

OFFICIAL RULES

Brookshire's Kids Club Sweepstakes ("Sweepstakes")

NO PURCHASE NECESSARY. VOID OUTSIDE ELIGIBLE STATES AND WHERE PROHIBITED. SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE STATE OF TEXAS. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.

Sweepstakes:

Sponsor/Administrator: Brookshire Grocery Company

Participating Stores: All Brookshire Food Stores

Eligible States: Texas, Louisiana and Arkansas

Minimum Age: Entrants must be between the ages of 3 - 10 at time of participation and a Brookshire's Kids Club member

Participant: "You" or "Your" means Participant

ADDRESSES:

Free Entry Address: Kid's Club Sweepstakes, P O Box 1411, Tyler TX 75710

Winners List Address: Kid's Club Sweepstakes, P O Box 1411, Tyler TX 75710

DATES:

Start Date: 1/1/2017

End Date: See Exhibit A

Entry Deadline: See Exhibit A

Sweepstakes Period: Start Date through End Date.

Drawing Date: See Exhibit A

Winner's List Request Deadline: 1/1/2018

Prizes: Monthly Prize ("Monthly Prize"): One (1) Monthly Prize Winner ("Monthly Prize Winner") will receive a prize to be determined by Brookshire Grocery Company (ARV: \$15.00)

Quarterly Prizes ("Quarterly Prize"): Four (4) Quarterly Prize Winners ("Quarterly Prize Winners") will receive a Birthday Party Pack ("Party Pack") in the form of a Twenty-five dollar (\$25) Brookshire Gift Card (ARV: \$25)

HOW TO ENTER:

- Be a member of the Brookshire's Kid's Club. See www.brookshires.com for details.
- **FREE ENTRY:** On a 3" x 5" card hand print your actual name and residential address (as they appear on your driver's license or government identification) (no P.O. boxes), telephone number, Kid's Club Member name and date of birth, Thank You Card number and submit in a #10 envelope to the Free Entry Address. Entry forms must be legible and

completed in full to be valid. Machine duplicated or reproduced entries will not be accepted. Only one (1) individual's name may be on each entry form and only one entry form per envelope. Not responsible for lost, late, damaged, misdirected, illegible, postage-due mail or human or other error that may occur in the receipt or processing of entries. Entries become property of Sponsor and will not be returned. Entries must be postmarked by the Postmark Date.

No Automated Entries. You must fill out your own entry form without the use of any automated sweepstakes entry filling services or form filling services. The use of any automated, programmed, robotic or similar system to enter is prohibited and will result in disqualification. Entries filled out by anyone other than you will be disqualified. Auto entries prohibited.

LIMIT ON ENTRIES: Limit of One (1) mail-in entry per person per day.

THE DRAWING: Prize Winners will be selected by random electronic drawing from all Kid's Club members and eligible entries received. Odds of winning depend on the number of eligible entries received and Kid's Club members registered.

PRIZE NOTIFICATION: Parents or guardians of potential Monthly Prize Winner and Quarterly Prize Winners will be notified by phone and/or e-mail. If potential winner does not claim the Monthly Prize or Quarterly Prize (within 1 week), the Monthly Prize and Quarterly Prize will be forfeited. Quarterly Prize Winners parent or guardian may be required to sign an affidavit of eligibility and release of publicity/liability ("**Affidavit**") within the time period specified by Sponsor/Administrator in the letter accompanying the Affidavit ("**Prize Letter**") or Quarterly Prize will be forfeited. If mail is returned as undeliverable without a forwarding address, then Quarterly Prize may be forfeited. An alternate winner for forfeited Quarterly Prize may be selected at Sponsor's sole discretion. Quarterly Prize will be awarded upon receipt of Affidavit, and verification of Quarterly Prize Winner.

LIMIT ON PRIZES: Limit of one prize (valued at \$600 or more) allowed per person/household per twelve (12) consecutive month period in any promotion sponsored by Sponsor or any of its affiliated companies.

THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE SWEEPSTAKES AND ARE PART OF THE FULL OFFICIAL RULES.

