

# Acme Markets® “Survey Sweepstakes” Official Rules

## NO PURCHASE NECESSARY TO ENTER OR WIN, NOR WILL MAKING A PURCHASE INCREASE YOUR CHANCES OF WINNING.

The Acme Markets® “Survey Sweepstakes” (the “Promotion” or “Sweepstakes”) begins Thursday, March 1, 2018 at 12:00:01 a.m. Eastern Time (“ET”) and ends on Saturday, June 30, 2018 at 11:59:59 p.m. ET (the “Promotion Period”). There will be a series of four (4) distinct and separate sweepstakes each lasting one month (the “Monthly Sweepstakes”). The initial Monthly Sweepstakes begins on Thursday, March 1, 2018 at 12:00:01 a.m. ET and ends on Saturday, March 31, 2018 at 11:59:59 p.m. ET. Subsequent Monthly Sweepstakes will follow on the first each month beginning at 12:00:01 a.m. ET and end one month later on the last day of the month at 11:59:59 p.m. ET (the “Monthly Drawing Period”). The final Monthly Sweepstakes will be held from Friday, June 1, 2018 until Saturday, June 30, 2018. All federal, state and local laws and regulations apply. Void outside of the United States and/or wherever else prohibited or restricted by law. Immediately upon submission, all entries become the property of Sponsor and will neither be acknowledged nor returned other than as herein described. By entering, each participant (the “Participant”) acknowledges acceptance of and compliance with these official rules (the “Official Rules”).

### 1. ELIGIBILITY.

Promotion is open to legal residents of the states of Connecticut, Delaware, Florida, Maryland, New Jersey, New York or Pennsylvania who are 18 years of age (or the age of majority in entrant’s respective jurisdiction, whichever is greater) or older at time of entry. Any entrants found to be under the age of majority in their state of residence shall be disqualified. During the Promotion Period employees of Acme Markets, Inc., (the “Sponsor”) and its parent company, affiliates, subsidiaries and agencies, as well as household members of each, including but not limited to immediate family members such as spouse, parents, children and siblings, and their respective spouses or any other persons, related or not who share the same address of such employee, are not eligible to participate.

### 2. HOW TO ENTER:

There are three ways to enter: 1) During the Promotion Period, the Sponsor may invite consumers who make a purchase in one of its participating retail locations to participate in a confidential online customer survey. Upon completion of the survey, Participants will be invited to enter their personal contact information (Name, Mailing address, Telephone number, email – Incomplete entries are not eligible) and will receive one (1) Sweepstakes entry. Answers to the survey will have no effect on a Participant’s ability to participate in and win a prize in the Sweepstakes. 2) During the Promotion Period, the Sponsor may invite consumers who visit but do not make a purchase in one of its participating retail locations to participate in a confidential online customer satisfaction survey. Upon completion of the survey, Participants will be invited to enter their personal contact information and will receive one (1) Sweepstakes entry. Answers to the survey will have no effect on a Participant’s ability to participate in and win a prize in the Sweepstakes. 3) To enter without completing a survey, hand-print your complete name, complete address, city, state, zip code, telephone number and e-mail address (if you have one) on a 3” x 5” card and mail it in a number ten (#10) envelope to: Acme Markets “Survey Sweepstakes”, c/o StellaService, 75 Broad Street, Suite 1010, New York, NY 10004. Mailed entries will be entered into the Monthly Drawing Period, based on the date the entry is received. Limit one entry per envelope. Neither the Sponsor nor the Sponsor’s Affiliates are responsible for lost, late, damaged, delayed, destroyed, misdirected, incomplete, illegible, mutilated entries or postage due mail. Photocopies, mechanically reproduced, forged or altered mailed entries and facsimiles are void. Incomplete or illegible entries are not eligible. Entries received in envelopes larger than a number ten (#10) envelope will be automatically disqualified. To be entered into a particular Monthly Sweepstakes, mail-in entries must be postmarked by the Saturday of that Monthly Drawing Period and received by the first Friday following the close of that Monthly Drawing Period.

Sponsor’s computer is the official clock for this Sweepstakes. For purposes of this sweepstakes, “receipt” of an Internet entry occurs when Sponsor’s services record the entry information resulting from the participant clicking the “Submit” button. In the event of a dispute regarding the identity of the person submitting an online entry, the entry will be deemed to be submitted by the person in whose name the email account is registered at time of entry, but only if that person meets all other eligibility criteria.

All entries become the property of the Sponsor and will not be acknowledged nor returned. Sponsor will attempt to notify potential winners only. One entry per person regardless of method of entry per Monthly Sweepstakes.

Collection and use of personally identifiable information will be conducted in accordance with the Sponsor’s Privacy Policy posted on its Web site.

