

**TONY'S FRESH MARKET LOTERIA SWEEPSTAKES  
OFFICIAL RULES, PARTICIPATION AGREEMENT,  
AND PRIVACY NOTICE ("OFFICIAL RULES")**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO PLAY OR WIN A PRIZE IN THE TONY'S FRESH MARKET LOTERIA SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

**PARTICIPATION IN THE SWEEPSTAKES CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE OFFICIAL RULES. THESE OFFICIAL RULES ARE SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 167, BELOW.**

1. **SWEEPSTAKES DESCRIPTION:** The Tony's Fresh Market Loteria Sweepstakes ("**Sweepstakes**") is, in part, a scratch-off game which consists of an in-store or mail in scratch-off game cards ("**Scratcher Card**") and virtual games consisting of up to fifty nine (59) Semi-Finalists (further defined below) to play a revised version of the classic Mexican bingo, otherwise known as "**Loteria.**" Semi-Finalists will play in the Semi-Finals (further defined below) to determine three (3) Grand Prize Winners (further defined below). Internet access, an Internet-capable device and a valid e-mail address are required to participate in Game Play (further defined below), additionally, a video conferencing account is also required to participate in the Semi-Finals. There is no charge to sign up for an e-mail account and for a video conferencing account. The video conference system to be used will be announced at a later date. The Sweepstakes are governed by these Official Rules and Privacy Policy (<https://www.tonysfreshmarket.com/privacy-policy>). Participation in the Sweepstakes constitutes your agreement to be bound by these Official Rules and constitutes your acceptance of your information being collected and used in accordance with Sponsor's Privacy Policy.

2. **SWEEPSTAKES PERIOD:** The Scratcher Card portion of the Sweepstakes will begin on June 19, 2024, at 08:00:00 AM Central Daylight Time ("**CDT,**") and will end on August 13, 2024, at 11:59:59 PM CDT (collectively, the "**Sweepstakes Period.**") Sponsor's computer is the official time-keeping device for the Sweepstakes. A day is the 24-hour period beginning at 12:00:00 a.m. and ending that same day the following at 11:59:59 p.m. (a "**Day**"). The Semi-Finals is expected to take place from September 17, 2024, to September 26, 2024 ("**Semi-Finals,**") and the Grand Prize Winners will be determined on or around October 2, 2024 ("**Grand Prize Round**").

3. **SPONSOR:** All references to "**Tony's Fresh Market**" or "**Sponsor**" shall refer to Tony's Finer Foods Enterprises, LLC, 1200 Bryn Mawr, Itasca, IL 60143. All references to "**Administrator**" shall refer to Stellar Jones Inc. dba Stellar Marketing Solutions. All references to "**Gamification Provider**" shall refer to TPG Rewards, Inc.

4. **WHO IS ELIGIBLE TO PLAY/WIN:** The Sweepstakes is open only to residents of Illinois who reside within a twenty-five (25) miles radius of a Tony's Fresh Market supermarket location (the "**Sweepstakes Area**") that are United States citizens or legal residents

and at least twenty-one (21) years of age and older as of June 19, 2024 (“**Participant**”). Employees of (i) Tony’s Fresh Market, (ii) Stellar Jones Inc. dba Stellar Marketing Solutions, (iii) TPG Rewards, Inc., (iv) employees or agents of any parties providing a prize for the Sweepstakes (“**Promotion Parties Employees**”) or (v) any entities retained by Sponsor to assist in the administration or promotion of the Sweepstakes (“**Vendors**,”) and each of their respective affiliates and subsidiaries, and members of such employees’ immediate family or persons living in the same household as such employees (collectively “**Promotion Parties**”) are not eligible to enter or win the Sweepstakes. The foregoing eligibility requirements are void where prohibited by law.

All Participants must have access to Internet, an Internet-capable device and a valid e-mail address to participate in this Sweepstakes. To participate in the Semi-Finals, Semi-Finalist must also have a video conferencing account. Standard data charges may apply if participating through a mobile device. Data rates may apply for each message sent or received from a device according to the terms and conditions of Participant’s service agreement with their wireless carrier if accessing or entering the Sweepstakes through a mobile device. Other charges may apply and may appear on a mobile phone bill or be deducted from a prepaid account balance. Wireless carriers’ rate plans may vary, and Participants are encouraged to contact their wireless carrier for more information on messaging rate plans and charges relating to the participation and entry in the Sweepstakes. Mobile device service may not be available in all areas. Sponsor, Administrator, Gamification Provider, Promotion Parties and Vendors are not responsible for any charges incurred by Participant.

