## SWEEPSTAKES OFFICIAL RULES Sprouts Farmers Market, Inc. Sprouts Healthy Groceries 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, DE, FL, GA, KS, LA, MD, MO, NC, NJ, NM, NV, 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 Market, Inc. ("Sponsor") or any of its parents, subsidiaries, affiliates, or any advertising or promotion agencies involved in this Sweepstakes promotion (collectively, the "Sweepstakes Entities"). You must have (or create) a Sprouts account to enter and must remain a Sprouts account holder as of the scheduled drawing date (February 10, 2024) for a chance to win. Sprouts accounts are totally free. **VOID OUTSIDE AL, AZ, CA, CO, DE, FL, GA, KS, LA, MD, MO, NC, NJ, NM, NV, OK, PA, SC, TN, TX, UT, VA & WA, AND WHERE PROHIBITED.** 

**SWEEPSTAKES PERIOD:** The Sweepstakes (the **"Sweepstakes"**) begins on November 13, 2023, at 10:00:01 p.m. Mountain Time (**"MT**"), and ends on January 31, 2024, at 11:59:59 p.m. MT (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 OBTAIN A BASIC ENTRY:** Valid Entrants must have a Sprouts account. There is one way for *new* Sprouts account holders to obtain a basic entry into the Sweepstakes, and two (2) ways for *existing* Sprouts account holders to do the same:

**BASIC ENTRY FOR** *NEW* **ACCOUNT HOLDERS:** Visit Sprouts.com/signup 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 contest entry form on Sprouts.com/signup to enter the Sweepstakes. All fields on the form are required to be filled out for entry.

## BASIC ENTRY FOR EXISTING ACCOUNT HOLDERS:

(1) **WEBSITE VISIT ENTRY**: Eligible existing Sprouts account holders may visit Sprouts.com/signup to fill out the Sweepstakes entry form. All fields on the form are required to be filled out for entry.

(2) <u>MAIL-IN ENTRY (EXISTING ACCOUNT HOLDERS ONLY</u>: Any existing Sprouts account holder also may enter by doing the following: hand-print on a plain 3"x 5" piece of paper, their name, email address, mailing address, age, daytime/evening phone numbers, and the word SWEEPS, and mail the completed entry in an envelope with sufficient postage affixed to: Sprouts Healthy Groceries Sweepstakes, 5455 E High Street, Suite 111, Phoenix, AZ 85054. Each postal entry must be mailed separately, postmarked during the Sweepstakes Period, and received by February 9, 2024. If any of the required fields are missing, entry will be deemed invalid.

**BONUS ENTRIES**: After obtaining your one (1) basic entry as described above, you may obtain additional entries in any of the following three ways, subject to a limit of one (1) bonus entry per eligible Sprouts account holder per day (measured by MT), regardless of method of seeking bonus entries, and an additional limit of using the texting method a total of one (1) time during the entire Sweepstakes Period:

- A. WITH QUALIFYING SPROUTS ACCOUNT PURCHASE. When making purchase at Sprouts or online, if you scan your Sprouts barcode which is visible in your Sprouts app or place an order while signed into your Sprouts account, you will earn an additional entry for each separate order/purchase where you spend \$15 or more. Limit one (1) entry per qualifying transaction, regardless how much you spend in excess of the \$15 threshold. Orders may not be split to claim extra entries. Limit one (1) qualifying purchase and bonus entry per person per day (measured by MT). You must be logged into your Sprouts account in order to gain a bonus entry for the Sweepstakes via this method. No sharing of Sprouts accounts.
- B. **POSTAL MAIL**: Hand-print 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 Healthy Groceries Sweepstakes, 5455 E High Street, Suite 111, Phoenix, AZ 85054. Each postal entry must be mailed separately, postmarked during the Sweepstakes Period, and received by February 9, 2024. Limit one (1) postal request per eligible Sprouts account holder per day. No sharing of Sprouts accounts.
- C. **TEXT**: Text "SWEEPS" to 777688. You will be sent a one-time reply asking you to confirm your enrollment to receive text information and offers from Sponsor; upon Sponsor's receipt of your confirmation, you will automatically receive one (1) bonus entry. You can use the texting process only one (1) time during the entire Sweepstakes Period, regardless of whether you already were enrolled for text messages or become enrolled during the Sweepstakes Period. 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 particular 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.

**GENERAL CONDITIONS ON ENTRIES**: No sharing of Sprouts accounts. Limit one (1) basic entry per person, regardless of method of entry. Any attempt to obtain any additional basic entries in excess of this limit will be deemed void and may result in disqualification. 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. Winners will be drawn from the database of eligible active Sprouts account holders as of the drawing date (February 10, 2024) and will be contacted based on information in the Sprouts account, so you must remain a Sprouts account holder until that date to have a chance to win. All entry submission materials become the sole property of Sponsor and will not be returned. Sponsor is not responsible for lost, late, illegible, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entry submissions, 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 mobile telephone number provided at the time of participation. "Authorized Sprouts account holder" is defined as the natural person who is assigned to a

Sprouts account and to a mobile telephone number by an Internet access provided, online service provider, wireless carrier, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning the mobile telephone number. The potential winner may be required to provide Sponsor with proof that he/she is the authorized account holder of the mobile telephone account associated with the winning entry. If a dispute cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

**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 <a href="http://www.sprouts.com/privacy">http://www.sprouts.com/privacy</a> (which collectively with the "Sprouts Sweepstakes Page" shall be referred to as the "**Website**").

**WINNER SELECTION AND NOTIFICATION:** Three potential winners will be randomly selected, on or about February 10, 2024, from among all eligible entries submitted by Sprouts account holders who are still Sprouts account holders as of the drawing date. The potential winners 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 a prize for any reason prior to award, such potential winner will be disqualified, and an alternate winner may be selected.

**PRIZE/ODDS:** Three Grand Prizes are available: \$5,000.00 in Sprouts Gift Cards. Estimated retail value of each Prize: \$5,000.00. 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. Gift Cards are subject to standard terms from Sprouts, available at <a href="https://www.sprouts.com/gift-cards/">https://www.sprouts.com/gift-cards/</a>. Odds of winning depend on the number of eligible entries received. Allow 3 weeks after validation for arrangement for delivery of prize.

**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 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.

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.