



August 20, 2009

Hello Dana:

At Fresh & Easy, we always try to be a good neighbor and give back. We know how important schools are to the neighborhood and how they are always looking for new ways to raise money. So, during the 2008-2009 school year we created a fundraising program called Shop for Schools to help. Due to its success, we're bringing it back again in the fall!

Raising money through Shop for Schools is easy – for every \$20 spent per transaction at our stores, a participating school will get a \$1 donation. The top fundraising school in each state will get a \$5,000 bonus! Through our first program, more than \$130,000 was raised for schools in Arizona, California and Nevada. This money helped provide books, supplies, instruments, computers and many other much needed items for schools.

Back in time for the start of the new school year, Shop for Schools will run from September 15th through December 31st. Any accredited public, private or parochial school within a three mile radius of a Fresh & Easy store may participate if it has any class with students from kindergarten to 8th grade.

Thanks to the feedback we received from teachers, parents and school administrators, we are making a few changes to enhance the program. We're extending the length of time schools can collect receipts, adding receipt collection boxes for schools and creating extra promotional materials for the schools.

We also added a fundraising shopping night to this year's Shop for Schools program. For schools that would like to participate (there is a check box on the enclosed Registration Form), we will arrange for them to have their own shopping night at a local store where we will donate 5% of sales back to the school.

The deadline to submit a completed Registration Form in order to participate in Shop for Schools is October 1, 2009. The sooner each school sends in a Registration Form, the sooner we can send them the tools to help them start raising money.

After the program ends, each school's fundraising coordinator will tabulate all the receipts, fill out the necessary paperwork and send it to us for review. We'll take a look at the information to verify everything and send a check to be used for whatever each school needs most!

We've enclosed a Registration Form for the program, which has already been mailed to most eligible schools. If you think schools in your district would be interested in participating, please feel free to pass it along.

We've also included our Fresh & Easy Neighborhood Newsletter if you're interested in learning more about us. If you have any questions about Shop for Schools, visit us at www.freshandeasy.com/shopforschools, give us a call at 800-334-7455 or send us an email at shopforschools@freshandeasy.com.

Thank you for everything you do for schools. We are really excited about this program and are proud to be able to help out our neighbors.

Sincerely,

Tim Mason
CEO
Fresh & Easy Neighborhood Market





Fresh & Easy Neighborhood Market Inc. Shop For Schools Official Rules

These Official Rules govern the *Shop for Schools* program of Fresh & Easy Neighborhood Market Inc. ("Fresh & Easy"). Fresh & Easy reserves the right to make changes to these Official Rules at any time. Please check freshandeasy.com/shopforschools from time to time to ensure that you have the latest updates. Your participation in *Shop for Schools* indicates that you accept these Official Rules.

1. Eligibility. *Shop for Schools* is open to accredited schools organized and operated primarily for educational purposes that meet the following requirements (each a "**Participating School**"). Participating Schools must be located within three miles of an open Fresh & Easy store. Any accredited public, private or parochial school may participate if it has any class with students from Kindergarten to 8th grade. Accredited home school associations are also eligible to participate if they contain any class with 15 or more students from Kindergarten to 8th grade. Fresh & Easy's decisions are final as to whether or not a school is eligible to participate and it may revoke the right to participate at any time.

2. Overview of Shop for Schools Program. Parents and students at each Participating School may collect receipts from purchases made at any Fresh & Easy store between September 15, 2009 and December 31, 2009. All receipts must be turned in to the school coordinator designated in the Registration Form. For every \$20 spent per visit at a Fresh & Easy store, the school will receive a \$1 cash donation. Donations will be calculated by evaluating each receipt separately. Receipts may not be combined. For example, if a school coordinator submits ten receipts in the amount of \$25 per receipt, each receipt will be eligible for a \$1 cash donation for a total cash donation of \$10.

3. Submission Deadline. The school coordinator must follow all submission instructions and complete an official Completion Form. The Completion Form and submission instructions will be provided directly to the school coordinator and are considered part of these Official Rules. All Completion Forms and receipts must be submitted postage prepaid to the program processor, Graphcom ("**Processor**") on or before February 1, 2010. All submissions are subject to review and verification by Fresh & Easy and the Processor. Please keep a copy of all submissions and evidence of mailing for at least six months in case there is a problem with the submission. From time to time, Fresh & Easy may contact school coordinators via e-mail using the e-mail address provided by such school coordinators on the Completion Form. Such communications will be governed by Fresh & Easy's Online Privacy Policy, which may be viewed at freshandeasy.com/privacy.html.

