



## Save Mart Companies Shares “Return to School” Group Contest – January 2018

- 1. ELIGIBILITY:** The Save Mart Companies’ Return to School Contest is open to all Schools and Nonprofit Organizations (“Groups”) eligible to earn from The Save Mart Companies’ (“Participating Merchant”) Shares powered by eScrip program who are 1) enrolled in the eScrip program by January 31, 2018 and 2) are located within 50 miles of a Save Mart, Lucky or FoodMaxx store in California and Nevada. The Save Mart Employee’s Association (“SMEA”) and Feeding America are not eligible to win prizes. Program is void where prohibited or restricted by federal, state, or local laws and regulations.
- 2. PROGRAM DATES:** The Program starts at 12:00 am (PDT) on January 1, 2018 and ends at 11:59 p.m. (PDT) on January 31, 2018 (“Promotion Period”). Electronic Scrip, Inc. (“Sponsor”) is the official time keeper for this Program.
- 3. TO PARTICIPATE:** In order to participate and be eligible for a prize, groups must be enrolled with eScrip on or before January 31, 2018 and be located within 50 miles of a Save Mart Companies store under the banners of Save Mart (including S-Mart), Lucky and FoodMaxx. Sponsor reserves the right to verify all reporting data prior to awarding of contest prizes.
- 4. PRIZE AWARD DETERMINATION AND RANDOM DRAWING(S) (IF NECESSARY):** For each five (5) supporters who 1) are newly enrolled and opted-in to the Shares powered by eScrip program during the month of January, 2018, or existing supporters who Opt-In to earn contributions from the Participating Merchant for the first time in the month of January 2018, 2) have at least one qualifying purchase of at least \$0.01 in the month of January, 2018 and 3) that support your Group, 1 single entry will be awarded in the random prize drawing. For example, if a Group enrolls between 0 and 4 supporters, who choose their Group to receive contributions, no random prize entries will be awarded, 5 - 9 new supporters will be awarded one (1) entry, 10 -14 new supporters will be awarded two (2) entries, etcetera and without limit. Only sales and contributions earned from The Participating Merchant’s “Shares powered by eScrip” program will be considered in determining prizes. In the unlikely event of a tie, Sponsor reserves the right to award prizes by random selection of the tied Groups.
- 5. PRIZE DETERMINATION** will be made by Electronic Scrip, Inc., whose decisions are final on all matters relating to Contest Prize Determination.
- 6. PRIZES:** Group Prizes to be awarded: Three (3) Grand Prizes of \$500.00 and Twelve (12) 1<sup>st</sup> place prizes of \$100 each to the Winning Groups (“Bonus Contributions”) based on a random drawing from all entries earned in section 4. Winning Groups will be chosen from the following areas: One (1) Grand Prize and four (4) 1st place prizes to groups who primarily earn

from the Save Mart Banner, One (1) Grand Prize and four (4) 1st place prizes to groups who primarily earn from the Lucky Banner and One (1) Grand Prize and four (4) 1st place prizes to groups who primarily earn from the FoodMaxx Banner. "Primarily Earn" means that more than 50% of their total earnings from Participating Merchant during the Promotion Period came from the banner identified. A "Banner" is the store group operating under the name Save Mart Supermarkets (including S-Mart stores), Lucky (including Lucky California), and FoodMaxx. For Example, if a group earned a total of \$1,000 from The Save Mart Companies' Shares powered by eScrip program and \$600 came from the Lucky Banner, that group will be considered to have "Primarily Earned" from Lucky and may be eligible to win a Bonus Contribution from one of the five (5) prizes offered by the Lucky banner. Participating Merchant, in its sole and absolute discretion, may increase the number of winning groups in any or all prize categories. A Group is not eligible to win more than one Bonus Contribution.

- 7. PRIZE AWARD NOTIFICATION/VERIFICATION/PRIZE RESTRICTIONS:** The eScrip coordinator on file or other authorized administrator at a potential Winning Group may be contacted initially via telephone and/or email and will then will be required to sign and return an Affidavit of Eligibility, Liability Release, and where legal, a Publicity Release within ten (10) days of the first notification attempt. Noncompliance within this time period will result in disqualification and another group may be selected for the prize. If any prizes award or prize award notification is returned as non-deliverable, the group will be disqualified and an alternate group may be determined. Prize awards are non-transferable and non-exchangeable. Groups are responsible for payment of any and all local, state and federal taxes, if applicable. Sponsor is not liable for and will not pay any such taxes. Limit one (1) prize award per Group. Winning Groups will be determined and notified in March of 2018.
- 8. CONDITIONS OF PARTICIPATION: THE FOLLOWING TERMS & CONDITIONS APPLY:** Neither the Sponsor nor the Sponsor Affiliates nor Participating Merchant assume any responsibility for incorrect or inaccurate capture of information including, but not limited to, technical malfunctions, human or technical error, seeding or printing errors, lost/delayed/garbled data or transmissions, omission, interruption, deletion, defect or failures of: any telephone or computer line or network, computer equipment, software or any combination thereof. In the event this Program is compromised or becomes technically corrupted in any way, electronically or otherwise, the Sponsor reserves the right to cancel, terminate or suspend the Program and determine prize award recipients from among all valid group contributions received prior to cancellation. Sponsor Affiliates and Participating Merchant are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in this Program or by any human error which may occur in the processing of the submissions in the Program. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the submission process or the operation of the Program or Program Website; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Entrants agree to be bound by these Official Rules and the decisions of the judges.
- 9. GENERAL:** Participants agree to indemnify and hold harmless and waive any and all claims of liability of any kind whatsoever against the Sponsor and/or the Sponsor Affiliates and/or the Participating Merchant, including, but not limited to, damages, claims or causes of action of any kind whatsoever (however named or described) for injuries, loss or damage to person(s), including death, and property, or rights of publicity or privacy, defamation, or portrayal in a false light which may arise with respect to participation in the Program and/or the acceptance, possession, use/misuse of any prize(s), and/or participation in any Program related activity. By accepting a

prize, groups and their faculty and staff consent to the use of their names and photographs or likenesses by Sponsor and/or Participating Merchant for purposes of advertising, trade and promoting in any and all media on behalf of the Sponsor and/or Participating Merchant, including on the Internet, at any time or times without prior notification, review, or approval or further compensation, unless prohibited by law. The Sponsor, Sponsor Affiliates, and Participating Merchant shall accept no responsibility for any additional expenses, omissions, delays, rerouting or acts of any government or authority.

10. All actions arising pursuant to this Program will be brought in the federal and state courts residing in Alameda County, California, and this Program will be governed, in all respects by the internal laws of the State of California without regard to its conflict of law rules.
11. **SPONSOR:** The Sponsor of this program is Electronic Scrip., Inc., 1200 Dore Ave., Suite 202, San Mateo CA 94401.