ELIGIBILITY: To enter you must be a legal resident of the United States in an Eligible State and at least the Minimum Age and a Brookshire's Kids Club member. You are also not eligible if you or any member of your immediate family or household (whether or not related) is (A) an employee, officer or director of (1) Sponsor/Administrator, its subsidiaries or distributors, their respective parent, affiliated and subsidiary companies (collectively, the "**Sweepstakes Parties**"), or (2) any of the Sweepstakes Parties' other promotional partners, advertising or promotions agencies, suppliers of Sweepstakes materials, internet promotion developers, judging or administration organizations, or auditing or legal firms and other parties engaged in the production, promotion, administration or execution of the Sweepstakes ("**Sweepstakes Providers**"), or (B) an owner/operator or person responsible for purchasing or promotion decisions at Brookshire Grocery Company that sell Sponsor products. "Immediate family" means parents, children, stepparents, stepchildren, siblings, stepsiblings and spouses, whether or not living at the same residence.

GENERAL CONDITIONS: By participating, you accept and agree to abide by the Official Rules and all decisions of Sponsor and its judging and administration organizations, which are final and legally binding in all respects. No substitution or transfer to a third party of all or any part of a prize is permitted. If, for any reason, a prize cannot be awarded or winner is not capable of redeeming a prize, Sponsor is not obligated to award it and Sponsor reserves the right, in its sole discretion,

whether or not to substitute the prize (or portion of prize) with a prize of comparable or greater value or cash value. If, for any reason, more prizes are available or claimed than the stated number, Sponsor reserves the right to randomly draw winners from eligible prize claimants in such prize category. Winners are solely responsible for all federal, state and local taxes, if any, on prizes and any expenses not specifically awarded in the Official Rules. Non-compliance with these Official Rules may result in disqualification. You are not a winner unless and until (A) you have fully complied with the Official Rules and (B) all verification and award processes have been completed. Acceptance of prize constitutes permission for Sponsor and its designees to use winner's name and/or likeness for purposes of advertising and promotion in any medium, without further compensation, except as prohibited by law.

RELEASE OF LIABILITY: BY ENTERING THE SWEEPSTAKES, YOU HEREBY AGREE THAT IN NO EVENT WILL SPONSOR OR ANY OTHER RELEASEE BE RESPONSIBLE OR LIABLE FOR, AND YOU HEREBY RELEASE THEM FROM, ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LOSSES, COSTS, EXPENSE OR LIABILITY OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, PERSONAL INJURIES AND/OR DEATH, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, AND COUNSEL FEES AND COURT COSTS) ARISING OR RESULTING FROM ANYTHING RELATING TO:

- THE PRODUCTION, PROMOTION, ADMINISTRATION OR EXECUTION OF THE SWEEPSTAKES (OR YOUR PARTICIPATION IN IT);
- CANCELLATION, MODIFICATION OR RESCHEDULING OF ANY ASPECT OF THE SWEEPSTAKES;
- USE OF ANY WEB SITE(S) RELATED TO THE SWEEPSTAKES OR MATERIALS ON THE WEB SITE;
- ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF THE PRIZE; OR
- PARTICIPATING IN OR TRAVELING TO ANY SWEEPSTAKES-RELATED ACTIVITY.

"RELEASEES" MEANS SPONSOR, ALL SWEEPSTAKES PARTIES, SWEEPSTAKES PROVIDERS AND ALL OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, SHAREHOLDERS, DIRECTORS AND AGENTS.

LIMITATIONS: Neither Sponsor nor any other Releasee is responsible for:

- lost, late, damaged, incomplete, illegible, stolen, misdirected, or postage due mail, shipping or email;
- any website, computer, telephone, satellite, cable, network, Internet or other equipment, electronics, software, service, transmission, connection, processing or other errors, failures, congestion, accessibility or availability issues;
- unauthorized access, tampering, hacking, theft or destruction; or
- other technical or human error in the receipt or processing of entries, game piece requests or other submissions (whether to or from) or otherwise related to the production, promotion, administration or execution of the Sweepstakes.

TAMPERING/VIOLATIONS/DISRUPTION: Sponsor may, in its sole determination, disqualify any person it believes may be tampering with the entry or other operation of the Sweepstakes or acting in violation of the Official Rules, in a non-sportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person.

CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON OR ENTITY TO THE FULLEST EXTENT PERMITTED BY LAW.

