

# OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

- PROGRAM ELIGIBILITY:** The Hy-Vee Fuel Saver + Perks® Rewards Program (the "Program") is open only to individuals who are legal residents of the following states: Illinois, Iowa, Kansas, Minnesota, Missouri, Nebraska, South Dakota and Wisconsin. Entrants must be at least fourteen (14) years old at the time of entry. Winners under the age of eighteen (18) must have a parent or legal guardian claim their Prize. Employees of Hy-Vee, Inc. ("Hy-Vee") and its parent and/or affiliate companies, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee, are not eligible to enter and win prize packages with a value in excess of \$20.00. For Prizes over \$99.00, there may be only one Prize Winner per household every 30 days. If it is determined that the Prize Winner has won a Prize over \$99.00 within 30 days, the Prize will be forfeited. The Program is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes an Entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Program. Winning a Prize is contingent upon fulfilling all requirements set forth herein.
- SPONSOR:** Hy-Vee, Inc., 5820 Westown Parkway, West Des Moines, Iowa 50266-8223.
- PROGRAM PERIOD:** The Program begins on January 1, 2020 at 12:00 a.m. Central Daylight Time ("CDT") and ends on December 31, 2020 at 11:59 p.m. CDT (the "Program Period").
- TO ENTER:**
  - In-Store Entry:

To enter the Program, you must visit a Hy-Vee Food Store and sign-up for a free Hy-Vee Fuel Saver + Perks® customer loyalty card ("Program Loyalty Card"). By presenting your Program Loyalty Card at the time of each in-store purchase that you make during the Program Period, you will be entered into the Fuel Saver + Perks® Rewards Program, automatically entered into the Program, and eligible to win a Prize through random drawings (each an "Entry"). At certain times throughout the Program Period, you will be entered to win specific Prizes through random drawings by purchasing i) specific products, ii) specific brands, iii) a specific number of a specific product or brand, iv) products equal to or greater than a specific dollar amount, or v) a specific dollar amount of a specific product or brand. **There is no limit on the number of In-Store Entry/Entries per person during the Program Period.**
  - Mail-In Entry:

To enter the Program without signing up for a Program Loyalty Card and making an in-store purchase, hand-print "**ATTN – Hy-Vee Fuel Saver + Perks® Rewards Program – Entry**" along with your name, address, city, state, zip code, telephone number, and email address (if applicable) on a 3" x 5" card and mail it to: **ATTN – Hy-Vee Fuel Saver + Perks® Rewards Program – Entry**, 5820 Westown Parkway, West Des Moines, Iowa 50266-8223 (each an "Entry"). **There is a limit of one (1) Mail-In Entry per day during the Program Period.**
- RANDOM DRAWINGS:** Prize Winners will be selected during a series of random drawings throughout the Program Period from among all eligible Entries received by Sponsor, whose decisions are final and binding in all matters relating to this Program. At certain times throughout the Program Period, Prize Winners may be selected from among all eligible Entries received by Sponsor in a selected geographical area. Sponsor will conduct random drawings not less than one (1) time per month and not more than five-hundred (500) times per month throughout the Program Period with the first drawing to occur in January 2020.

Each month, Sponsor will select Prize Winners through random drawings of all eligible Entries obtained subsequent to the previous drawing. The Prize Winners will be notified of his/her selection by telephone, e-mail, mail service, or by presenting his/her Program Loyalty Card at a Hy-Vee Food Store within seven (7) days of selection as a Prize Winner and shall be required to accept the Prize within seven (7) days of notification or said Prize shall be deemed refused. Mail-in Prize Winners will be notified using the personal information they provided at the time of Entry. Odds of winning depend on the total number of eligible Entries received during the Program Period.