### 3. RANDOM DRAWING:

A separate drawing will be held for each Monthly Sweepstakes. Three (3) winners will be selected in a random drawing for each Monthly Sweepstakes from among all eligible entries received for that Monthly Drawing Period only. The drawings will take place on or about the Wednesday following the last day for entries to be received for each Monthly Drawing Period, with the first drawing taking place on or about Wednesday, April 4, 2018, and the last drawing taking place on or about Wednesday, August 1, 2018. Odds of winning depend upon the total number of eligible entries received in that Monthly Drawing Period. Entries from one Monthly Drawing Period will not be carried over to subsequent sweepstakes. All drawings will be conducted by the Independent Sweepstakes Administrator (the "ISA"), whose decisions are final on all matters relating to these sweepstakes.

#### **4. PRIZES:**

Each month, three (3) prizes, consisting of a \$100 Acme Markets Gift Card. Approximate Retail Value (ARV) of each Monthly prize is \$100. Total ARV of all prizes for each Monthly Sweepstakes is \$300. A total of four (4) Monthly Prizes will be awarded over the course of the four Monthly Drawing Periods. Total ARV of all prizes being offered over the course of the four Monthly Sweepstakes is \$1,200. Prizes consist solely of those items specifically listed, may not be transferred or redeemed for cash are subject to all terms and conditions of use as established by issuer. No substitutions are allowed except at the sole discretion of the Sponsor. Upon their presentation or delivery to winners, gift cards become the sole property and responsibility of the recipients and will not be replaced by the Sponsor if lost or stolen.

All taxes, if applicable, and all other costs associated with acceptance or use of the prize, not specified herein, are the sole responsibility of the winner. All prizes will be awarded.

#### **5. PRIZE CONDITIONS:**

No transfer or substitution of any prize is allowed, except at the sole discretion of the Sponsor. Winners must comply with all Sweepstakes rules as published. Winners will be notified by means of the contact information provided at the time of sweepstakes entry within six to eight weeks of the drawing dates. Potential winners may be asked to complete and sign and return an affidavit of eligibility and liability and publicity release, within seven (7) days of date on prize notification or prize may be forfeited and an alternate winner selected. Return of prize notification as undeliverable; and/or failure to provide any other required documentation in a timely manner may result in disqualification and selection of an alternate winner. Non-winning Participants will not be notified. Winning a prize is contingent on fulfilling all the requirements set forth herein. Winners are responsible for all federal, state, and local taxes, if applicable. Winner's entry and acceptance of any prize constitutes permission (except where prohibited by law) for the Sponsor to use said winner's name, photograph, likeness, statements, biographical information, voice, and address (city and state) on a worldwide basis, and in all forms of media, in perpetuity, without notice or further compensation.

#### **6. SWEEPSTAKES TERMS & CONDITIONS:**

Sweepstakes is subject to all applicable federal, state, and local laws. By participating, Participants agree to be bound by these Official Rules and the decisions of the ISA and waive any right to claim ambiguity in regard to the mechanics of the Sweepstakes or the interpretation of these Official Rules. Winners and Participants also agree to release, discharge, indemnify and hold harmless the Sponsor, its affiliates and their respective directors, officers, employees and agents, from and against any claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the prize offered, or participation in this Sweepstakes. Any person attempting to defraud or in any way tamper with the mechanics or logistics of this sweepstakes will be declared ineligible and may be prosecuted to the full extent of the law. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with, or utilized in, this Sweepstakes, or by any technical or human error that may occur in the processing and/or transmissions in the Sweepstakes. Sponsor assumes 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. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email due to technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to participants or to any other person's computer related to, or resulting from, participating in or downloading of materials in this contest. If, for any reason, the Sweepstakes is not capable of running as planned, including, without limitation, infection by computer virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Sponsor that may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Internet portion of the Sweepstakes, and select winners from all entries received up to the time of termination. Any person attempting to defraud or in any way tamper with the mechanics or logistics of this Sweepstakes will be declared ineligible and may be prosecuted to the full extent of the law. This sweepstakes is governed by the laws of the United States and the State of Idaho, without respect to conflict of law doctrines. As a condition of participating in this Sweepstakes, entrants agree that any and all disputes and causes of action against Sponsor arising out of or in connection with this sweepstakes shall be resolved individually (without resort to any form of class action). Such dispute shall be resolved by mediation and binding arbitration. Further, in any such dispute, under no circumstances will Participants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, and Participants further waive all rights to have damages multiplied or increased.

#### **7. RULES REQUEST:**

To receive a copy of the Official Rules, mail a self-addressed, stamped envelope, by February 24, 2018, to: Acme Markets "Survey Sweepstakes" Rules Request, c/o StellaService, 75 Broad Street, Suite 1010, New York, NY 10004.

## **8. WINNERS LIST:**

To receive written confirmation of the winners, mail a self-addressed stamped envelope to Acme Markets "Survey Sweepstakes" Sweepstakes Winners List Request, c/o StellaService, 75 Broad Street, Suite 1010, New York, NY 10004. Requests must be received by August 10, 2018.

## **9. SPONSOR:**

Albertsons LLC., 250 Parkcenter Boulevard, Boise, ID 83706

**Void outside of Connecticut, Delaware, Florida, Maryland, New Jersey, New York and Pennsylvania and where restricted or prohibited by law.**

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