

# Walmart Make it Spark 2025 Sweepstakes

## Official Rules

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

### **Eligibility:**

Walmart Make it Spark 2025 Sweepstakes (the "Sweepstakes") is open only to legal residents of the 50 United States and the District of Columbia and at least 18 years old at the time of entry. To receive a prize valued at \$2,000 or more, entrant must be able to submit a valid IRS Form W-9. Employees of Walmart Inc. ("Sponsor"), Merkle Inc. ("Administrator"), and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible.

### **Agreement to Official Rules; Entrants will be Disqualified for Violations:**

Participation constitutes each entrant's full and unconditional agreement to these official rules ("Official Rules"). All federal, state, and local laws apply, and the Sweepstakes is void where prohibited. Sponsor's and Administrator's decisions are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all the requirements set forth herein. In the event there is a discrepancy or inconsistency between any other statements contained in any Sweepstakes-related materials (including any printed versions of these Official Rules) and the Official Rules as posted on the "Promotion Site" (defined below in the "How to Enter" section), the Official Rules as posted on the Promotion Site shall prevail, govern and control. Entrants agree that they may not use or attempt to use any method to obtain more than the stated number of permissible entries using robotic, automatic, programmed, or any other means, including but not limited to using multiple/different email addresses, identities, registrations and logins or any other methods. Violation of any of these requirements will void all Sweepstakes entries of the person(s) responsible for such action and result in their disqualification from the Sweepstakes.

### **Sponsor/Administrator:**

Sponsor: Walmart Inc., 702 SW 8th St Bentonville, AR 72716. Administrator: Merkle Inc. (previously known as HelloWorld, Inc.), 3000 Town Center, Suite 2100, Southfield, MI 48075.

## **Timing:**

The Sweepstakes begins on November 17, 2025 at 12:00 a.m. Eastern Time ("ET") and ends on December 15, 2025 at 11:59 p.m. ET (the "Promotion Period"). Administrator's servers are the official time-keeping devices for the Sweepstakes.

## **How to Enter:**

During the Promotion Period, there are 2 ways to enter, as outlined below:

### **Method 1: Register and Complete a Delivery:**

To earn Sweepstakes entries via this method of entry, you must be a Driver on the Spark Driver Platform and have a Spark Driver account in good standing. Good standing means your account cannot be suspended or deactivated during the Promotion Period and when the prizes are awarded/fulfilled up until February 28, 2026. Visit [www.makeitsparksweps.com](http://www.makeitsparksweps.com) and follow the links and instructions to accurately complete and submit the registration form, including a valid email address associated with your Spark Driver account. Then, complete a delivery on the Spark Driver platform. You will automatically receive 1 entry into the Sweepstakes per completed delivery.

### **Method 2: Mail-in Alternate Method:**

To enter without signing up for a Spark driver account or completing a delivery, print your name, address, phone number, email address, and date of birth on a piece of paper and mail it in an envelope with proper postage to "Walmart Make it Spark 2025 Sweepstakes," c/o Merkle Inc., P.O. Box 5020, Department 868042, Kalamazoo, MI 49003-5020. You will receive 1 entry into the Sweepstakes. Limit: 1 entry per envelope. All mail-in entries must be sent/postmarked by December 15, 2025 and received by December 22, 2025. All entries become the exclusive property of Sponsor, and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by the Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

## **Entry Limits:**

You may receive up to 150 entries during the Promotion Period, regardless of method of entry. Multiple entrants are not permitted to share the same email address. In the event of a dispute as to the identity of an entrant, Sponsor and Administrator will rely on the information submitted by the entrant to register for this Sweepstakes. If any additional information provided by entrant is inconsistent with the information

provided at registration for this Sweepstakes, the Sponsor and/or Administrator may disqualify such entrant and such disqualification may result in the forfeiture of any prizes won. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant's identity.

### **Prize Drawing:**

Administrator is an independent organization whose decisions as to the selection of the potential winners are final and binding. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or around January 5, 2026 and will notify potential winners by email and phone. Each potential Grand Prize winner (or parent/legal guardian if winner is a minor in their state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") and an IRS Form W-9 which must be received by Administrator within 5 days of the date notice or attempted notice is sent, in order to claim the prize. Potential First Prize winners may be required to provide their name, home mailing address (P.O. Boxes not permitted) and date of birth to confirm eligibility and for purposes of prize fulfillment within 5 days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration, the IRS Form W-9, or provide any other requested information within the required time period, or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason or forfeits any prize, Administrator will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only 3 alternate drawings will be held, after which the prize will remain un-awarded.

