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**GIVEAWAY OFFICIAL RULES**  
**For**  
**Sprouts Farmers Market's**  
**Katie Morford**  
**"Instagram Story" Giveaway**

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THE GIVEAWAY. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

**ELIGIBILITY:** Only legal residents of the states of AL, AZ, CA, CO, FL, GA, KS, MD, MO, NC, NV, 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., Katie Morford, or any of their respective parents, subsidiaries, affiliates, or any advertising or promotion agencies (collectively, the "Sponsor") involved in this giveaway promotion- (the "Giveaway"). **Void outside AL, AZ, CA, CO, FL, GA, KS, MD, MO, NC, NM, NV, SC, OK, PA, TN, TX, UT, WA, and where prohibited.**

**Entry Period:** The Giveaway runs concurrently with Instagram Stories with Katie Morford which begins on Wednesday, May 8 at 10am PST and ends on Thursday, May 9 at 10am PST ("24 hour Entry Period").

**HOW TO ENTER:** To enter, visit @sprouts on Instagram and find our Grad Party Instagram Story published on Sprouts Farmers Market's account during the 24 Hour Entry Period with instructions to submit a "reply" of a graduation cap emoji. Each "reply" is an "Entry" and collectively the "Entries". Entry requires an Instagram account, which is free. Entries are limited one (1) entry per person per registered Instagram account. Entries found to be in excess of this limit 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. By participating in the Giveaway, you unconditionally accept and agree to comply with and abide by these Official Rules, which shall be final and binding in all respects.

This Giveaway is in no way sponsored, endorsed or administered by, or associated with Instagram. Entrants understand that they are providing their information to Sponsor, and not to Instagram.

**NOTE:** Due to the way Instagram operates its service, Sponsor may not receive entries from Instagram users with "protected" updates (i.e., entrant has set his/her account so that only people the entrant has approved can view their updates). If you wish to enter the Giveaway, please ensure that your account is set to public for such entry transaction. If you submit a reply via SMS from your wireless phone, your wireless-service provider may charge you for each text message you send and receive, including those to and from Sponsor. Please consult your wireless-service provider regarding its pricing plans. Message and data rates may apply.

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**Entry Requirements:** Entries that are incomplete or nonsensical are void. Entries must be responsive, appropriate for a general audience, consistent with Sponsor's image, in good taste, and not include any obscene, profane, insulting, defamatory or other offensive or inappropriate content. By entering, you represent and warrant that your Entry is your own original creation and that it does not infringe upon or violate the rights of others, including but not limited to copyright, trademark, right of publicity or privacy, or any other rights.

Entries that do not comply with these Official Rules or that otherwise contain prohibited or inappropriate content, as determined by the Sponsor in its sole discretion, will be disqualified and will not be considered for prizes.

Proof of submission is not proof of receipt. Sponsor's database computer is the official timekeeping device for the Giveaway. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the authorized account holder of the Instagram account from which the comment was sent at time of entry. "Authorized account holder" is defined as the natural person who is assigned to a Instagram account.

**Selection of Prize Winners:** Three (3) Entries will be randomly selected after the 24 hour Entry Period has ended on May 9, 2019 from among all eligible Entries ("Winning Comment") and the submitter of the Wining Comment will be deemed 'Winner' subject to verification of eligibility. Sponsor's decisions with regards to eligibility of entrants and Entries are final and binding. Odds of winning depend on the number of eligible Entries posted.

Potential winners will be notified by direct message on Instagram within two weeks from the end of the 24 hour Entry Period with instructions on how to claim their prize. Failure to respond within 24 hours may result in disqualification and selection of an alternate winner. Each potential winner may be required to sign an affidavit of eligibility and a liability and/or publicity release. Failure to comply when requested may result in disqualification and selection of an alternate winner. If any winner is a minor under the laws of his/her state of residence, prize may be awarded in name of parent or legal guardian who must also sign all required documents.

**Prizes:** THREE (3) grand prize winners will receive the following prize bundles (a "Prize"):

- Katie Morford's book PREP: The Essential College Cookbook! - \$18.95
- Sprouts Gift Card - \$25

Total Estimated Retail Value of Prize: \$43.95

**Release of Liability:** By participating, you release Sponsor, Sprouts Farmers Market, Inc., its parents, subsidiaries, affiliates, partners and their employees, directors, and agents, including advertising agencies ("Released Entities"), from any and against any and all injury, loss or damage caused or claimed to be caused by your participation in the Giveaway and/or the acceptance, awarding, receipt, use and/or misuse of the prize, and you agree that Released Entities are not responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the Giveaway and/or the awarding of any prize, except as expressly set forth in these Official Rules. By entering, you further agree that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Giveaway, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Giveaway, but in no event attorney's fees; (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives

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all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses; and (iv) any dispute will be governed by Arizona law without regard to principles of conflicts of laws, will be heard in the state or federal courts located in Arizona, and the entrant hereby consents and waives any objection to the jurisdiction of such courts.

**Publicity:** Except where prohibited by law, entry constitutes consent to the use of entrant's Entry, name, voice, and picture and/or likeness, submitted as part of the entry process, in any and all media without restriction of any kind whatsoever, without compensation, for promotion purposes, including but not limited to posting online as a finalist and/or any publicity associated with the Giveaway.

**Additional Rules:** Entrant hereby agrees to defend, indemnify and hold harmless Released Entities against any and all third-party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to any breach by the entrant of any provision of these Official Rules, including, without limitation, entrant's representations and warranties made herein.

Entry materials/data that have been tampered with or altered are void. Sponsor is not responsible for: (i) lost, late, misdirected, damaged, garbled or illegible entries; (ii) error, 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, mobile device, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer or mobile device related to or resulting from participating in the Giveaway. By participating in the Giveaway, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of judges and/or Sponsor, which are final and binding in all matters relating to the Giveaway. Failure to comply with these official rules may result in disqualification from the Giveaway. Sponsor reserves the right to: (i) permanently disqualify from any Giveaway it sponsors any person it believes has intentionally violated these official rules or acted in any unsportsmanlike or inappropriate manner; and (ii) suspend, modify or terminate the Giveaway if Sponsor believes, in its sole discretion, that malfunction, error, disruption or damage is impairing or will impair the administration, security, fairness, integrity or proper conduct of the Giveaway, in which case, Sponsor will, if possible, seek to award prizes in a fair and equitable manner among entrants whose entries are unaffected by the problem.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE ANY WEBSITE OR OTHER SERVICE ASSOCIATED WITH THE GIVEAWAY, OR INTERFERE WITH THE OPERATION OF THE GIVEAWAY, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**Winner List:** Names for the Instagram Story Giveaway will be given with two weeks to send a stamped, self-addressed envelope to the attention of: Marketing Department at Sprouts Farmers Market, 5455 E. High Street, Suite 111, Phoenix, AZ, 85054.

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