6. **PRIZES AND APPROXIMATE RETAIL VALUES:** Each Prize available throughout the Program Period will range in approximate retail value from \$1.00 to \$5,000. All federal, state, and local tax liabilities are the sole responsibility of the Prize Winner. The Prize Winner may be required to complete and return an Affidavit of Eligibility and Publicity/Liability release form and an IRS W-9 form (i.e., Request for Taxpayer Identification Number and Certification). Any prize not accepted by the prize winner within seven (7) days of notification will be deemed refused. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion.
7. **RELEASE / INDEMNIFICATION:** By participating in the Program, Entrant (or Entrant's parent or legal guardian, if Entrant is a minor) agrees to release, discharge, indemnify and hold harmless Sponsor and each of its respective affiliates, subsidiaries, parent corporations, and its officers, directors, employees, representatives and agents (collectively, the "Released Parties") from and against any claims made by Entrant (or Entrant's parent or legal guardian, if Entrant is a minor) or any other third parties related in any way to the operation of the Program, as well as any other claims, damages or liability due to any injuries, damages or losses (whether alleged, threatened, or actual) to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any Prize or participation in any Program-related activity or participation in the Program.
8. **PUBLICITY:** Except where prohibited, participation in the Program constitutes the consent of each Entrant (or Entrant's parent or legal guardian, if entrant is a minor) to Sponsor's and its agents' use of Entrant's name age, photograph, voice, likeness and/or image, and hometown address for promotional purposes in any media, worldwide, without further payment or consideration.
9. **GENERAL CONDITIONS:** Sponsor reserves the right to cancel, suspend and/or modify the Program, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Program, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the Entry process or the operation of the Program or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
10. **LIMITATIONS OF LIABILITY:** The Released Parties are not responsible for any problems that may arise, including but not limited to: (a) Entries that are late, lost, illegible, mechanically reproduced, contain false information, damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular, that have been submitted using robotic, programmed, script or any other automated means, or illicit means, or do not conform with or satisfy any or all of the conditions set out in the Official Rules, as determined by Sponsor in its sole and absolute discretion; (b) postal delays, strikes or failures; (c) communications failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions or hardware or software malfunctions, failures or difficulties; (d) for any other errors of any kind, omissions, incorrect or inaccurate information relating to or in connection

with the any Program-related materials or the Program, whether human, mechanical, clerical, electronic, or technical in nature; (e) the incorrect or inaccurate capture of information, or the failure to capture any information in connection with the Program; or (f) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Program or receipt or use or misuse of any Prize. If the Program, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to choose a Prize Winner by judging all eligible Entries received up to the date of discontinuance for the prize offered herein.

11. **GOVERNING LAW/DISPUTES:** This Program is governed by the laws of the United States and the State of Iowa. As a condition of participating in this Program, each Entrant (or Entrant's parent or legal guardian, if Entrant is a minor) agrees, to the extent permitted by law, that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Program, will be resolved individually, without resort to any form of class action, exclusively before a court located in the State of Iowa. FURTHER, IN ANY DISPUTE, UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN AWARDS FOR, AND YOU HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS' FEES, OTHER THAN YOUR ACTUAL OUT-OF-POCKET EXPENSES (E.G. COSTS ASSOCIATED WITH ENTERING). YOU FURTHER WAIVE ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.
12. **ENTRANT'S PERSONAL INFORMATION:** Information collected from all Entrants is subject to Sponsor's Privacy Policy. To view Sponsor's Privacy Policy, visit <http://www.hy-vee.com/company/policy/privacy.aspx>.
13. **OFFICIAL RULES REQUESTS/NOTIFICATION OF WINNER:** To receive a copy of these Official Rules (available after January 1, 2020) or to learn the Program Winners (available after September 30, 2020), send a self-addressed, stamped envelope to: ATTN – Hy-Vee Fuel Saver + Perks® Rewards Program – OFFICIAL RULES or –WINNERS (please specify), 5820 Westown Parkway, West Des Moines, Iowa 50266-8223. All requests for official winners List must be received by December 31, 2020.

**THIS PROGRAM IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

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### **SPECIAL RULES**

**HY-VEE KIDSFIT CLUB SWEEPSTAKES:** The Special Rules set forth below apply to the "Hy-Vee KidsFit Club Sweepstakes" within the Program and control over any conflicting or less specific rules included in the Official Rules of the Program.

