

Fresh Grocer “Customer Experience” Sweepstakes OFFICIAL RULES

NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF MONEY WILL NOT IMPROVE THE CHANCES OF WINNING. THE SWEEPSTAKES AND ALL ENTRIES ARE SUBJECT TO ALL FEDERAL AND STATE LAWS AND REGULATIONS. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The Fresh Grocer “Customer Experience” Sweepstakes (the “Sweepstakes”) is intended for legal residents of New Jersey or Pennsylvania and shall only be construed and evaluated according to applicable USA law and applicable state law. Do not enter this Sweepstakes if you are not a resident of one (1) of the aforementioned states or are otherwise ineligible to enter in accordance with these Official Rules at the time of entry.

SPONSOR/ADMINISTRATOR: The Sweepstakes is sponsored by Wakefern Food Corp., 5000 Riverside Drive, Keasbey, NJ 08832 (the “Sponsor”) and administered by American Sweepstakes & Promotion Co., Inc., 300 State St., Suite 402, Rochester, NY 14614 (the “Administrator”).

ELIGIBILITY: The Sweepstakes is open and offered only to legal U.S. residents of New Jersey (NJ) or Pennsylvania (PA), who are eighteen (18) years of age or older at the time of entry (“Entrants”). The Sponsor, Service Management Group (“SMG”), the Administrator, their respective parent companies, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives and advertising and promotional agencies, and the officers, directors, agents, and employees of each of the foregoing (collectively, the “Released Parties”), and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate in this Sweepstakes. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. **Void where prohibited or restricted by law.** (For the avoidance of doubt, any references in these Rules to Entrants shall also include the Entrants who are deemed the Winners (as defined below)).

AGREEMENT TO OFFICIAL RULES: By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

THREE WAYS TO ENTER: The Sweepstakes begins at 12:00:01 a.m. Eastern Standard Time (“EST”) on November 3, 2023 and ends at 11:59:59 p.m. EST on November 2, 2024 (“Sweepstakes Period”). The Sponsor’s database computer is the official time-keeping device for the Sweepstakes. Two (2) methods of entry are as follows:

- 1) **Online** - During the Sweepstakes Period, Entrants can enter the Sweepstakes by following the links and instructions to visit the Sweepstakes website, (www.TellFreshGrocer.com)

(the "Website"). At the Website, Entrants must complete the online registration form requesting each Entrant's full name, complete mailing address, phone number, and email address. In addition, each Entrant will be required to answer a few survey questions. While answers to the survey questions do not affect the Sweepstakes entry, providing answers to the aforementioned questions is mandatory for completion of a Sweepstakes entry. All online entries must be received by 11:59:59 p.m. ET on November 2, 2023. **Online entries must be received by 11:59:59 p.m. ET on the last day of each month in order to be eligible for the monthly drawing in question (EXCEPTION: October 2024 will be extended thru November 2, 2024).**

- 2) **By Phone** - During the Sweepstakes Period, cash register receipts issued at Fresh Grocer store locations will contain a toll-free survey telephone number. Entrants may call the toll-free number and follow the instructions to take the survey. Upon completion of the survey, he or she will be required to enter the following information: last name, first name and phone number. Answers to the survey will not affect Entrant's ability to participate or win. Once the survey is completed the Entrant will receive one (1) entry into the Sweepstakes for the month in which you have completed and submitted the above.
- 3) **Mail-in:** You may enter by hand-printing your name, address, day and night telephone numbers and age on a 3"x 5" card and mailing it in a standard business-size #10 envelope to: Alliance/Fresh Grocer Sweepstakes, 620 Park Ave. #332, Rochester, NY 14607. **Mail-in entries must be postmarked by the last day of each month and received by the 4th day of the following month in order to be eligible for the monthly drawing in question.** The postmark date will serve as the date of entry for the purpose of the Sweepstakes. All mail-in entries must be postmarked by November 2, 2024 and received by November 6, 2024.

Limit one (1) entry Entrant per month, regardless of the method of entry. The Sponsor reserves the right to disqualify any Entrant that submits more than the maximum allowed entries. All required information must be provided to enter and to be eligible to win. Incomplete entries will be disqualified. Released Parties are not responsible for: late, incomplete, incorrect, delayed, garbled, undelivered, or misdirected entries. 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 purpose of administering this Sweepstakes and for other purposes as set forth below. All information submitted by Entrants will be treated according to Sponsor's privacy policy, available at <https://www.thefreshgrocer.com/sm/pickup/rsid/2000/privacy-policy/>. By participating in the Sweepstakes and providing any personal contact information, 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.

