

FRED'S SURVEY SWEEPSTAKES
OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN THE PROMOTION. A PURCHASE OR PAYMENT
WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.**

**OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA
WHO, AS OF TIME OF ENTRY, ARE 18 YEARS OR OLDER.**

VOID IN PUERTO RICO AND WHERE PROHIBITED OR RESTRICTED BY LAW.

The *fred's* Survey Sweepstakes (the "Promotion") is sponsored by *fred's* Stores of Tennessee, Inc. ("Sponsor"), 4300 New Getwell Road, Memphis, TN 38118, and is administered by Prize Logic, LLC, an independent judging organization ("Administrator" or "PrizeLogic"), 25200 Telegraph Road, Suite 405, Southfield, MI, USA 48033.

- 1. PROMOTION PERIOD:** The Promotion starts February 1, 2015 at 12:00 AM Eastern Time ("ET") and ends on January 31, 2016 at 11:59:59 PM ET ("Promotion Period") and consists of twelve (12) separate monthly sweepstakes (each a "Sweepstakes Period" as defined further in Section 4 of these Official Rules). The Promotion is subject to all applicable federal, state and local laws and regulations. The Administrator's computer is the official Promotion Period clock.
- 2. ELIGIBILITY:** The Promotion is open only to legal residents who are physically residing in the 50 United States or the District of Columbia and who are at least eighteen (18) years of age or older as of the date of entry. Void in Puerto Rico, the United States Territories and Possessions, elsewhere and where prohibited or restricted by law. Officers, directors, and employees of the Sponsor, ForeSee Results, Inc., Administrator and their respective parent, subsidiary, and affiliate companies, and any other entity involved in the development, administration, promotion, or implementation of the Promotion (the "Promotion Entities"), and members of these persons' immediate families (spouses and/or parents, children, and siblings, and their spouses, regardless of where they reside), and/or persons living in the same households as these persons (whether or not related thereto) are not eligible to enter or win the Promotion. Participation constitutes Entrant's full and unconditional agreement to these Official Rules as well as Sponsor's and/or Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 3. METHODS OF ENTRY:** An eligible entrant ("Entrant") may enter using one (1) of two (2) methods of entry:

Entry Method 1: Upon completing a purchase at a participating *fred's* Super Dollar™ retail store, the customer will receive an invitation to participate in a survey (the "Survey"). This

invitation will be printed on the fred's Super Dollar store receipt. The customer must log on to the URL provided on the receipt and complete the Survey within seven (7) calendar days from the date of purchase. After completing the Survey, the customer will be asked if he/she wishes to enter the Promotion. If the customer is an eligible entrant and wishes to participate in the Promotion, he/she must then enter the following information: his/her complete first and last name (no initials), valid e-mail address, complete street address (no P.O. Box), Zip Code, telephone number and birthday. After entering this information, the Entrant must click the submit button and he/she will be entered into the Sweepstakes Period for the calendar month when his/her entry is received. Limit one (1) Entry per receipt. **Purchase must be made in-store by January 31, 2016, but customers will still have seven (7) calendar days to enter the last Sweepstakes Period. For example, a customer who has made a purchase on January 31, 2016 will have until February 7, 2016 to complete the survey and receive an entry into the last Sweepstakes Period.**

Entry Method 2 (alternative method of entry): This entry method is for those who have not made a purchase. Under this method of entry, during the Promotion Period, visit <https://survey.foreseeresults.com/store/controller?id=77cd7169&flow=SS> and follow the steps to receive an entry into a Sweepstakes Period, including providing the registration information requested above.

The entry date will be the date that the Entrant either completes the survey or enters by the alternative method of entry and is thereby entered into the Promotion, not the date of the receipt. Therefore, it is possible for an Entrant to complete a purchase during one Sweepstakes Period and receive an entry into the next Sweepstakes Period. Notwithstanding the foregoing, regardless of the method of entry, an Entrant may only enter the Promotion once per calendar day during the Promotion Period. A calendar day starts at 12:00 AM ET (midnight) and ends at 11:59:59 PM ET each day during the Promotion Period.

To be eligible for a Prize, the Entrant must be in compliance with the Official Rules. Each Entrant must be the authorized account holder of a valid e-mail account. Entries generated by a script, macro, or other automated means will be disqualified. Entries that are incomplete, non-deliverable for any reason, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. In case of a dispute over the identity of an Entrant, the authorized account holder of the e-mail address used to enter will be deemed to be the Entrant. "Authorized account holder" is defined as the person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entry constitutes permission (except where prohibited by law) to use Entrant's name, city, state, likeness, image, and/or voice for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval.