The decisions of the Sponsor shall be final and binding with respect to all aspects of the Sweepstakes. Winning any prize requires that the Potential Winner (further defined below) of the prize is, and remains, in compliance with these Official Rules. Unless a Participant is verified to be eligible and in compliance with these Official Rules, the Participant is, and will remain, a “**Potential Winner**,” unless the Potential Winner is (i) determined eligible to participate in the Semi-Finals or receive the applicable prize, (ii) disqualified for not complying with the Official Rules and/or (iii) determined ineligible to participate in the Semi-Finals or receive the applicable prize (*see* Section 7). Sponsor reserves the right to disqualify any Potential Winner who Sponsor, in its sole discretion, determines is not permitted by law to receive a prize or has not complied with the Official Rules.

5. **HOW TO PLAY DURING SWEEPSTAKES PERIOD:** No purchase or payment is required to play or win in the Sweepstakes, and a purchase does not increase your odds of winning. Participating in this Sweepstakes does not guarantee winning. During the Sweepstakes Period, a Scratcher Card will contain one game code (“**Code**”) to submit in the Online Sweepstakes (“**Game Play**”) at [www.tonysloteria.com](http://www.tonysloteria.com) (“**Sweepstakes Site**”) during the period beginning on June 19, 2024, at 08:00:00 AM Central Daylight Time (“**CDT**,”) and ending on August 16, 2024, at 11:59:59 PM CDT (collectively, the “**Game Play Period**.”). Submitting a Code through the Sweepstakes Site during the Game Play Period will afford Participants additional opportunities to win (see below for additional details). Participants are encouraged to scratch the relevant portions of the Scratcher Card to reveal the Code for Game Play. Scratcher Cards can be obtained as follows, *while supplies last*: (1) with purchase, as detailed in subsection 5(a)(i), below, and (2) without purchase, as detailed in subsection 5(a)(ii), below. The methods for obtaining Scratcher Cards as detailed in these Official Rules are the only legitimate channels

(“**Legitimate Channels**”) for obtaining them. The purchase, sale, procurement, trading or barter of a Scratcher Card by any other method, does not constitute Legitimate Channels and are expressly prohibited.

**(a) How to obtain a game piece:**

(i) **With purchase:** Customers with in-store purchases of one (1) or more “qualifying products” at Participating Stores are qualified to participate. A list of qualifying products can be found here: [www.tonysfreshmarket.com/loteria](http://www.tonysfreshmarket.com/loteria). Customers making in-store register purchases of one (1) or more “qualifying products” will be provided a Scratcher Card at the register after payment. For self-checkout purchases containing qualifying products, a notification will be printed on the purchase receipt directing customers to Customer Service to obtain their Scratcher Card. Limit one (1) Scratcher Card per transaction per day. Online purchases, including, but not limited to, purchases made through Uber Eats, DoorDash, GetUpside, Amazon, Shipt, Instacart or other online merchants are ***not*** a Legitimate Channel for obtaining a Scratcher Card and, therefore, will not receive a Scratcher Card game piece. ***Supplies are limited.***

(ii) **Without purchase (alternative method of entry (“AMOE”)):** A Participant can request a Scratcher Card without buying any items at the Sponsor by mailing a legibly handwritten, self-addressed, stamped #10 business envelope (“**SASE**”) with sufficient postage and a return address, including first and last name, street address, city, state and ZIP code to: Tony’s Fresh Market Loteria P.O. Box 6407, Garden Grove, California 92846 (“**Mail-in Request**”). Limit one (1) Scratcher Card will be mailed in response to each Mail-in Request that complies with the requirements of these Official Rules, ***while supplies last.*** Mail-in Requests, including both outer envelope and SASE, must be handwritten. Outer envelope must include a return address in the upper left-hand corner that matches the requestor’s street address, and must be postmarked no sooner than June 19, 2024, and postmarked no later than August 2, 2024, to be eligible. Limit one Scratcher Card request per each complying Mail-in Request. Any Mail-in Request that is sent in business reply envelopes, that utilize address labels or stickers (for any address), that are photocopied, hand-stamped, computer-generated or otherwise mechanically or digitally produced or reproduced, or that are not mailed in separate outer stamped mailing envelopes, or that otherwise fail to comply with these Official Rules, will not be honored, acknowledged or returned, and the persons submitting such requests will forfeit any participation.

