

**ACE HARDWARE “CUSTOMER ENGAGEMENT SURVEY” PROMOTION  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**PROMOTION ENTRY PERIOD:** The **Ace Hardware® Customer Engagement Survey Promotion** begins at 12:00:01 AM Eastern Time (“ET”) on January 1, 2022 and ends at 11:59:59 PM ET on December 31, 2022 (the “Promotion Period”).

**ELIGIBILITY:** The Ace Hardware® Customer Engagement Survey Promotion (the “Promotion”) is only open to legal residents of the 50 United States of America and the District of Columbia, who are 18 years of age or older at time of entry. Void outside the U.S. and wherever else prohibited by law. Employees of Ace Hardware Corporation (the “Sponsor”) and its parents, members, affiliates, subsidiaries and agencies, and their immediate family members (spouse, parents, children and siblings, and their respective spouses) and persons living in the household of each are not eligible to participate. All federal, state and local laws and regulations apply.

**ENTRY:** There are two (2) ways to enter.

**Method #1:** Survey Receipt Invite - To enter participants must, make a purchase at a participating Ace Hardware store to receive a specially-marked cash register receipt which will have instructions inviting participants to visit <https://talkto.acehardware.com/>, enter the Journal # located on the receipt (the “Code”), answer any required customer satisfaction survey questions and provide their contact information. Participants must follow online instructions at the designated website for entering Codes. Participants will be invited to complete an online survey. The answers to the survey will have no effect on a participant’s ability to enter or win. Upon completion of the survey, the participant will be invited to complete the entry form in its entirety and submit to receive one (1) Promotion entry for the month (the “Survey Entry”) during which the entry is received. Entrants must have a Code and it must be entered exactly as they appear on the receipt to be entered into the sweepstakes. Submissions without a Code will not be entered into the sweepstakes. Each Code may only be entered one (1) time during the Promotion Period and cannot be re-used. Sponsor’s computer is the official clock for this Promotion. Proof of entry does not constitute proof of submission. All Codes are subject to verification. Online entrants are subject to all notices posted online including but not limited to the Sponsor’s Privacy Policy.

**Method #2:** Survey No Receipt - To enter visit <https://talkto.acehardware.com/>, select your store from a series of dropdowns, and complete an online survey. The answers to the survey will have no effect on a participant’s ability to enter or win. Upon completion of the survey, the participant will be invited to complete the entry form in its entirety and submit to receive one (1) Promotion entry for the month (the “Survey Entry”) during which the entry is received.

**Method #3:** Ace Rewards - To enter participants must, make a purchase at a participating Ace Hardware store and can link your purchase to your Rewards profile at checkout. The participant will be sent a customized invitation via email to complete an online survey. The answers to the survey will have no effect on a participant’s ability to enter or win. Upon completion of the survey,

the participant will be invited to complete the entry form in its entirety and submit to receive one (1) Promotion entry for the month (the “Survey Entry”) during which the entry is received.

**Method #4: AMOE (Alternate Means of Entry)** - To enter the Promotion without making a purchase at an Ace Hardware store or without completing the survey, hand print your name, complete address, city, state, zip code, daytime phone number, and birth date on a 3” x 5” card and mail it to: Ace Hardware® Customer Engagement Survey Promotion Entry, PO Box 728, Social Circle, GA 30025-728. Mailed entries must be postmarked by the Entry Period End Date and received by the date indicated in the chart below, to be eligible for that Survey Period drawing. Each mail-in entry must be mailed in a separate outer envelope. No copies, facsimiles or mechanical reproductions will be accepted. Limit one (1) mail-in entry per post-marked envelope. Partially completed and/or mechanically reproduced entries or rubber-stamped entries will be void and ineligible. All entries received become the sole property of Sponsor and will not be returned. Sponsor will not be responsible for illegible, late, lost, mutilated, misdirected, postage due or stolen manual entries.

Limit: One (1) entry per person or per email address per day regardless of methods of entry. All methods of entry have an equal chance of winning.

**SURVEY PERIODS:** There are seven (12) Survey Periods as defined in the chart below (“Survey Period”). Entries must be received during the Survey Period to be eligible for that Survey Period drawing. Non-winning Survey Period entries will not be rolled over to subsequent Survey Periods.