CANCELLATION/MODIFICATION: Sponsor may, in its sole discretion, cancel, terminate, modify or suspend the Sweepstakes or modify the Sweepstakes or Official Rules if the Sweepstakes is not capable of running as Sponsor planned for any reason (including, but not limited to, due to

tampering, unauthorized intervention, computer virus, fraud, technical or human error or any other causes which Sponsor, in its sole opinion, deems could corrupt or affect the administration, security, fairness, integrity or intended conduct of this Sweepstakes or amendment and/or adoption of new or existing laws and/or regulations regarding the administration, operation or any other aspect of the Sweepstakes in any jurisdiction).

NO PRIZE WARRANTY: WITHOUT LIMITING THE FOREGOING, ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR OF IMPLIED WARRANTIES. CHECK YOUR LOCAL LAWS. SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

DISPUTES: SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS. IF NOT RESOLVED THROUGH DIRECT DISCUSSIONS, ANY CLAIM SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION WITH AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN TEXAS. FORUM AND VENUE FOR ANY ARBITRATION PROCEEDINGS WILL BE IN SMITH COUNTY, TEXAS. THE REMEDY FOR ANY CLAIM SHALL BE SUBJECT TO ALL LIMITATIONS AND RELEASES SET FORTH IN THESE RULES, BE LIMITED TO ACTUAL OUT OF POCKET DAMAGES, AND SHALL NOT, IN ANY EVENT, INCLUDE ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, ATTORNEY'S FEES OR COSTS OF BRINGING A CLAIM, OR ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF.

SWEEPSTAKES ADMINISTRATION: Sponsor/Administrator is responsible for the collection, submission and processing of entries and the overall administration and execution of the Sweepstakes. Entrants should look solely to Sponsor/Administrator at its above address with any questions, comments or problems related to the Sweepstakes.

WINNERS LIST: For a Winner's List, **mail** a self-addressed stamped envelope to Winner's List Address above. Mail must be received by the Winner's List Request Deadline. List will be sent once all prizes have been awarded.

LONG VERSION OF NPN:

NO PURCHASE NECESSARY. Must be Brookshire's Kid's Club member 3-10 years of age and a legal resident of Texas, Louisiana or Arkansas. To enter, print your actual name & address (no P.O. boxes), Kid's Club member name, date of birth, Thank you Card number and phone number on a 3x5 card and mail, in an envelope with proper postage affixed, to: Brookshire's Kids Club Sweepstakes, P O Box 1411, Tyler TX 75710. For complete Official Rules, see www.brookshires.com. Subject to full Official Rules. Void where prohibited.

ABBREVIATED VERSIONS OF NPN:

NO PURCHASE NECESSARY. Must be Brookshire's Kid's Club member 3-10 years of age & res of TX, LA or AR. To enter print your name, address, date of birth Kid's Club Member name, Thank You Card number & phone # on 3x5 card & mail in SASE to: Marketing PO Box 1411 Tyler TX 75710. For complete Official Rules, see www.brookshires.com. Subject to full Official Rules. Void where prohibited.

EXHIBIT A

	Qualifying			
Monthly Sweepstakes (1 Winner)	Start Date	End Date	Post Mark Date	Drawing Date
January	01/01/17	01/31/17	01/28/17	02/03/17
February	02/01/17	02/28/17	02/25/17	03/03/17
March	03/01/17	03/31/17	03/28/17	04/03/17
April	04/01/17	04/30/17	04/27/17	05/04/16
May	05/01/17	05/31/17	05/28/17	06/03/17
June	06/01/17	06/30/17	06/27/17	07/03/17
July	07/01/17	07/31/17	07/28/17	08/03/17
August	08/01/17	08/31/17	08/28/17	09/03/17
September	09/01/17	09/30/17	09/26/16	10/05/16
October	10/01/17	10/31/17	10/28/17	11/03/17
November	11/01/17	11/30/17	11/27/17	12/03/17
December	12/01/17	12/31/17	12/28/17	01/04/18
Quarterly Sweepstakes (4 Winners)	Start Date	End Date	Post Mark Date	Drawing Date
	1/4/2017	4/4/2017	4/2/2017	4/8/2017
	4/5/2017	7/4/2017	7/2/2017	7/8/2017
	7/5/2017	10/3/2017	10/1/2017	10/6/2017
	10/4/2017	1/2/2018	12/30/2017	1/6/2018