

ALBERTSONS COMPANIES FOUNDATION FOOD BANK VOLUNTEER SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER THE SWEEPSTAKES. PURCHASE DOES NOT INCREASE YOUR ODDS OF WINNING

- PROMOTION PERIOD: The Albertsons Companies Foundation Food Bank Volunteer Sweepstakes (the "Sweepstakes") begins 9:00 AM Pacific Time ("PT") on August 1, 2024 and ends 11:59 PM PT on October 31, 2024 (the "Promotion Period").
- 2. ELIGIBILITY: The Sweepstakes is open to legal residents of the United States and the District of Columbia (excluding Albertsons United and Haggen divisions) who reside in states listed in Exhibit A in the Official ("Eligibility Area"), including associates of Albertsons Companies Foundation ("Sponsor") and Albertsons Companies Inc. (collectively referred to as "Albertsons Companies Associates") and their immediate family members (spouses, parents, children, and siblings and their spouses) and household members of each, who are eighteen (18) years of age and older at time of entry ("Participant"). Employees of Don Jagoda Associates, Inc. ("Administrator"), Catchafire Inc. and their respective parents, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional and judging agencies and the immediate family members (spouses, parents, children, and siblings and their spouses) and household members of each, who are not Albertsons Companies Associates are only eligible to win the Associate Prizes and all other eligible Participants (who are not Albertsons Companies Associates) ("Non-Associate Participants") are eligible to win the Grand Prize and First Prize. Void outside the Eligibility Area and where prohibited. For all states in the Albertsons United and Haggen divisions (that are ineligible to enter), see Exhibit A. All applicable federal, state and local laws and regulations apply.

3. HOW TO ENTER:

- During the Promotion Period, Participants can enter the Sweepstakes by visiting Randalls.com/volunteer, Vons.com/volunteer, Tomthumb.com/volunteer, Albertsons.com/volunteer, Acmemarkets.com/volunteer, Jewelosco.com/volunteer, Shaws.com/volunteer, Starmarket.com/volunteer, Pavilions.com/volunteer, Safeway.com/volunteer, Carrsqc.com/volunteer, Andronicos.com/volunteer, https://www.kingsfoodmarkets.com/volunteer or https://www.balduccis.com/volunteer (collectively the "Websites") and submitting the form to log their volunteer hours . Participants must first complete one (1) hour of volunteer time at a participating organization. Participants may earn one (1) entry into the Sweepstakes by searching for that participating organization and logging in one-hour of volunteer time and completing the online registration form ("Online Entry"). Albertsons Companies Associates must select (where indicated) that they are an Albertsons Companies Associate on the registration form in order to be entered into the Associates Prize random drawing only. Online Entries must be received by 11:59 PM PT on October 31, 2024 to be entered into the applicable Random Drawing.
- To receive an entry into the Sweepstakes drawing without volunteering, hand print your complete name, street address (no P.O. Boxes), city, state, ZIP code, date of birth (mm/dd/yyyy), phone number, valid email address (if you are an Albertsons Companies Associate then you must also include your employee ID) on a plain piece of 3" x 5" paper. Mail in a hand-addressed, business-size (#10) envelope with first-class postage affixed, to: Albertsons Companies Foundation Food Bank Volunteer Sweepstakes, P.O. Box 7999, Melville, NY 11775-7999 ("Mailed Entries"). All Mailed Entries must be postmarked by October 31, 2024 and received by November 6, 2024 to be included in the applicable Prize drawing.



Collectively, all Online Entries and Mailed Entries will collectively be referred to as "Entries" or an "Entry". Limit ten (10) Entry per person/email address regardless of method of Entry.

