## **GIVEAWAY OFFICIAL RULES**

### For

# Sprouts Farmers Market Vitamins & Supplements for a Year 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, DE, FL, GA, KS, LA, MD, MO, NV, NJ, NM, NC, OK, PA, SC, TN, TX, UT, VA 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., or any of their respective parents, subsidiaries, affiliates, or any advertising or promotion agencies (the "Sponsor") and all other parties (collectively, the "Giveaway Entities") involved in this giveaway- (the "Giveaway"). **Void outside AL, AZ, CA, CO, DE, FL, GA, KS, LA, MD, MO, NV, NJ, NM, NC, OK, PA, SC, TN, TX, UT, VA, WA, and where prohibited.** 

**Entry Period:** The Sweepstakes (the "**Sweepstakes**") begins on Tuesday, January 3<sup>rd</sup>, 2023, at 8:00pm MST, and ends Monday, February 6, 2023, at 8:00pm MST ("Entry Period").

**HOW TO ENTER:** A Sprouts account (free) is required and must be kept open until at least February 20<sup>th</sup>, 2023 (the drawing date) in order for any entry(ies) earned in that Sprouts account to be part of the drawing. Depending on whether you already have a Sprouts account or must first create one, the method to obtain your initial entry into the Sweepstakes will vary slightly, as described below. **After your initial entry**, there are three (3) methods to obtain additional entries, as described below.

- NEW ACCOUNT ENROLLEES INITIAL ENTRY: Visit www.sprouts.com/winvitamins to create a free Sprouts account. You must select the "SIGN UP NOW" button and create a Sprouts account. Once the Sprouts account is created, you can fill out the Sweepstakes entry form on the same page to obtain your one (1) initial entry into the Sweepstakes. All fields on the form are required to be filled out to complete your one (1) initial entry.
- EXISTING ACCOUNT HOLDERS INITIAL ENTRY: Visit
   www.sprouts.com/winvitamins and fill out the Sweepstakes entry form to obtain your one
   (1) initial entry into the Sweepstakes. All fields on the form are required to be filled out to
   complete your one (1) initial entry.
- **ADDITIONAL ENTRIES**: After obtaining your one (1) initial entry as described above, you may obtain additional entries in any of the following three (3) ways.
  - A. JOIN SMS SUBSCRIBER BASE: During the Sweepstakes Period, you gain one (1) additional entry if you already are subscribed to receive text information and offers from Sprouts or if you subscribe to receive such messages. To subscribe and gain the additional entry, or to gain the additional entry if already subscribed, simply text "VITAMINS" to 777688. You will be sent a one-time reply

asking if you confirm that you have subscribed to receive text information and offers from Sponsor. After you subscribe, you may opt-out of receiving text messages from Sponsor at any time by sending a reply text message with the word "STOP". Text messaging from Sprouts is designed to work with most of the U.S. major wireless carriers in the United States, but Sponsor makes no guarantee that any wireless service provider will participate, and the mobile phone that is used must be capable of sending and receiving text messages. Check with your carrier for details. Entrants should check their phone's features to see if they have that capability. Wireless service providers may charge entrants for each text message, including any error message that is sent and received in connection with the Sweepstakes, based on the applicable wireless service pricing plan. Message and data rates may apply. Entrants should consult their wireless service provider's pricing plan for details. Entry by consenting to receive text messages from Sprouts will not improve your chance of winning. You are responsible for all applicable fees and taxes associated with submitting or receiving text messages. Sponsor in its sole discretion may add or delete a cellular carrier at any time, without notice. Proof of sending a message is not considered proof of delivery to or receipt by Sponsor of such message.

- PURCHASE BARCODE SCANS: When making a purchase at Sprouts or online, scan your Sprouts barcode which is visible in your Sprouts app or place an order while signed into your Sprouts account to earn an additional entry for each separate order/purchase where you spend \$25 or more. Limit one (1) entry per qualifying transaction, regardless of how much you spend in excess of \$25 threshold. Orders may not be split to claim extra entries. All orders/purchases within a four (4)-hour period count as one transaction. You must be logged into your Sprouts account in order to gain the additional entries for the contest.
- MAIL-IN ENTRY: Handprint on a plain piece of paper, your name, email address, mailing address, age, daytime/evening phone numbers, and the word "SWEEPSTAKES" and mail your completed entry in an envelope with sufficient postage affixed to: Sprouts Farmers Market Summer Sweepstakes, Attn: Digital Marketing, 5455 E High Street, Suite 111, Phoenix, AZ 85054. Each postal entry must be mailed separately, postmarked during the Sweepstakes Period, and received by 2/1/23. Mail-in entries are limited to one (1) per day.

