

**TONY'S FRESH MARKET GAMETIME SWEEPSTAKES OFFICIAL RULES, PARTICIPATION AGREEMENT, AND PRIVACY NOTICE ("OFFICIAL RULES")**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO PLAY OR WIN A PRIZE IN THE TONY'S FRESH MARKET GAMETIME 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 16, BELOW.**

1. **SWEEPSTAKES DESCRIPTION:** The Tony's Fresh Market Gametime Sweepstakes ("**Sweepstakes**") is a game of chance which consists of online game code to enter a virtual game ("**Game Participation**"). Internet access, an Internet-capable device and a valid e-mail address are required to participate in Game Play (further defined below). The Sweepstakes are governed by these Official Rules and Privacy Policy (<https://www.tonysfreshmarket.com/privacy-policy/>). Participation in the Sweepstakes constitutes your agreement to be bound by these Official Rules and constitutes your acceptance of your information being collected and used in accordance with Sponsor's Privacy Policy.

2. **SWEEPSTAKES PERIOD:** The Game Participation portion of the Sweepstakes will begin on June 3, 2026, at 08:00:00 AM Central Time ("**CT,**") and will end on July 7, 2026, at 11:59:59 PM CT (collectively, the "**Sweepstakes Period.**") Sponsor's computer is the official time-keeping device for the Sweepstakes. A day is the 24-hour period beginning at 12:00:00 a.m. and ending that same day the following at 11:59:59 p.m. (a "**Day**").

3. **SPONSOR:** All references to "**Tony's Fresh Market**" and "**Sponsor**" shall refer to Tony's Finer Foods Enterprises, LLC, 2501 East Guasti Rd., Ontario, CA 91761. All references to "**Administrator**" shall refer to Stellar Jones Inc. dba Stellar Marketing Solutions. All references to "**Gamification Provider**" shall refer to TPG Rewards, Inc.

4. **WHO IS ELIGIBLE TO PLAY/WIN:** The Sweepstakes is open only to residents of Illinois who reside within a thirty (30) miles radius of a Tony's Fresh Market location (the "**Sweepstakes Area**") that are United States citizens or legal residents and at least twenty-one (21) years of age and older as of June 3, 2026 ("**Participant**"). Employees of (i) Sponsor, (ii) Heritage Grocers Group, LLC, (iii) Stellar Jones Inc. dba Stellar Marketing Solutions, (iv) TPG Rewards, Inc., (v) employees or agents of any parties providing a prize for the Sweepstakes ("**Promotion Parties Employees**") or (vi) any entities retained by Sponsor to assist in the administration or promotion of the Sweepstakes ("**Vendors,**") and each of their respective affiliates and subsidiaries, and members of such employees' immediate family or persons living in the same household as such employees (collectively "**Promotion Parties**") are not eligible to enter or win the Sweepstakes. The foregoing eligibility requirements are void where prohibited by law.

All Participants must have access to Internet, an Internet-capable device and a valid e-mail address to participate in this Sweepstakes. The Tony's Fresh Market app ("**Store App**") is required to play and is free to download in the Apple app store or Google Play store. Standard data charges may apply if participating through a mobile device. Data rates may apply for each message sent or received from a device according to the terms and conditions of Participant's service agreement with their wireless carrier if accessing or entering the Sweepstakes through a mobile device. Other charges may apply and may appear on a mobile phone bill or be deducted from a prepaid account balance. Wireless carriers' rate plans may vary, and Participants are encouraged to contact their wireless carrier for more information on messaging rate plans and charges relating to the participation and entry in the Sweepstakes. Mobile device service may not be available in all areas. Sponsor, Administrator, Gamification Provider, Promotion Parties and Vendors are not responsible for any charges incurred by Participant.

The decisions of the Sponsor shall be final and binding with respect to all aspects of the Sweepstakes. Winning any prize requires that the Potential Winner (further defined below) of the prize is, and remains, in compliance with these Official Rules. Unless a Participant is verified to be eligible and in compliance with these Official Rules, the Participant is, and will remain, a "**Potential Winner**," unless the Potential Winner is disqualified for not complying with the Official Rules. Sponsor reserves the right to disqualify any Potential Winner who Sponsor, in its sole discretion, determines is not permitted by law to receive a prize or has not complied with the Official Rules.