GENERAL CONDITIONS: If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (i) infection by computer virus or bugs, (ii) tampering or unauthorized intervention, (iii) fraud, (iv)

technical failures, or (v) 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, without notice and award the applicable Prizes (defined below) 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 is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or Sponsor's Website; or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS 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.

Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a Winner based on an email address, the winning entry will be declared by the authorized account holder of the email address associated with the registration in question. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online 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.

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Sweepstakes, Entrants agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any Prize, including, but not limited to: (i) any technical errors that may prevent an Entrant from submitting an entry; (ii) unauthorized human intervention in the Sweepstakes; (iii) printing errors; (iv) errors in the administration of the Sweepstakes or the processing of entries; or (v) injury, death, 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 receipt of the Prizes (defined below). Released Parties assume no responsibility 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 online systems, servers, or providers, computer equipment, software, failure of any email 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. Entrants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in

the Sweepstakes, and in no event shall the Released Parties be liable for attorney fees. Entrants waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. **For New Jersey Residents: nothing herein bars recovery of damages or attorneys' fees where mandated by statute.**

Except as expressly provided above, IN NO EVENT WILL RELEASED PARTIES 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 A PRIZE.

By participating, Entrants release and agree to hold harmless the Released Parties 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 a Prize. Released Parties are not liable in the event that any portion of the Sweepstakes is cancelled due to weather, fire, strike, acts of war or terrorism, pandemic, or any other condition beyond their control.

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE USA ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

DRAWING AND NOTIFICATION: All potential Prize Winners will be selected in twelve (12) monthly random drawings from among all eligible entries received by the Administrator whose decisions are final and binding. Each monthly prize drawing will be conducted on or about the fifth day of the following month. There will be five (5) potential Prize Winners selected in each monthly Prize drawing. Odds of winning a Prize will depend on the total number of eligible entries received DURING THE MONTH IN QUESTION. Note: Entries will not carry over into the subsequent months. All potential Prize Winners will be contacted by the Administrator via phone, email and/or a USPS mail package of prize confirmation.

PRIZES & PRIZE CONDITIONS: There will be sixty (60) Prizes available throughout the Sweepstakes Period. Each Prize Winner (“Winner”), upon the Administrator’s verification of eligibility, will receive a \$100 Fresh Grocer gift card (“Prize”). Total Prize Pool - \$6,000.

The Sponsor reserves the right at its sole discretion to substitute the Prize with another Prize of equal or greater value. By accepting a Prize, the Prize Winners agree to release and hold harmless

the Released Parties from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the Prize. If a Prize or Prize notification is returned as unclaimed or undeliverable to a potential Winner, if potential Winner cannot be reached or does not comply with notification instructions within three (3) calendar days from the first notification attempt, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and an alternate Winner may be selected for the Prize at issue. The potential Winners are subject to verification before any Prize will be awarded.

By accepting a Prize, where permitted by law, the Winners grants to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (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 a 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. The Winners also acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize.

DISPUTES: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Administrator, and Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws. By participating in the Sweepstakes, Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, shall be resolved individually without resort to any form of class action; (ii) any judicial proceeding shall take place in a federal or state court within the State of New Jersey; (iii) 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 will attorney fees be awarded or recoverable; (iv) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to seek, punitive, incidental, exemplary, consequential, special damages, lost profits, other damages, and/or any rights to have damages multiplied or otherwise increased; and (v) Entrant's remedies are limited to a claim for money damages (if any) and he/she waives any right to seek injunctive or equitable relief.

SEVERABILITY: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

MISCELLANEOUS: These Official Rules contain the full and complete understanding with respect to the Sweepstakes and supersede all prior and contemporaneous agreements, representations, and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the

provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by both Sponsor and Administrator. The waiver by Sponsor or Administrator of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrants, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor, Administrator, and Entrant.

WINNERS LIST REQUEST: To request confirmation of the first name, last initial, city, and state of residence of each Winner, please send a self-addressed, stamped business size envelope, by December 31, 2024, to: ASC/Fresh Grocer Sweepstakes Winners List Request, 300 State St., Suite 402, Rochester, NY 14614.