No sharing of Sprouts accounts. No automated entry devices, bots and/or other programs and/or software are permitted for entry. No mechanically reproduced, altered, forged, or facsimile entries will be accepted. Sponsor is not responsible for lost, late, illegible, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind, whether mechanical, human, or electronic.

Sponsor is not responsible for any change of mailing address and/or telephone number of participants. In the event of a dispute over the identity of a text entrant in the Sweepstakes, entry will be deemed completed by the authorized Sprouts account holder of the account associated with the winning entry. "Authorized Sprouts account holder" is defined as the natural person who is assigned to a Sprouts account.

**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.

**DATA**: Any information submitted by you will be subject to the privacy policy posted at <a href="https://www.sprouts.com/privacy">https://www.sprouts.com/privacy</a> (which collectively with the "Sprouts Sweepstakes Page" shall be referred to as the "**Website**").

WINNER SELECTION AND NOTIFICATION: The potential winners will be randomly selected, on or about Monday, February 20th, 2023, from among the eligible entries received. Each potential winner will be notified by telephone, mail and/or email using the contact information listed in their respective Sprouts accounts. 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 the prize for any reason prior to award, such potential winner will be disqualified, and an alternate winner may be selected.

**PRIZE/ODDS**: Three (3) Prizes are available:

- Three grand prizes: A year's supply of vitamins and supplements kit defined as:
  - (6 gty.) OMI WellBeauty Hair Keratin Plus B7 Biotin, 60 ct.
  - (12 qty.) MegaFood Magnesium Grape Flavored Soft Chews, 30 ct.
  - (52 qty.) Sunfood Superfoods Organic Supergreens & Protein, 8 oz

#### **PROBIOTICS**

Choose one:

- (12 qty.) Probulin Daily Care Probiotic, 30 ct.
- (12 gty.) Probulin Women's Health Probiotic, 30 ct.
- (12 qty.) Probulin Colon Support Probiotic, 30 ct.
- (12 qty.) Probulin Women's Health Probiotic, 30 ct.
- (12 qty.) Probulin Total Care Probiotic, 30 ct.
- (12 qty.) Probulin Total Care Women's Probiotic, 30 ct.
- (12 qty.) Probulin Total Care Immune Probiotic, 30 ct.
- (12 qty.) Probulin Total Care Soothe Probiotic, 30 ct.
- (12 qty.) Probulin Total Care Mood Probiotic, 30 ct.

#### **MULTIVITAMINS**

Choose one:

- (12 qty.) Ancient Nutrition Men's Once Daily, 30 ct.
- (12 qty.) Ancient Nutrition Men's 40+ Once Daily, 30 ct.
- (12 qty.) Ancient Nutrition Women's 40+ Once Daily, 30 ct.
- (12 qty.) Ancient Nutrition Women's Once Daily, 30 ct.

#### **OMEGA-RICH OILS**

Choose one:

- (3 qty.) Nordic Naturals Algae Omega, 120 ct.
- (3 qty.) Nordic Naturals Ultimate Omega, 120 ct.
- (4 qty.) Nordic Naturals Artic Cod Liver Oil, 16 oz.

- (2 qty.) Nordic Naturals Omega-3 Formula, 180 ct.
- (6qty.) Nordic Naturals Complete Omega, 60 ct.

Total Estimated Retail Value of prize: \$2,344.032–\$2,561 value per prize, depending on prize selections (\$7,032.096-\$7683 total sweepstakes value). No cash alternative or substitution or transfer of prize, except in Sponsor's discretion. Sponsor reserves the right to substitute different sizes of containers of items, subject to availability, while providing at least the amounts of servings listed above. Sponsor also reserves the right to substitute items of comparable monetary and nutritional value in the event any listed item(s) become unavailable.

Odds of winning depend on the number of eligible Entries.

**GENERAL PRIZE CONDITIONS:** Each potential winner is responsible for all federal, state and/or local taxes, and for any other fees or costs associated with acceptance or use of any prize, and (b) may be required to execute an Affidavit of Eligibility, a Liability Release, a W-9 form, and (where legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If any eligible potential winner is deemed a minor under the laws of his/her state of residence, a parent or legal guardian must sign any required Prize Claim Documents.

**GENERAL PROVISIONS**: Acceptance of a prize constitutes winner's permission for Sponsor to use winner's name 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 of 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.

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.

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