**(b) How to win a prize:**

(i) Participants have several opportunities to win a prize throughout the Sweepstakes and some prizes will be made available at random times throughout the Sweepstakes. A Participant’s Scratcher Card may present one of the following opportunities: (i) an Instant Prize as well as a Code for Game Play,

affording a Participant a chance to win a Mid-Size Prize (further described below) or to be selected as a Semi-Finalist (“**Semi-Finalists**”); or (ii) a Code for Game Play, affording a Participant a chance to win a Mid-Size Prize or for a chance to qualify as a Semi-Finalist. Not every Scratcher Card will award a prize (*see* Section 7 for odds of winning).

(A) Instant Win Prize: Some Scratcher Card pieces will award an “**Instant Win Prize**.” If the Scratcher Card contains an Instant Win Prize, the Scratcher Card will describe the redeeming product. Instant Win Prizes are redeemable at the cash register or checkout lane at any Participating Store on the Participant’s future visit no later than August 16, 2024. At time of redemption, dependent on jurisdiction, Participant shall be responsible for additional payment of taxes. Prior to Instant Win Prize redemption, Instant Win Prize winners are encouraged to register their Code through the Sweepstakes Site for a chance to become a Semi-Finalist or win a Mid-Size Prize.

(B) Mid-Size Prizes: For a chance to win a Mid-Size Prize, the qualifying Code on the front of the Scratcher Card must be registered at the Sweepstakes Site during the Game Play Period. During the Sweepstakes Period, Participants will have the opportunity to register only one (1) Code once per Day and shall not submit their Code more than once in a Day or to register the same Code more than once during the Sweepstakes Period. Potential Winners for Mid-Size Prizes will be selected randomly online by a time-based algorithm throughout the Sweepstakes Period. A Participant’s Game Play must have occurred at the exact, randomly selected, predetermined winning time as identified by Sponsor and/or Administrator. If a Game Play does not occur at the exact, randomly predetermined winning time, then the next Participant’s Game Play to occur after that time will be deemed a Potential Winner. If the number of Participants playing does not meet the total number of predetermined winners per Day, the prize(s) that have not been awarded shall be forfeited and shall not roll over to the next Day. Potential winners for Mid-Size Prizes will be notified by e-mail or phone within forty-eight (48) hours after they are determined a Potential Winner by Sponsor. For each Day during the Sweepstakes Period, it is planned that two (2) Participants will each be awarded one (1) Mid-Size Prize.

(C) Semi-Finalist Prizes: Up to fifty nine (59) Semi-Finalists will be eligible to participate in the Semi-Finals for a chance to win one of the Grand Prizes (further defined below). For a chance to become a Semi-Finalist, Participants must enter their Game Code during the Sweepstakes Period. Potential Semi-Finalists shall be notified by e-mail or phone within forty-eight (48) hours after they are determined a potential Semi-Finalist by Sponsor. A Participant’s Game Play must have occurred at the exact, randomly selected, predetermined winning time as identified by

Sponsor and/or Administrator. If a Game Play does not occur at the exact, randomly predetermined winning time, then the next Participant's Game Play to occur after that time will be deemed a potential Semi-Finalist. For each Day during the Sweepstakes Period, it is planned that at least one (1) Participant will be selected as a Semi-Finalist. If the number of Participants playing does not meet the total number of predetermined Semi-Finalists per Day, the outstanding number of Semi-Finalists for that Day shall be forfeited and shall not roll over to the next Day.

Once a Participant's eligibility has been determined by Administrator and/or Sponsor, Semi-Finalists will have the opportunity to participate in the Semi-Finals Period. If a Participant is deemed ineligible, Sponsor may, at its discretion, choose not to select another Participant. Once all Semi-Finalists have been selected, Sponsor will mail one (1) \$100.00 gift card and a Loteria game board ("**Board**"), to be used during the Semi-Finals, delivered only to the address of each Semi-Finalist as provided by the Semi-Finalist through the Sweepstakes Site.

The Semi-Finals will be hosted via video conferencing software from September 17, 2024 – September 26, 2024 for a chance to become a Grand Prize finalist ("**Finalist**"). The video conferencing software to be used will be announced on or before October 2, 2024. The Semi-Finalists will be randomly divided. Up to six (6) Finalists may be selected for a chance to play in the final round ("**Grand Prize Round**"). Three (3) winners will be selected from the Grand Prize Round.

