

**“GFS Store Survey” Sweepstakes  
OFFICIAL RULES**

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

**ELIGIBILITY:** The “GFS Store Survey” Sweepstakes (the “Sweepstakes”) is open and offered only to legal U.S. residents in New York, Michigan, Wisconsin, Illinois, Indiana, Ohio, Pennsylvania, Kentucky, Tennessee, Missouri, and Florida who have reached the age of majority in their state of residence at the time of entry. Employees of the Sponsor, Administrator (as listed below), their immediate families (parent, child, sibling or spouse) and/or household members and any other persons or entities associated with this promotion are ineligible to enter or win. Void where prohibited or restricted by law.

**SPONSOR/ADMINISTRATOR:** The Sweepstakes is sponsored by Gordon Food Service, 1300 Gezon Parkway, Wyoming, MI 49501 (the “Sponsor”) and administered by American Sweepstakes & Promotion Co., Inc., 300 State St. Suite 402 Rochester, NY 14614 (the “Administrator”).

**AGREEMENT TO OFFICIAL RULES:** By participating, Entrants (“Entrants”) agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

**TWO WAYS TO ENTER:** The monthly Sweepstakes begins at 12:00:01 a.m. Eastern Standard Time (“ET”) on November 1, 2018 and ends at 11:59:59 p.m. ET on October 31, 2019 (“Sweepstakes Period”). Eligible Entrants can enter the Sweepstakes through either of the following two (2) methods of entry.

- **In-store/Online** - Eligible Entrants can enter the Sweepstakes during the Sweepstakes Period by visiting the Website address located on a customer receipt received at any of the participating GFS stores (the “Website”). At the Website, Entrants will be instructed to follow the links and instructions to complete a Sweepstakes registration form and customer satisfaction survey. Entrants will be required to provide their full name, phone number, and email address. All required information must be provided to enter and to be eligible to win. Incomplete entries will be disqualified. Each completed registration and survey will result in one (1) Sweepstakes entry. **Online entries must be received by 11:59:59 p.m. EST on the last day of each month in order to be eligible for the month in question.**
- **By Mail** - To enter by mail, during the Sweepstakes Period, send a 3"x5" piece of paper including your full name, phone number, and email address, and mail it, in a business size #10 envelope (including proper postage) to: GFS Store Survey

Sweepstakes, PO Box 398, Macedon, NY 14502-0398. **All mailed entries must be complete, legible, postmarked by October 31, 2019 and received by November 5, 2019. Mail-in entries must be postmarked by the last day of each month and received by the 4<sup>th</sup> day of the following month in order to be eligible for the month in question.**

**\*\*NOTE:** Mail-in entry card and envelope must be hand printed by the Entrant only. In addition, Entrants are not permitted to use any 3<sup>rd</sup> party organization to assist with the entry process in any way (as determined by the **ADMINISTRATOR**). Each Envelope must be mailed individually. Bulk shipments of entries will not be accepted.

**Limit one (1) entry person per mailing and/or email address per calendar month, regardless of method of entry.** Sponsor reserves the right to disqualify any person or email address that submits more than maximum allowed entries. Released Parties (as defined below) are not responsible for: lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due mailed entries. All entries become the exclusive property of Sponsor and will not be acknowledged or returned. By participating, you consent for Sponsor to obtain, use, and transfer your name, address and other information for the purpose of administering this Sweepstakes and for other purposes as set forth below.

