Sam's Club
"What to Expect Twitter Chat" Sweepstakes
OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. Sweepstakes is open and offered only to legal residents of the 50 United States or Washington D.C., who are Twitter followers of @samsclub and @WhatToExpect, and who have the age of majority in their state of residence at the time of entry. All online entries have an equal chance of winning. Employees and their immediate families (parent, child, sibling or spouse) and/or household members of Sam's West, Inc. ("Sam's Club" or "Sponsor"), Rockfish Interactive Corporation, their respective parents, subsidiaries, affiliates, distributors, sales representatives, advertising and promotional agencies and any other persons or entities associated with this Sweepstakes (collectively, "Released Parties") are ineligible to enter or win. By participating, you agree to abide by and be bound by these Official Rules. Winning a prize is contingent upon fulfilling all of the requirements set forth herein. **Void in Puerto Rico and where prohibited by law.**

HOW TO ENTER ON TWITTER: Using your Twitter account, go to Sam's Club Twitter page to become a follower of Sam's Club http://twitter.com/#!/SamsClub and learn how to participate in the Sam's Club "What to Expect Twitter Chat" Sweepstakes (the "Theme") that will be held on Wednesday, March 14, 2012 from 12:00pm to 1:00pm("CDT"). All Sweepstakes entrants must be Twitter followers of @samsclub and @WhatToExpect in order to send or receive direct messages from @samsclub and @WhatToExpect on Twitter. By entering, you consent to allow the Sponsor to announce if you are a potential winner on Twitter, and if applicable, to direct message or call to notify you if you are potential winner.

The Sweepstakes begins at 12:00pm CDT and ends at 1:00pm CDT on March 14, 2012 ("Entry Period"). During the Entry Period, entrants can obtain one (1) Sweepstakes entry by participating in #HealthyMoms Twitter chat to learn about and discuss 'What to Expect!' (the "Theme"). Participation in the #HealthyMoms Twitter chat is defined as a tweet related to the Theme, during the Entry Period, with the inclusion of the hashtag, #HealthyMoms in a given tweet. **A retweet does not constitute participation within the Twitter chat, and thus, does not result in a Sweepstakes entry. Limit one (1) entry, per person, per Twitter handle.** Sponsor reserves the right to disqualify any person, Twitter handle or email address that submits more than maximum allowed entries. **Any Entrant found to be using multiple Twitter accounts to enter the Sweepstakes may be disqualified. In addition, Entrants must enter the Sweepstakes using a personally-registered Twitter handle. Any Entrant found to be using the Twitter handle of a group, company, or other association, may be disqualified.**

The Sponsor and Released Parties are not responsible for damaged, lost, late, misdirected, or incomplete Sweepstakes entries. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. By participating in this Sweepstakes, 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 Sweepstakes. 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 Sweepstakes 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. 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 Sweepstakes. All entrants specifically acknowledge and agree that Sam's Club may utilize information obtained from an entrant in order to contact entrant and/or to offer Sam's Club products or services.

INTERNET LIMITATIONS OF LIABILITY: If for any reason this Sweepstakes 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 Sweepstakes, 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 Sweepstakes in whole or in part, at any time, and award the 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. Released Parties 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 entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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 associated with the Twitter account 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.

DRAWING AND NOTIFICATION: All prize winners will be selected in a random drawing from among all eligible entries received. All prize drawings will be conducted on or about March 16, 2012, by American Sweepstakes & Promotions Co. Inc. (the "Administrator"), whose decisions are final and binding in all matters relating to this Sweepstakes. The prize winners will also be notified via Sam's Club Twitter page (http://twitter.com/#!/SamsClub). The potential winners will be asked to send a direct message to @samsclub and provide their mailing address in order to claim the prize. If a potential winner does not direct message @samsclub and cannot be reached within three (3) calendar days after the first attempt to contact him/her via direct message, the Sponsor may select an alternate potential winner in his/her place at random from the remaining eligible entries.

PRIZES: There will be one (1) Grand Prize and four (4) First Prizes awarded following the conclusion of the Entry Period. The Grand Prize winner, upon confirmation of eligibility, will receive the following prize package: Bounce a Bout, Ziploc® Meal Set, Head to Toe, Huggies® Diapers, Huggies® Wipes, Gerber® Melts, Gerber® Puffs, Gerber® Crunchies, Car Seat, Healthcare Bundle,

What To Expect, the First Years, and What To Expect, When You're Expecting. The Grand Prize package has an Approximate Retail Value ("ARV") of $337.

Each First Prize winner, upon confirmation of eligibility, will receive the following prize package: Ziploc® Meal Set, Head to Toe, Huggies® Diapers, Huggies® Wipes, Gerber® Melts, Gerber® Puffs, Gerber® Crunchies, Car Seat, Healthcare Bundle, What To Expect, the First Years, and What To Expect, When You're Expecting. Each First Prize package has an ARV of $287.

Total ARV of all prizes - $1,485. 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. Odds of winning will depend on the total number of eligible entries received.

PRIZE CONDITIONS: All prize winners will each be required to sign an Affidavit of Eligibility and Liability/Publicity Release to be returned within seven (7) days of written notification, or prize may be forfeited and an alternate winner selected. 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. All taxes, if applicable, are solely the responsibility of the winner.

GENERAL: By accepting one of the five Prizes, 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 RELEASED PARTIES, 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 SWEEPSTAKES 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 Sweepstakes 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: All information submitted by Entrants will be treated according to Sponsor's privacy policy, available at http://www.samsclub.com/privacy. By participating in the Sweepstakes 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 Sweepstakes 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 Sweepstakes, 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 prize winners, please send a self-addressed, stamped business size envelope, by April 5, 2012, to: ASC/Sam's Club "What to Expect Twitter Chat" Sweepstakes Winners List Request, 300 State St., Suite 402, Rochester, NY 14614.

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