal residents of the states of AL, AZ, CA, CO, FL, GA, KS, MD, MO, NC, NM, NV, OK, PA, SC, TN, TX, UT and WA 18 years of age or older, may enter. Not open to employees, officers or directors -- or to members of the immediate family or household of any of the foregoing -- of Sprouts Farmers Markets, Inc. ("Sponsor") or any of their respective parents, subsidiaries, affiliates, or any advertising or promotion agencies involved in this Sweepstakes promotion (collectively, the "Sweepstakes Entities"). **VOID OUTSIDE AL, AZ, CA, CO, FL, GA, KS, MD, MO, NC, NM, NV, OK, PA, SC, TN, TX & UT, WA AND WHERE PROHIBITED.**

**SWEEPSTAKES PERIOD:** The Grab 'N Giveaway Sweepstakes (the "**Sweepstakes**") begins on November 28, 2018 at 12:00:00 p.m. Pacific Time ("**PT**"), and ends on December 18, 2018 at 11:59:59 p.m. PT (the "**Sweepstakes Period**"). The Sponsor's database computer is the official time-keeping device for this Sweepstakes. Proof of submission is not proof of receipt.

**HOW TO ENTER:** To enter: (i) download the Sprouts mobile app, create a free account (or visit our website ([www.sprouts.com](http://www.sprouts.com)) to create one) and sign in (ii) visit the promo code section of the app and enter "BAGHUNGER23745". You may be given the option to choose to receive promotional messages from the Sponsor; however, your election to do so is optional and will not affect your chances of winning. Each App entry shall be defined as an "**Entry**" and collectively the "**Entries.**"

Each duly completed Web Entry shall be referenced as an "**Entry**" and collectively the "**Entries**". You may be given the option to choose to receive promotional messages from the Sponsor; however, your election to do so is optional and will not affect your chances of winning.

Web Entries are limited to one (1) Entry per person, per e-mail. Entries found to be in excess of the above-described limits may be disqualified. Any attempt by a person to enter more than the allowed number of Entries may result in disqualification. Use of any macro, bot, script or other automated means to submit Entries is strictly prohibited.

**AGREEMENT:** By participating in the Sweepstakes, you unconditionally accept and agree to comply with and abide by these Official Rules. All Entries must be received by the end of the Sweepstakes Period. Any information submitted by you will be subject to the privacy policy posted at [www.sprouts.com](http://www.sprouts.com) (which collectively with the "Sprouts Sweepstakes Page" shall be referred to as the "**Website**").

**WINNER SELECTION AND NOTIFICATION:** One winner will be randomly selected among all eligible entries received by 11:59:59 p.m. PT on December 18, 2018. Each potential winner will be notified by telephone, mail and/or email using the contact information given on the Entry. No liability is assumed for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If a potential winner does not respond within three (3) days after the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner may be disqualified and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected.

**PRIZES/ODDS:** One (1) Prize is available as follows (the “Prizes”):

**Grand Prize Including the following:**

- \$1,000 Sprouts Gift Card
- Donation of \$1,000 to local hunger relief agency of winner’s choice

Estimated retail value: \$1000.00

Prizes are non-transferable, and no cash alternative or prize substitutions will be allowed, except in Sponsor’s discretion. A substitute of comparable or greater value may be awarded if any prize listed becomes unavailable for any reason. Odds of winning depend on the number of eligible Entries received. Allow 3 weeks after validation for arrangement for delivery of prize. Limit one prize per household.

**GENERAL PRIZE CONDITIONS:** Each potential winner and their travel companions (a) are responsible for all federal, state and/or local taxes, and for any other fees or costs associated with acceptance or use of any prize by them and their guests and (b) may be required to execute an Affidavit of Eligibility, a Liability Release, and (where legal) a Publicity Release (collectively, “**Prize Claim Documents**”).

**GENERAL PROVISIONS:** Acceptance of a prize constitutes winner’s permission for Sponsor to use winner’s name and their travel companions’, upon them (or if a minor, their parent/legal guardian) signing a Liability Release, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation except where prohibited by law. You (and if you are a minor, your parent or legal guardian) agree that the Sweepstakes Entities (a) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from acceptance, receipt, possession and/or use or misuse of any prize, and (b) have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize’s quality or fitness for a particular purpose.

By entering the Sweepstakes, you further agree that (a) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or any prize awarded, shall be resolved individually without resort to any form of class action; (b) any claims, judgments and awards shall be limited to reasonable and actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney’s fees; and (c) under no circumstances will you be permitted to obtain any award for, and you hereby waive all rights to claim, punitive, incidental, indirect or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for reasonable and actual out-of-pocket expenses. These rules and any disputes relating hereto are governed by the internal laws of the State of Arizona without regard to principles of conflicts of laws, and by entering, you consent to the exclusive jurisdiction of the state and federal courts in Arizona for resolution of any disputes relating to the Sweepstakes and waive any objection thereto.

No responsibility is assumed for any damage to your computer system which is occasioned by accessing the Website or otherwise participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays. Without limiting the generality of the foregoing, no responsibility is assumed for incomplete, illegible, misdirected, misprinted, forged, tampered with, altered, late, lost, damaged, stolen, or postage-due submissions, prize notifications or other Sweepstakes materials, all of which are void; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any

technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.

Any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, may be disqualified, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

In the event of a dispute as to the identity of the entrant, any on-line entry will be deemed submitted by the authorized account holder of the e-mail account from which it was sent, provided such account holder must still meet the eligibility requirements for the Sweepstakes. The authorized account holder shall be the natural person to whom the applicable email address has been assigned by the Internet access provider, service provider, or other online organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes, in whole or in part, if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other unintended circumstances have impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select winner(s) in a random drawing from all eligible, non-suspect entries unaffected by the problem. Inclusion in such drawing shall be each entrant's sole and exclusive remedy in such circumstances.

Only the type and quantity of prizes described in these Official Rules will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy in such circumstances.

**WINNER'S LIST/OFFICIAL RULES:** For the name of the prize winner(s), available two weeks after the end of the Sweepstakes Period, send a self-addressed stamped envelope to Sprouts Farmers Market, Attn: Bryan Zavala, 5455 E High Street, Suite 111, Phoenix, AZ 85054. Winner names, after verification, may also be posted following the Sweepstakes Period for general information on Sponsor's Contest Page.

**SPONSOR:** Sprouts Farmers Market, 5455 E High Street, Suite 111, Phoenix, AZ 85054.