

Fred's Gift Card Sweepstakes

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. Eligibility: Fred's Gift Card Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (other than Rhode Island) and the District of Columbia who are eighteen (18) years old or older at the time of entry. Employees of Fred's, Inc. ("Fred's"), InMoment, Inc. ("InMoment") and their parent, subsidiary 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 Rhode Island and where prohibited. By entering, participants agree to be bound by these Official Rules and the decisions of Fred's, which are final and binding in all respects. You may only win a prize if you comply with all of the requirements set forth in these Official Rules.

2. Sweepstakes Timing: The Sweepstakes begins on July 23, 2018 at 12:01 a.m. Central Time ("CT"), ends on June 30, 2019 at 11:59 p.m. CT, and includes twelve (12) monthly entry periods (each an "Entry Period") as set forth in the chart below:

| ENTRY PERIOD | START AND END DATES |
|--------------|---|
| 1 | July 23, 2018 at 12:01 AM - July 31, 2018 at 11:59 PM CT |
| 2 | August 1, 2018 at 12:01 AM - August 31, 2018 at 11:59 PM CT |
| 3 | September 1, 2018 at 12:01 AM - September 30, 2018 at 11:59 PM CT |
| 4 | October 1, 2018 at 12:01 AM - October 31, 2018 at 11:59 PM CT |
| 5 | November 1, 2018 at 12:01 AM - November 30, 2018 at 11:59 PM CT |
| 6 | December 1, 2018 at 12:01 AM - December 31, 2018 at 11:59 PM CT |
| 7 | January 1, 2019 at 12:01 AM - January 31, 2019 at 11:59 PM CT |
| 8 | February 1, 2019 at 12:01 AM - February 28, 2019 at 11:59 PM CT |
| 9 | March 1, 2019 at 12:01 AM - March 31, 2019 at 11:59 PM CT |
| 10 | April 1, 2019 at 12:01 AM - April 30, 2019 at 11:59 PM CT |
| 11 | May 1, 2019 at 12:01 AM - May 31, 2019 at 11:59 PM CT |
| 12 | June 1, 2019 at 12:01 AM - June 30, 2019 at 11:59 PM CT |

3. How to Enter: You may enter the Sweepstakes in one of two ways:

- Complete an online survey after a purchase: After you make a purchase at a Fred's location, follow the links and instructions found on your store receipt to complete a short online survey about your experience at Fred's and then complete and submit the online Sweepstakes registration form, including submitting your first and last name, telephone number and email address. You must complete the survey before the expiration of the applicable Entry Period. Once the survey is completed and if you confirm you would like to enter the Sweepstakes, you will automatically receive one (1) entry into the applicable Entry Period drawing.

- Enter without a purchase or completion of a survey: Send an email to fredsfeedback@fredsinc.com, including your first and last name, telephone number, email address and City and State. You will receive one (1) entry into the applicable Entry Period drawing.

4. Reasons for Disqualification. You must submit a valid email address and phone number when you submit any entry. Multiple entrants are not permitted to share the same email address. Any attempt by a potential entrant to use any sort of automated system, robot or other similar method or technique or to use multiple identities or otherwise tamper with the Sweepstakes is prohibited and will result in disqualification. Any entry that fails to comply with the requirements referred to elsewhere in these Official Rules may also result in disqualification, in Fred's sole discretion. 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 an authorized account holder.

5. Drawing and Notification: Approximately two (2) weeks after the end of each Entry Period, the potential winner of the Sweepstakes will be selected in a random drawing from all eligible entries received during the Entry Period to determine the one (1) winner for that Entry Period. The odds of winning depend on the total number of eligible entries received during the Entry Period. Non-winning entries will not be carried over into subsequent Entry Period drawings. The potential winner will be notified by email or telephone. The potential winner may also be required to verify that he or she is at least 18 years of age, and provide a mailing address and to sign and return an Affidavit of Eligibility, Liability and Publicity Release (except where prohibited by law) and/or an IRS W-9 Form within seven (7) calendar days of notification by Fred's. A potential winner will not be declared an official winner and the prize may be forfeited and awarded to another entrant who is randomly selected if (i) any prize notification or any prize is returned as undeliverable, (ii) a proper mailing address is not specified, (iii) a potential winner fails to verify that he or she is at least 18 years of age or to provide his or her contact information within seven (7) calendar days after notification by Fred's or, if requested, fails to return an Affidavit of Eligibility, Liability Release and Publicity Release and/or an IRS W-9 Form within the time specified above, (iv) a potential winner is determined by Fred's, in its sole discretion, to be ineligible, (v) a potential winner declines the prize, or (vi) a potential winner is otherwise not in compliance with these Official Rules. Fred's shall not be responsible for any delays in awarding any prize for any reason.

6. Prizes and Approximate Retail Value: Each Entry Period, one \$100 Fred's store gift card will be awarded, with an approximate retail value ("ARV") of \$100. Terms and conditions generally applicable to gift cards shall apply. Prizes are non-transferable. Fred's reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with receipt of a prize or its use. Odds of winning a prize depend on the number of eligible entries received during the applicable Entry Period.

7. Release; Limitations on Liability: By entering into the Sweepstakes, entrants, to the maximum extent permitted by law, agree to release and hold harmless Fred's and InMoment, Inc. and their respective subsidiaries, affiliates, contractors, agents, and each of their respective parent companies and each such entity's officers, directors, employees and agents (collectively, the "Released Parties") from and against

any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize or items purchased with any such prize. Released Parties are not responsible for lost, late, incomplete, inaccurate, delayed, misdirected or undelivered email or online entries or other errors or difficulties of any kind whether human, mechanical, electronic, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, late, lost, undeliverable, damaged or stolen mail, the announcement of the winner, or in any Sweepstakes-related materials. 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 possible.

8. General Conditions: Fred's reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Fred's in its sole discretion. In such event, Fred's, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Fred's 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 legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Fred's reserves the right to seek damages from any such person to the fullest extent permitted by law. Fred's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. All participants entering by email, as a condition of entry, agree that they have not purchased any kind of Internet service or made any expenditure whatsoever in order to participate in and/or enter the Sweepstakes. Normal Internet access and usage charges imposed by your online service may apply.

9. 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 Western District of Tennessee or the appropriate Tennessee State Court located in Shelby County, Tennessee; (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 Fred's in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Tennessee without giving effect to any choice of law or conflict of law rules (whether of the State of Tennessee or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Tennessee.

10. Entrant's Personal Information: Information collected from entrants is subject to Fred's Privacy policy, which can be located at www.fredsinc.com, and to InMoment's Privacy Policy, which can be located at www.inmoment.com/privacy_policy/english/.

11. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Fred'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 or consideration, including on the Fred's Facebook page. **By entering the Sweepstakes, each participant acknowledges that each Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook and agrees to release Facebook from all liability related to this Sweepstakes. Participants understand that they are providing their own information to Fred's, Inc. and not to Facebook.**

12. Sponsor: The Sweepstakes is being sponsored by Fred's, Inc., 4300 New Getwell Road, Memphis, TN 38118.

13. Winner List: For the winners list, visit www.fredsinc.com. The winners list will be posted after winner confirmation is complete.