

The Save Mart Companies Shares Group Contributions Contest

September 2017

- 1. ELIGIBILITY:** The Save Mart Companies' Back to School Contest is open to all Schools and Nonprofit Organizations ("Groups") eligible to earn from The Save Mart Companies' program: Shares powered by eScrip ("Participating Merchant") and must be enrolled with eScrip as of August 1, 2017 and have earned at least \$0.01 (one cent) in the month of August 2017. 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 September 1, 2017 and ends at 11:59 p.m. (PDT) on September 30, 2017 ("Program Period"). Electronic Scrip, Inc. 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 before August 1, 2017 and have earned at least \$0.01 (one cent) in the month of August 2017. Sponsor reserves the right to verify all reporting data prior to awarding of contest prizes. Neither Save Mart Supermarkets, a California corporation, Electronic Scrip Incorporated, their respective parent companies, subsidiaries, affiliates, directors, officers, employees, agencies nor any of their respective partners (collectively, the "Sponsor Affiliates") are responsible for electronic network, scanner or computer hardware or software malfunction and/or transmission failure, loss, delayed or corrupted data transmissions, or any technical or human failures, errors or difficulties of any kind.
- 4. PRIZE AWARD DETERMINATION AND RANDOM DRAWING(S) (IF NECESSARY):** At the end of the Program Period, the groups to receive the prizes will be determined based on the Groups with the highest percentage increase in contributions from Participating Merchant from September 1, 2017 through September 30, 2017 as compared to contributions earned from August 1, 2017 through August 31, 2017. Groups that were either not enrolled by August 1, 2017 or, those Groups that were enrolled on or before July 31, 2017 yet had no earnings from the Participating Merchant in the August 1, 2017 through August 31, 2017 time period, will be ineligible for this promotion. Only contributions earned from The Participating Merchant's "Shares powered by eScrip" program will be considered in determining of 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: 9 prizes of \$1,000 each to the Winning Groups ("Bonus Contributions"). Winning Groups will be chosen from the following areas: three (3) groups who primarily earn from the Save Mart Banner, three (3) groups who primarily earn from the Lucky Banner and three (3) groups who primarily earn from the FoodMaxx Banner. "Primarily Earn" means that

more than 50% of their total earnings from Participating Merchant during September 1, 2017 through September 30, 2017 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 three (3) 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 on or about November 30, 2017.

8. **CONDITIONS OF PARTICIPATION: THE FOLLOWING TERMS & CONDITIONS APPLY:** Neither the Sponsor nor the Sponsor Affiliates 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 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, 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 for purposes of advertising, trade and promoting in any and all media on behalf of the Sponsor, including on the Internet, at any time or times without prior notification, review, or approval or further compensation, unless prohibited by law. The Sponsor and Sponsor Affiliates 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., 1810 Gateway Dr., Ste. 115, San Mateo, CA 94404.