

HAGGEN NORTHWEST FRESH SURVEY SWEEPSTAKES 2016

OFFICIAL RULES

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

OPEN ONLY TO LEGAL RESIDENTS OF OREGON, AND WASHINGTON WHO, AS OF TIME OF ENTRY, ARE AGE 18 YEARS OR OLDER.

VOID ELSEWHERE AND WHERE PROHIBITED OR RESTRICTED BY LAW.

The Haggen Northwest Fresh Survey Sweepstakes 2016 ("Promotion") is sponsored and administered by Haggen Inc. ("Sponsor"), 2211 Rimland Dr., Ste. 300 Bellingham, WA 98226.

1. PROMOTION PERIOD: The Promotion starts January 21, 2016 at 12:00:00 AM (midnight) Eastern Time ("ET") and ends on January 20, 2017 at 11:59:59 PM ET ("Promotion Period"). The Promotion consists of twelve (12) separate periodic sweepstakes (individually, "Sweepstakes Period") as set forth in Section 4 of these Official Rules. The Promotion is subject to all applicable federal, state and local laws and regulations. The Sponsor's computer is the official Promotion Period clock.

2. ELIGIBILITY: The Promotion is open only to legal United States residents who are physically residing in Oregon and Washington, who are at least eighteen (18) years of age or older as of the date of entry ("Entrant"). Void in the remainder of the United States, the United States Territories and Possessions, elsewhere and where prohibited or restricted by law. Officers, directors, and employees of the Sponsor, ForeSee Results, Inc., and their respective parent, subsidiary, and affiliate companies, and any other entity involved in the development, administration, promotion, or implementation of the Promotion ("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 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 Entrant may enter using one (1) of following two (2) methods of entry:

Entry Method 1: After completing a purchase at a participating Haggen Northwest Fresh retail store, the customer will receive an invitation to participate in a survey ("Survey"). This invitation will be printed on the Haggen Northwest Fresh or Haggen Food and Pharmacy store receipt **from a participating store which has a four-digit store number beginning with the number "2"**. 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 or she wishes to enter the Promotion. If the customer is an eligible Entrant and wishes to participate in the Promotion, he or she must then enter the requested registration information, which may include, but is not limited to: complete first and last name (initials are not permitted), valid e-mail address, complete street address (P.O. Boxes are not accepted), city, state, ZIP Code, telephone number and birthday. After entering this information, the Entrant must click on the submit button to receive one (1) entry into the Sweepstakes Period running when the entry is received. Limit one (1) entry per receipt. Purchase must be made in-store by January 20, 2017. As long as the purchase is made on or before January 20, 2017, Entrants will still have seven (7) calendar days from the date of purchase to enter the last Sweepstakes Period. For example, a customer who has made a purchase on January 20, 2017 will have until January 27, 2017 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=4f804d4d&flow=SS> and follow the steps to receive an entry into a Sweepstakes Period, including providing the requested registration information.

Regardless of the method of entry, the entry date will be the date that the Entrant either completes the Survey or receives an entry by the alternative method of entry, not the date of the receipt or purchase. Therefore, it is possible for an Entrant to complete a purchase during one Sweepstakes Period and receive an entry into the next Sweepstakes Period. 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 comply with these 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, Sponsor will randomly select two (5) potential winners (each a “Winner”) from 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 (as of 12:00:00 AM ET that day)	End Date (as of 11:59:59 PM ET that day)	Random Drawing Date (on or about)	Winner Notification date (on or about)
1	1/21/2016	2/29/2016	3/9/2016	3/21/2016
2	3/1/2016	3/31/2016	4/11/2016	4/21/2016
3	4/1/2016	4/30/2016	5/9/2016	5/19/2016
4	5/1/2016	5/31/2016	6/9/2016	6/20/2016
5	6/1/2016	6/30/2016	7/9/2016	7/20/2016
6	7/1/2016	7/31/2016	8/10/2016	8/19/2016
7	8/1/2016	8/31/2016	9/9/2016	9/21/2016
8	9/1/2016	9/30/2016	10/10/2016	10/19/2016
9	10/1/2016	10/31/2016	11/9/2016	11/21/2016
10	11/1/2016	11/30/2016	12/9/2016	12/21/2016
11	12/1/2016	12/31/2016	1/11/2017	1/19/2017
12	1/1/2017	1/20/2017*	2/1/2017	2/10/2017