4. Maximum Fundraising Amount. Each Participating School may earn up to, but not more than, \$5,000 cash for submission of receipts.

5. \$5,000 Bonus for Highest Fundraising School. The Participating School that raises the most money in the states of California, Arizona, and Nevada, respectively, will receive an additional \$5,000 cash bonus. If two or more Participating Schools in a state raise the maximum fundraising amount of \$5,000 for submission of receipts, the Participating School with the highest dollar value of receipts will receive the \$5,000 cash bonus.

6. Unacceptable Submissions. Reproduction, purchase, sale or trade of any Fresh & Easy receipt is prohibited. Fresh & Easy will not be responsible for lost, late, misdirected or illegible submissions. Receipts or submissions that have been defaced, mutilated, forged or in any way altered will not be accepted. Donations may also be subject to adjustment if items identified on a receipt are returned for a refund.





Official Rules

7. Payments. Checks will be made payable only to eligible Participating Schools that have made a valid and complete submission on or prior to February 1, 2010. The Processor will process, review and verify all submissions. If appropriate, the Processor will correct and adjust any errors in submissions. All corrections and decisions by the Processor or Fresh & Easy will be final and binding. Fresh & Easy will endeavor to make all payments on or before April 30, 2010. Payments made to Participating Schools are not tax-deductible by the participants or Fresh & Easy customers.

8. Trademarks. During the Program, Fresh & Easy and each Participating School will have the right to indicate to the public that such Participating School is an authorized participant in the *Shop for Schools* Program and in connection therewith may use the trademarks and trade names ("**Marks**") of the other party. All representations of Fresh & Easy Marks used by a Participating School must be an exact copy of those used by Fresh & Easy or must first be submitted to Fresh & Easy for approval. Participating Schools must not use the Fresh & Easy Marks in any manner that would be inconsistent with or damaging to Fresh & Easy's name or reputation and must cease using any Fresh & Easy Mark upon request.

9. Submitted Ideas, Suggestions and Information. All Registration Forms and submissions and all comments, suggestions, ideas, notes, drawings, concepts, recipes or other information disclosed or offered to Fresh & Easy or the Processor will be deemed to be non-confidential and will be and remain the property of Fresh & Easy and will not be returned. Further, Fresh & Easy, will be free to use, without any additional compensation, any of the foregoing for any purpose, including but not limited to for publication or developing, manufacturing and marketing products and services.

10. Program Changes. Fresh & Easy reserves the right to cancel or alter the terms of the *Shop for Schools* program at any time and without advance notice.

11. Miscellaneous. The *Shop for Schools* program is void wherever prohibited, and subject to all applicable federal, state and local laws. Fresh & Easy makes no representations or warranties, express, implied, statutory or otherwise, with respect to the *Shop for Schools* program or as to any matter whatsoever, and disclaims all warranties of merchantability, satisfactory quality, fitness for a particular purpose or non-infringement. Fresh & Easy will not be liable for any damages whatsoever, including, without limitation, direct or indirect damages, incidental, special or consequential damages, loss of profits or revenue, interruption of business, in any way arising out of or related to the *Shop for Schools* program, regardless of the form of action, whether in contract, tort (including negligence), strict product liability or otherwise, even if Fresh & Easy has been advised of the possibility of such damages. A Participating School may not assign its right to participate in the *Shop for Schools* program. The *Shop for Schools* program and these Official Rules will be governed by the laws of the State of California. Any disputes arising out of the program will be held in a court of competent jurisdiction located in Los Angeles County, California. Fresh & Easy's use of any personally identifiable information that it collects in connection with the *Shop for Schools* program and its policies with respect to e-mail communications are set forth in Fresh & Easy's Online Privacy Policy, a copy of which may be found at freshandeasy.com/privacy.html.

12. Inquiries. If you have further questions about *Shop for Schools* or these Official Rules, please visit us at freshandeasy.com/shopforschools or via email at shopforschools@freshandeasy.com.

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