



## Fresh & Easy Neighborhood Market Inc. *Shop For Schools Official Rules*

These Official Rules govern the *Shop for Schools* program of Fresh & Easy Neighborhood Market Inc. ("Fresh & Easy"). Fresh & Easy reserves the right to make changes to these Official Rules at any time. Please check [freshandeasy.com/shopforschools](http://freshandeasy.com/shopforschools) from time to time to ensure that you have the latest updates. Your participation in *Shop for Schools* indicates that you accept these Official Rules.

**1. Eligibility.** *Shop for Schools* is open to accredited schools organized and operated primarily for educational purposes that meet the following requirements (each a "**Participating School**"). Participating Schools must be located within three miles of an open Fresh & Easy store. Any accredited public, private or parochial school may participate if it has any class with students from Kindergarten to 8th grade. Accredited home school associations are also eligible to participate if they contain any class with 15 or more students from Kindergarten to 8th grade. Fresh & Easy's decisions are final as to whether or not a school is eligible to participate and it may revoke the right to participate at any time.

**2. Overview of *Shop for Schools* Program.** Parents and students at each Participating School may collect receipts from purchases made at any Fresh & Easy store between September 15, 2009 and December 31, 2009. All receipts must be turned in to the school coordinator designated in the Registration Form. For every \$20 spent per visit at a Fresh & Easy store, the school will receive a \$1 cash donation. Donations will be calculated by evaluating each receipt separately. Receipts may not be combined. For example, if a school coordinator submits ten receipts in the amount of \$25 per receipt, each receipt will be eligible for a \$1 cash donation for a total cash donation of \$10.

**3. Submission Deadline.** The school coordinator must follow all submission instructions and complete an official Completion Form. The Completion Form and submission instructions will be provided directly to the school coordinator and are considered part of these Official Rules. All Completion Forms and receipts must be submitted postage prepaid to the program processor, Graphcom ("**Processor**") on or before February 1, 2010. All submissions are subject to review and verification by Fresh & Easy and the Processor. Please keep a copy of all submissions and evidence of mailing for at least six months in case there is a problem with the submission. From time to time, Fresh & Easy may contact school coordinators via e-mail using the e-mail address provided by such school coordinators on the Completion Form. Such communications will be governed by Fresh & Easy's Online Privacy Policy, which may be viewed at [freshandeasy.com/privacy.html](http://freshandeasy.com/privacy.html).

**4. Maximum Fundraising Amount.** Each Participating School may earn up to, but not more than, \$5,000 cash for submission of receipts.

**5. \$5,000 Bonus for Highest Fundraising School.** The Participating School that raises the most money in the states of California, Arizona, and Nevada, respectively, will receive an additional \$5,000 cash bonus. If two or more Participating Schools in a state raise the maximum fundraising amount of \$5,000 for submission of receipts, the Participating School with the highest dollar value of receipts will receive the \$5,000 cash bonus.

**6. Unacceptable Submissions.** Reproduction, purchase, sale or trade of any Fresh & Easy receipt is prohibited. Fresh & Easy will not be responsible for lost, late, misdirected or illegible submissions. Receipts or submissions that have been defaced, mutilated, forged or in any way altered will not be accepted. Donations may also be subject to adjustment if items identified on a receipt are returned for a refund.



## Official Rules

**7. Payments.** Checks will be made payable only to eligible Participating Schools that have made a valid and complete submission on or prior to February 1, 2010. The Processor will process, review and verify all submissions. If appropriate, the Processor will correct and adjust any errors in submissions. All corrections and decisions by the Processor or Fresh & Easy will be final and binding. Fresh & Easy will endeavor to make all payments on or before April 30, 2010. Payments made to Participating Schools are not tax-deductible by the participants or Fresh & Easy customers.

**8. Trademarks.** During the Program, Fresh & Easy and each Participating School will have the right to indicate to the public that such Participating School is an authorized participant in the *Shop for Schools* Program and in connection therewith may use the trademarks and trade names ("**Marks**") of the other party. All representations of Fresh & Easy Marks used by a Participating School must be an exact copy of those used by Fresh & Easy or must first be submitted to Fresh & Easy for approval. Participating Schools must not use the Fresh & Easy Marks in any manner that would be inconsistent with or damaging to Fresh & Easy's name or reputation and must cease using any Fresh & Easy Mark upon request.

**9. Submitted Ideas, Suggestions and Information.** All Registration Forms and submissions and all comments, suggestions, ideas, notes, drawings, concepts, recipes or other information disclosed or offered to Fresh & Easy or the Processor will be deemed to be non-confidential and will be and remain the property of Fresh & Easy and will not be returned. Further, Fresh & Easy, will be free to use, without any additional compensation, any of the foregoing for any purpose, including but not limited to for publication or developing, manufacturing and marketing products and services.

**10. Program Changes.** Fresh & Easy reserves the right to cancel or alter the terms of the *Shop for Schools* program at any time and without advance notice.

**11. Miscellaneous.** The *Shop for Schools* program is void wherever prohibited, and subject to all applicable federal, state and local laws. Fresh & Easy makes no representations or warranties, express, implied, statutory or otherwise, with respect to the *Shop for Schools* program or as to any matter whatsoever, and disclaims all warranties of merchantability, satisfactory quality, fitness for a particular purpose or non-infringement. Fresh & Easy will not be liable for any damages whatsoever, including, without limitation, direct or indirect damages, incidental, special or consequential damages, loss of profits or revenue, interruption of business, in any way arising out of or related to the *Shop for Schools* program, regardless of the form of action, whether in contract, tort (including negligence), strict product liability or otherwise, even if Fresh & Easy has been advised of the possibility of such damages. A Participating School may not assign its right to participate in the *Shop for Schools* program. The *Shop for Schools* program and these Official Rules will be governed by the laws of the State of California. Any disputes arising out of the program will be held in a court of competent jurisdiction located in Los Angeles County, California. Fresh & Easy's use of any personally identifiable information that it collects in connection with the *Shop for Schools* program and its policies with respect to e-mail communications are set forth in Fresh & Easy's Online Privacy Policy, a copy of which may be found at [freshandeasy.com/privacy.html](http://freshandeasy.com/privacy.html).

**12. Inquiries.** If you have further questions about *Shop for Schools* or these Official Rules, please visit us at [freshandeasy.com/shopforschools](http://freshandeasy.com/shopforschools) or via email at [shopforschools@freshandeasy.com](mailto:shopforschools@freshandeasy.com).

©2009 Fresh & Easy Neighborhood Market Inc. All Rights Reserved.