***Purchase must be made in-store by January 20, 2017, but customers will still have seven (7) calendar days to enter the Promotion.**

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

A. **Prizes (5 per Sweepstakes Period):** Each Sweepstakes Period, five (5) Winners will each receive a \$100 pre-paid gift card (“Prize”). ARV of each Prize: \$100.

B. **Total ARV:** The total ARV of all available prizes in each Sweepstakes Period is \$500.

C. **General Conditions on Prizes:** Each Prize is redeemable for merchandise only and is not redeemable for cash. 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. Sponsor is not responsible for lost, stolen or unauthorized use of Prize. Each Prize is subject to the terms and conditions set forth thereon. Limit one (1) Prize per household for the entire Promotion Period. After winning a Prize, the household will no longer be an eligible Entrant for all the future Sweepstakes Period Random Drawings. 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 a Prize(s) are the sole responsibility of Winner(s). If a Prize 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 may be selected from the remaining eligible entries at Sponsor’s sole discretion.

6. ODDS OF WINNING: The 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 set forth 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 Sponsor’s 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 each Winner. Sponsor will ship the Prize directly to the Winner within approximately 6 to 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, to the posting of such Entrant's name on Facebook, Twitter or any other social media site and 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. **EACH ENTRANT AGREES TO RELEASE, HOLD HARMLESS AND INDEMNIFY THE PROMOTION ENTITIES FOR ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED (A) IN CONNECTION WITH THE USE, ACCEPTANCE, POSSESSION, MISUSE OR AWARDING OF A PRIZE, OR (B) WHILE PREPARING FOR, PARTICIPATING IN AND/OR TRAVELING TO OR FROM ANY PRIZE- OR PROMOTION-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY. EACH WINNER AGREES THAT THE PRIZES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

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 www.haggen.com/privacy. 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 any person 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. 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 a 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 / GOVERNING LAW. Except where prohibited, as a condition of participating in this Promotion, each Entrant agrees that any and all disputes that cannot be resolved between the Entrant and any Promotion Entity, claims and causes of action arising out of or connected with this Promotion, any prize awarded, or the determination of any winner must be resolved individually, without resort to any form of class action. **FURTHER (EXCEPT WHERE PROHIBITED), IN ANY SUCH DISPUTE, UNDER NO CIRCUMSTANCES WILL AN ENTRANT BE PERMITTED OR ENTITLED TO OBTAIN AN AWARD FOR, AND HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES, INCLUDING ATTORNEYS' FEES, OTHER THAN ENTRANT'S ACTUAL OUT-POCKET EXPENSES (IF ANY), NOT TO EXCEED TWO HUNDRED FIFTY DOLLARS (\$250), AND ENTRANT FURTHER WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.** This Promotion and any dispute arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the laws of the State of Washington, without reference to its conflicts of law principles. Any

legal actions, suits or proceedings related to this Promotion (whether for breach of contract, tortious conduct or otherwise) will be brought exclusively in the state or federal courts located in Whatcom County, Washington, and each Entrant accepts and submits to the personal jurisdiction of these courts with respect to any legal actions, suits or proceedings arising out of or related to this Promotion.

13. WINNERS LIST: For a list of Winners in the Promotion, send a self-addressed, stamped business size envelope to (VT residents may omit return postage): Haggen Northwest Fresh Survey Sweepstakes 2016, Winners List Request, P.O. Box 9704, Bellingham, WA 98227. Requests must be received by March 20, 2017.

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