

Customer Satisfaction Online Survey Sweepstakes  
**Official Rules**

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. PLEASE VISIT THIS LINK TO OBTAIN A SWEEPSTAKES ENTRY:  
[https://survey.foreseeresults.com/smartandfinal\\_ss](https://survey.foreseeresults.com/smartandfinal_ss)

**1. Eligibility:** The Customer Survey Sweepstakes is only offered electronically via the Internet and is open only to legal residents of Arizona, California, and Nevada who are at least eighteen (18) years old at the time of entry and whose address is within a twenty (20) mile radius from an operating Smart & Final store located in the United States. Employees of Smart & Final Stores LLC ("Sponsor"), ForeSee, their respective parent companies, affiliates and subsidiaries, and all advertising, promotion and production agencies, and their immediate family members (i.e., spouse, parent, child, sibling, and the "steps" of each) and persons living in the same household of each ("Sponsor and Others") are not eligible to enter. The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Only five (5) winners per month will be selected.

**2. Sponsor:** Smart & Final Stores LLC, 600 Citadel Drive, Commerce, CA 90040

**3. Timing:** The Customer Survey Sweepstakes begin on the Start Dates below at 12:00 a.m. Pacific Time ("PT") and end on the listed End Dates at 11:59 p.m. PT (the "Sweepstakes Period"). The Sponsor's computer is the official time-keeping device for this Sweepstakes.

<b>Start Date (at 12:00 AM PT)</b>	<b>End Date (at 11:59:59 PM PT)</b>
January 1, 2019	January 31, 2019
February 1, 2019	February 28, 2019
March 1, 2019	March 31, 2019
April 1, 2019	April 30, 2019
May 1, 2019	May 31, 2019
June 1, 2019	June 30, 2019
July 1, 2019	July 31, 2019
August 1, 2019	August 31, 2019
September 1, 2019	September 30, 2019
October 1, 2019	October 31, 2019
November 1, 2019	November 30, 2019
December 1, 2019	December 31, 2019

**4. How to Enter:** Consumers complete a customer experience survey online at [www.smartandfinal.com/survey](http://www.smartandfinal.com/survey) and may take the survey once per month. Survey respondents must enter their 10 digit telephone number at the end of the survey to be eligible for the sweepstakes.

Limit: Each entrant may enter one (1) time, per household and per email/mail address/telephone

number during the Sweepstakes Period. Multiple entrants are not permitted to share the same email address. Any attempt by an entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's Sweepstake entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder. Smart & Final Stores LLC is not responsible for entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties or other technological glitches.

**5. Sweepstakes:** Sponsor's decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sponsor will randomly select the potential Sweepstakes winners, from all eligible entries on or around the last day of every Sweepstakes period. Entries will not be carried over from one Sweepstakes Period to the next Sweepstakes Period.

**6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL SWEEPSTAKES WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY ENTRY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE ENTRY, IS VOID AND WILL NOT BE HONORED.**

**7. Verification of Potential Winners:** Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes winners will be notified by mail, email or phone. Before being declared a Prize Winner, the potential Prize Winner will be required to verify Eligibility. If a potential Prize Winner is found to be ineligible or not in compliance with these Official Rules, declines to accept the Prize, or Sponsor is unable to contact a potential Prize Winner within forty-eight (48) hours of the date that the Prize is awarded, or in the event that a confirmation mail or e-mail is returned as undeliverable, the Prize will be forfeited and, in the Sponsor's sole discretion, the Prize may or may not be awarded to an alternate Prize Winner. Prizes will be fulfilled by mail after the conclusion of the Promotion.

**8. Sweepstakes Prize:** Five (5) Grand Prizes: \$100 Smart & Final gift card. If Prize Winner is disqualified for any reason or refuses to verify/confirm eligibility, then the Sponsor may randomly select a new Prize Winner from the pool of eligible Entrants. If an item is returned, no second deliveries will be made.

