



**THE BIG GAME SWEEPSTAKES  
OFFICIAL RULES AND PRIVACY NOTICE**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THE BIG GAME SWEEPSTAKES (“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 12, BELOW.**

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins January 24, 2024, at 08:00 AM Central Standard Time (“CST”) for all Participants and will end on February 11, 2024, at 12:00 PM CST (“Sweepstakes Period”). Tony’s Finer Foods Enterprises, LLC (“Sponsor” or “Tony’s”) computer is the official time-keeping device for the Sweepstakes and Sweepstakes Period.
- 2. ENTERING THE SWEEPSTAKES:** During the Sweepstakes Period, Participants must go to [www.tonysfreshmarket.com/big-game-sweepstakes](http://www.tonysfreshmarket.com/big-game-sweepstakes) to enter into the Sweepstakes and follow the on-screen entry instructions for completion of entry. To qualify, fill in all required information at [www.tonysfreshmarket.com/big-game-sweepstakes](http://www.tonysfreshmarket.com/big-game-sweepstakes). Participants may enter only once during the Sweepstakes Period. No more than one (1) entry per person is permitted. Use of any robotic, automatic, programmed or similar entry method, or entering more than once, including the use of multiple email addresses, identities or devices, shall void all of the Participant’s entries and result in disqualification from this Sweepstakes. By entering this Sweepstakes, Participants accept and agree to these Official Rules, the Privacy Notice (<https://www.tonysfreshmarket.com/privacy-policy>) and the decisions of Sponsor, which shall be final in all matters.
- 3. ELIGIBILITY:** This Sweepstakes is open to any residents of Illinois who reside within a twenty-five (25) mile radius of a Tony’s supermarket location, are United States citizens or legal residents, and at least eighteen (18) years of age or older as of the commencement of the Sweepstakes Period. Employees of Tony’s Finer Foods Enterprises, LLC, Heritage Grocers Group, LLC and each of their subsidiaries (collectively “**Promotion Parties**”), and members of such employees’ immediate family or persons living in the same household as such employees are not eligible for entry into this Sweepstakes. The foregoing eligibility requirements are void where prohibited.
- 4. PRIZES:** A total of two (2) winning Participants (“Winners”) will be selected for this Sweepstakes. Each Winner will receive two prizes: one (1) Tony’s gift card with an approximate retail value (“**ARV**”) of \$200.00 (two hundred dollars) and one (1) Insignia 55” Smart TV with an **ARV** of \$289.99 (two hundred and eighty-nine dollars and ninety-nine cents). Each Winner is expected to receive a total **ARV** of \$489.99 (four hundred and eighty-nine dollars and ninety-nine cents). **Total ARV of all prizes expected to be issued: \$979.98 (nine hundred and seventy-nine dollars and ninety-eight cents)**. No substitution or transfer of prizes are permitted by the Winner. Sponsor reserves the right to substitute a prize of equal or greater value at any time.

All prizes will be awarded “AS IS” and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). All prizes will be awarded. If a potential Winner is not eligible to receive a prize for any reason, including as described in Section 5, Sponsor may, but shall not be required to, choose to award the applicable prize to another potential Winner by random drawing from among all remaining eligible entries. In such circumstances, drawings will be held until an eligible Winner is selected. All income taxes and/or other applicable taxes and/or fees resulting from the acceptance of a prize are the sole responsibility of the Winner. The Winner of the prize may be issued an IRS Form 1099-MISC for the ARV of the prize. 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 the Winner’s name where required.

Prizes not claimed or forfeited may not be awarded. If any potential Winner fails or refuses to timely and fully complete, sign and return all Prize Claim Documents (Prize Claim Documents may include an IRS Form 1099-MISC, Sponsor Release Agreement, copy of US government-issued ID and any other documents Sponsor may be required to collect or deem necessary to obtain prior to issuing any prizes) by the redemption deadline, or if the Prize Claim Documents or a prize is returned as unclaimed or undeliverable to any potential Winner, such potential prize Winner will be disqualified and/or otherwise forfeit their prize. If a potential prize 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 prize Winner. If any potential prize Winner declines a prize, is found to be ineligible or fails to comply with these Official Rules, such potential prize Winner will be disqualified and will forfeit the prize and all rights to the prize they otherwise might have received. However, Sponsor reserves the right, but is not obligated, to give away a prize to another eligible Participant by random drawing. 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 Winner upon award of the prize. Prizes will be delivered only upon completion of the Prize Claim Documents by Winner.

5. **SELECTION OF WINNERS; REQUIREMENTS:** A random drawing will be conducted on or about February 14, 2024, by Sponsor to select the Winners from among all eligible entries received. The random drawing may be done through an online site, such as <https://www.random.org/>, a true random number service that generates randomness via atmospheric noise. Odds of winning a prize depend on the number of entries received eligible for that prize. Potential Winners will be notified by phone or email, according to the information provided on the online entry form as part of the Winner’s official entry. Following such notification Sponsor will send potential Winners a Sponsor Release Agreement. Potential Winners must sign and return the required Sponsor Release Agreement within three (3) days of receipt of such document, or such other date set by Sponsor, in order to receive the prize. For security concerns, Potential Winners may be requested to submit documents through a designated, secure third-party service such as SharePoint, Dropbox, Google Drive or any other link provided by Sponsor. Once Sponsor receives all requested documents through the designated link (or other delivery method approved by Sponsor), Sponsor may engage potential Winners with follow-up communications regarding prize disbursement. Unless otherwise approved by Sponsor, prizes will be available for pickup by the Winner at one of Sponsor’s locations, which shall be communicated with the Winner prior to pick-up. Failure to respond within the applicable time period will result in forfeiture of the prize and Sponsor may, at its sole discretion but is not obligated to, award the prize to another potential Winner. If, after three (3) attempts to notify a potential Winner, Sponsor cannot locate such person, Sponsor may, at its sole discretion but is not obligated to, award the prize to another potential Winner. In the event a dispute arises as to the identity of a potentially winning Participant, the identity of the Participant will be conclusively determined by the name on the online entry form.

