



## The Fresh Market Customer Experience Survey Sweepstakes Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**Sweepstakes Entry Period:** The Fresh Market Customer Experience Survey Sweepstakes (the "Sweepstakes") begins at 12:00:01 AM Eastern Time ("ET") on May 1, 2021 and ends at 11:59:59 PM ET on April 30, 2022 (the "Sweepstakes Period").

**Eligibility:** The Sweepstakes is open to legal residents of the 50 United States including the District of Columbia, age 18 or older at the time of entry ("Entrant"). Void outside the U.S., and wherever else prohibited by law. Employees of The Fresh Market, Inc. (the "Sponsor") and its respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

**How To Enter:** There are two (2) ways to enter the Sweepstakes.

**Method #1: Receipt Invite** - To enter participants can make a purchase at a participating The Fresh Market supermarket location to receive a specially-marked cash register receipt which will have instructions inviting participants to visit [www.thefreshmarketsurvey.com](http://www.thefreshmarketsurvey.com), enter the requested information on the receipt (the "Receipt Information"), answer any required customer satisfaction survey questions and provide your contact information. Participants must follow online instructions at the designated website for entering Requested Information. When the Requested Information has been successfully entered and accepted (Requested Information must be entered exactly as they appear or they may not be accepted), participants will be invited to complete an online survey. Upon completion of the survey, the participant will be invited to complete the entry form in its entirety and submit to receive one (1) Sweepstakes entry for the Survey Period during which the entry is received (the "Survey Entry"). Each set of Requested Information may only be entered one (1) time during the Sweepstakes Period and cannot be re-used. All Requested Information submitted is subject to verification. The answers to the survey will have no effect on a participant's ability to enter or win. Sponsor's computer is the official clock for this Sweepstakes. Proof of entry does not constitute proof of submission. Online entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy. Limit: One receipt invite/survey entry per week.

**Method #2: To enter by mail:** Hand print your name, complete address, age and phone number on a postcard and mail it via first-class mail to: The Fresh Market Customer Experience Survey Sweepstakes, PO Box 16470, Rochester, NY 14616. Mail-in entries must be postmarked by close of an Entry Period and received by Sponsor no later than the Mail Received By date in the chart above to be entered in the Sweepstakes and to be eligible for the random drawing applicable to that Entry Period.

**Survey Periods:** There are twelve (12) Survey Periods as defined in the chart below (“Survey Period”). Entries must be received during the Survey Period to be eligible for that Survey Period drawing. Non-winning Survey Period entries will not be rolled over to subsequent Survey Periods.

Survey Period	Entry Period Start Date: 12:00:01 AM ET on	Entry Period End Date: 11:59:59 PM ET	Mail-In Entry Received By Date:	Survey Period Drawing Date: on or about
1	05/01/21	05/31/21	06/07/21	06/10/21
2	06/01/21	06/30/21	07/07/21	07/12/21
3	07/01/21	07/31/21	08/07/21	08/10/21
4	08/01/21	08/31/21	09/07/21	09/10/21
5	09/01/21	09/30/21	10/07/21	10/11/21
6	10/01/21	10/31/21	11/08/21	11/10/21
7	11/01/21	11/30/21	12/07/21	12/10/21
8	12/01/21	12/31/21	01/07/22	01/10/22
9	01/01/22	01/31/22	02/07/22	02/10/22
10	02/01/22	02/28/22	03/07/22	03/10/22
11	03/01/22	03/31/22	04/07/22	04/11/22
12	04/01/22	04/30/22	05/07/22	05/10/22

**Prize and Prize Approximate Retail Value (“ARV”):** Twelve (12) Grand Prizes: Each Survey Period one (1) winner will be chosen randomly from all eligible entries to receive a \$500 The Fresh Market gift card (ARV \$500 per prize). Total value of ALL prizes \$6,000 per the Sweepstakes Period. Limit one winner per family or household per Sweepstakes. Gift cards are not redeemable for cash unless required by law and will not be replaced if lost or stolen. Gift card usage is subject to issuing companies’ complete terms and conditions, including expiration dates.

