

Fall in to FREE Groceries with Celebrate Rewards!
(“Grocery Giveaway”)

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

BY PARTICIPATING IN THE GIVEAWAY, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE ADMINISTRATOR FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. Eligibility. CELEBRATE members are eligible to win the Grocery Giveaway. Winners must be residents of Texas or Louisiana who are at least twenty-one (21) years of age or older at the time of the Giveaway. Individuals may only win one (1) Grocery Giveaway. Subsequent drawings for Grocery Giveaway will not include previous winners' names. Employees, officers and directors of Brookshire Brothers, Inc. (“**Administrator**”), and each of their respective parents, affiliates, subsidiaries, advertising and promotion agencies, distributors and other prize suppliers, and each of such employees, officers and directors immediate family members and/or those living in the same household (whether legally related or not) of each are not eligible for the Grocery Giveaway. For purposes of this Grocery Giveaway, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and household members shall mean people who share the same residence at least three months a year, whether legally related or not. Void where prohibited by law.

2. How to Enter. No action is required to enter. CELEBRATE members are automatically entered in the Giveaway. Membership in CELEBRATE is free. To become a member of CELEBRATE, go to:
<https://www.brookshirebrothers.com/celebraterewards>

3. Time Period. Drawings for the Grocery Giveaway will occur one time per week each week between the following dates: **October 5, 2020 and January 14, 2021.**

4. Winner Selection and Prize Claiming. The potential winner will be selected through a random drawing from active CELEBRATE members at the time of the drawing in accordance with these Official Rules. Administrator will have complete discretion over interpretation of the Official Rules, of administration of the Grocery Giveaway and of selection of the winner. Decisions of the Administrator as to the selection of the winner will be final. The potential winner will be notified using the contact information in the members CELEBRATE account by any of e-mail and/or telephone and/or mail (as selected by Administrator) in a commercially reasonable time after the drawing. The Administrator is not responsible for false, incorrect, changed, or incomplete contact information. Notification of winning is deemed to have occurred immediately upon sending of an e-mail, placing of a phone call, one (1) day after sending via a delivery service or two (2) days after mailing to the contact information the potential winner provided in the entry form.

Each potential winner may be required to submit an affidavit of eligibility / release of liability / prize acceptance agreement (collectively, the “**Affidavit**”) and return the Affidavit within the time period specified at notification before being eligible to receive his or her prize. If any potential prize winner fails or refuses to sign and return such Affidavit within the time period required by Administrator or if the prize or prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential prize winner, such potential prize winner may be disqualified and an alternate winner may be selected. Non-compliance shall result in disqualification and award of the prize to an alternate winner. If any

potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules, or if the potential prize winner cannot participate in any portion of the prize, or declines a prize for any reason prior to award, such potential winner may be disqualified and an alternate potential winner may be selected. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. The Administrator is not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winners, or if potential winner is a minor, for late, lost, misdirected, or unsuccessful efforts of potential winner to provide signed parental or guardian consent.

5. Odds. Odds of winning will depend upon the total number of CELEBRATE members at the time of the drawing.

6. Prizes and Values. Administrator will be awarding Brookshire Brothers gift cards in this Grocer Giveaway to winner in the amount of \$200 each. All Brookshire Brothers gift card rules are in effect with regard to the redemption of the awarded gift card including that the gift card cannot be redeemed for other gift cards or preloaded cards such as VISA and Mastercard. Prizes are non-transferable, with no cash redemptions, equivalents or substitutions except at Administrator's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Administrator's sole and absolute discretion. Prize details and availability are subject to change and prize provider's rules and restrictions, and in the event that Administrator is unable to provide the winner with their prize, the Administrator may elect, to provide winners with the approximate value of such item in cash or award an alternate prize of comparable or greater value. In the event a prize winner engages in behavior that (as determined by Administrator or any prize provider in its or their sole and absolute discretion) is obnoxious, inappropriate, or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Administrator reserves the right to terminate the event or other applicable experience early. All prizes are 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). Prize winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize(s) they receive, regardless of whether it, in whole or in part, are used. The approximate retail value ("ARV") of the prize(s) is based on available information provided to Administrator and the value of any prize awarded to a winner may be reported for tax purposes as required by law. The winner may be required to provide Administrator with a valid social security number or tax identification number before the prize will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of winner, or if a minor in the jurisdiction in which s/he resides, in the name of his/her parent or legal guardian, for the actual value of the prize(s) received. Unclaimed prize(s) will be forfeited. The total ARV of the Prize awarded in this Giveaway is \$200 per card awarded (USD). If the actual value of the prize is less than the stated ARV, the difference will not be awarded. All acceptance arrangements must be made through the Administrator or Administrator's designee. Certain restrictions and blackout dates may apply.

