

## 2019 CUSTOMER FEEDBACK SWEEPSTAKES OFFICIAL RULES

This 2019 Customer Feedback Sweepstakes promotion (the "Sweepstakes") is offered by Earth Fare, INC (the "Sponsor").

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. PARTICIPATION IN THE SWEEPSTAKES CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE OFFICIAL RULES. Individuals who participate in the Sweepstakes are called an "Entrant" for the purposes of these official rules (the "Official Rules").

1. Eligibility. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. The Sweepstakes is open to individuals who are at least eighteen (18) years of age. Entrants must be legal residents of the United States or the District of Columbia (the "Sweepstakes Area"). Employees, agents, officers, directors, shareholders, members, managers, franchisees, and owners of the Sponsor and their immediate family members and those individuals living in the same household are not eligible to enter or win. Past winners of other promotions and contests offered by Sponsor within the previous six (6) months and their immediate family members and those individuals living in the same household are not eligible to enter or win.

2. Sweepstakes Period. The Sweepstakes begin August 12, 2019, and end July 31, 2020 (the "Sweepstakes Period").

3. How to Enter. Entrants may enter the Sweepstakes by either (a) online or (b) mail (each, an "Entry").

For online entries: Entrants may enter the Sweepstakes by accessing and completing the entry form at [www.earthfarelistens.com](http://www.earthfarelistens.com) or the website address printed on receipts from participating Sponsor locations during the Sweepstakes Period. Entrants will be asked to provide feedback and certain information about their shopping experience and to provide certain contact information. PLEASE NOTE: to be eligible for the random drawing for any Monthly Prize (see additional information below), online entries must be received by Sponsor by 11:59 EST on the last day of the respective month during the Sweepstakes Period in which the Entrant's shopping experience occurred.

For mail entries: Entrants may enter the Sweepstakes by sending Entrant's name, complete address, telephone number, email address, and date of birth by mail to: Feedback Sweepstakes, Earth Fare, 220 Continuum Dr., Fletcher, NC 28732. PLEASE NOTE: to be eligible for the random drawing for any Monthly Prize (see additional information below), mail entries must be postmarked on or before the last day of the respective month during the Sweepstakes Period and received by Sponsor within three (3) days following the end of such month.

PLEASE NOTE: Online entries require Entrants to provide information about specific dining experiences. As such, all entries that are not associated with a specific dining experience must be completed and submitted as mail entries. Entries via mail and online entries have the same statistical odds to win.

There is no limit to the number of times you may enter online or by mail; however, online entries must relate to and provide information about a different dining experience and each mail entry must be mailed separately. Sponsor will void any Entrant who submits ineligible entries. Sponsor reserves the right to verify eligibility of all Entrants. Illegible and incomplete entries will be void.

4. Prizes; Winners. The Sweepstakes features twelve (12) monthly prizes (each, a "Prize"). All winners of Prizes will be randomly selected.

Within ten (10) business days after the end of each calendar month, Sponsor or its agent will conduct a random drawing from among all eligible entries received during the previous month to award one (1) Prize for that month. Each Prize will consist of a \$400 Earth Fare Gift Card.

Limit one (1) prize per person. No portion of a Prize may be transferred, redeemed for cash, or substituted, except by Sponsor in its sole discretion. Sponsor reserves the right to substitute any portion of a prize of equal or greater value for any reason, including, without limitation, availability. All expenses not specifically identified as included in a Prize are the sole responsibility of winner. Prizes are subject to availability. Prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, implied warranty of merchantability or fitness for a particular purpose). Acceptance and use of a Prize is at winner's sole risk and Sponsor is not responsible for any damages whatsoever including special, indirect, or consequential damages, arising in connection with the use or misuse of a Prize. Winners of a Prize shall be solely responsible for all federal, state, and local taxes and fees and other expenses associated with receiving and using a Prize.

The odds of winning a Prize will depend on the number of eligible entries received during the month. Entries via mail and online entries have the same statistical odds to win.

Notification for all winners will occur within ten (10) business days after such winners are randomly selected. The selected individuals will be notified according to the contact information provided by the Entrant on the Entry. Except where prohibited by law, all winners will be required to complete and return to Sponsor an identity verification questionnaire and a liability and publicity release within three

(3) days, or the Prize, as applicable, will be forfeited and an alternate winner may be selected by Sponsor (and in such case this process will be repeated).

In consideration for being awarded a Prize, each Prize winner hereby agrees and consents to Sponsor's use, without further authorization, compensation, or remuneration of any kind, of the Prize winner's name and/or likeness in any and all advertising, promotions, and other publicity conducted by Sponsor and its affiliated entities, representatives, and agents, except where prohibited by law.

5. Entry Requirements. By entering the Sweepstakes and providing an Entry, you understand that your Entry and information may be featured on or in Sponsor's website, social media accounts, and other public and private marketing communications by Sponsor. By providing an Entry, you waive and release any rights you may have with respect to Sponsor using the Entry for Sponsor's purposes, including commercial purposes. In addition, in order to participate in the Sweepstakes, Entrants will be required to supply certain information about themselves. Sponsor has specified which information is mandatory in order to participate in the Sweepstakes.