- 4. RANDOM DRAWING:** On or about each of the Random Drawing Dates below, Administrator will randomly select ten (10) potential winners (each a “Winner”) from among all eligible entries received during the Sweepstakes Period. Each Winner will be deemed a potential Winner pending verification of eligibility and compliance with these Official Rules. Entrants must enter during each Sweepstakes Period to be eligible to win a Prize for that Sweepstakes Period. **Entries will not be carried over from one Sweepstakes Period to the next Sweepstakes Period.**

Sweepstakes Period	Start Date (at 12:00 AM ET)	End Date (at 11:59:59 PM ET)	Random Drawing Date (on or about)	Notification Date (on or about)
1	2/1/2015	2/28/2015	3/10/2015	3/19/2015
2	3/1/2015	3/31/2015	4/9/2015	4/20/2015
3	4/1/2015	4/30/2015	5/11/2015	5/20/2015
4	5/1/2015	5/31/2015	6/9/2015	6/18/2015
5	6/1/2015	6/30/2015	7/9/2015	7/20/2015
6	7/1/2015	7/31/2015	8/11/2015	8/20/2015
7	8/1/2015	8/31/2015	9/10/2015	9/21/2015
8	9/1/2015	9/30/2015	10/9/2015	10/20/2015
9	10/1/2015	10/31/2015	11/10/2015	11/19/2015
10	11/1/2015	11/30/2015	12/9/2015	12/21/2015
11	12/1/2015	12/31/2015	1/11/2016	1/20/2016
12	1/1/2016	1/31/2016*	2/9/2016	2/18/2016

* Purchase must be made in-store by January 31, 2016, but customers will still have seven (7) calendar days to enter the Promotion.

5. PRIZES AND APPROXIMATE RETAIL VALUE (“ARV”):

A. Prizes (10 per Sweepstakes Period): Each Sweepstakes Period ten (10) winners will each receive a \$100 *fred’s* Gift Card (“Prize”). ARV of each Prize: \$100. Each Gift Card is redeemable for merchandise only and is not redeemable for cash. Sponsor is not responsible for lost, stolen or unauthorized use of Gift Card. After 12 months of non-use, a \$1.50 per month dormant account fee will be deducted from the remaining balance on the Gift Card. Each Gift Card is subject to the terms and conditions set forth thereon.

B. Total ARV: The total ARV of all available prizes in each Sweepstakes Period is \$1,000.

C. General Conditions on Prizes: Prize will not be redeemed or exchanged for cash, except where required by law. Prize will not be replaced or replenished if it is lost, stolen, damaged, destroyed or used without your permission and will be voided if altered or defaced. Limit one (1) Prize per household during each Sweepstakes Period.

Prizes are non-transferrable and non-substitutable, except by Sponsor in its sole discretion. Sponsor reserves the right to substitute a similar Prize of comparable or greater value. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of the Prize(s) are the sole responsibility of Winner(s). If the Prize(s) is unclaimed within a reasonable time after notification from Sponsor, as determined by Sponsor in its sole discretion, it will be forfeited, and, time permitting, an alternate Winner(s) may be selected from the remaining eligible entries at Sponsor's sole discretion.

6. **ODDS OF WINNING:** Odds of winning a Prize depend on the number of eligible entries received during each Sweepstakes Period.
7. **WINNER NOTIFICATION AND FULFILLMENT:** Potential Winners will be notified on or about the Notification Dates defined in Section 4 of these Official Rules by e-mail using the contact information provided at the time of entry.

If a potential Winner is ineligible for any reason, then the potential Winner will be disqualified and an alternate Winner may be selected. Noncompliance with these Official Rules or the return of any prize/prize notification may result in disqualification and, at Sponsors' discretion, an alternate potential winner may be selected by random drawing from among all remaining eligible entries received during the applicable Sweepstakes Period. Federal, state, and local taxes imposed on Prizes are the sole responsibility of the Winner. Administrator will ship the Prize directly to the Winner within approximately 6 - 8 weeks of the notification date.

8. **CONDITIONS:** By entering the Promotion, each Entrant agrees for Entrant and for Entrant's heirs, executors, and administrators (a) to release and hold harmless Promotion Entities and their respective officers, directors, and employees (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such Entrant's participation in the Promotion and/or his/her acceptance, possession, use, or misuse of the Prize or any portion thereof; (b) to indemnify Released Parties from any and all liability resulting or arising from the Promotion and to hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to Prize, including express warranties provided exclusively by Prize supplier that are sent along with Prize; (c) if selected as a Winner, the use by Released Parties of such name, voice, image, and/or likeness for publicity, promotional, and advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, and, upon request, to the giving of consent, in writing, to such use; and (d) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Promotion itself, and to be bound by all decisions of the Sponsor, which are binding and final. Failure to comply with these conditions may result in disqualification from the Promotion in Sponsor's sole discretion.

