

## Sam's Club Scan & Go Sweepstakes

### Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED AND OUTSIDE THE UNITED STATES (INCLUDING THE DISTRICT OF COLUMBIA) AND PUERTO RICO. BY PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING.**

**1. Eligibility:** Sam's Club Scan & Go Sweepstakes (the “**Sweepstakes**”) is open only to legal residents of the fifty (50) United States, the District of Columbia, and Puerto Rico who are at least eighteen (18) years of age or the age of majority in the jurisdiction where they live at the time of entry. Employees, officers and directors of Sam's West, Inc. (“**Sponsor**”), Walmart Inc., VMLY&R, Merkle, Inc. (“**Administrator**”) and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Sam's West, Inc., 702 SW 8th Street, Bentonville, AR 72716. **Administrator:** Merkle, Inc. 3000 Town Center, Suite 2100, Southfield, MI48075, USA.

**3. Sweepstakes Period:** The Sweepstakes begins on October 20, 2022 at 12:00 a.m. (“**PT**”) and ends on December 7, 2022 at 11:59 p.m. PT (the “**Sweepstakes Period**”). The Sweepstakes Period consists of seven (7) weekly entry periods (each a “**Weekly Entry Period**”) wherein 597 weekly prize winners will be selected, with one (1) winner selected per participating Sam's Club, at the end of each Weekly Entry Period from among all eligible entries received per participating Sam's Club location during the corresponding Weekly Entry Period. Additionally, one (1) Grand Prize winner, one (1) First Prize Winner and one (1) Second Prize Winner will be selected at the end of the Sweepstakes Period from among all eligible entries received throughout the Pacific Time Sweepstakes Period.

The Weekly Entry Periods will flow as follow:

<b>Entry Period</b>	<b>Start Date at 12:00 a.m. PT</b>	<b>End Date at 11:59 p.m. PT</b>	<b>Drawing Date on or about</b>
1	October 20, 2022	October 26, 2022	November 7, 2022
2	October 27, 2022	November 2, 2022	November 14, 2022
3	November 3, 2022	November 9, 2022	November 21, 2022
4	November 10, 2022	November 16, 2022	November 28, 2022
5	November 17, 2022	November 23, 2022	December 5, 2022
6	November 24, 2022	November 30, 2022	December 12, 2022
7	December 1, 2022	December 7, 2022	December 19, 2022

Non-winning entries WILL NOT roll over to subsequent entry period drawings, if any, except that entries will remain eligible for the Grand Prize, First Prize and Second Prize drawings. Administrator's computer is the official time-keeping device for the Sweepstakes.

#### **4. How to Enter:**

During the Sweepstakes Period, there are two (2) ways to enter the Sweepstakes, as outlined below:

- a. **Scan & Go:** To enter the Sweepstakes, you must first have a Sam's Club membership and a SamsClub.com account ("**Account**"). Next, download the Sam's Club app ("**App**") on your mobile device. Visit your local Sam's Club to shop for your items. Before adding items to your cart, open the App and tap the Scan & Go icon. Follow the directions to enter the email address associated with your Sam's Club membership and the password of your SamsClub.com account. Next, scan items as you add them to your cart. When you're done shopping, pay in the App, following the App's directions and using your preferred payment method and show the QR code (verification of your purchase) to the appropriate Sam's Club employee on your way out. Upon successfully completing a Sam's Club transaction through the App, you will receive one (1) Sweepstakes entry into the applicable Weekly Entry Period drawing and one (1) Sweepstakes entry into the Grand Prize, First Prize and Second Prize drawing.
- b. To enter without making a purchase or becoming a Sam's Club member: Hand print your name with all required information including, a valid home address, day and evening phone numbers, email address, and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to the address below. "Sam's Club Scan and Go Giveaway," c/o Merkle Inc., P.O. Box 5161 Department 855031, Kalamazoo, MI 49003-5161, U.S.A. You must provide all required information to be eligible to enter and win.

**Limit:** You may enter one (1) time per day during the Sweepstakes Period, regardless of method of entry. Multiple entrants are not permitted to share the same email address or Sam's Club Membership. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, Sam's Club Memberships, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register or used to create a Sam's Club Membership will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address, or the person. Each potential winner may be required to show proof of being the authorized account holder. Normal internet access, phone, and usage charges imposed by your online or phone service provider may apply. If you are entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply.

**Opt-out Instructions:** If you made a purchase but do not wish to participate in the Sweepstakes, you may opt out of participating in this Sweepstakes. To do so, hand print your name with all required information including, the email address associated with your Sam's Club Scan and Go account, on a 3" x 5" piece of paper and mail it in an envelope with proper postage to the address below. "Sam's Club Scan and Go Giveaway," c/o Merkle Inc., P.O. Box 5161 Department 855031, Kalamazoo, MI 49003-5161, U.S.A. You must note "OPT-OUT" on the outside of the envelope. If you choose to opt out, you will no longer be able to enter or participate in the Sweepstakes.

