

## 2014 Meijer Garden Center #sadgarden Instagram Sweepstakes

### OFFICIAL RULES

1. **HOW TO ENTER:** The 2014 Meijer Garden Center #sadgarden Instagram Sweepstakes (the “Sweepstakes”) begins at 12:01 a.m. EDT on 5/11/2014 and ends at 11:59 a.m. EDT on 5/31/2014 (the “Sweepstakes Period”). To enter during the Sweepstakes Period complete the following actions:

- (a) Follow Sponsor’s feed at @meijerstores on Instagram
- (b) Take a new photo (the “Photo”) of your garden during the Sweepstakes Period. Post it to your personal Instagram account. Include a mention of @meijerstores and hashtag #sadgarden in your caption. Winners must follow @meijerstores account on Instagram, must have a public profile, and must have an mPerks account.

An entrant may set up an Instagram account by visiting [www.instagram.com](http://www.instagram.com). An Instagram account is free of charge. Multiple entrants are not permitted to share the same Instagram account. YOU MUST COMPLY WITH THE TERMS OF USE, COMMUNITY GUIDELINES AND TERMS OF INSTAGRAM. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM. YOU ARE PROVIDING INFORMATION TO MEIJER GREAT LAKES LIMITED PARTNERSHIP AND NOT TO INSTAGRAM.

Entrants represent and warrant that their Photo is the original work of such entrant; it has not been copied from others; it has not previously won awards; may not have been published previously; it does not violate the rights of any other person or entity, and publication of the Photo via various media including Web posting will not infringe on the rights of any third party; must be suitable for publication (i.e., may not be obscene, pornographic, indecent or otherwise inconsistent with the Sponsor’s brand or image); and must adhere to the submission requirements herein. Entrant must have permission from each and every identifiable person in the photo to submit the photo. All entrants indemnify and hold harmless, Sponsor & Others (as defined in Section 2) from any claims to the contrary.

Limit one (1) entry per person, per day; must use a new photo each day. Entering the Sweepstakes does not make you an automatic winner. Email [socialsupport@meijer.com](mailto:socialsupport@meijer.com) for customer support regarding this Sweepstakes. Sponsor is not responsible for late, incomplete, invalid, unintelligible, illegible entries, and such entries will be disqualified. Entrants will be selected and prizes will be awarded in accordance with Sections 3 and 4 below. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes at any time.

Submission of an entry grants Sponsor the right to publish, use, adapt, edit and/or modify the photo submitted with the entry in any way, in any and all media, without limitation, and without consideration to the entrant.

Sponsor reserves the right to remove any entry that does not adhere to the requirements of these Official Rules, as determined in Sponsor’s sole discretion, and/or disqualify the entrant.

2. **ELIGIBILITY:** You must be a legal resident of the United States living in Illinois, Indiana, Kentucky, Michigan or Ohio and 18 years of age or older at time of entry. Employees of Meijer Great Lakes Limited Partnership and its parent, subsidiaries, affiliates, representatives or agencies, and their immediate families or persons residing in the same household of such employees (collectively “Sponsor & Others”), and other individuals/entities associated with this Sweepstakes, are not eligible to enter or win. This Sweepstakes is void where prohibited or restricted by law and is subject to all applicable federal, state and local laws.

3. **PRIZE, ODDS OF WINNING PRIZE and APPROXIMATE RETAIL VALUE (“ARV”):** FOUR (4) GRAND PRIZES of \$500 in Meijer Gift Cards; TEN (10) FIRST PRIZES of \$10 Garden Center mPerks prize packs. Total ARV for all prizes: \$2100. Other than shipping of the gift cards (which will be paid for by Sponsor) all other costs associated with the Prizes not specified or mentioned and all applicable

federal state and local taxes are the sole responsibility of each winner. Odds of winning depend on the number of eligible entries received. A purchase will not increase your chances of winning. Meijer gift cards must be used in compliance with their terms and conditions as stated at [meijer.com/content/content\\_leftnav\\_manual.jsp?pageName=giftcard\\_terms](http://meijer.com/content/content_leftnav_manual.jsp?pageName=giftcard_terms). No transfer of Prize, Prize substitution or cash equivalent of Prize is permitted, except at Sponsor's sole discretion, and then only for a prize of equal or greater value. The Sponsor & Others make no warranty, representation or guarantee, express or implied, in fact or in law, relative to the use of the Prizes including, without limitation, quality, merchantability and fitness for a particular purpose. Unclaimed Prize will not be awarded.

