

Sam's Club Merry Like This Ring Giveaway Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID IN ALASKA, HAWAII, WHERE PROHIBITED AND OUTSIDE THE UNITED STATES (INCLUDING THE DISTRICT OF COLUMBIA). 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 Merry Like This Ring Giveaway (the "Sweepstakes") is open only to legal residents of the forty-eight (48) contiguous United States and the District of Columbia (excluding Alaska and Hawaii) who are at least eighteen (18) years old or the age of majority in their jurisdiction of legal residence, whichever is older at the time of entry. Employees of Sam's West, Inc., Wal-Mart Stores, Inc., Merkle Inc., 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 in Alaska, Hawaii, and 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 the prize is contingent upon fulfilling all requirements set forth herein.

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

2. Sponsor: Sam's West, Inc., 702 SW 8th Street, Bentonville, AR 72716.

Administrator: Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Sweepstakes begins on November 18, 2022 at 12:00 a.m. Pacific Time ("PT") and ends on December 22, 2022 at 11:59 p.m. PT (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: During the Promotion Period, locate the quick response ("QR") code on the "Merry Like This" Kevin Hart movie standee. Use your smartphone or other web-enabled device with a data plan to scan the QR code featured on the "Merry Like This" Kevin Hart movie standee*. You will be directed to a mobile web page. Or, to enter without scanning a QR code, visit the website URL directly at <http://www.merrylikethis.com>. Once you have been directed to the mobile web page or website URL, follow the links and instructions to complete and submit the registration form, including providing a valid email address. Upon successfully completing and submitting the registration form, you will receive one (1) entry into the Sweepstakes.

*If you choose to enter using a mobile device/scanning a QR code, standard message and data rates apply in accordance with your personal mobile service plan. Check details of your plan prior to using a mobile device to enter. A mobile device is not required to enter.

Limit: You may enter one (1) time per day during the Promotion Period, regardless of method of entry. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, 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. Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected or illegible entries; lost, interrupted or unavailable network, server, or other connections; or miscommunications, computer or

software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user's computer equipment (software or hardware) or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor and/or Administrator. In the event of a dispute as to any registration, the authorized account holder of the email address used to register 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. Each potential winner may be required to show proof of being the authorized account holder. Entries specifying an invalid, non-working, or inactive email address will be disqualified and ineligible to win. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply. Entries become the sole property of the Sponsor and will not be returned.

5. Prize Drawing: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential winner from all eligible entries received during the Promotion Period on or around December 23, 2022. The potential winner will be notified by email or phone. The potential winner will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") which must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. The potential winner may also be required to provide consent to a background check, provide additional information, and/or sign additional legal documentation related to such background check in order to claim the prize. If the potential winner cannot be contacted, or fails to sign and return the Declaration or provide any other requested information or documentation within the required time period (if applicable), or if the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that the potential winner is disqualified for any reason or forfeits the prize, Sponsor will award the prize to an alternate winner by random drawing from among all remaining eligible entries.

6. Prize: ONE (1) GRAND PRIZE: Grand Prize includes winner's choice of one (1) ring (ring options determined by Sponsor in its sole discretion prior to winner's choice) and a Sam's Club Plus membership for one (1) year (terms and conditions apply). The Grand Prize winner will also be provided with a single cash payment in the form of a corporate check, which is intended to assist the winner with any federal, state, or other tax obligations related to the Grand Prize (the "Tax Gross-Up Payment"). The Tax Gross-Up Payment will be \$2,600. The Grand Prize winner's actual tax liabilities related to the Grand Prize could exceed the Tax Gross-Up Payment. The Grand Prize winner is solely responsible for all applicable federal, state, or other tax obligations related to the Grand Prize. Sponsor will not provide any further assistance toward the winner's tax obligations. Approximate Retail Value ("ARV") of Grand Prize: \$8,715.00.

Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. 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. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. Sponsor will not replace any lost or stolen prizes or components of a prize(s). Prize cannot be used in conjunction with any other promotion or offer. 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. Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein are the responsibility solely of winner. Odds of winning the prize depend on the number of eligible entries received during the Promotion Period.

7. Release: By participating, each entrant agrees: (a) to abide and be bound by these Official Rules and decisions of Sponsor, and to waive any right to claim any ambiguity or error therein or in the Promotion itself, which shall be final and binding in all respects relating to this Promotion; (b) to release, discharge and hold harmless Sponsor, Wal-Mart Stores, Inc., Administrator, and their respective affiliates, subsidiaries, distributors, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Promotion or any Promotion-related activity or the acceptance, possession, use or misuse of the prize, entry, or participation in this Promotion or in any sweepstakes-related activity, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery; (c) to indemnify Released Parties from any and all liability resulting or arising from the Promotion and to hereby 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 Prize, including express warranties provided exclusively by Prize supplier that are sent along with Prize and (d) to the use of his/her name, voice, performance, photograph, caption, entry, and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use. By participating, entrant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Promotion without the prior consent of the Sponsor, which it may withhold in its sole discretion.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes the winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment, consideration, permission, or notification.

9. 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, 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 website associated with this sweepstakes or 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.

10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury 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 or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated

number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

11. 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 United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

12. Severability: If any term or provision of these Official Rules is found under the law to be invalid or unenforceable, then such specific term or provision shall be of no force and effect and shall be severed, and the remainder of these Official Rules shall continue in full force and effect.

13. Entrant's Personal Information: Information collected from entrants is subject to Sponsor's Privacy Policy <https://corporate.samsclub.com/privacy-policy>. Sponsor and Sponsor's agents, affiliates, subsidiaries, representatives, or service providers may use entrants' personal information submitted with entry for purposes of prize fulfillment, and Entrants will be offered the opportunity to opt in for future marketing by Sponsor, such as to notify them of a product or promotion that Sponsor thinks may be of interest.

14. Winner List: For a winner list, please [click here](#). The winner list will be posted after winner confirmation is complete. For a copy of the Official Rules, visit <http://www.merrylikethis.com>.

© 2022 Merkle Inc. All rights reserved.