5. **HOW TO PLAY DURING SWEEPSTAKES PERIOD:** No purchase or payment is required to play or win in the Sweepstakes, and a purchase does not increase your odds of winning. Participating in this Sweepstakes does not guarantee winning. During the Sweepstakes Period, Game Participation includes one game code ("**Code**") to submit in the Online Sweepstakes ("**Game Play**") at [www.tonysgametime.com](http://www.tonysgametime.com) ("**Sweepstakes Site**") during the period beginning on June 3, 2026, at 08:00:00 AM Central Time ("**CT**,"") and ending on July 17, 2026, at 11:59:59 PM CT (collectively, the "**Game Play Period**."). Submitting a Code through the Sweepstakes Site during the Game Play Period will afford Participants additional opportunities to win (see below for additional details). The Code will be sent to qualified shoppers in the Store App or Via the AMOE as detailed in subsection 5(a)(ii), below . Game Participation can be obtained as follows, ***while supplies last***: (1) with purchase, as detailed in subsection 5(a)(i), below, and (2) without purchase, as detailed in subsection 5(a)(ii), below. The methods for Game Participation as detailed in these Official Rules are the only legitimate channels ("**Legitimate Channels**") for obtaining a Code. The purchase, sale, procurement, trading or barter of Game Participation by any other method, does not constitute Legitimate Channels and are expressly prohibited.

**(a) How to obtain a Code for Game Play:**

(i) **With purchase:** Customers must use their Store App phone number or scan their Store App bar code with in-store purchases of one (1) or more "qualifying products" at Participating Stores to qualify to participate. The Store App must be downloaded and active prior to making a qualifying purchase. The Code for Game Play will be sent through the Store App in the Messages tab. Participants who have notifications enabled for their Store App will receive a notification to let them know their Code has been sent (See FAQ's at

[www.tonysfreshmarket.com/gametime](http://www.tonysfreshmarket.com/gametime) for details on how to turn on notifications in the Store App). The Tonys Fresh Market app is free and available to download in the Apple App Store or Google Play Store. A list of qualifying products can be found here: [www.tonysfreshmarket.com/gametime](http://www.tonysfreshmarket.com/gametime). Limit one (1) Code per transaction per day. Online purchases, including, but not limited to, purchases made through <https://shop.tonysfreshmarket.com>, Uber Eats, DoorDash, GetUpside, Amazon, Shipt, Instacart, or other online merchants are ***not*** a Legitimate Channel for obtaining Game Participation and, therefore, the purchase will not qualify to receive a Code for the Game Play. ***Supplies are limited.***

(ii) **Without purchase (alternative method of entry (“AMOE”)):** A Participant can request Game Participation without buying any items at the Sponsor going to [www.NoPurchaseCode.com](http://www.NoPurchaseCode.com) and filling out the entry form (“**Online Request**”). Online Requests will receive a limit of one Code per day if the Online Request complies with the requirements of these Official Rules, ***while supplies last.*** Code will be sent to the email provided on online request within 48 hours. Online Requests must be submitted no later than July 7, 2026. Limit one Online Request may be made per day. Any Online Request which sponsor reasonably believe was submitted via bot, Artificial intelligence, with any other method than human input information by the individual whose name appears on the request, , or that otherwise fail to comply with these Official Rules, will not be honored, and the participant, as Sponsor’s sole discretion will be disqualified, and the persons submitting such requests will forfeit any participation.

**(b) How to win a prize:**

(i) Participants have several opportunities to win a prize throughout the Sweepstakes Period and some prizes will be made available at random times throughout the Sweepstakes Period. When a shopper makes a qualifying purchase, A Participant’s Game Participation presents the following opportunities: a chance for Instant Prize as well as a Code for Game Play, affording a Participant a chance to win a First Place Prize and a chance to win a Grand Prize (“**Grand Prize**”) (further described below). Not every Game Participation will award a prize (*see* Section 6 for odds of winning).

(A) **Instant Win Prize:** Some Game Participation will award an “**Instant Win Prize**” notification in the Store App or via the Online Request. For entries made in store with a purchase, if the Game Participation contains an Instant Win Prize, the Participant will receive a message in the Store App letting them know what store product they have won. For entries made through the AMOE, if the Game Participation contains an Instant Win Prize, Sponsor will mail participant a coupon for the Instant Win Prize to the address used when submitting the AMOE. Instant Win Prizes are redeemable at the cash register or checkout lane at any Participating Store on the Participant’s future visit no later than July 17, 2026. At

time of redemption, dependent on jurisdiction, Participant shall be responsible for additional payment of taxes.

