

Sam's Club "New Year's Eve Resolutions" Twitter Contest OFFICIAL RULES

The following Contest is intended for play in the United States only. Do not enter this Contest if you are not located in the U.S. at the time of entry.

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. Contest is open and offered only to legal residents of the 50 United States and Washington D.C., who are 18 years of age and older as of December 27, 2010. Employees and their immediate families (parent, child, sibling or spouse) and/or household members of Sam's Club ("Sponsor"), its parent, subsidiaries, affiliates, distributors, sales representatives, advertising and promotional agencies and any other persons or entities associated with this Contest ("Released Parties") are ineligible to enter or win. By participating, you agree to abide by and be bound by these Official Rules. Void in Puerto Rico and where prohibited by law.

HOW TO ENTER ON TWITTER: The Sam's Club "New Year's Eve Resolutions" Twitter Contest starts at 12:01 a.m. Eastern Standard Time ("EST") on December 27, 2010 and ends at 11:59 p.m. EST on January 1, 2011 ("Contest Period"). To enter, visit one of the following four (4) blog sites to obtain the proper Twitter #Hashtag and to learn how to enter the Contest.

Blog Name	URL
The Hungry Mouse	http:// thehungrymouse.com/
Weekly Bite	http://weeklybite.com/
This Mama Cooks	http://www.thismamacooks.com/
Culinary Concoctions By Peabody	http://www.culinaryconcoctionsbypeabody.com/

Then, using your Twitter account, go to Sam's Club Twitter page to become a follower of Sam's Club (<http://twitter.com/#!/SamsClub>). Next, you must tweet your response to the Contest question: "What New Year's Resolution Have You Achieved?" (the "Theme") using the aforementioned #Hashtag and mentioning @Samsclub in the tweet. You have the option of tweeting your response on the Sam's Club Twitter page **OR** your own Twitter page. However, the correct #Hashtag and @Samsclub must be present in a participant's answer in order for the response to be counted as an Official Contest entry. Each of the aforementioned blog sites will pose the Contest question as well as directions on how to enter the Contest. All entries must be received by 11:59pm PST on January 1, 2011. **Limit one entry per person.**

By submitting an Entry, Entrant warrants that the Entry is i) the original work of the Entrant (an original is the product of one's own mind and is not a copy or imitation), ii) has not been previously published, iii) has not have won previous awards, and iv) does not infringe upon the intellectual property or other rights of any person or entity, v) does not libel or slander anyone, and vii) is appropriate for a general audience. Any Entries not meeting these criteria will be disqualified.

Sponsor reserves the right to disqualify any person or email address that submits more than maximum allowed entries. The Sponsor and Released Parties are not responsible for damaged, lost, late, misdirected, or incomplete Contest entries. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. By participating in this Contest, entrants agree to be bound by these Official Rules and the decisions of the Sponsor which are final and binding in all matters relating to the Contest. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or Sponsor Twitter Website; (b) violating the Official Rules or (c) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any personally identifiable information collected during an entrant's participation in this Contest will be collected by Sponsor and used by Sponsor, Administrator, their respective affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules. All entries become the exclusive property of Sponsor and will not be acknowledged or returned. By participating, you consent for Sponsor to obtain, use, and transfer your name, address and other information for the sole purpose of administering this Contest. Also by participating, you agree that each tweet entry becomes the property of Sponsor and that the Sponsor may use such tweet for any proper purpose. Participant specifically acknowledges and agrees that Sam's Club may utilize information obtained from participant in order to contact participant and/or to offer Sam's Club products or services.

INTERNET LIMITATIONS OF LIABILITY: If for any reason this Contest is not capable of running as planned due to infection by 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 Contest, 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 Contest in whole or in part, at any time, and award the Grand Prizes using all non-suspect eligible

entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that the Sponsor deems to be fair and equitable. Released Parties are not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Contest Entities are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Contest or downloading any materials in this Contest. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

WINNER DETERMINATION: Each Contest entry will be judged based on the clear relationship between the tweet and the following criteria: Originality (40%); Pertinence to Theme (40%); Difficulty (20%). Each entry will be reviewed by a qualified judge or panel of judges appointed by the Sponsor. The Grand Prize Winner will be selected based on the judges scoring according to the aforementioned criteria. All decisions of the Sponsor are final and binding. The potential Grand Prize winner will be notified via four (4) aforementioned blog sites on January 5, 2011.

GRAND PRIZE: One (1) Grand Prize Winner will receive a 14-piece Cuisinart Cookware Set (Value \$149.98). By accepting the prize, the prize winner agrees to release the Sponsor, the Released Parties, and prize suppliers from any and all liability whatsoever for any injuries, losses, or damages of any kind

caused by entering the promotion or for damages of any kind caused by any prize or resulting from acceptance, possession, or use/misuse of prize awarded. All local, state and federal taxes are solely the responsibility of winner. No substitution or transfer of prize or election of cash in lieu of prize will be permitted. The Sponsor reserves the right at its sole discretion to substitute any prize package with another prize of equal or greater value in the event that the prize (or any component thereof) is not available.

PRIZE CONDITIONS: All taxes, if applicable, are solely the responsibility of the winner. If a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, if potential winner cannot be reached within three (3) calendar days from the first notification attempt, or if potential winner fails to return requisite document within the specified time period, or if a potential winner is not in compliance with these Official Rules, such then such person shall be disqualified and an alternate winner will be selected for the prize at issue.

GENERAL: By accepting the Grand Prize, where permitted by law, Winner grants to the Sponsor, its parent, subsidiaries and related companies, and those acting pursuant to the authority of Sponsor (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time the Winner's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. IN NO EVENT WILL SPONSOR, TWITTER, THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTION AGENCIES, DEALERS, DISTRIBUTORS, SUPPLIERS, PRIZE PROVIDER AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS CONTEST OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZES. By participating, entrants release and agree to hold harmless the Sponsor, their respective parents, affiliates, subsidiaries, advertising and promotion agencies, dealers, distributors, suppliers, Prize provider and their respective directors, officers, employees, representatives and agents from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION,

AND/OR INVASION OF PRIVACY that may arise from participating in this Contest or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize(s). Winner acknowledges that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize.

USE OF DATA: Sponsor will be collecting personal data about entrants online, and e-mail addresses from entry forms in accordance with its Privacy Policy. Please review the Sponsor's Privacy Policy at the following link: <http://www.samsclub.com>. By participating in the Contest and providing your e-mail address, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

DISPUTES: Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Arkansas. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Arkansas, without giving effect to any choice of law or conflict of law rules (whether of the State of Arkansas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Arkansas.

WINNERS LIST REQUEST: To request confirmation of the name and address of the Grand Prize winner, please send a self-addressed, stamped business size envelope, by March 1, 2011, to: ASC/SAMS "New Year's Eve Resolutions" Twitter Contest Winners List, 300 State St., Suite 402, Rochester, NY 14614.

OFFICIAL RULES REQUEST: For your own copy of the Official Rules, send a self-addressed stamped envelope to ASC/Sam's Club "New Year's Eve Resolutions" Twitter Contest Official Rules Request, 300 State St., Suite 402, Rochester, NY 14614, for receipt by January 1, 2011. Residents of Vermont may omit return postage.

SPONSOR: Sam's West, Inc., 2101 SE Simple Savings Dr., Bentonville, AR 72716