Loteria shall be played with each Semi-Finalists' unique Board, and Semi-Finalists mark spots on their Board with a token or marking. The aim is to fill the board before all the other Semi-Finalists. Sponsor, Administrator or an agent authorized by Sponsor will be the card announcer and will randomly pull illustrated cards from a deck of cards. Semi-Finalists must locate the card announced and, if present on their Board, mark it. As soon as a Semi-Finalist completes their Board, he/she is required to shout, "Loteria," and is declared a Potential Winner ("**Loteria Rules**"). In the event of a tie, the Semi-Finalists or Finalists, as the case may be, who tie shall play an additional round of Loteria until a winner is determined.

(A) Grand Prize: The Grand Prize Round will consist of up to eight (8) Finalists who will play one (1) round of Loteria on October 2, 2024 via video conferencing software, for a chance to win one of the three (3) Grand Prizes. The Grand Prize Round will be played according to the Loteria Rules. Boards will be randomly distributed among the Finalists. During the Grand Prize Round, the first three (3) Finalists who successfully mark all the spots on their Board shall be the "**Grand Prize Winners.**" The first Finalist to win the Grand Prize Round will receive a

check in the amount of \$25,000.00 (twenty five thousand dollars and zero cents). The second Finalist will receive a check in the amount of \$10,000 (ten thousand dollars and zero cents). The Third Finalist will receive one (1) year of groceries (\$5,200.00 value) at Sponsor's supermarket locations in the form of a gift card. The Grand Prize Winners will be asked to collect their Grand Prizes at a select Sponsor location upon completion of all necessary verification and redemption and claim requirements as specified in these Official Rules. In the event of a tie, Finalists who tie shall play an additional round of Loteria until a first place, second place and/or third place Grand Prize Winner is determined.

6. **PRIZES AND ODDS:** Odds are based on Scratcher Cards, with most prizes consisting of Instant Win prizes (*see* Section 7, below). Potential winning Scratcher Cards are planned to be distributed on a random basis for an estimated four hundred fifty thousand (450,000) total Scratcher Cards. A winning Scratcher Card may reveal either (1) an Instant Win Prize and accompanying Code, or (2) a Code to submit through the Sweepstakes Site for a chance to win a Mid-Size Prize or to become a Semi-Finalist.

(a) It is planned that Instant Prizes will include food and retail items and have approximate retail values ranging from \$0.99 to \$5.99. It is planned that approximately 89,823 Instant Prizes will be distributed between June 19 to August 13, 2024. The odds of winning an Instant Prize are approximately 1 in 5.

(b) It is planned that Mid-Size Prizes will consist of home goods that may include, but are not limited to, small electronics, gift cards or kitchen supplies and/or appliances, and have approximate retail values ranging from \$80.00 to \$500.00. It is planned that approximately 118 Mid-Size Prizes will be distributed between June 19 to August 16, 2024. The odds of winning a Mid-Size Prize are approximately 1 in 3,814.

(c) It is planned that 59 Semi-Final prizes are awarded to all Semi-Finalists. Semi-Finalists will receive one Board and one gift card with an approximate retail value of \$100.00. It is planned that no more than 59 Semi-Final prizes will be distributed. The odds of becoming a Semi-Finalist are 1 in 7,627.

(d) It is planned that there will be three (3) Grand Prizes distributed, each separately distributed to three (3) Grand Prize Winners. The third-place winner will receive "Groceries for a Year" in the form of a gift card, containing a value of \$5,200.00, redeemable only at Sponsor's locations. The retail value of Groceries for a Year is approximately \$5,200.00, calculated on a weekly basis of \$100.00 per week. The odds of winning Groceries for a Year are approximately 1 in 450,000. The first-place winner will receive a check for the amount of \$25,000.00. The second-place winner will receive a check for the amount of \$10,000. Groceries for a Year, \$25,000.00 check and the \$10,000 check shall collectively be referred to as the "**Grand Prizes.**" The odds of winning one (1) Grand Prize is approximately 1 in 450,000.

