



Get \$50 Rewards Program™ Terms & Conditions

Overview:

The Get \$50 Rewards Program™ (the “Promotion”) is sponsored by Fairway Group Central Services LLC and its affiliates (collectively, “Fairway Market”), with headquarters at 2284 12th Avenue, New York, NY 10027, as a way to reward and give thanks to Fairway Market’s most loyal customers.

Promotion Period:

The Promotion will begin at 12:00 AM ET on October 17, 2016 and will continue until 11:59:59 PM ET on November 23, 2016 (collectively, the “Promotion Period”).

Eligibility:

The Promotion is only open to individuals who, at the time of entry: (i) are legal residents of the United States and (ii) are 18 years of age or older (each a “participant” collectively “participants”). Corporations and other organizations are not eligible. Employees, officers, directors, managers, members, agents, representatives, successors and assignees of Fairway Market are also ineligible. By participating in the Promotion, each participant agrees to be bound by these Terms & Conditions and all other Promotion related matters, including, without limitation, Fairway Market’s Privacy Policy and the Terms and Conditions and Privacy Policy governing Fairway Market’s text message program, i.e., “Fairway Market Alerts.” In no case shall Fairway Market be liable to Promotion participants. The Promotion is subject to all federal, state and local laws and regulations and is void in Arizona, Rhode Island, outside the United States and where otherwise prohibited or restricted by law. Fairway Market reserves the right to deny enrollment to any participant that does not meet the Promotion standards as determined by Fairway Market in its sole determination.

How to Enter:

To enter the Promotion, participants must take the following steps: (i) use his or her own smartphone to text a given KEYWORD to 70416, (ii) open the text message sent by Fairway Market to participant’s smartphone, (iii) receive mobile link, (iv) click on link to open up the Promotion enrollment form, (v) fill out the enrollment form by providing participant’s name, email, phone number and favorite Fairway store, (vi) retrieve electronic Promotion card which will be sent to the participant via text (the “Promotion Card”), (vii) shop at one or more brick and mortar Fairway Market stores or online at shop.fairwaymarket.com, making sure to swipe the Promotion Card at checkout (or if shopping online entering the bar code number in the appropriate promotion code box before finalizing the transaction) to track participant’s total spend (the “Total Purchases”). Each unique phone number is eligible to receive no more than one Promotion Card.

Earning Rewards:

In order for in-store purchases to count towards the Total Purchases, Program Participants must ensure that their Promotion Cards are scanned by the cashier at the point of sale. Only purchases made during the Promotion Period will qualify. Once a participant’s Total Purchases reaches \$400 (as verified by participant’s Promotion Card), participant will earn a \$50 Fairway Market gift card (each, a “Gift Card”). Gift Cards will be sent to participants via text, typically within 48-hours of participant’s Total Purchases reaching the \$400 threshold. Notwithstanding the foregoing, Fairway Market reserves the right, should circumstance require, to delay and/or postpone the distribution of any Gift Card. Participants

shall receive one Gift Card for each \$400 in Total Purchases spent, and there is no limit in the number of Gift Cards any one participant may receive. Promotion Cards and/or Total Purchases amounts reflected thereon may not be combined in any manner to reach the \$400 goal. In order to receive a Gift Card, the \$400 in Total Purchases must be achieved on a single Promotion Card.

Ineligible Purchases:

Alcoholic beverages, catering orders, gift card purchases, delivery fees and bottle deposits will not count towards the Total Purchases (collectively, the "Ineligible Items"). Total Purchases shall reflect the final transaction amount minus the cost of any Ineligible Items. Accordingly, coupons or other discounts reflected in the final transaction amount will be excluded from the Total Purchases. Fairway Market purchases made through any third party conduit, including, without limitation, Instacart and Google Express, are also ineligible and will not count towards a Participant's Total Purchases.

Returns:

Any purchased merchandise counted toward a participant's Total Purchases, which is later returned by the participant, shall be deducted from participant's Total Spend at the time the return is processed. Participants must scan their Promotion Cards in connection with any returned merchandise that was previously counted towards participant's Total Spend. Failure to do so will result in participant's immediate disqualification from the Promotion and cancellation of any Gift Cards previously earned by such participant.

Promotion & Gift Card Restrictions:

Participants must be able to receive Fairway Market Alerts in order to receive any earned Gift Cards. Accordingly, Promotion eligibility is expressly contingent upon participants remaining opted-in to receive Fairway Market Alerts for the duration of the Promotion Period. Gift Cards may only be used for purchases at brick and mortar Fairway Market stores. Gift Cards must be used by the close of business on November 30, 2016. The Gift Cards (including any remaining balances thereon) are not redeemable for cash. The Gift Cards will be awarded and are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND. Participants may not substitute or transfer the Gift Cards. Fairway reserves the right to substitute a reward of equal or greater value. Any portion of the Gift Cards not utilized by participants will be forfeited. Lost or stolen Gift Cards will not be replaced. Participants must be 21-years of age or older in order use the Gift Cards for the purchase of alcoholic beverages.