### **Prizes:**

#### **Quantity, Description and Approximate Retail Value ("ARV"):**

- **10 Grand Prizes:** \$7,000 in Walmart gift cards (terms and conditions apply). Each Grand Prize winner will also be provided with a single cash payment in the form of a corporate check, which is intended to assist the winner with any federal, state, or other tax obligations related to the Grand Prize (the "Tax Gross-Up Payment"). The Tax Gross-Up Payment will be \$3,000. The Grand Prize winner's actual tax liabilities related to the Grand Prize could exceed the Tax Gross-Up Payment. The Grand Prize winner is solely responsible for all applicable federal, state, or other tax obligations related to the Grand Prize. Sponsor will not provide any further assistance toward the winner's tax obligations. ARV of each Grand Prize: \$10,000.
- **500 First Prizes:** A \$50 Walmart gift card (terms and conditions apply). ARV: \$50.00.

#### **Total ARV:**

The total ARV of all available prizes offered in the Sweepstakes is \$125,000.00.

**Odds of Winning:**

The odds of winning a prize depend on the total number of eligible entries received during the Promotion Period.

**Additional Prize Terms:**

Prizes are non-transferable, and no substitution will be made except as provided in the Sponsor's sole discretion should the prize become unavailable. In this case, a prize of equal or greater value will be offered. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Winners of a prize equal to or greater than \$2,000 will receive an IRS Form 1099 MISC reporting the actual value of the prize received. ARVs are determined as of the time these Official Rules were published and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. Where applicable, prize style, size and all other details will be determined by Sponsor in its sole discretion. All other costs and expenses associated with acceptance of the prize that are not expressly set forth herein shall be solely the winner's responsibility. Prizes are provided "as is" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Prizes will be fulfilled approximately 8-10 weeks after winner confirmation. Limit of 1 prize per person.

**Release:**

By receipt of any prize, winners agree to release and hold harmless Sponsor, Administrator and their respective subsidiaries, affiliates, suppliers, distributors, advertising and promotion agencies and prize suppliers and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance, use, inability to use, misuse or redemption of a prize (including any injury or harm related thereto).

**General Conditions:**

**Sponsor's Right to Modify or Cancel:**

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, including but not limited to fulfillment of the prize(s), where any of the following "Issues" occur:

- Fraud;
- Technical failures;
- Human error;
- Any other factor that impairs the integrity or proper functioning of the Sweepstakes; or
- Any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, widespread illnesses, declarations of war, acts of God, acts of terrorism) that interferes with any aspect of the Sweepstakes, as determined by Sponsor in its sole discretion.
- Where one or more of the above Issues occurs, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of the Issue; and/or modify the prizes offered.

#### **Sponsor's Right to Disqualify Entrants:**

Sponsor 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, including but not limited to submitting fraudulent entries, or to be acting in violation of the Official Rules 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, 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.

#### **Sponsor's Right to Limit Prizes Awarded to the Number Stated in these Rules:**

In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent than the number of prizes offered in these Official Rules, Administrator and Sponsor reserves the right to award only the stated number of prizes through a random drawing from among those entrants who were notified, confirmed to be eligible and where applicable, took the required action(s) to claim the prize.

#### **Limitations of the Scope of Responsibility:**

The Released Parties are not responsible for:

- Any incorrect or inaccurate information either provided by entrants or caused by printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes;
- Technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections to the internet, social media platforms, in phone lines or network hardware or software;

- Unauthorized human intervention in any part of the Sweepstakes, including but not limited to the entry process;
- Technical or human error which may occur in the administration of the Sweepstakes, including but not limited to the processing of entries;
- Late, lost, undeliverable, damaged or stolen mail; delayed or misdirected entries or failure to receive entries due to limitation of third-party social network platforms;
- Entries that are erroneously deleted, lost or destroyed or corrupted. In this case, entrants sole remedy is to take the required actions to receive another entry(s) in the Sweepstakes, if it is possible; or
- Any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or to the receipt, use, inability to use or misuse of any prize.

## **Disputes:**

Except where prohibited, entrant agrees that:

- 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 Eastern District of Michigan or the appropriate Michigan State Court located in Oakland County, Michigan;
- 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
- 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 Sponsor in connection with the Sweepstakes, shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction) which would cause the application of the laws of any jurisdiction other than the State of Michigan.

## **Severability:**

If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then:

- The validity, legality and enforceability of such provision as applied to any other particular facts or circumstances and the other provisions of these Official Rules shall not in any way be affected or impaired thereby; and
- Such provision shall be enforced to the maximum extent possible.

In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with applicable law.

**Entrant's Personal Information:**

Information collected from entrants is subject to [Sponsor's Privacy Policy](#).

**Winner List:**

See this [winner list](#) for the Sweepstakes winners. The winner list will be posted after winner confirmation is complete.

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