(B) First Place Prizes: For a chance to win a First Place Prize, the qualifying Code is sent via the Store App in the Message tab or via email through the AMOE website after the Online Request is submitted. The Code must be registered at the Sweepstakes Site during the Game Play Period. During the Sweepstakes Period, Participants will have the opportunity to register only one (1) Code per Day and shall not submit their Code more than once in a Day or to register the same Code more than once during the Sweepstakes Period. Potential Winners for First Place Prizes will be selected randomly online by a time-based algorithm throughout the Sweepstakes Period. A Participant's Game Play must have occurred at the exact, randomly selected, predetermined winning time as identified by Sponsor and/or Administrator. If a Game Play does not occur at the exact, randomly predetermined winning time, then the next Participant's Game Play to occur after that time will be deemed a Potential Winner. If the number of Participants playing does not meet the total number of predetermined winners per Day, the prize(s) that have not been awarded shall be forfeited and shall not roll over to the next Day. Potential winners for First Place Prizes will be notified by e-mail or phone within forty-eight (48) hours after they are determined a Potential Winner by Sponsor. For each Day during the Sweepstakes Period, it is planned that at least two (2) Participants will each be awarded one (1) First Place Prize.

(C) Grand Prizes: All Game Play registrants are entered in one of two Grand Prize drawings. The Grand Prize 1 drawing will take place on or near June 24, 2026 and Grand Prize 2 drawing will take place on or near July 21, 2026. Grand Prize 1 will include all Game Play registrants who register by 11:59 pm June 23, 2026. Grand Prize 2 will include all Game Play registrants who register by 12:00 am June 24, 2026, through 11:59 pm July 17, 2026. First Place prize winners are also included in the Grand Prize drawings.

6. **PRIZES AND ODDS**: Odds are based on total Code count, with most prizes consisting of Instant Win prizes (*see* Section 7, below). Potential winning Game Participation is planned to be distributed on a random basis for an estimated seven hundred and 2 thousand, three hundred (702,300) total Codes. A winning Game Participation may reveal either (1) an Instant Win Prize and accompanying Code, or (2) a Code to submit through the Sweepstakes Site for a chance to win a First Place or Grand Prize.

(a) It is planned that Instant Prizes will include food and retail items and have approximate retail values ranging from \$1.25 to \$5.99. It is planned that approximately 140,600 Instant Prizes will be distributed between June 3, 2026 – July 7, 2026. The odds of winning an Instant Prize are approximately 1 in 5.

(b) It is planned that First Place Prizes will consist of home goods that may include, but are not limited to, small electronics, gift cards or kitchen supplies and/or appliances, and have approximate retail values ranging from \$50.00 to \$520.00. It is planned that approximately 90 First Place Prizes will be distributed between June 3, 2026, to July 17, 2026. The odds of winning a First Place Prize are approximately 1 in 7,691.

(c) It is planned that 2 Grand Prizes (“Grand Prize 1” and “Grand Prize 2”) are awarded at 2 designated times during the Game Period. The Grand Prize 1 drawing will take place on or near June 24, 2026 and Grand Prize 2 drawing will take place on or near July 21, 2026. Drawing#1 will include one (1) Grand Prize, distributed to one (1) Grand Prize Winner. Drawing #2 will include one (1) Grand Prize, distributed to one (1) Grand Prize Winner. Grand Prize drawing #1 includes one (1) “Meat for a Year” winner and Grand Prize drawing #2 includes one (1) “Groceries for a Year” winner. The “Groceries for a Year” will be in the form of a gift card, containing a value of \$5,200.00, redeemable only at Sponsor’s locations. The retail value of Groceries for a Year is approximately \$5,200.00, calculated on a weekly basis of \$100.00 per week. The “Meat for a year” will be in the form of a gift card, containing a value of \$1,820, redeemable only at Sponsor’s locations. Estimated value of “Meat for a year” is approximately \$1,820, calculated on a weekly basis of about \$35.00 per week. The odds of becoming a Grand Prize winner are 1 in 357,142.

All details of prizes will be determined by Sponsor in its sole and absolute discretion. Sponsor reserves the right to substitute a similar prize (or Prize Package element) of comparable or greater value for any reason at its sole and absolute discretion. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of prize are the sole responsibility of the Prize Winners (further defined below). Prizes cannot be transferred, exchanged, refunded or redeemed for cash and is valid only for the items detailed above, with no substitution of prize.

7. **TRANSFERS:** The transfer of a Code by an ineligible person to an eligible person is strictly prohibited.