- A. Entrants must be at least fourteen (14) years old at the time of entry.
- B. The "Hy-Vee KidsFit Club Sweepstakes" begins on March 1, 2020 at 12:00:01 a.m. Central Time ("CT") and ends on March 31, 2020 at 11:59:59 p.m. CT (the "Sweepstakes Period").
- C. **TO ENTER THE SWEEPSTAKES:**

#### **In-Store Entry:**

To enter the Hy-Vee KidsFit Club Sweepstakes, you must have a Program Loyalty Card and you, or a member of your household, must sign up for a free KidsFit Club membership by visiting <https://www.hy-veekidsfit.com/>. Entrants must then present your Program Loyalty Card at the time of each in-store purchase that you make during the Sweepstakes Period at any Hy-Vee Stores: **There is no limit on the number of In-Store Entry/Entries per person during the Initial Sweepstakes Period. Transactions with pharmaceutical products only will be excluded as an entry in the Sweepstakes.**

Mail-In Entry:

To enter the Hy-Vee KidsFit Club Sweepstakes without making an in-store purchase, or signing up for the KidsFit Club or Program Loyalty Card, hand-print **“ATTN – Hy-Vee Fuel Saver + Perks® KidsFit Club Sweepstakes – Entry”** along with your name, address, city, state, zip code, telephone number, email address (if applicable), and Hy-Vee Store where you are entering to win on a 3” x 5” card and mail it to: **ATTN – Hy-Vee KidsFit Club– Sweepstakes Entry**, 5820 Westown Parkway, West Des Moines, Iowa 50266-8223 (each an “Entry”). **There is a limit of one (1) Mail-In Entry per day during the Sweepstakes Period.**

D. On April 3, 2020, three (3) Prize Winners will be selected by random drawing from among all eligible Entries received during the Sweepstakes Period (each, a “Prize Winner”). The first Prize Winner will receive the Rookie Prize. The Rookie Prize consists of: one (1) \$25.00 Wahlburgers gift card; one (1) Wahlburgers pint glass; one (1) Wahlburgers “Mom’s Favorite” ladies t-shirt; one (1) \$25.00 Market Grille gift card; one (1) \$75.00 Hy-Vee gift card; and one (1) Hy-Vee KidsFit t-shirt and miscellaneous KidsFit accessories. The approximate retail value of the Rookie Prize is \$175.00. The second Prize Winner will receive the Pro Prize. The Pro Prize consists of: four (4) VIP Floor level tickets to a 2019-20 or 2020-21 regular season Iowa Wolves home game, which include all-inclusive food and beverage in the Wolves Courtside Club; one (1) Youth XL Iowa Wolves basketball jersey and other miscellaneous Iowa Wolves accessories; one (1) \$50.00 Hy-Vee Gift Card; and one (1) Hy-Vee KidsFit t-shirt and miscellaneous KidsFit accessories. The approximate retail value of the Pro Prize is \$200.00. The third Prize Winner will receive the All-Star Prize. The All-Star Prize consists of: one (1) Titan Deep Freeze Backpack; one (1) Honey Comb cereal box signed by Paul Donald Wight II, aka “Big Show”; one (1) stainless steel water bottle; one (1) stainless steel tumbler; two (2) Major League Soccer scarves; one (1) tote bag; miscellaneous first aid items; one (1) \$25.00 Hy-Vee gift card; and (1) Hy-Vee KidsFit t-shirt and miscellaneous KidsFit accessories. The approximate retail value of the All-Star Prize is \$210.00.

G. For questions regarding these Special Rules, send a self-addressed, stamped envelope to: ATTN – Hy-Vee Fuel Saver + Perks® Rewards Program – Hy-Vee KidsFit Club Sweepstakes Special Rules, 5820 Westown Parkway, West Des Moines, Iowa 50266-8223 or send an email with the subject line: ATTN – Hy-Vee Fuel Saver + Perks® Rewards Program – Hy-Vee KidsFit Sweepstakes Special Rules to [customercare@hy-vee.com](mailto:customercare@hy-vee.com).