Bashas' Spring Training Sweepstakes

Bashas' Inc., their subsidiaries and affiliated companies (together, the "Company"), will conduct the Sweepstakes substantially as described in these rules, and by participating, each participant agrees' as follows:

- **1. Description of Sweepstakes**: Bashas' Spring Training Sweepstakes. Every time a customer purchases three (3) participating Spring Training Baseball items, in a single transaction, using their Bashas' Thank You Card between February 12, 2020 and March 10, 2020, they will receive a promotional code at the bottom of the receipt to text to enter the sweepstakes.
- 2. Dates of Sweepstakes: The Sweepstakes will begin on or about February 12, 2020 at 12:01am and end on or about March 10, 2020 at 11:59pm.
- **3. How to Enter:** Enter two ways: By Texting keyword found at the bottom of your Bashas' register receipt. <u>Limit</u>: One (1) text entry per wireless phone number per calendar day (for purposes of this Sweepstakes, a "calendar day" is defined as beginning at 12:00 AM ET and ending at 11:59 PM ET on any one (1) calendar date). OR by filling out a 3 X 5 card to include Name, Address, City, State, Zip Code, Phone Number, and Date of Birth and mailing it to: Bashas' Spring Training Sweepstakes, P. O. Box 40165, Phoenix, AZ 85067-0165. No more than one entry per envelope.
- **4. Other Requirements:** No Purchase necessary. YOU MUST BE 18 YEARS OF AGE AND A UNITED STATES RESIDENT TO PARTICIPATE.
- **5. Prize**(s): Sweepstake Prize: GRAND Prize: ONE (1) \$1,200.00 Bashas' Gift Cards (\$1200.00 Prize will be 2-\$500.00 Bashas' Gift Cards and 1-\$200.00 Bashas' Gift Card), FIRST Place Prize: ONE (1) \$250.00 Bashas' Gift Card. ARV of all prizes is \$2,450.00. Total of ONE (1) Grand Prize and FIVE (5) First Prize Winners will be selected. All other expenses are the sole responsibility of the winners. Gift Cards can only be used in Bashas' Supermarket stores.
- 6. Eligibility, and Limitations: All entries must be received by March 10, 2020 at 11:59pm. Participants and winner(s) must be U.S. residents, Current address and Valid Driver's License in Arizona and at least 18-years old as determined by the Company. Only ONE (1) prize per household will be allowed for the Sweepstakes. Potential winner will be required to sign and return an affidavit of eligibility within THREE (3) calendars days of notification. Prize is non-transferable. HP2 or the Company will not substitute winnings with different prizes or monetary compensation. Employees of Bashas' Inc., their parent companies, affiliates, subsidiaries, agents, and advertising and promotion agencies, and the immediate family and household members of such employees are not eligible. Void where prohibited. All federal, state, and local laws and regulations apply. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, cohabitation or other family extension, and any other persons residing at the same household whether or not related.
- **7. Entry Forms:** 3 X 5 Card Entries must be handwritten. No photocopies or mechanical reproductions are permitted.

- **8. Publicity; Use of Personal Information:** By participating, all participants and winner(s) grant the Company exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other sweepstakes and waive any claims to royalty, right, or remuneration for such use. By participating in the sweepstakes, participants agree that the Company may disclose personal information obtained from participants in the Sweepstakes to third parties and use such information for marketing and other purposes.
- **9. Release:** By participating, each participant and winner waives any and all claims of liability against the Company, its employees and agents, the Sweepstake's sponsors and their respective employees and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the Sweepstakes, or from the use of any prize. In order to receive a prize, participants must sign an official waiver form provided by the Company.
- 10. Taxes: Any valuation of the prize(s) stated above is based on available information provided to the Company, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes related to the prize(s) and paying any expenses associated with any prize that are not specifically provided for in the official rules. Each winner must provide the Company with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Prizes are not transferable, redeemable for cash or exchangeable for any other prize. Any person winning over \$600 in prizes from HP2 will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.
- 11. Decisions: By participating in the Sweepstakes, participants agree to be bound by the decisions of Company personnel. The Company reserves the right to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible or who the Company believes has violated any rule, gained unfair advantage in participating in the Sweepstakes, or obtained winner status using fraudulent means. The Company will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Sweepstakes and the Company's decisions concerning such disputes shall be final. If the conduct or outcome of the Sweepstakes is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Company, the Company reserves the right to terminate this Sweepstakes, or make such other decisions regarding the outcome as the Company deems appropriate. All decisions will be made by the Company and are final. The Company may waive any of these rules in its sole discretion.
- **12. Miscellaneous:** The Company may substitute prizes, amend the rules or discontinue the Sweepstakes at any time. The Company disclaims any responsibility to notify participants of any aspect related to the conduct of the Sweepstakes. Written copies of these rules are available by mail with written request with a stamped, self-addressed return envelope at the P. O Box indicated above, or may be read on this website. All entries become the property of the Company and will not be returned.
- **13.** Compliance with Law: The conduct of the Sweepstakes is governed by the applicable laws of the Unites States of America, which take precedence over any rule to the contrary herein. Sponsors shall follow the applicable laws for conducting sweepstakes, including notice to the

state attorney general or consumer affairs office, posting of a prize bond, furnishing lists of winners, providing specific written information about the Sweepstakes, etc. as required by local and state law.

14. WINNERS List: To receive a list of winners, available after 03/10/2020, send a separate stamped, self-addresses envelope to: Bashas' Inc., Attn: Spring Training Sweepstakes, P.O. Box 40165, Phoenix, AZ 85067 by 04/30/2020.

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