7. Publicity Release. Subject to applicable law, winner irrevocably grant the Administrator and each of their licensees, and its and their successors, assigns and sub-licensees the right and permission to use their name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Giveaway, in all forms of media and by all manners (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration except for the awarding of the Prize to the winner. Winner acknowledges that Administrator are relying on the irrevocable, unconditional and perpetual nature of the grants of rights and releases herein (including, without limitation, regarding rights of publicity), and any interference by winner therewith would cause Administrator, and its successors, licensees and assigns, irreparable (not compensable by money damages alone) and excessive damages and would be manifestly unfounded, such that Administrator shall be entitled to equitable and injunctive relief (with no obligation to post bond or surety or establish likelihood of success) in addition to remedies at law. Entrants agree not to issue any publicity concerning the Administrator.

8. Tampering with Giveaway. The Administrator are not responsible for the actions of entrants in connection with the Giveaway, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Giveaway. Persons found tampering with or abusing any aspect of this Giveaway, or whom Administrator believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat the Giveaway, as determined at the sole and absolute discretion of Administrator, may result in immediate disqualification of the entrant, as well as other possible consequences, including disqualification from any and all existing and future Giveaway. ANY ATTEMPT BY A PERSON TO DAMAGE ANY WEBSITE (INCLUDING THE CELEBRATE WEBSITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, ADMINISTRATOR RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Administrator reserves the right, at its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

9. Suspension / Modification / Termination. In the event Administrator is prevented from continuing with the Giveaway by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Giveaway by any party, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Administrator's control (each a "**Force Majeure**" event or occurrence) Administrator shall have the right to modify, suspend or terminate the Giveaway or prize. Administrator additionally reserves the right, in its sole and absolute discretion: (1) to modify, suspend or terminate the Giveaway should causes beyond Administrator's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Giveaway; or (2) to disqualify any entrant found to be, or suspected of: (a) tampering with the entry process or the operation of the Giveaway; (b) acting in violation of these Official Rules; or (c) acting in an un-sportsmanlike manner.

10. Waivers, Disclaimers and Releases. By participating in the Giveaway, entrants agree to release, discharge and hold harmless the Administrator from and against any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to entrants' participation in the Giveaway and/or related to any prize (including, without limitation, losses, damages or injuries to entrant's or any other person's equipment or other property, or to their persons, related to participation in the Giveaway; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Giveaway activity and/or prize). The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

11. Entry Information and Giveaway Communications. As a condition of entering the Giveaway, each entrant gives consent for Administrator and Administrator to obtain and deliver his or her name, email address, address and other information to third parties for the purpose of administering this Giveaway and to comply with applicable laws, regulations and rules. Any information entrants provide to Administrator or Administrator may be used to communicate with entrant in relation to this Giveaway or on a Giveaway winner's list. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the registered account holder of the e-mail address associated with the entry for the domain associated with the submitted address provided that person is eligible. Winner may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning e-mail addresses. The 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 entrant's e-mail account to receive e-mail messages. To enter the Giveaway, entrants are not required to

make a purchase and may enter through the mail-in option. Entrants who enter online and create a Celebrate account will receive Brookshire Brothers' Celebrate marketing materials. Opting to create a Celebrate account and receive any Celebrate marketing materials will not increase entrants' chances of winning.

12. Governing Law / Limitation of Liability. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Administrator or the Administrator in connection with the Giveaway will be governed by and construed in accordance with the internal laws of the State of Texas, 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 laws.

BY ENTERING THE GIVEAWAY, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE GIVEAWAY, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIFTY DOLLARS (\$50.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIFTY DOLLARS (\$50.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY

13. Jurisdiction and Venue. The parties each agree to finally settle all disputes in the exclusive jurisdiction and venue of the courts located in Angelina County, TX.

14. List of Giveaway Winner/Official Rules Requests. To receive a list of the winner(s), send a stamped self addressed envelope to: "Giveaway Winner List", Brookshire Brothers, Inc., 1201 Ellen Trout Drive, Lufkin, TX 75904. Please indicate which Giveaway winner list you are requesting. A winner list may also be posted on the Giveaway Website for sixty (60) days after winner are selected. For a copy of these Official Rules, send a legal-size, self-addressed, stamped envelope to: "Giveaway Official Rules", Brookshire Brothers, Inc., 1201 Ellen Trout Drive, Lufkin, TX 75904 prior to the end of the Entry Period. Please indicate which Giveaway Official Rules you are requesting. Vermont residents may omit return postage with Official Rules requests.

15. Miscellaneous. The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Administrator's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, Administrator has sole and absolute discretion. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Giveaway-related materials, privacy policy or terms of use on the Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Administrator's sole and absolute discretion.

15. Administrator. This Giveaway is administered by Brookshire Brothers, Inc., 1201 Ellen Trout Drive, Lufkin, TX 75904 and its parents, affiliates and subsidiaries are not responsible for the promotion, administration or execution of this Giveaway. Reference to third parties in connection with prizes and/or

third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement or affiliation with Administrator or the Giveaway.

//End of Official Rules//

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