8. **PRIZE CLAIM/REDEMPTION REQUIREMENTS AND VERIFICATION:**

(a) To Claim an Instant Prize: Instant Prizes are redeemable at a register and/or checkout lane at any participating Tony’s Fresh Market location upon the Participant’s future visit. Participants using the Store App will find their Instant Win item in the digital coupon section of the Store App. To redeem the item, click the “clip and save” button for the item prior to store visit. For the Online Requests winners will be mailed a coupon to being to the register which they will forfeit upon purchase. Instant Prize needs to be redeemed no later than July 17, 2026.

(b) To Claim First Place Prizes or Grand Prizes: The information submitted through the Online Sweepstakes Site and/or Prize Claim Documents shall be considered true and correct, and Sponsor will use the information submitted by the Participant to contact a Potential Winner of a First Place Prize or Grand Prize. Potential Winners will be contacted by e-mail or phone with further instructions on redemption, including an electronic website link to the Prize Claim Documents to be completed by a Potential Winner. All Prize Claim Documents must be submitted through the website link. Prize Claim Documents submitted by Potential Winners shall become

the sole property of Sponsor and will not be returned unless otherwise required by applicable law(s).

(c) **Verification:** All Potential Winners are subject to verification by Sponsor, whose decisions are final and binding in all matters related to the Sweepstakes. A Potential Winner is not a winner of any prize, even if the Online Sweepstakes game should indicate, unless and until Participant's eligibility has been verified, including completion of Prize Claim Documents to Sponsor's satisfaction, and Potential Winner has been notified that verification is complete. Prize Claim Documents are subject to verification. Sponsor will not accept screen shots or other evidence of winning Online Sweepstakes in lieu of its validation process. Once a Potential Winner has successfully verified their eligibility and submitted all required Prize Claim Documents, they will become an eligible prize winner ("**Prize Winner**"). Sponsor reserves the right, at its sole discretion, to disqualify any Participant from this Sweepstakes or any other promotion conducted now or in the future by Sponsor (and any of its affiliates and subsidiaries) if Sponsor reasonably determines that the Sweepstakes process has been tampered with, there is an attempt to circumvent the terms of these Official Rules or fraudulent acts or misconduct has affected the integrity or fair conduct of this Sweepstakes by said Participant. In the event of non-compliance by a Prize Winner to these Official Rules or claim and verification requirements, or if prize is returned as non-deliverable, the prize will be forfeited. If a Prize Winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited, and Sponsor will have no further obligation with respect to that prize or portion of the prize. The risk of loss for any prizes delivered by Sponsor or Administrator to a Prize Winner shall pass to the Prize Winner upon a carrier's delivery of the prize(s) to Prize Winner's address. Sponsor and Administrator shall be not liable for prizes that are lost, stolen, destroyed, tampered with or otherwise unusable by Prize Winner after carrier delivers the prize(s) to winner's address. In the event a prize is damaged in transit due to a carrier's negligence, Prize Winner shall have three (3) calendar Days to notify Sponsor of such damage. Upon receipt of Prize Winner's notification, Sponsor may, in its sole discretion, elect to replace the damaged prize with a substitute prize of equal or lesser value.

(d) **Deadline:** All Instant Win Prizes must be claimed by July 17, 2026. First Place Prizes should be fulfilled by August 21, 2026. Grand Prizes should be fulfilled by September 1, 2026. Unclaimed prizes shall be forfeited.

(e) **Releases:** Each Prize Winner may be required to participate in the prize fulfillment process and sign documents, such as a release, including a valid form of a US government-issued identification, to claim the prize. Potential Winners may be required to provide his/her valid Social Security Number to Sponsor for tax purposes and/or complete an IRS W-9 form in order to claim the prize. As a condition of receiving a prize, a Potential Winner may be required to complete, sign and have notarized an affidavit of eligibility, a liability release or similar documents as outlined by Sponsor and except where prohibited by law, a publicity release (all documents, releases, waivers and any other forms requested to be completed by Potential Winner throughout the Sweepstakes shall collectively be referred to as "**Prize Claim Documents**"). Prize Claim Documents must be returned via electronic website link within three (3) business Days upon Potential Winner's receipt of said documents. Sponsor and 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 a participant's e-mail account to receive e-mail

messages. Sponsor and Administrator disclaim any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, this Sweepstakes and reserve the right, at their sole discretion, to modify, cancel, terminate or suspend this Sweepstakes should any virus, bug, technical failure, unauthorized human intervention or other cause beyond Sponsor or Administrator's control, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes. Failure of a Prize Winner to timely sign and return any required documents or the return of any prize or prize notification as undeliverable, or failure of the Prize Winner to claim the prize or to comply with any term or condition of these Official Rules, may result in disqualification or the forfeiture of his or her interest in the prize.