- 9. NO WARRANTIES, LIMITATION OF LIABILITY:** Sponsor makes no warranties covering any of the prizes furnished as part of this Promotion. All prizes, and all materials furnished as part of or in connection with the Promotion are provided "as is" without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose. Promotion Entities are not responsible for, and shall be indemnified by the Winner against, any claims, injuries, losses or damages of any kind resulting from acceptance, use, misuse, possession, or loss of the Prize. Void where prohibited. IN NO EVENT WILL THE PROMOTION ENTITIES, THEIR AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES.
- 10. PRIVACY:** Each Entrant agrees that personal data, including but not limited to, name, mailing address, telephone number, and e-mail address may be collected, processed, stored and otherwise used for the purposes of conducting and administering the Promotion and otherwise in accordance with Sponsor's Privacy Policy located at <http://corp.fredsinc.com/about-us-privacy.php>. Further, this data may also be used by Sponsor to verify an Entrant's identity, postal address and telephone number in the event an Entrant qualifies for any Prize as well as to deliver the applicable Prize. If an Entrant does not provide the required data when requested, that entry will be ineligible for any Prize.
- 11. ADDITIONAL TERMS:** Sponsor reserves the right to permanently disqualify from any promotion any person it believes has intentionally violated these Official Rules. The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsor (excepting compliance with applicable codes and regulations), or other acts outside the reasonable control of Sponsor will not be considered a breach of these Official Rules. Released Parties assume no responsibility for any injury or damage to Entrants' or to any other person's computer relating to or resulting from entering or downloading materials or software in connection with the Promotion. Promotion Entities are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional or marketing materials or in these Official Rules; for any human or electronic (including but not limited to programming) error; or for Entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, illegible or returned. Sponsor reserves the right to cancel, modify, or suspend the Promotion or any element thereof (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules). In the event of cancellation, modification, or suspension, Sponsor reserves the right to select Winners in a random drawing from among all eligible, non-suspect Entries received prior to the time of the event warranting such cancellation, modification, or

suspension. In no event will more Prizes be awarded than are stated in these Official Rules. Sponsor may prohibit any Entrant or potential Entrant from participating in the Promotion, if such Entrant or potential Entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other Entrant, Sponsor, or Sponsor's agents or representatives, including but not limited to the Promotion Entities; or behaves in any other disruptive manner (as determined by Sponsor in its sole discretion). **CAUTION:** Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages from any such entrant to the fullest extent permitted by law, including criminal prosecution. In the event of such a dispute or in the event a potential winner entered via internet and a dispute arises regarding a specific individual entitled to receive a prize, entries made by internet will be declared made by the authorized account holder of the email address submitted at the time of entry and any damage made to the web site will also be the responsibility of the authorized account holder. "Authorized account holder" is defined as the person who is assigned to an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Released Parties are not responsible for any technical, mechanical, printing, typographical, human or other error relating to or in connection with the Promotion, including, without limitation, errors which may occur in the administration of the Promotion, the processing of entries, the announcement of the prize or in any Promotion-related materials; or for any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Promotion.

12. DISPUTES: EXCEPT WHERE PROHIBITED BY LAW THE PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE COUNTY OF OAKLAND IN THE STATE OF MICHIGAN. 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 AMERICAN ARBITRATION ASSOCIATION, IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN THE STATE OF MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE STATE OF MICHIGAN. 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 SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE STATUTE OF LIMITATIONS FOR ASSERTING ANY CLAIMS SHALL BE A PERIOD OF ONE (1) YEAR FROM THE END DATE OF THE PROMOTION PERIOD. ENTRANTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES OR ANY

PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. FURTHER, BY PARTICIPATING IN THE SWEEPSTAKES ENTRANTS WAIVE ANY RIGHT TO PARTICIPATE IN CLASS ACTION.

13. WINNER LIST: For a list of winners in the Promotion, send a self-addressed, stamped business size envelope to (VT residents may omit return postage): *fred's* Survey Sweepstakes, Winners List Request, P.O. Box 251328, West Bloomfield, MI 48325. Requests must be received by March 16, 2016 and will be fulfilled at the end of the Promotion Period.

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