By entering the Entry in the Sweepstakes, you make the following representations and warranties: (i) the Entry contains true and correct information and is your voluntary choice; (ii) if submitting an Entry on behalf of another person, you have permission and authority to enter the Entry on behalf of that individual and the individual is over eighteen (18) years of age and has notice of such Entry; (iii) your Entry does not contain obscene, profane, lewd, defamatory, unlawful or inappropriate content, or content disparaging to Sponsor – all as determined in Sponsor's sole discretion; (iv) your Entry does not violate the privacy, property, or publicity rights of any person, living or deceased; (v) your Entry does not copy or otherwise plagiarize information from or another person; and (vi) you agree to abide by these Official Rules. Entries should not contain any third party materials, copyrights, trademarks, logos or any other mark identifying a third party brand. Sponsor reserves the right to void and/or remove any Entry that it considers in its exclusive discretion to violate any of the above representations and warranties.

Any Entry that does not meet the requirements of this Section and otherwise in these Official Rules will be disqualified and void.

6. General Sweepstakes Conditions. Entrants are solely responsible for complying with the Official Rules, terms, and conditions, and maintaining the technological, hardware, and internet capabilities required to submit entries. Sponsor will not be responsible or liable in any manner for any Entrant's or person's inability to submit an eligible Entry, including, but not limited to, entries that are late, lost, damaged,

misdirected, incomplete, illegible, undeliverable, destroyed due to hardware, software, network or system errors or failures of any kind.

Sponsor may prohibit any Entrant from participating in the Sweepstakes or winning a Prize if Sponsor determines in its sole discretion that the Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten, or harass any other Entrants or Sponsor representatives. Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

The Sweepstakes is subject to applicable federal, state, and local laws. All Entrants agree to be bound by these Official Rules and the decisions of Sponsor. Entrants waive any right to claim ambiguity in the Sweepstakes or these Official Rules. All Entrants agree to follow the Official Rules. Sponsor reserves the right to modify the scheduling of the Sweepstakes without prior notification, and the right to make changes or additions to these Official Rules for any reason at any time. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision.

If for any reason this Sweepstakes is not capable of running as planned, then Sponsor reserves its right at its sole discretion to cancel, terminate, modify, or suspend the Sweepstakes.

7. Release; License to Use. Except where prohibited by law, an Entrant's submission of an Entry constitutes the Entrant's irrevocable, sub-licensable, absolute right, and permission for Sponsor and its affiliated entities, representatives, and agents, to use, publish, post, or display Entrant's name, photograph, video, likeness, statements, information, city and state, Prize information (as applicable), any quotes attributable to him or her, and any other indicia of person (regardless of whether modified, edited, used alone, or used with other material in the Sponsor's sole discretion) for any purpose, including but not limited to advertising, trade, promotional, and publicity purposes, on a worldwide basis, and in all forms of media now known or hereafter devised, in perpetuity, without further authorization, notification, opportunity to review, approval, or compensation of any kind. Each Entrant releases Sponsor and its affiliated entities, representatives, and agents from any and all liability related thereto. Nothing contained in these Official Rules obligates the Sponsor, its affiliated entities, or its representatives and agents to make use of any of the rights granted in these Official Rules, and each Entrant waives any right to inspect or approve any such use.

8. Limitations on Liability. WINNERS AND ENTRANTS RELEASE AND AGREE TO INDEMNIFY, HOLD HARMLESS, AND REIMBURSE SPONSOR AND ITS RESPECTIVE MANAGERS, MEMBERS, DIRECTORS,

OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY LIABILITY FOR ANY DAMAGES, INJURY, OR LOSSES 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 A PRIZE, OR PARTICIPATION IN ANY RELATED ACTIVITY OR PARTICIPATION IN THIS SWEEPSTAKES.

To the maximum extent permitted by law, Sponsor and its affiliated entities, representatives, and agents will not be responsible or otherwise liable for any reason for any damages or losses of any kind, including direct, indirect, incidental, consequential, or punitive damages related to the Sweepstakes, including any access to or use of the website or any downloading from or printing material from the website. Everything on the website is provided "as is" without warranty of any kind, either expressed or implied.

9. List of Winners. To obtain a list of the Sweepstakes winners, available ten (10) days after the Sweepstakes Period, send a self-addressed, stamped envelope with your request to: Feedback Sweepstakes, Earth Fare, 220 Continuum Dr., Fletcher, NC 28732.

10. Disputes. Except where prohibited, Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any Prize will be resolved individually and exclusively by binding arbitration to be held in Asheville, Buncombe County, North Carolina; (ii) all claims, judgments and awards on behalf of Entrant will be limited to lesser of actual out-of-pocket costs incurred or two hundred fifty dollars (\$250); (iii) attorneys' fees will not be awarded or available to Entrant; and (iv) this Sweepstakes 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 North Carolina without giving effect to conflicts of law or choice of law principles or rules that would cause the application of any other state's laws. ENTRANT ACKNOWLEDGES AND AGREES THAT HE OR SHE HEREBY WAIVES AND RELEASES ANY RIGHT TO BRING A DISPUTE AS A CLASS ACTION OR PARTICIPATE IN THE SAME.

11. Copies of Official Rules. For a copy of these Official Rules, mail a self-addressed stamped envelope to be received by the last day of the Sweepstakes Period to: Feedback Sweepstakes, Request for Official Rules, Earth Fare, 220 Continuum Dr., Fletcher, NC 28732.