

## #I AM {N}POWERED GROCERY GIVEAWAY SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

- 1. Eligibility: The Natural Grocers #I Am {N}Powered Grocery Giveaway Sweepstakes (the "Sweepstakes") is open only to legal residents of the 50 United States and the District of Columbia who are at least 18 years old at the time of entry. Employees of Vitamin Cottage Natural Food Markets, Inc. ("Sponsor") and its parent, affiliates and subsidiaries, and the immediate family (spouses, parents, siblings and children) and household members of such employees, are not eligible to participate. VOID WHERE PROHIBITED BY LAW. Subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- **2. Timing:** The Sweepstakes begins on June 1, 2019 and ends on August 31, 2019 (the "Sweepstakes Period").
- **3. How to Enter:** Entrants will be able to enter the Sweepstakes by:
  - a. Obtaining an official limited edition #IamNPowered bandana (an "Official Bandana"), which may be procured free of charge: (i) at any Sponsor store during the month of May 2019 (while supplies last) or (ii) by downloading an image of the Official Bandana at <a href="https://dr1kl8glf25wj.cloudfront.net/merchant\_assets/001/445/252/190331\_IamNpoweredCampaign\_PrintableBandana\_FINAL-JK.pdf">https://dr1kl8glf25wj.cloudfront.net/merchant\_assets/001/445/252/190331\_IamNpoweredCampaign\_PrintableBandana\_FINAL-JK.pdf</a> at any time during the Sweepstakes Period; and
  - b. Submitting a digital photograph (maximum size 9 MB) of the entrant clearly wearing or displaying the Official Bandana in a pose or setting that is relevant to the following themes:
    - i. For photographs submitted during June 2019: Pets.
    - ii. For photographs submitted during July 2019: Family, friends or selfies.
    - iii. For photographs submitted during August 2019: Natural Grocers Brand Products, a Sponsor storefront or a Sponsor reusable shopping bag.

There is a maximum of one (1) entry per person per month during the Sweepstakes Period. NO ENTRANT IS ELIGIBLE TO WIN MORE THAN ONE PRIZE DURING THE SWEEPSTAKES PERIOD. The following submissions are ineligible: (i) any photograph that violates or infringes on a third party's intellectual property or other rights; (ii) any photograph that contains sexually explicit, nude, obscene, violent or other objectionable or inappropriate content; and (iii) any photograph that involves putting any individual or animal in danger. All entries must be submitted through [URL of Sweepstakes website] and must include all required fields, including name, email and other information about the entrant's photo submission. Sponsor reserves the right to: (i) reject any entry that does not comply with these Official Rules and (ii) determine whether a submitted photograph is in a pose or setting that is relevant to the applicable

month's theme. By entering, each entrant indicates his/her unconditional agreement to, and acceptance of, these Official Rules. Entrants are not eligible to win a prize unless they comply with all requirements in these Official Rules.

4. Sweepstakes Prizes: Each month during the Sweepstakes Perion: (i) one (1) entrant will receive a grand prize (the "Grand Prize") consisting of one (1) Natural Grocers gift card that will be loaded with \$100 each week for a period of twenty four (24) weeks, and a cash stipend of \$700; (ii) one (1) entrant will receive a second place prize (the "Second Place Prize") consisting of one (1) Natural Grocers gift card that will be loaded with \$50 each week for a period of twelve (12) weeks, and a cash stipend of \$175; and (iii) one (1) entrant will receive a third place prize (the "Third Place Prize") consisting of one (1) Natural Grocers gift card that will be loaded with \$25 each week for a period of eight (8) weeks. The total approximate retail value of this Sweepstakes is \$12,225. Prizes are non-transferable and no substitutions will be made, except as provided at Sponsor's sole discretion. Winners are responsible for all taxes and fees associated with prize receipt and/or use.

The odds of winning a Sweepstakes prize depend on the number of eligible entries received.