**USE OF DATA:** All information submitted by Entrants will be treated according to Sponsor's privacy policy, available at <http://www.gfs.com/en/privacy-policy.page>? By participating in the Sweepstakes and providing any personal contact information, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

**RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, Entrants agree to release and hold harmless the Sponsor, the Administrator, and their respective parent companies, employees, officers, directors, volunteers, members, subsidiaries, affiliates, distributors, sales representatives, advertising and promotional agencies (collectively, the "Released Parties") from and against any claim, action, injury, loss, damage or cause of action arising out of lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled entries, or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to participation in the Sweepstakes, acceptance or receipt of any prize, use or misuse of any prize, or participation in any prize-related activity, including, but not limited to: (a) any technical errors that may prevent an Entrant from submitting an entry; (b) unauthorized human intervention in the Sweepstakes; (c) errors in the administration of the Sweepstakes or the processing of entries; or (d) injury, death, or damage to

persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt or use of any prize. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction or unauthorized access to, or alteration of, entries. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

**GENERAL CONDITIONS:** If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (a) infection by computer virus, bugs, (b) tampering, unauthorized intervention, (c) fraud, (d) technical failures, or (e) 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 in whole or in part, at any time, without notice and award the Prizes using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or Sponsor's Website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

**CAUTION:** ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a Winner based on an email address, the winning entry will be declared by the authorized account holder of the email address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

**DRAWING AND NOTIFICATION:** All potential Prize Winners will be selected in six (6) random monthly drawings from among all eligible entries received by the Administrator whose decisions are final and binding. Each monthly Prize drawing will each be conducted on or about the tenth day of the following month. There will be one (1)

potential Prize Winner selected in each monthly prize drawing. Odds of winning a Prize will depend on the total number of eligible entries received DURING THE MONTH IN QUESTION. Note: Entries will not carry over into subsequent months. All potential Prize Winners will be contacted by the Administrator via phone, email and/or a USPS mail package of prize confirmation.

**PRIZES & PRIZE CONDITIONS:** There will be **twelve (12) Prizes** awarded throughout the Sweepstakes Period. Each Prize Winner (“Prize Winner” or “Winner”), upon the Administrator’s confirmation of eligibility, will receive a \$1,000 cash award (“Prize”; awarded as a prize check). Total Prize Pool - \$12,000. ALL EXPENSES OR COSTS ASSOCIATED WITH ACCEPTANCE OF A PRIZES NOT MENTIONED HEREIN ARE THE SOLE RESPONSIBILITY OF THE PRIZE WINNERS. No substitution or transfer of Prize will be permitted. The Sponsor reserves the right at its sole discretion to substitute the Prize with another prize of equal or greater value in the event that the aforementioned Prize is not available. Limit one (1) Prize per person per household.

By accepting a Prize, the Prize Winners agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of the prize in question. All potential Prize Winners will be notified by home-delivered mail, phone, and/or email, and must sign and return to the Administrator, within seven (7) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release in order to claim his/her prize. **Note: The Affidavit sent to a potential Prize Winner will require that the potential Winner provide their Social Security Number to the Administrator, which will be used solely for tax reporting purposes.** All Prize winners will be responsible for all local, state, and federal taxes associated with the receipt of their accepted Prize. The Prize Winners must also note that the value of their accepted Prize is taxable as income and an IRS Form 1099 will be filed in the name of each winner for the value of their Prize. The Prize Winners are solely responsible for all matters relating to their Prize after it is awarded. If a Prize or prize notification is returned as unclaimed or undeliverable to the potential Winner, if a potential Winner cannot be reached within three (3) calendar days from the first notification attempt, or if a potential Winner fails to return requisite document(s) within the specified time period, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor’s sole discretion, an alternate Winner may be selected for the Prize at issue.

By accepting a Prize, where permitted by law, the Prize Winners grant to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor’s request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time a Winner’s full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification.

IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, LOSS PROFIT, CLAIMS OF THIRD PARTIES, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize. The Prize Winners also 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 the Prize.

**DISPUTES:** By entering the Sweepstakes, Entrants agree that 1.) Any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; 2.) 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 3.) Under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased 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 Entrants and Sponsor or the Released Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with United States law. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts of Michigan, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**WINNERS LIST REQUEST:** To request confirmation of the name, city, and state of residence of each Prize Winner, please send a self-addressed, stamped business size envelope, by December 15, 2019, to: ASC/"GFS Store Survey" Sweepstakes Winners List Request, 300 State St., Suite 402, Rochester, NY 14614.