Survey Period	Entry Period Start Date: 12:00:01 AM ET on	Entry Period End Date: 11:59:59 PM ET	Mail-In Entry Received By Date: 11:59:59 PM ET on	Survey Period Drawing Date: on or about
1	01/01/22	01/31/22	02/07/22	02/10/22
2	02/01/22	02/28/22	03/07/22	03/10/22
3	03/01/22	03/31/22	04/07/22	04/11/22
4	04/01/22	04/30/22	05/09/22	05/10/22
5	05/01/22	05/31/22	06/07/22	06/10/22
6	06/01/22	06/30/22	07/07/22	07/11/22
7	07/01/22	07/31/22	08/08/22	08/10/22
8	08/01/22	08/31/22	09/07/22	09/12/22
9	09/01/22	09/30/22	10/07/22	10/10/22
10	10/01/22	10/31/22	11/07/22	11/10/22
11	11/01/22	11/30/22	12/07/22	12/12/22
12	12/01/22	12/31/22	01/09/23	01/10/23

**RANDOM DRAWING:** Fifteen (15) potential Grand Prize winners will be selected each Survey Period during the Promotion Period in a random drawing from among all eligible entries received for that Survey Period. The drawing for each Survey Period will be held based on the chart above. The drawings will be performed by an independent sweepstakes agency, whose decisions are final and binding in all matters related to this Sweepstakes.

The prize will be awarded within approximately 45 days after the winner is verified. If a potential winner is otherwise eligible under these Official Rules, or if the potential winner cannot accept or receive the prize for any reason, or he/she is not in compliance with these Official Rules, the prize will be forfeited and an alternate potential winner may be selected in a separate random drawing.

**PRIZE/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS:**

**Grand Prize:** Fifteen (15) Grand Prizes will be available to be won each Survey Period during the Promotion Period. Grand Prize is for a \$50.00 Ace Gift Card. Total value of all Grand Prizes per Survey Period is \$750.00

Total value of all prizes available to be won: \$5,250.00. Limit: One (1) prize per person/household during the Promotion Period.

Odds of winning a prize will depend upon the total number of eligible entries received for each Survey Period.

**PRIZE CONDITIONS:** Prizes are non-assignable or transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses associated with the receipt and/or use of prize is the winner’s sole responsibility.

Gift cards are not redeemable for cash and will not be replaced if lost or stolen. Gift card usage is subject to Ace’s complete terms and conditions, including expiration dates.

The winner is responsible for all federal, state and local taxes, if applicable. Except where prohibited by law, entry and acceptance of prize constitute permission to use winner’s name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

Prize is awarded “as is” with no warranty or guarantee, either express or implied by Sponsor. Winner acknowledges that the Sponsor and all other businesses affiliated with this Promotion and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered.

**GENERAL:** Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, the Sweepstakes Administrator, and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the “Released Parties”), from all claims and liability relating to their participation in the promotion, and the acceptance and use/misuse of the prize offered. Winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this Sweepstakes or use/misuse or redemption of the prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access

provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw a method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes). If for any reason this Sweepstakes is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes, at which time, Sponsor will conduct a random drawing from among all eligible entries received at the time of the Sweepstakes termination.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION;

(B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in DuPage County, Illinois and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award are final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in DuPage County, Illinois. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in DuPage County, Illinois. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**PRIVACY:** By entering and providing the required entry information, Entrants acknowledge that the Sponsor may also send information, samples or special offers it believes may be of interest to Entrant, or other information or goods offered by its marketing partners. Personal information collected from online entrants is subject to the Privacy Policies, which can be found at [www.acehardware.com](http://www.acehardware.com).

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see <https://talkto.acehardware.com/> or send a self-addressed, stamped envelope by December 31, 2021, to: Ace Hardware® Customer Engagement Survey Promotion Official Rules Request, PO Box 654, Social Circle, GA 30025-654.

**WINNER LIST:** For the names of winners, send a stamped, self-addressed envelope to: Ace Hardware® Customer Engagement Survey Promotion Winners, PO Box 654, Social Circle, GA 30025-654. Sponsor must receive all requests for the names of winners no later than 30 days after the published end date of the Promotion.

**INDEPENDENT PROMOTION ADMINISTRATOR:** The US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625.

**SPONSOR:** Ace Hardware Corporation, 2200 Kensington Ct., Oak Brook, IL 60523,

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