

HY-VEE
AMERICAN RED CROSS® HEROES OF THE HEARTLAND CONTEST
OFFICIAL RULES

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

1. CONTEST ELIGIBILITY: The Hy-Vee American Red Cross® Heroes of the Heartland Contest (the “Contest”) is open only to legal residents of Iowa, Illinois, Minnesota, South Dakota, Nebraska, Kansas, Missouri, and Wisconsin. Entrants must be at least eighteen (18) years old at the time of entry. Employees of Hy-Vee, Inc. (“Hy-Vee”) or The American National Red Cross (“Red Cross”) and their respective parents and/or affiliate companies, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee, are not eligible to enter or win. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes an Entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Contest. Winning a Prize is contingent upon Entrants fulfilling all requirements set forth herein. In the event of a conflict between the entry instructions on any entry form and these Official Rules, these Official Rules shall control.

2. SPONSOR: Hy-Vee, Inc., 5820 Westown Parkway, West Des Moines, Iowa 50266-8223.

3. CONTEST PERIOD: The Contest begins on September 1, 2018 at 8:00:01 a.m. Central Daylight Time (“CDT”) and ends on September 30, 2018 at 11:59:59 p.m. CDT (the “Contest Period”).

4. TO ENTER: To enter the Contest, during the Contest Period, Entrants may nominate any person who (i) resides, works or attends school in Iowa or Nebraska; (ii) is at least eighteen (18) years old at the time of entry; (iii) has given permission for nominator to submit the required Entry information, which includes nominee’s personal information; and (iv) has performed a heroic act between September 1, 2017 and August 31, 2018 by either (A) visiting www.hy-vee.com, clicking on the Contest entry link, and completing the online entry form or (B) submitting a nomination letter by mailing or faxing it to Heroes Nomination-American Red Cross, Central Iowa Chapter, 2116 Grand Ave., Des Moines, IA 50312, Fax: 515-244-0812 (each, an “Entry”). All Entries must contain the following information (1) nominator’s full name, (2) nominator’s address of residence, (3) nominator’s telephone number, (4) nominator’s email address, (5) nominee’s full name, (6) nominee’s address of residence, (7) nominee’s telephone number, (8) nominee’s email address (optional), (9) nominee’s date of birth, and (10) an explanation of why the nominator believes nominee is a hero, including any news articles about the heroic act, police reports related to the heroic act and/or names and contact information of individuals that may be contacted to verify the heroic act. All Entries must be submitted during the Contest Period to be considered a valid Entry. There is a limit of one (1) Entry per Entrant per day during the Contest Period.

5. SELECTION OF WINNERS AND PRIZES: During the first week of November 2018, the Heroes Selection Committee made up of Iowa and Nebraska business and community leaders,

including Red Cross supporters (“Selection Committee”), will select one (1) nominee (“Prize Winner”), in its sole discretion, from all eligible Entries based on the heroic actions of the nominee. The Prize Winner will win four (4) admission tickets to the University of Iowa versus the University of Nebraska, Lincoln football game (the “Game”) on Friday November 23, 2018 (approximate retail value: \$280.00). The Prize Winner will be recognized during halftime of the Game and have his or her name and hometown engraved on the Heroes of the Heartland trophy. The Prize Winner and Entrant will be notified by telephone or email immediately following selection. If the Prize Winner is unable to accept the prize as stated, an alternate winner will be chosen. All federal, state, and local tax liabilities are the sole responsibility of the Prize Winner. The Prize Winner will be required to complete and return an Affidavit of Eligibility and Publicity/Liability release form. The Prize Winner may be required to complete and return an IRS W-9 form (*i.e.*, Request for Taxpayer Identification Number and Certification) within five (5) days of issuance. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor’s sole discretion.

6. RELEASE / INDEMNIFICATION: By participating in the Contest and/or accepting a Prize, Entrant (or Entrant’s parent or legal guardian, if Entrant is a minor) and Prize Winner (or Prize Winner’s parent or legal guardian, if Prize Winner is a minor) agree to release, discharge, indemnify and hold harmless Sponsor, Red Cross and each of their respective affiliates, subsidiaries, parent corporations, and their respective officers, directors, employees, representatives and agents (collectively, the “Released Parties”) from and against any claims made by Entrant (or Entrant’s parent or legal guardian, if Entrant is a minor), Prize Winner (or Prize Winner’s parent or legal guardian, if Prize Winner is a minor), or any other third parties related in any way to the operation of the Contest, as well as any other claims, damages or liability due to any injuries, damages or losses (whether alleged, threatened, or actual) to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any Prize or participation in any Contest-related activity or participation in the Contest.

7. PUBLICITY: Except where prohibited, participation in the Contest constitutes the consent of each Entrant and Prize Winner to Sponsor’s and Red Cross’ and their respective agents’ use of Entrant’s and Prize Winner’s name age, photograph, voice, likeness and/or image, and hometown address for promotional purposes in any media, worldwide, without further payment or consideration.

8. GENERAL CONDITIONS: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. 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 Contest 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 Contest 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.

9. LIMITATIONS OF LIABILITY: The Released Parties are not responsible for any problems that may arise, including but not limited to: (a) Entries that are late, lost, illegible, mechanically reproduced, contain false information, damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular, that have been submitted using robotic, programmed, script or any other automated means, or illicit means, or do not conform with or satisfy any or all of the conditions set out in the Official Rules, as determined by Sponsor in its sole and absolute discretion; (b) postal delays, strikes or failures; (c) communications failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions or hardware or software malfunctions, failures or difficulties; (d) for any other errors of any kind, omissions, incorrect or inaccurate information relating to or in connection with the any Contest-related materials or the Contest, whether human, mechanical, clerical, electronic, or technical in nature; (e) the incorrect or inaccurate capture of information, or the failure to capture any information in connection with the Contest; or (f) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's or Prize Winner's participation in the Contest or receipt or use or misuse of any Prize. If the Contest, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to choose a winner by judging all eligible Entries received up to the date of discontinuance for the prize offered herein.

10. GOVERNING LAW/DISPUTES: This Contest is governed by the laws of the United States and the State of Iowa. As a condition of participating in this Contest and/or accepting a prize, each Entrant and Prize Winner agrees, to the extent permitted by law, that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Contest, will be resolved individually, without resort to any form of class action, exclusively before a court located in the State of Iowa. FURTHER, IN ANY DISPUTE, UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN AWARDS FOR, AND YOU HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS' FEES, OTHER THAN YOUR ACTUAL OUT-OF-POCKET EXPENSES (E.G. COSTS ASSOCIATED WITH ENTERING). YOU FURTHER WAIVE ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.

11. ENTRANT'S AND NOMINEE'S PERSONAL INFORMATION: Information collected from all Entrants and Prize Winner is subject to Sponsor's Privacy Policy. To view Sponsor's Privacy Policy, visit <http://www.hy-vee.com/company/policy/privacy.aspx>.

12. OFFICIAL RULES REQUESTS/NOTIFICATION OF WINNER: To receive a copy of these Official Rules (available after September 1, 2018) or to learn the winners (available after November 23, 2018), send a self-addressed, stamped envelope to: ATTN – Hy-Vee Heroes of the Heartland Contest – OFFICIAL RULES or –WINNERS (please specify), 5820 Westown Parkway, West Des Moines, Iowa 50266-8223. All requests for official winners list must be received by April 30, 2018.

THIS CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

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