**4. WINNER SELECTION PROCESS.** Winners will be notified on or about 6/4/2014 by @meijerstores account leaving a comment on their photo. Winners can claim their prize by following the instructions provided in the comment. If you have not been contacted by this date, you may assume that you have not been selected as the winner. Limit one (1) Prize per person and per household. Each potential winner will be required to sign and return a notarized Affidavit of Eligibility/Compliance (including, without limitation, providing his/her respective Social Security Number for tax purposes) and a Liability/Publicity Release, as allowed by state law, by the return date specified in the prize notification letter. If any required documents are not returned within the required number of days, or if mail is returned to Sponsor, or if the potential winner is ineligible or has other wise failed to comply with these Official Rules, then the potential winner will be disqualified and Sponsor will have the right to select an alternate winner.

**5. RELEASE:** All entrants agree to release the Sponsor & Others and Instagram from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses of any kind to persons and property, including any accident, loss, injury or death resulting from entry into the Sweepstakes and/or occurring or in any way related to the Prize.

**6. LIMITATIONS OF LIABILITY:** Entrant agrees that Sponsor & Others and Instagram are not responsible or liable for and entrant hereby releases Sponsor & Others and Instagram from any claims arising from: (1) incorrect or inaccurate transcription of entry information or late, lost, stolen, illegible, incomplete, misdirected, or entries received through impermissible or illegitimate channels, all of which will be disqualified; (2) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer, network, hardware or software; (3) the unavailability or inaccessibility of any service; (4) unauthorized human intervention in any part of the entry process or the Sweepstakes; (5) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (6) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or from downloading any material from Instagram or Sponsor's website(s), regardless of whether the material was prepared by Sponsor, or a third party, and regardless of whether the material is connected to a Sponsor's website by a hypertext link.

**7. PRIVACY:** Sponsor's use and collection of information provided by entrants is subject to Sponsor's privacy policy, a copy of which can be found at: [meijer.com/Privacy\\_Security.cms](http://meijer.com/Privacy_Security.cms) (the "Privacy Policy"). By entering this Sweepstakes you consent to that collection and use in accordance with the Privacy Policy. If you do not agree to this Privacy Policy you should not enter.

**8. GENERAL CONDITIONS:** Sweepstakes entries will be declared to be made by the Authorized Account Holder of the Instagram account used to enter and will be deemed to be the entrant. The Authorized Account Holder is defined as the natural person who is assigned to a username by Instagram. Entrants must enter using only an Instagram account subscribed to and registered in his/her name. The potential winner may be required to provide Sponsor with proof that he/she is the authorized account holder of the user name/Instagram account associated with the winning entry. Only the Authorized Account Holder of the Instagram account is eligible to claim a Prize. Sponsor reserves the right, in its sole discretion, to prohibit the participation of an individual if fraud, use of robotic, automatic, programmed or like entry methods, or tampering is suspected, or if the individual fails to comply with any requirement of participation or in an unsportsmanlike or disruptive manner as stated herein or with any provision in these Official Rules. If for any reason the Sweepstakes is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human

error or any other cause beyond the control of Sponsor that corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor may, in its sole discretion, substitute prize, amend these Official Rules, or discontinue the Sweepstakes at any time with or without notice; such changes will apply to all entries received prior to or after the change. Entrants agree to be bound by these Official Rules and the decisions of the Sponsor. **INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW.** Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Once submitted, entries become the exclusive property of the Sponsor and will not be acknowledged or returned. The winner, in accepting their Prize, consents to the use of their name, address (city, state), photographs, videos, and likeness for purposes of advertising, trade and promoting in any and all media on behalf of the Sponsor, without further compensation, except where prohibited by law.

9. **GOVERNING LAW & VENUE:** The courts in Kent County, Michigan will have sole jurisdiction of any controversies regarding the Sweepstakes and the laws of the state of Michigan shall govern without regard to choice of law provisions. Each entrant waives any and all objections to jurisdiction and hereby irrevocably submits to the venue of those courts within Kent County, Michigan.

10. **WINNER LIST:** The winner names can be requested between 6/9/2014 and 6/27/2014 by sending a self-addressed, stamped envelope to: 2014 Meijer mPerks Receipt Instagram Sweepstakes – Winner List, P.O. Box 1752, Grand Rapids, MI 49501 – 1863.

11. **SPONSOR:** Meijer Great Lakes Limited Partnership, 2929 Walker Ave., Grand Rapids MI 49544