**5. Winner Selection and Notification:** On or about each drawing date as noted in Section 3., above, 597 Weekly Prize winners, with one (1) winner per participating Sam's Club location, will be randomly selected from all eligible entries received for each participating Sam's Club location during the respective Weekly Entry Period by the Administrator, whose decisions are final. At the conclusion of the Sweepstakes Period, one (1) potential Grand Prize winner, one (1) potential First Prize winner and one (1) potential Second Prize winner will be randomly selected by Administrator from among all eligible entries received during the

Sweepstakes Period. Each potential winner will be notified by email and/or telephone using the contact information associated with the potential winner's Sam's Club account within three (3) weeks of the random drawing with instructions on how to verify eligibility and claim the prize. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within three (3) business days of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole discretion, may attempt to contact up to three (3) potential winners in accordance with the above procedure, after which the prize may go unawarded if it remains unclaimed. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified, and an alternate winner may be selected. Odds of winning a Weekly Prize depend on the total number of eligible entries received during the corresponding Weekly Entry Period. The odds of winning the Grand Prize, First Prize or Second Prize depend on the total number of eligible entries received throughout the Sweepstakes Period.

## **6. Prizes:**

One (1) Grand Prize Winner will receive a check in the amount of \$50,000, and one (1) lifetime Sam's Club Plus membership awarded as \$4,950 in Sam's Club gift cards (terms and conditions apply to gift cards); Sam's Club membership for life is calculated as one (1) \$110 Sam's Club Plus membership per year for forty-five (45) years. Approximate Retail Value ("ARV") of Grand Prize: \$54,950.

One (1) First Prize Winner will receive a check in the amount of \$25,000, and one (1) lifetime Sam's Club Plus membership awarded as \$4,950 in Sam's Club gift cards (terms and conditions apply to gift cards); Sam's Club membership for life is calculated as one (1) \$110 Sam's Club Plus membership per year for forty-five (45) years. ARV of First Prize: \$29,950.

One (1) Second Prize Winner will receive a check in the amount of \$10,000, and one (1) lifetime Sam's Club Plus membership awarded as \$4,950 in Sam's Club gift cards (terms and conditions apply to gift cards); Sam's Club membership for life is calculated as one (1) \$110 Sam's Club Plus membership per year for forty-five (45) years. ARV of Second Prize: \$14,950.

Four Thousand One Hundred and Seventy Nine (4,179) Total Weekly Prize Winners will each receive one (1) Weekly Prize (five hundred and ninety seven (597) Weekly Prize Winners per Weekly Entry Period, with one (1) Weekly Prize Winner per participating Sam's Club location). Each Weekly Prize consists of one (1) Sam's Club gift card in an amount equal to the total of the winner's Sam's Club purchases made during the one (1) corresponding Sam's Club Weekly Entry Period shopping trip (excluding alcohol, fuel, purchases made using Electronic Benefits Transfer (EBT), prescriptions and associated sales taxes), up to a maximum of \$500, to be used towards future purchases. In the event a winner entered via the mail-in Free Method of Entry, such winner will receive \$500 in Sam's Club gift cards. ARV of each prize: up to \$500.

The total maximum retail value of all prizes to be awarded in this Sweepstakes is \$2,189,500.

### **Limit one (1) Grand Prize, First Prize or Second Prize and one (1) Weekly Prize per person.**

Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. The winner of any prize valued at \$600 or more will receive an IRS Form 1099 following receipt of the prize.

**7. General Prize Conditions:** Additional terms and conditions may apply to Sam's Club gift cards and Sam's Club memberships; see gift card and membership information and details for additional terms and restrictions. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor, reserves the right to make equivalent prize substitutions at its sole discretion. Only the number of prizes stated in these Official Rules is available to be won in the Sweepstakes. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available. Winners shall be solely responsible for all federal, state, and/or local taxes (if any), and the reporting consequences thereof, and for any other fees or costs associated with the applicable Prize. Any potential winner may have to sign and return an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of prize notification (or a shorter time if required by exigencies), winner may be disqualified and the prize in question will not be awarded.

**8. Release:** Acceptance of a prize constitutes prize winner's permission for Sponsor and its designees to use prize winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that Sponsor, Wal-Mart Stores, Inc., VMLY&R, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "**Released Parties**") (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made 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, its value, the ability to re-sell such prize, or that the prize will continue to function or be displayed as intended. Sponsor assumes no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, or stolen, prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. 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, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility

of the Sweepstakes as contemplated herein. In the event Sponsor is prevented from awarding Prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select any remaining winner(s) in a random drawing from all eligible, non-suspect registered participants as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. 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 shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, pandemics, epidemics, widespread illness, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**11. Governing Law:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ARKANSAS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

**12. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate United States District Court or the appropriate Arkansas State Court; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and 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.

**12. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy <https://corporate.samsclub.com/privacy-policy>.

**13. Winner List and Official Rules:** For a winner list, visit <https://bit.ly/3Vlh2K1> The winner list will be posted after winner confirmation is complete. For a copy of these official rules, visit **samsclub.com/sweeps**.