- 4. **RANDOM DRAWINGS:** One (1) Grand Prize winner and ten (10) First Prize winners will be selected in a random drawing on or about November 7, 2024 from among all eligible Entries received from all Non-Associate Participants. One (1) Grand Prize Associate Prize winner and nine (9) First Prize Associate Prize winners will be selected in a separate random drawing on or about November 7, 2024 from among all eligible Entries received from all eligible Entries received from Albertsons Companies Associates. Random Drawings will be conducted by Administrator whose decisions are final on all matters relating to the drawings. Odds of winning a prize ("**Prize**") are dependent upon the total number of eligible Entries received from each Participant pool during the Sweepstakes Period.
- 5. WINNER NOTIFICATIONS: Potential winners will be notified by mail/email/phone and may be asked to provide additional information so that the corresponding Prize, Prize documents or Prize instructions may be sent to them. Potential winners of a Prize valued at \$600 or more will be asked to provide additional information, so that a Declaration of Eligibility, and/or Release of Liability/Prize Acceptance Form and a Publicity Release (where lawful) ("Prize Documents") can be sent to the potential winners for completion. Prize Documents will be sent to the Participant's email address submitted at the time of registration. Potential winners of Prizes valued at \$600 or more will be required to sign and return Prize Documents via email within three (3) days of notification attempt or Prize may be forfeited and an alternate winner may be selected. First Prize winners' Prizes will be mailed to winners within 6-8 weeks after notification. Return of any Prize or Prize notification as undeliverable may result in disqualification of the potential winner and alternate Prize winner selection. All applicable federal, state and local taxes are the sole responsibility of winners. A 1099 tax statement will be filed with the IRS for Prizes valued at \$600 or more for the actual value of the Prizes.
- 6. PRIZES AND APPROXIMATE/ACTUAL RETAIL VALUES ("ARVs"): One (1) Grand Prizes: Groceries for a year awarded in the form of Albertsons Companies Gift Cards. (ARV: \$12,500 each). An additional \$5,000 donation will be made to a local Sponsor determined charity organization and/or Grand Prize winner will get to select from a predetermined list of charity organizations. Ten (10) First Prizes: A \$500 Albertsons Companies Gift Card. (ARV: \$500 each). An additional \$500 donation will be made to Sponsor determined local charity organization and/or each First Prize winner will get to select from a predetermined list of charity organization will be made to Sponsor determined local charity organization and/or each First Prize winner will get to select from a predetermined list of charity organizations. One (1) Grand Associate Prize: A cornhole set (ARV: \$200). Nine (9) First Associate Prizes: One (1) basket filled with sponsor-specified participating products and merchandise (ARV: \$100). Prizes are awarded "as is" with no warranty or guarantee, either express or implied. All applicable federal, state and local taxes are the sole responsibility of the Participant. Winners may not substitute, assign or transfer prize, but Sponsor reserves the right, at its sole discretion, to substitute a prize of comparable or greater value. Prizes are not redeemable for cash. Limit one (1) prize per person.
- 7. GENERAL RULES: By entering, Participants agree to be bound by these Official Rules ("Official Rules") and the decisions of the Administrator/Sponsor. The Sponsor reserves the right in its sole discretion to disqualify any individual that tampers or attempts to tamper with the Sweepstakes process or Websites; violates these Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Participants, by entering in the Sweepstakes, are responsible for maintaining the confidentiality of individual Account username and password and for restricting access to Participant's computer, and Participant agrees to accept responsibility for all activities that occur under Participant's username or password. In the event of a dispute as to the identity of a Participant, the authorized account holder of the email address used to enter or associated with Participant's Account will be deemed to be the Participant. "Authorized account holder" of an email address is defined as the natural person who is assigned to an email address by an Internet Access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Neither the Sponsor nor Administrator nor Catchafire nor their respective parents, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional and judging agencies (collectively, "Released Parties") assume any responsibility for any issues with Entries/Sweepstakes including



technical malfunctions, human or technical error, printing errors, illegible or postage-due Mailed Entries, lost/delayed/garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer line or network, computer equipment, software, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive Entries or otherwise not in compliance with these Official Rules or any combination thereof. In the event this Sweepstakes is compromised or becomes technically corrupted in any way, electronically or otherwise, the Sponsor reserves the right to cancel, terminate or suspend the Sweepstakes. In the event the Sweepstakes is cancelled, terminated or suspended for any reason, Sponsor, at its sole discretion, reserves the right to award the prizes from among all eligible Entries received for each Participant pool prior to cancellation. Sponsor, Administrator and other Released Parties shall have no liability or responsibility for any claim arising in connection with participation in the Sweepstakes. Participants assume all liability for any injury or damage caused by entering the Sweepstakes. By entering this Sweepstakes, Participants agree to indemnify, defend, release and hold harmless Sponsor, Administrator and the other Released Parties from and against any and all liability, losses, damages, rights, claims or causes of actions of any kind whatsoever (however named or described) resulting from or arising out of entering in this Sweepstakes, including, without limitation, for injuries, damages or losses to persons and property (up to and including death) which may be sustained in connection with the acceptance, possession, receipt, ownership, use or misuse of the Prizes. By entering this Sweepstakes, Participants hereby represent and warrant that Participant has read these Official Rules and is fully familiar with its contents.

- 8. DISPUTES: BY ENTERING IN THE SWEEPSTAKES, PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) PARTICIPANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU. Except where prohibited, Sponsor reserves the right to make all decisions in its sole discretion arising out of or relating to the Sweepstakes, and the decisions by Sponsor are final and binding on all matters relating to the Sweepstakes. By entering in the Sweepstakes, Participant agrees that: (a) any and all disputes, claims and causes of action arising out of, or connected with the Sweepstakes shall be resolved exclusively by the appropriate court located in the State of California. 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 United States of America and the State of California, without giving effect to any choice of law or conflict of law rules (whether of the laws of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of California.
- PRIVACY: Any personal information that you provide in connection with the Sweepstakes shall be used by Sponsor and Administrator to administer this Sweepstakes, contact Participants, and for the other purposes set forth in the Sponsor's privacy policy located at <u>https://www.albertsonscompanies.com/policies-anddisclosures/privacy-policy/default.aspx</u>.
- WINNERS LIST: For the names of the winners ("Winners List"), available for ninety (60) days after November 7, 2024, send an email to: <u>Winners@dja.com</u> with "The Albertsons Companies Foundation Food Bank Volunteer Sweepstakes 18-2513-66" as the subject line. Winners List will be sent after the prizes have been awarded.



11. **SPONSOR/ADMINISTRATOR**: The Sponsor of this Sweepstakes is Albertsons Companies Foundation, 11555 Dublin Canyon Rd., Pleasanton, CA 94588. The Administrator of this Sweepstakes is Don Jagoda Associates, 100 Marcus Drive, Melville, NY 11747.

EXHIBIT A: All States that are eligible to participate are: Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Hawaii, Idaho, Illinois, Indiana, Iowa, Louisiana, Maine, Maryland, Massachusetts, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Dakota, Oregon, Pennsylvania, Rhode Island, South Dakota, Texas, Utah, Vermont, Virginia, Washington and Wyoming.

All states that are ineligible to participate based on being included in the Albertsons United and Haggen divisions are: Alabama, Florida, Georgia, Kansas, Kentucky, Michigan, Minnesota, Missouri, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, West Virgina, and Wisconsin.