

OFFICIAL RULES

HY-VEE'S OPPORTUNITY PITCH COMPETITION MADISON, WI

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

1. CONTEST ELIGIBILITY: To be eligible to participate in the Hy-Vee Opportunity Pitch Competition Madison, WI (the "Contest") participating business ("Participant(s)") must meet the following criteria:

- (a) have their corporate office or a manufacturing facility in Iowa, Illinois, Minnesota, South Dakota, Nebraska, Kansas, Missouri, or Wisconsin;
- (b) have at least 51% ownership, operation and control by the following diversity classifications: minority or women;
- (c) be classified as a small business per the guidelines set forth by the Small Business Administration;
- (d) provide a product or service in one of the following 3 categories: food/beverage, technology/innovation, or health/wellness/beauty;
- (e) provide a product or service which Participant has the rights to sell or market;
- (f) agree to sign all applicable Hy-Vee vendor agreements if its product or service is selected to be sold in Hy-Vee stores or otherwise utilized by Hy-Vee; and
- (g) agree to comply with these Official Rules.

Businesses or businesses with owners meeting any of the following criteria are ineligible to participate in the Contest:

- (a) direct competitors of or owners or investors in a direct competitor of Hy-Vee, not including non-majority ownership of equity shares in a publicly-traded company; and
- (b) employees of Hy-Vee, Inc. ("Sponsor") and its parent and/or affiliate companies, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee.

The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes a Participant'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 an Award is contingent upon the entrant 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 at 12:01 a.m. (CDT) on April 11, 2023 and ends on May 9, 2023 at 11:59 p.m. (CDT) (the "Contest Period"). The Contest Period consists of

two (2) periods; an Entry Submission Period and the Pitch Competition Period; see Section 4 for details.

4. TO ENTER: To enter the Contest, Participant must submit a video no longer than five (5) minutes describing their product or service (“Entry”). Entries must be received no earlier than 12:01AM on April 11, 2023 and no later than 11:59PM on May 9, 2023 (“Entry Submission Period”). Entries must be submitted via the following site: www.hy-veeopportunitysummit.com along with any additional information requested therein.

By submitting an Entry and entering the Contest, all Participants fully and unconditionally agree to be bound by these Official Rules and the decisions of Sponsor’s judge(s), which will be final and binding in all matters relating to the Contest.

Up to fifteen (15) Participants (“Pitch Participants”) will be chosen by Sponsor, in its sole and absolute discretion, to present pitches to a panel of judges on June 1, 2023 (“Pitch Competition Period”). Sponsor may request additional information before or after the pitches. **If Participants fail to provide such information or participate in meetings about the same, Participant will no longer be eligible for the Contest.**

The following awards (“Award(s)”) will be presented to the (“Award Winner(s)”), determined in Sponsor’s sole and absolute discretion:

One grand prize winner will be selected by a panel of judges and earn \$30,000! Plus, one first-place winner will be selected from each pitch category to win \$5,000 each. Additional cash investments will be awarded and select finalists may be invited to participate in a roundtable discussion with Hy-Vee following the summit.

PARTICIPANT ACKNOWLEDGES AND AGREES THAT PARTICIPATION IN THE CONTEST, SELECTION FOR THE PITCH COMPETITION PERIOD, AND/OR RECEIPT OF AN AWARD DOES NOT GUARANTEE PARTICIPANT ANY FURTHER BUSINESS RELATIONSHIP WITH HY-VEE, INCLUDING BUT NOT LIMITED TO HY-VEE SELLING OR UTILIZING PARTICIPANT’S GOODS OR SERVICES. Participant further acknowledges and agrees that Sponsor is under no obligation to reveal its decision-making process or the degree of consideration it gave to any particular Participant.

5. RELEASE / INDEMNIFICATION: By participating in the Contest, each Participant agrees to release, discharge, indemnify and hold harmless Sponsor and each of its affiliates, subsidiaries, parent corporations, and its officers, directors, employees, representatives and agents (collectively, the “Released Parties”) from and against any claims made by Participant 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 Award or participation in any Contest-related activity or participation in the Contest.

6. PUBLICITY: Except where prohibited, participation in the Contest constitutes the consent of each Participant to Sponsor’s and its agents’ use of Participant’s name, age, photograph, video,

voice, likeness and/or image, and hometown address, as well as images of Participant's product or service for promotional purposes in any media, worldwide, without further payment or consideration.

Each Participant acknowledges and agrees that it cannot use Hy-Vee's marks, including but not limited to Hy-Vee's and the Contest's name and logos and the names and likenesses of any Hy-Vee employee or judge without the prior written consent of Sponsor. Each Participant further agrees that all images, videos and recordings of Participant's participation in the Contest are and shall remain the sole and exclusive property of Hy-Vee in perpetuity and throughout the world.

7. 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 Participant 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.

8. RESERVATION OF RIGHTS: Sponsor(s) reserve(s) the right to make changes to these Official Rules in its sole discretion which will become effective upon announcement. Sponsor(s) reserve(s) the right to cancel or terminate this Contest for any reason in the event that it cannot be run or administered as intended by the Sponsor(s). Any such changes or termination will be announced on hy-vee.com.

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 Participant's participation in the Contest or receipt or use or misuse of any Award. If the Contest, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to choose an Award Winner by judging all eligible Entries received up to the date of discontinuance for the prize offered herein.

10. CONTEST AFFIDAVIT OF ELIBILITY AND RELEASE OF LIABILITY AND PUBLICITY: Each Pitch Participant must agree to complete and sign a Contest Affidavit of Eligibility and Release of Liability and Publicity, which among other things: (i) confirms that Participant is eligible to participate in the Contest; and (ii) grants Sponsor the publicity rights discussed in Section 6.

11. 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 Participant 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.

12. ENTRANT'S PERSONAL INFORMATION: Personally identifiable information collected from all Participants is subject to Sponsor's Privacy Policy. To view Sponsor's Privacy Policy, visit <http://www.hy-vee.com/company/policy/privacy.aspx>.

13. OFFICIAL RULES REQUESTS/NOTIFICATION OF WINNER: To receive a copy of these Official Rules (available after April 11, 2023) or to learn the winner(s) (available after June 1, 2023), send a self-addressed, stamped envelope to: ATTN – Hy-Vee OpportUNITY Pitch Competition – 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 July 30, 2023.

THIS CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

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