By entering the Sweepstakes and accepting a prize, the winning Participant grants permission to Sponsor and the Promotion Parties to use Winner's name, likeness, and biographical information in connection with the Sweepstakes and announcement of the Winners and for other marketing purposes without further compensation or right of approval, unless prohibited by law. Winners understand that Sponsor and the Promotion Parties may publish the Winner's name, likeness and biological information on Sponsor's website and social media platforms (including, but not limited, Facebook and Instagram). All federal and state laws apply.

Winners agree that any agreement, form, waiver and any other documents to be delivered by a Participant or potential Winner in connection with this Sweepstakes may be electronically signed (including, but not limited to, typing a Winner's name in the requested signature fields), and that any electronic signatures appearing on any agreement, form, waiver or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

6. **RELEASES AND LIMITATION OF LIABILITY:** By entering this Sweepstakes, Participants waive all right to, and release and hold Sponsor, the Promotion Parties, Facebook, Inc. and Instagram, Inc., and each of their respective employees, officers, directors, agents, representatives, owners and managers ("Released Parties") harmless from, any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys' fees) arising out of or in connection with participation in this Sweepstakes, submission of entry forms or the selection of Winners or the acceptance, use, or misuse of any prize. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** Sponsor, Promotion Parties, Facebook, Inc. and Instagram, Inc. will not be responsible for: late, incomplete, or incorrect entries; a Participant's failure to receive communications regarding the Sweepstakes due to Participant's spam, junk e-mail, or other security settings or for Participant's provision of incorrect or otherwise non-functioning contact information; technical, hardware, or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or used in this Sweepstakes; by any human error which may occur in the processing of the entries in this Sweepstakes; or any typographical, technological, or other error in the submission of entries, the publishing of the offer, administration of the Sweepstakes, or announcement of the prizes.

7. **CANCELLATION; MODIFICATION:** Sponsor reserves the right to cancel or modify this Sweepstakes, including these Official Rules and Privacy Notice, in a manner it deems appropriate for any reason, including, but not limited to, if, in Sponsor's sole and absolute discretion, Sponsor believes there is an error, or there is an error, any suspected evidence of tampering with any portion of the Sweepstakes, if technical difficulties (including viruses and bugs) compromise the integrity of the Sweepstakes from running as planned, any such modification will be posted here.

8. **CHOICE OF LAW AND FORUM:** PARTICIPANT AGREES THAT ALL MATTERS ARISING OUT OF OR RELATING TO THIS SWEEPSTAKES AND THESE OFFICIAL RULES, AND THE PRIVACY NOTICE, ARE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS, UNITED STATES, WITHOUT REFERENCE TO THE CHOICE OF LAW PRINCIPLES THEREOF. PARTICIPANT FURTHER AGREES THAT ANY LEGAL SUIT, ACTION, PROCEEDING, DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS SWEEPSTAKES AND THESE OFFICIAL RULES, AND THE PRIVACY NOTICE, SHALL BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF ILLINOIS LOCATED IN DUPAGE COUNTY, ILLINOIS OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS.

9. **WINNERS LIST:** For the names of all Winners, available March 29, 2024, send a self-addressed, stamped envelope to: 1200 West Bryn Mawr Avenue, Itasca, IL 60143.

10. **PRIVACY NOTICE:** By participating in this 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> ("Privacy Policy"), which is incorporated by reference as if re-stated in full herein.

11. **SPONSOR:** Tony's Finer Foods Enterprises, LLC, 1200 West Bryn Mawr Avenue, Itasca, IL 60143. This Sweepstakes is in no way sponsored, endorsed or administered by or associated with Facebook, Inc. or Instagram, Inc.

12. **MANDATORY ARBITRATION:** As a condition of participating in this Sweepstakes, except where prohibited by law, you agree 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, you agree 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. You agree that, as a condition of participating in this Sweepstakes, you and all Participants waive 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 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.

YOU AGREE AND ACKNOWLEDGE THAT THE SWEEPSTAKES EVIDENCES A TRANSACTION INVOLVING INTERSTATE COMMERCE AND THAT THIS AGREEMENT IS ENTERED INTO UNDER THE FEDERAL ARBITRATION ACT ("FAA"). ACCORDINGLY, THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAW AND PROCEDURES DEVELOPED UNDER THE FAA. THE PARTIES SHALL MAINTAIN THE CONFIDENTIAL NATURE OF THE ARBITRATION PROCEEDING AND THE AWARD. YOU AGREE THAT BY PARTICIPATING IN THE SWEEPSTAKES, YOU ALSO ENTER INTO THIS AGREEMENT TO ARBITRATE FREELY AND VOLUNTARILY AND WITHOUT ANY FORM OF COERCION, DURESS OR UNDUE INFLUENCE.

13.     **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: 1200 West Bryn Mawr Avenue, Itasca, IL 60143