Limitation of Liability:

Fairway Market is not responsible or liable for incorrect or inaccurate information, whether caused by a participant, equipment, programming, computer systems, wireless network or internet utilized in the Promotion or technical or human error in processing and/or distributing enrollment forms, Promotion Cards and/or Gift Cards. Fairway Market disclaims responsibility or liability for any of the following, without limitation: (i) the accuracy, availability or timeliness of any information published about the Promotion; (ii) any error, omission, interruption, deletion, defect, delay, unauthorized access, theft, destruction or alteration or other modification of any enrollment form, Promotion Cards and/or Gift Cards; (iii) any late, lost, delayed, damaged, misdirected, incomplete, illegible or unintelligible enrollment forms, Promotion Cards and/or Gift Cards; (iv) any injuries, losses or damages of any kind to any person or property caused by the Gift Cards or resulting from or relating to the acceptance, delivery, possession, use or misuse of the Gift Cards or otherwise stemming from participants participation in the Promotion; or (v) printing or typographical errors in Promotion materials.

If, for any reason, the Promotion is not capable of running as planned, whether due to tampering, unauthorized interference, fraud, technical failures, legal or any other intervening causes beyond the control of Fairway Market which corrupts or otherwise affects the administration, security, fairness, integrity or proper execution of the Promotion, Fairway Market may cancel, terminate, modify or suspend the Promotion at any time without notice to participants. In

addition, Fairway Market reserves the right to modify these Terms & Conditions and/or the Promotion (including terminate the Promotion altogether) at any time in its absolute discretion without reason or notice to participants.

Release:

By participating in the Promotion, each participant releases and agrees to hold harmless Fairway Market and its affiliates, subsidiaries, directors, officers, employees, managers, members and agents from liability for claims, costs, injuries, losses or damages arising out of or in connection with the Promotion or acceptance, possession or use of the Gift Card(s) (including, without limitation, damages related to personal injury, death, destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort, warranty or other theory. Fairway Market and its affiliates, subsidiaries, directors, officers, employees, managers, members and agents expressly disclaim any responsibility or liability for injury or loss to any person or property arising out of or in connection with the acceptance, delivery or use of the Gift Card.

Conditions:

All enrollment forms and information contained therein become the exclusive property of Fairway Market and will not be acknowledged or returned to participant. Participants who earn one or more Gift Cards may be required to provide his or her social security number to Fairway Market pursuant to federal tax law.

Fairway Market reserves the right, in its sole discretion, to disqualify any individual who is found to be tampering with the enrollment process or the operation of the Promotion. Fairway Market further reserves the right, in its sole discretion, to refuse entry or disqualify any individual it finds to be acting: (i) in violation of these Terms & Conditions, (ii) in an unsportsmanlike or disruptive manner or (iii) with the intent to annoy, abuse, threaten or harass any other person and, in addition, to seek damages and other remuneration from any such person to the fullest extent permitted by law.

CAUTION: ANY ACT OR ATTEMPTED ACT BY A PARTICIPANT OR ANY OTHER PERSON THAT UNDERMINES THE OPERATION OF THE PROMOTION OR THAT OTHERWISE CONSTITUTES FRAUD MAY VIOLATE FEDERAL AND STATE CRIMINAL AND CIVIL LAWS. FAIRWAY MARKET RESERVES THE RIGHT TO DISQUALIFY ANY SUCH PERSON AND TO SEEK DAMAGES AND ANY OTHER AVAILABLE REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

General Terms:

The Promotion may not be used in connection with any form of gambling. All federal, state and local laws and regulations apply. Fairway Market's decisions are final on all matters relating to the Promotion. This Promotion shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its rules governing conflicts of law. All participants and their heirs and assigns consent to the jurisdiction of the federal and state courts in New York County, New York for all legal proceedings relating to this Promotion. Participants agree to use any materials or information procured as part of the Promotion for Promotion purpose only and not for any commercial other purpose. These Terms & Conditions supersede all other disclosure and/or publication with respect to this Promotion.

Privacy:

By signing up for the Promotion, participants are signing up to receive all Fairway Market Alerts, pursuant to which participants may receive up to 18 text messages per month. Messaging and data rates may apply. Terms and Conditions and the Privacy Policy for Fairway Market Alerts are available at www.70416.mobi. Information collected from participants is also governed by Fairway Market's Privacy Policy available at www.fairwaymarket.com/privacy-statement/.