



## COMPLETE OFFICIAL RULES

### ALBERTSONS OE SWEEPSTAKES OFFICIAL RULES

1. **ELIGIBILITY: NOT OPEN TO THE GENERAL PUBLIC.** The **ALBERTSONS OE Sweepstakes** (the "**Sweepstakes**") is open only to legal residents of the fifty (50) United States and the District of Columbia who are actively employed by a subsidiary or affiliate of Albertsons Companies, Inc. (the "Sponsor" or "Albertsons"), and who are eligible to participate in either the Albertsons Companies, Inc. Health and Welfare Plan or the New Albertsons, LP Health and Welfare Plan (the "Plans"), and are who are fourteen (14) years of age or older ("Entrant" or "Employee"). **Participants who are no longer actively employed by Albertsons or who are not eligible to participate in one of the Medical Programs under the Plans when prize winners are declared final will forfeit any prize that they may have won.** This Sweepstakes is void in Puerto Rico and other U.S. territories and possessions and where prohibited or otherwise restricted by law. The Sweepstakes is subject to all applicable federal, state and local laws. U.S. law governs this Sweepstakes.
2. **NO PURCHASE OR PLAN ENROLLMENT TRANSACTION OR OBLIGATION NECESSARY TO ENTER OR WIN. ALL ENTRIES HAVE AN EQUAL CHANCE OF WINNING, REGARDLESS OF ENROLLMENT IN A PLAN.**
3. **SWEEPSTAKES TIMING:** The Sweepstakes begins at 12:00:00 AM Pacific Time ("PT") on October 25, 2022 and ends 11:59:59 PM PT on November 11, 2022 (the "**Sweepstakes Period**"). Sponsor's computer is the official time keeping device for this Sweepstakes. The Sweepstakes Period will not be extended if the Open Enrollment period is extended for any reason.
4. **TO ENTER:**
  - Entrant must be a benefits-eligible employee of an Albertsons Companies, Inc. subsidiary or affiliate. Log on to MyACI.com, click the "My HR" tab and select "My Benefits". Scroll down to "Ask ALEX" and click the "Connect with ALEX" button. Follow the onscreen instructions and enter your Benefits Code. After you have proceeded through your benefits review with ALEX, you may opt in to the sweepstakes on you Details Page by completing the Open Enrollment Survey linked at the bottom of the page and providing your contact information. **You may opt out of the sweepstakes by not completing the Open Enrollment Survey, or, you may complete the Open Enrollment Survey and then click "No" when asked if you wish to be entered into a drawing for a store gift card.** Entrants will automatically receive one (1) entry into the one-time drawing. You are not required to enroll in any Plan in order to be entered into the drawing. Multiple online entries are not permitted. **Your benefit enrollment choices, or your choice not to enroll in benefits, will not increase or decrease your chances of winning a prize.** To be eligible to receive a prize, **you must be actively employed by Albertsons and you must be eligible to participate in one of the Medical Programs under the Plans when prize winners are declared. You must also complete the Open Enrollment Survey, opt in to the drawing, and provide your contact information in order to enter the drawing for a prize.** Eligibility of an Employee is at Sponsor's sole discretion. Other restrictions may apply.
  - **TO ENTER BY MAIL WITHOUT PURCHASE/CARD PURCHASE TRANSACTION OR OBLIGATION:** Hand-print your complete name, street address, city, state, ZIP code, and daytime and evening telephone numbers (including area code), a valid email address on a plain piece of 3" x 5" paper, and mail it in a business-size (#10) envelope with sufficient postage affixed, to: Lexmond Communications, 818 Madison Avenue, San Diego, CA 92116. **You must include your Albertson's Benefits Code on the lower left-hand side of the front of the envelope.** Enter as often as you wish; but each mailed entry must be mailed in a separate postmarked-and-stamped envelope. Entrants will receive one (1) entry into the one-time drawing for each mailed entry. Entries that are mechanically reproduced, copied, illegible, incomplete, postage-due or inaccurate and entries by any means which subvert the entry process are void. Entries become the property of the Sponsor and will not be acknowledged or returned. Incomplete entries or entries not complying with these Official Rules are subject to disqualification, at the Sponsor's sole discretion. Proof of mailing does not constitute proof of delivery.

5. **DETERMINATION OF WINNERS:** Potential prize winners (as broken out above) will be selected in a series of random drawings from among all eligible automatic and mailed entries received during the Sweepstakes Period. All random drawings will be conducted under the direction of Lexmond Communications (“**Judge**”), an independent organization. Judges’/Sponsor’s decisions are final on matters relating to this Sweepstakes.

Winners are subject to eligibility verification. Potential prize winners will be notified either by telephone and/or email or at the location where they are actively employed within five (5) business days following the final drawing. Potential winners may be required to complete a Declaration of Compliance, Liability Waiver and Publicity Release, where legal, which must be received within four (4) business days of notification. Non-compliance within this time frame and/or with these Official Rules; Sponsor’s inability to contact a potential prize winner within a reasonable time period will result in such potential winner disqualification and, at Sponsor’s discretion, the prize may be awarded to an alternate potential prize winner. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

6. **ODDS:** Odds of winning a prize depend on the number of eligible entries received.