All details of prizes will be determined by Sponsor in its sole and absolute discretion. Sponsor reserves the right to substitute a similar prize (or Prize Package element) of comparable or

greater value for any reason at its sole and absolute discretion. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of prize are the sole responsibility of the Prize Winners (further defined below). Prizes cannot be transferred, exchanged, refunded or redeemed for cash and is valid only for the items detailed above, with no substitution of prize.

7. **TRANSFERS:** The transfer of Scratcher Cards by an ineligible person to an eligible person is strictly prohibited.

8. **PRIZE CLAIM/REDEMPTION REQUIREMENTS AND VERIFICATION:**

(a) **To Claim an Instant Prize:** Instant Prizes are redeemable at a register and/or checkout lane at any participating Tony's Fresh Market supermarket upon the Participant's future visit. Winners will be required to submit their winning Scratcher Card for prize redemption no later than August 16, 2024.

(b) **To Claim Mid-Size Prizes or Grand Prizes:** The information submitted through the Online Sweepstakes Site and/or Prize Claim Documents shall be considered true and correct, and Sponsor will use the information submitted by the Participant to contact a Potential Winner of a Mid-Size Prize or Grand Prize. Potential Winners will be contacted by e-mail or phone with further instructions on redemption, including an electronic website link to the Prize Claim Documents to be completed by a Potential Winner. All Prize Claim Documents must be submitted through the website link . Mid-Size Prizes should be fulfilled by September 27. Semi-Final prizes should be fulfilled by October 17, The Final Prize must be redeemed by October 23. Prize Claim Documents submitted by Potential Winners shall become the sole property of Sponsor and will not be returned unless otherwise required by applicable law(s).

(c) **Verification:** All Potential Winners are subject to verification by Sponsor, whose decisions are final and binding in all matters related to the Sweepstakes. A Potential Winner is not a winner of any prize, even if the Scratcher Card or Online Sweepstakes game should indicate, unless and until Participant's eligibility and Scratcher Card have been verified, including completion of Prize Claim Documents to Sponsor's satisfaction, and Potential Winner has been notified that verification is complete. Prize Claim Documents are subject to verification. Sponsor will not accept screen shots or other evidence of winning Scratcher Cards in lieu of its validation process. Once a Potential Winner has successfully verified their eligibility and submitted all required Prize Claim Documents, they will become an eligible prize winner ("**Prize Winner**"). Sponsor reserves the right, at its sole discretion, to disqualify any Participant from this Sweepstakes or any other promotion conducted now or in the future by Sponsor (and any of its affiliates and subsidiaries) if Sponsor reasonably determines that the Sweepstakes process has been tampered with, there is an attempt to circumvent the terms of these Official Rules or fraudulent acts or misconduct has affected the integrity or fair conduct of this Sweepstakes by said Participant. In the event of non-compliance by a Prize Winner to these Official Rules or claim and verification requirements, or if prize is returned as non-deliverable, the prize will be forfeited. If a Prize Winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and Sponsor will have no further obligation with respect to that prize or portion of the prize. The risk of loss for any prizes delivered by Sponsor or Administrator to a Prize Winner shall pass to the Prize Winner upon a carrier's delivery of the prize(s) to Prize Winner's address. Sponsor and Administrator shall be

not liable for prizes that are lost, stolen, destroyed, tampered with or otherwise unusable by Prize Winner after carrier delivers the prize(s) to winner's address. In the event a prize is damaged in transit due to a carrier's negligence, Prize Winner shall have three (3) calendar Days to notify Sponsor of such damage. Upon receipt of Prize Winner's notification, Sponsor may, in its sole discretion, elect to replace the damaged prize with a substitute prize of equal or lesser value.

(d) **Deadline:** All Instant Win Prizes must be claimed by August 16, 2024. Mid-Size Prizes should be fulfilled by September 27, Semi-Final should be fulfilled by October 17, The Final Prize must be redeemed by October 23. Unclaimed prizes shall be forfeited.