- 5. Rules Applicable to All Sweepstakes Prizes: The following rules will apply to each Natural Grocers gift card awarded as a Sweepstakes prize: (i) the gift card will be loaded with the appropriate amount as promptly as practicable following the selection of the winner of that card; (ii) any amount on the gift card that remains unspent at approximately 8:05 p.m. Mountain Time on the Sunday following the issuance of the gift card and each Sunday for a period of twenty three (23), eleven (11) or seven (7) weeks thereafter, as applicable to that gift card, will be automatically and permanently forfeited and may no longer be spent; (iii) each Monday following the issuance of the gift card, at approximately 12:00 p.m. Mountain Time, it will be re-loaded with the appropriate amount for a period of twenty three (23), eleven (11) or seven (7) weeks, as applicable to that gift card; and (iv) each winner's use of a gift card awarded as a Sweepstakes prize will be subject to all other rules applicable generally to Natural Grocers gift cards.
- 6. **Selection of Sweepstakes Prize Winners:** From all eligible entries, Sponsor will select one (1) Grand Prize winner, one (1) Second Place Prize winner and one (1) Third Place Prize winner for each month during the Sweepstakes Period based on the highest total number of online votes received during that month. Online votes may be cast only at [URL of Sweepstakes website]. Winners will be selected and notified within approximately one (1) week following the end of each month during the Sweepstakes Period. Sponsor's selection of all Sweepstakes prize winners is final and binding in all matters related to the Sweepstakes. As a condition to receiving the \$100 weekly or \$50 weekly Sweepstakes prize, the potential winner will be required to complete, sign and return, within seven (7) days of the date he/she is notified, an IRS Form W-9 (including the prize winner's social security number, which will be used only for the purpose of reporting the winner's prize earnings to the Internal Revenue Service as required by law). If a potential prize winner fails to complete, sign and return an IRS Form W-9 within such seven (7) day period, he/she will forfeit the prize and an alternate winner will be selected. ALL POTENTIAL SWEEPSTAKES WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. It is the entrant's responsibility to ensure that he/she has complied with the conditions contained in these Official Rules.
- **7. Intellectual Property Rights.** Each entrant will retain all rights to any photograph that he/she submits, including ownership rights (if applicable); provided that each entrant grants Sponsor a royalty-free, worldwide, nonexclusive, irrevocable, worldwide right to display each photograph submitted by such entrant on [URL of Sweepstakes website].

- **8. Publicity:** Except where prohibited by law, participation in the Sweepstakes constitutes a winner's consent in perpetuity to Sponsor's and its agents' use of such winner's photograph and such winner's name, likeness, photograph, voice, opinions, statements and/or hometown and state in Sponsor's internal and external communications materials (including but not limited to web sites and web publications and print and digital advertising) for promotional purposes in any media, worldwide, without further payment or consideration.
- 9. General Conditions: Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Subject to any governmental approval which may be required, Sponsor reserves the right, without prior notice and at any time, to terminate the Sweepstakes, in whole or in part, or modify or suspend the Sweepstakes in any way, if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions have destroyed or severely undermined the integrity and/or feasibility of the Sweepstakes. In the event Sponsor is prevented from continuing with the Sweepstakes as contemplated herein by any event beyond its control, or any federal state or local government law, order, or regulation, or order of any court or jurisdiction, the Sponsor shall have the right to modify, extend, suspend or terminate the Sweepstakes.
- 10. Release/Limitations of Liability: Each entrant agrees that Sponsor, its parent company, subsidiaries, and all of their respective directors, officers, employees, representatives and agents (collectively, the "Promotion Entities"): (i) shall not be responsible or liable for any losses, damages or injuries of any kind resulting from entrant's participation in the Sweepstakes or any Sweepstakes-related activity, or from entrant's acceptance, receipt, possession and/or use or misuse of any prize or participation in any prize-related activity and (ii) 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, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. By winning a prize, each winner agrees to release and hold harmless the Promotion Entities 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 direct, indirect, incidental, consequential or punitive damages arising, in whole or in part, out of such winner's participation in the Sweepstakes or such winner's receipt, use or misuse of any prize.
- 11. Disputes: Except where prohibited by law, each entrant agrees that: (i) 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, and exclusively by the appropriate state or federal courts in Denver, Colorado and hereby submit to the jurisdiction of such courts; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (iii) under no circumstances will any entrant be permitted to obtain awards for, and each entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules (whether of the State of Colorado or any other jurisdiction).
- **12. Winners List/Official Rules:** To obtain a list of all Sweepstakes prize winners or a copy of these Official Rules, send a self-addressed stamped envelope to Sponsor at the address provided below. All such

requests must be received by February 29, 2020. Please allow up to ten (10) business days for Sponsor to process your request. Vermont residents may omit return postage with Official Rules requests.

**13. Sponsor:** Vitamin Cottage Natural Food Markets, Inc., 12612 West Alameda Parkway, Lakewood, Colorado 80228.