7. **PRIZES:** Two (2) Grand Prizes: One Thousand Dollar (\$1,000) gift cards from the prize winner’s banner store. Six (6) Second Prizes: Five Hundred Dollar (\$500) gift cards from the prize winner’s banner store. **Total value of all prizes: \$5,000. All prizes to be awarded by Albertsons as a distribution to prize winner within four (4) weeks after prize winner verification is complete.** Prize details are at Sponsor’s sole discretion. No transfer of any prize permitted.

8. **CONDITIONS OF PARTICIPATION:** By entering, each Entrant agrees to be bound by these Official Rules including all eligibility requirements and the decisions of the Sponsor and Judges, which are final and binding. By accepting a prize, each prize winner consents to the use of his/her name, image, likeness, photograph, voice, and biographical material for advertising, publicity, and promotional purposes by Sponsor, or party designated by the Sponsor, in any and all media now or hereafter devised, including but not limited to, any online announcements, worldwide in perpetuity, without additional compensation, notification, or permission, except where prohibited by law. Information collected from Entrants is subject to Sponsor’s privacy policy available at <https://www.albertsonscorporation.com/about-us/our-policies/privacy-policy.html>. Each Entrant releases, indemnifies and holds harmless Sponsor from any claims, actions, injury, loss, or damage of any kind, including but not limited to, any property damage, personal injury or death, resulting, directly or indirectly, in whole or in part, from participating in this Sweepstakes or from the acceptance, possession, or use or misuse of a prize or any claims based on publicity rights, defamation, invasion of privacy, breach of contract or merchandise delivery. Sponsor shall not be liable for damages of any kind, including (without limitation) compensatory, direct, indirect, incidental, punitive or consequential damages; loss of data, income or profit; loss of damage to property; or any claims of third parties. Each Entrant agrees that Sponsor has not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, statutory, express or implied (including but not limited to, the implied warranties of merchantability, title, and fitness for a particular purpose), in fact or in law, relative to the Sweepstakes.

9. **GENERAL:** Sponsor will collect information from Entrants solely for the purpose of the prize drawings and to notify prize winners. Sponsor will not share this information with any third party, except as necessary for the administration of the Sweepstakes. Sponsor is not responsible for lost, late, illegible, misdirected, inaccurate, incomplete, undelivered, damaged, delayed, garbled, postage-due, or stolen mail, entries, transactions or bill payments; for transactions that are lost, misdirected, or fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly; or for any other errors or problems of any kind, whether typographical, printing, mechanical, human, electronic, or otherwise, relating to or in connection with the Sweepstakes, including, without limitation, any error or problem that may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of a prize, or in any Sweepstakes-related materials. Entry materials that have been tampered with or altered are void. Sponsor reserves the right, in its sole discretion, to cancel or suspend part or all of this Sweepstakes at any time without notice, if in Sponsor’s opinion there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness, or integrity and proper play of the Sweepstakes. In the event of cancellation, Sponsor may void any entries it suspects are at issue and, at its discretion, if terminated, award prizes in random drawings from among all non-suspect,

eligible entries. **Caution: Any attempt by an Entrant or any other individual to damage the web site or undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil laws and, should such an attempt be made, the Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law, including criminal prosecution.** Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. Sponsor reserves the right to disqualify Entrants who violate these Official Rules or interfere with this Sweepstakes in any manner.

- 10. TAXES:** Each prize will be considered compensation for the prize winner and will be reported as such. All federal, state and local taxes and any other costs and expenses associated with the acceptance and/or use of a prize not specifically provided for in these Official Rules are the solely the responsibility of the applicable prize winners. Prize winners are solely responsible for reporting and paying any and all applicable taxes.
- 11. DISPUTES:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Idaho, without giving effect to any choice of law or conflict of law rules (whether of the State of Idaho, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Idaho. Jurisdiction and venue shall be solely within the State of Idaho.
- 12. FORCE MAJEURE:** In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding the prizes or continuing with this Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state/provincial or local government law, order, regulation, or guideline, public health crisis (e.g., Coronavirus), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then Sponsor shall have the right to modify, suspend, or terminate this Sweepstakes. If this Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the potential prize winners in random drawings from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances.
- 13. ARBITRATION:** Except where prohibited by law, as a condition of participating in this Sweepstakes, participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.
- 14. WINNERS LIST:** For the names of the prize winners, available after March 1, 2024, mail your request and a self-addressed, stamped envelope by April 1, 2024 to: Lexmond Communications, Albertsons OE Sweepstakes Winners, 818 Madison Avenue, San Diego, CA 92116.
- 15. SPONSOR & ADMINISTRATOR:** The Sponsor of this Sweepstakes is Albertsons Companies, Inc., 250 East Parkcenter Blvd., Boise, ID 83706. Administrator: Lexmond Communications, 818 Madison Avenue, San Diego, CA 92116.