**Odds:** Odds of winning a prize will depend upon the total number of eligible entries received for each Survey Period.

**Winner Selection:** Winners will be selected in a series of random drawings on or about the Drawing Date indicated in the chart above, from among all eligible entries received within the corresponding Survey Period, conducted by an independent judging agency and whose decisions are final. Prize winners will be notified by email or phone and requested to confirm their mailing address within 48 hours. If potential winner cannot be contacted or confirmed by the independent judging agency, as noted above, an alternate winner will be selected at random from all eligible entries received. Prizes will be sent to the address provided during entry or a new address provided via email or phone within 4-6 weeks of winner being verified. Any failure to comply with these Official Rules will result in a forfeiture of eligibility to win the prize. All taxes and expenses relating to the prizes are the winner’s responsibility.

**Prize Conditions:** Prizes are non-assignable or transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses associated with the receipt and/or use of prize is the winner’s sole responsibility.

The winner is responsible for all federal, state and local taxes, if applicable. Except where prohibited by law, entry and acceptance of prize constitute permission to use winner’s name, prize won, hometown,

likeness, opinions, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winner acknowledges that the Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered.

**Release:** Participant agrees to Sponsor's use, for advertising or publicity purposes, of: (i) Participant's name, image, and likeness; and (ii) statements made by or attributed to Participant relating to the Sweepstakes, Sponsor, Sponsor's business or services, and/or Sponsor's properties. Participant grants to Sponsor any and all rights to said use, worldwide, in all forms of media now known or hereinafter devised, in perpetuity, without further compensation or notice, unless prohibited by law.

**General Conditions:** Participating entrants unconditionally agree to these Official Rules and the decisions of independent judging agency and the Sponsor, and release the Sponsor and its affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each, from all claims and liability relating to their participation in the Sweepstakes, and the acceptance and use/misuse of the prize offered. Winner assumes all liability for any injury or damage caused or claimed to be caused by participation in this Sweepstakes or use/misuse or redemption of the prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

If for any reason this Sweepstakes is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes, at which time, Sponsor will conduct a random drawing from among all eligible entries received at the time of the Sweepstakes termination to determine a potential winner. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems or technical malfunctions of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Sponsor due to technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsor is not responsible for incompatibility of entrant's hardware, software or browser technology.

In the event of a dispute over the identity of an email entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural 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 materials/data that have been tampered with or

altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Sponsor is not responsible for: (i) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (ii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the independent promotion administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these Official Rules; and (ii) withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), and to select potential winners from among all eligible entries received prior to withdrawal.

ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**Disputes:** Except where prohibited, entrant agrees 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, and exclusively by the appropriate court located in the state of North Carolina. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state of North Carolina without giving effect to any choice of law or conflict of law rules (whether of the State of North Carolina or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of North Carolina. 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 rescind this agreement or seek injunctive or any other equitable relief.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

**Privacy:** By entering and providing the required entry information, Entrants acknowledge that the Sponsor may also send information, samples or special offers it believes may be of interest to Entrant, or other information or goods offered by its marketing partners. Personal information collected from entrants is subject to the Privacy Policies, which can be found at [www.thefreshmarket.com](http://www.thefreshmarket.com).

**Official Rules Request:** To request a copy of the Official Rules, see [www.thefreshmarketsurvey.com](http://www.thefreshmarketsurvey.com) or send a self-addressed, stamped envelope by April 30, 2022, to: The Fresh Market Customer Experience Survey Sweepstakes Rules Request, PO Box 16350, Rochester, NY 14616.

**Winners List:** For a list of winners, send a self-addressed stamped envelope with your request to: The Fresh Market Customer Experience Survey Sweepstakes Winner List, PO Box 16350, Rochester, NY 14616. Request must be received by 05/30/22.

**Sponsor:** The Fresh Market, Inc., 300 N. Greene Street, Suite 1100, Greensboro, NC 27401