(e) **Releases:** Each Prize Winner may be required to participate in the prize fulfillment process and sign documents, such as a release, including a valid form of a US government-issued identification, to claim the prize. Potential Winners may be required to provide his/her valid Social Security Number to Sponsor for tax purposes and/or complete an IRS W-9 form in order to claim the prize. As a condition of receiving a prize, a Potential Winner may be required to complete, sign and have notarized an affidavit of eligibility, a liability release or similar documents as outlined by Sponsor and except where prohibited by law, a publicity release (all documents, releases, waivers and any other forms requested to be completed by Potential Winner throughout the Sweepstakes shall collectively be referred to as "**Prize Claim Documents.**") Prize Claim Documents must be returned via electronic website link within three (3) business Days upon Potential Winner's receipt of said documents. Sponsor and Administrator are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind or insufficient space in a participant's e-mail account to receive e-mail messages. Sponsor and Administrator disclaim any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, this Sweepstakes and reserve the right, at their sole discretion, to modify, cancel, terminate or suspend this Sweepstakes should any virus, bug, technical failure, unauthorized human intervention or other cause beyond Sponsor or Administrator's control, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes. Failure of a Prize Winner to timely sign and return any required documents or the return of any prize or prize notification as undeliverable, or failure of the Prize Winner to claim the prize or to comply with any term or condition of these Official Rules, may result in disqualification or the forfeiture of his or her interest in the prize.

(f) **Permissions:** Acceptance of a prize offered constitutes express permission to use winner's name, biographical information and/or likeness for purposes of advertising and promotion without further compensation as permitted by law and constitutes permission to disclose Prize Winner's name where required.

9. **GENERAL PRIZE RESTRICTIONS:** Prizes not claimed or forfeited may not be awarded at Sponsor's sole discretion. All details and other restrictions of prizes not set forth in these Official Rules will be determined by Sponsor in its sole discretion and will be provided to the applicable Prize Winner upon award of the prize. Prizes will be delivered only to the address provided therein the Prize Claim Documents as completed by the Potential Winner. The verification of any prize valued at \$600 or more will require the Potential Winner to submit their social security number and the Sponsor to report to the IRS, if necessary. All taxes (including,



without limitation, federal, state and/or local income taxes) on or connected with any prize, and the reporting consequences thereof, are solely the responsibility of respective Prize Winners.

All Prize Claim Documents received after the applicable redemption deadline stated in the Prize Claim Documents or delivered in a manner not stated herein these Official Rules shall be deemed VOID and will be ineligible for prizes. Prize Claim Documents that are complete and duly submitted online by the deadline stated in the Prize notification email will be verified by Sponsor, Administrator or an agent duly authorized by Sponsor. After the Prize Claim Documents are received and verified, each Prize Winner will be notified by regular mail, telephone or e-mail. If any Potential Winner fails or refuses to (1) properly sign, fully complete and timely return all Prize Claim Documents by the redemption deadline, or (2) if the Prize Claim Documents or a prize is returned as unclaimed or undeliverable to any Potential Winner, such Potential Winner will be disqualified and/or otherwise forfeit their prize. If a Potential Winner makes any false statement in any Prize Claim Document, the prize will be forfeited. The submission of Prize Claim Documents is solely the responsibility of each Potential Winner. If any Potential Winner declines a prize, is found to be ineligible or fails to comply with these Official Rules, such Potential Winner will be disqualified and will forfeit the prize and all rights to the prize they otherwise might have received. As a result, Participants must return their completed Prize Claim Document via website link. Potential Winners may request to submit their Prize Claim Documents, using the U.S. Postal Service or, if applicable, to Tony's Fresh Market Loteria, P.O. Box 6407, Garden Grove, CA 92846, only upon Sponsor's prior, written consent. In the event Sponsor consents to a Potential Winner's request to mail the Prize Claim Documents, it is strongly recommended that Potential Winners retain a photocopy of all Prize Claim Documents submitted, and send the submission using Registered, Certified or Express Mail with confirmation of delivery. Proof of mailing does not constitute proof of delivery. Sponsor is not responsible for undelivered or lost in transit Prize Claim Documents.

10. **CANCELLATION; MODIFICATION:** Sponsor reserves the right to cancel or modify this Sweepstakes, including these Official Rules, in a manner it deems appropriate or in the event there is any suspected evidence of tampering with any portion of the Sweepstakes, or if technical difficulties (including viruses and bugs) compromise the integrity of the Sweepstakes, or any other problem or issue that prevents the Sweepstakes from running as planned. Any such modification will be posted here.

11. **WINNERS LIST:** For the names of the Prize Winners, available after October 28, 2024, send a self-addressed, stamped envelope to: Tony's Finer Foods Enterprises, LLC, 1200 Bryn Mawr, Itasca, IL 60143

12. **PRIVACY NOTICE:** By participating in the Sweepstakes, Participants consent to the Sponsor's use of their personal information submitted or collected in connection with the Sweepstakes in accordance with and subject to the terms of the Sponsor's Privacy Policy, available at <https://www.tonysfreshmarket.com/privacy-policy>, which is incorporated by reference as if re-stated in full herein.