**Odds of Winning:** The odds of winning a Sweepstakes prize depend on the number of eligible entries received during the Sweepstakes Period.

**Approximate Retail Value:** The Approximate Total Retail Value ("ARV") of the Grand Prize is

USD \$100.

For All Prizes: No cash equivalents will be provided, all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) Sweepstakes prize per person.

**9. Release:** By participating in this promotion and/or by receiving any prize, participant and/or winner agrees to release and hold harmless Sponsor and Others (as defined above) from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property (including but not limited to damage to participant's computer), arising out of participation in the Promotion and/or receipt or use or misuse of any prize.

**10. Publicity:** Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**11. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. 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 Sweepstakes 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 Sweepstakes 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.

**12. Limitations of Liability:** Sponsor is not responsible for illegible, lost, late, incomplete, stolen, misdirected, or undeliverable email; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/web site/user net accessibility, availability, or traffic congestion, or any technical, mechanical, or typographical or other error, or unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information. Sponsor and Others are not responsible for any incorrect or inaccurate information, whether caused by any web site users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any web site(s). Sponsor and Others are not responsible for any injury or damage, whether to persons or property, to participants or to any person's computer related to or resulting from participating in this Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of a winner(s), in a manner it deems fair and reasonable including the selection of winners from among eligible entries received prior to such cancellation,

termination, modification or suspension. SPONSOR AND OTHERS MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AS REGARDS TO ANY PRIZE OR ANY COMPONENTS OF THE PRIZES. VOID WHERE PROHIBITED, AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. AN ENTRANT MUST CHECK LOCAL LAWS TO LEARN IF ANY OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Further, Sponsor and Others are not responsible for, and shall be indemnified by each prize winner against any claims, injuries, losses or damages of any kind resulting from acceptance, use, misuse, possession, or loss of a prize. Prizes are awarded "as is" with no warranty or guarantee, either expressed or implied by Sponsor or Others.

Sponsor and Others shall not be liable to any prize winner or any other person for any part thereof, by reason of any acts of God; any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entities (whether or not they prove to be valid); equipment failure; terrorist acts; earthquake; fire; flood; war; explosion; unusually severe weather; hurricane; embargo; labor dispute or strike (whether legal or illegal); labor or material shortage; transportation interruption of any kind; work slow-down; civil disturbance; insurrection; riot; or any other cause beyond Sponsor's sole control. As a condition of participating in this Sweepstakes, each Entrant agrees to release, defend, indemnify and hold harmless Sponsor and Others from and against any injuries, death, losses, costs, expenses, damages, claims, judgments, causes of action and any liability of any kind in connection with, resulting from or arising from the Sweepstakes, participation in the Sweepstakes, including without limitation, acceptance, receipt, delivery, possession, use, misuse, inability to use, defect or nonuse or loss of the prize that may be awarded.

**13. Disputes:** THE SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN LOS ANGELES COUNTY, CALIFORNIA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN CALIFORNIA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN LOS ANGELES COUNTY, CALIFORNIA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

**14. Entrant's Personal Information:** Information collected from entrants is subject to the Sponsor's Privacy Policy (<http://www.smartandfinal.com/AboutUs/PrivacyPolicy.aspx>).

**15. Winner List:** For the name of the monthly, print your name and address on a 3"x 5" card and mail it in an envelope to: 2019 Smart & Final Stores LLC, Customer Survey Sweepstakes, c/o Irene Lin, 600 Citadel Drive, Commerce, CA 90040. Specify "Rules" or "Winner List" on the card. Winner List requests will only be accepted after the sweepstakes end date (listed above) and requests must be received no later than the following sweepstakes end date.

These Official Rules may not be reprinted or republished in whole or in part without the prior written consent of Sponsor. The information provided will only be used for the Sweepstakes.

Sponsored by Smart & Final Stores LLC, 600 Citadel Drive, Commerce, CA 90040.  
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