13. **RELEASES AND LIMITATION OF LIABILITY:** By participating in this Sweepstakes, Participant waives all rights to, and releases and holds Sponsor, Administrator,

Gamification Provider, the Promotion Parties, Participating Stores, Vendors, Microsoft Corporation, and each of their affiliated, parent or subsidiary companies, and each of its respective employees, officers, directors, agents, representatives, owners, managers (collectively, “**Released Parties**”) harmless from, any claim, liability, loss, damage (including punitive, incidental, and consequential damages), personal injury (including death), property damage (including personal or real property) or expense (including attorneys’ fees) arising out of or in connection with participation in the Sweepstakes, the selection of winners, or the acceptance, use or misuse of any prize. Sponsor and Promotion Parties will not be responsible for late, incomplete or incorrect entries; Participants’ failure to receive communications regarding the Sweepstakes due to the provision of incorrect or non-functioning contact information; technical malfunctions; human error in processing the Scratcher Card game pieces; or any typographical, technological or other error in the publishing of the offer, administration of the Sweepstakes or announcement of the prizes.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Microsoft Corporation.

14. **DISCLAIMER OF WARRANTIES:** The Sponsor makes no warranties, and thereby disclaims any and all warranties, express or implied, concerning any prize in connection with the Sweepstakes. Without limiting the generality of the foregoing, such prizes are provided “AS IS” without warranty of any kind, either expressed or implied, by the Sponsor, its Vendors, and the Promotion Parties hereby disclaim all such warranties, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and/or non-infringement.

15. **CHOICE OF LAW:** Participant agrees that all matter arising out of or relating to this Sweepstakes, these Official Rules and the Privacy Notice, are governed by, and construed in accordance with, the law of the state of Illinois, United States, without reference to the choice of law principles thereof.

16. **MANDATORY ARBITRATION:** As a condition of participating in this Sweepstakes, except where prohibited by law, Participant agrees that any dispute, claim or controversy arising out of or relating to the Sweepstakes, the award of a prize, or the breach, termination, enforcement, interpretation or validity of the Official Rules, shall be submitted to and determined by JAMS exclusively on an individual, non-class basis pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. For the avoidance of doubt, Participant agrees that any and all disputes, claims and causes of action arising out of or related to this Sweepstakes or any prize awarded shall be resolved individually and not in the form of any class action or other form of representative action. Participant agrees that, as a condition of participating in this Sweepstakes, Participant waives any right to bring any action arising from or related to the Sweepstakes or the award of a prize as a class or other representative action.

The arbitration shall be held in DuPage County, Illinois, before a single arbitrator, who shall be an attorney at law and an experienced commercial and contract law arbitrator. The Sponsor shall bear the cost of the arbitration, including the compensation of the Arbitrator and all administrative expenses. The parties may be represented by their own attorneys in the arbitration

proceeding and, except as may otherwise be required by law, shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator.

The Arbitrator shall have the power to award all legal relief available in a court of law, including any and all damages that may be available for any of the claims asserted, provided, however, that the arbitrator may not award any incidental, indirect, or consequential damages, including damages for lost profits, or any other relief waived under this Agreement. In addition, each of the parties shall retain all defenses that they would have in a judicial proceeding, including defenses based on the expiration of the statute of limitations and that the damages being sought are not authorized or are excessive.

The Arbitrator shall render a written award within thirty (30) Days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the parties. Judgment on the award may be entered in any court having jurisdiction. This provision, however, shall not preclude the parties hereto from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction, including preliminary injunctive relief.

17. **VOID WHERE PROHIBITED:** The Sweepstakes is void where prohibited. All federal, state, and local laws apply to the Sweepstakes. Decisions regarding all matters relating to the Sweepstakes that are not addressed in these Official Rules shall be made by Sponsor in its sole and absolute discretion, and each Participant agrees that all such decisions shall be binding and final. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes at Sponsors' sole and absolute discretion. Sponsor reserves the right to permanently disqualify from any promotion any person they believe has intentionally violated these Official Rules. Questions regarding the Sweepstakes should be directed to: [info@stellar-marketing.net](mailto:info@stellar-marketing.net).