(f) Permissions: 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 Prize Winner's name where required.

9. **GENERAL PRIZE RESTRICTIONS:** Prizes not claimed or forfeited may not be awarded at Sponsor's sole discretion. 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 Prize Winner upon award of the prize. Prizes will be delivered only to the address provided therein the Prize Claim Documents as completed by the Potential Winner. The verification of any prize valued at \$2,000.00 or more will require the Potential Winner to submit their social security number and the Sponsor to report to the IRS, if necessary. All taxes (including, without limitation, federal, state and/or local income taxes) on or connected with any prize, and the reporting consequences thereof, are solely the responsibility of respective Prize Winners.

All Prize Claim Documents received after the applicable redemption deadline stated in the Prize Claim Documents or delivered in a manner not stated herein these Official Rules shall be deemed VOID and will be ineligible for prizes. Prize Claim Documents that are complete and duly submitted online by the deadline stated in the Prize notification email will be verified by Sponsor, Administrator or an agent duly authorized by Sponsor. After the Prize Claim Documents are received and verified, each Prize Winner will be notified by regular mail, telephone or e-mail. If any Potential Winner fails or refuses to (1) properly sign, fully complete and timely return all Prize Claim Documents by the redemption deadline, or (2) if the Prize Claim Documents or a prize is returned as unclaimed or undeliverable to any Potential Winner, such Potential Winner will be disqualified and/or otherwise forfeit their prize. If a Potential 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 Winner. If any Potential Winner declines a prize, is found to be ineligible or fails to comply with these Official Rules, such Potential Winner will be disqualified and will forfeit the prize and all rights to the prize they otherwise might have received. As a result, Participants must return their completed Prize Claim Document via website link. Potential Winners may request to submit their Prize Claim Documents, using the U.S. Postal Service or, if applicable, to Tony's Fresh Market Gametime, P.O. Box 6407, Garden Grove, CA 92846, only upon Sponsor's prior, written consent. In the event Sponsor consents to a Potential Winner's request to mail the Prize Claim Documents, it is strongly recommended that Potential Winners retain a photocopy of all Prize Claim Documents submitted, and send the submission using

Registered, Certified or Express Mail with confirmation of delivery. Proof of mailing does not constitute proof of delivery. Sponsor is not responsible for undelivered or lost in transit Prize Claim Documents.

10. **CANCELLATION; MODIFICATION:** Sponsor reserves the right to cancel or modify this Sweepstakes, including these Official Rules, in a manner it deems appropriate or in the event there is any suspected evidence of tampering with any portion of the Sweepstakes, or if technical difficulties (including viruses and bugs) compromise the integrity of the Sweepstakes, or any other problem or issue that prevents the Sweepstakes from running as planned. Any such modification will be posted here.

11. **WINNERS LIST:** For the names of the Prize Winners, available after September 1, 2026, send a self-addressed, stamped envelope to: Tony's Finer Foods Enterprises, LLC, 2501 E. Guasti Rd. Ontario CA, 91761.

12. **PRIVACY NOTICE:** By participating in the 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/>, which is incorporated by reference as if restated in full herein.

13. **RELEASES AND LIMITATION OF LIABILITY:** By participating in this Sweepstakes, Participant waives all rights to, and releases and holds Sponsor, Administrator, Gamification Provider, the Promotion Parties, Participating Stores, Vendors, Microsoft Corporation, and each of their affiliated, parent or subsidiary companies, and each of its respective employees, officers, directors, agents, representatives, owners, managers (collectively, "**Released Parties**") harmless from, any claim, liability, loss, damage (including punitive, incidental, and consequential damages), personal injury (including death), property damage (including personal or real property) or expense (including attorneys' fees) arising out of or in connection with participation in the Sweepstakes, the selection of winners, or the acceptance, use or misuse of any prize. Sponsor and Promotion Parties will not be responsible for late, incomplete or incorrect entries; Participants' failure to receive communications regarding the Sweepstakes due to the provision of incorrect or non-functioning contact information; technical malfunctions; human error; or any typographical, technological or other error in the publishing of the offer, administration of the Sweepstakes or announcement of the prizes.

By entering this Sweepstakes, Participant further waives section 1542 of the California Civil Code and any similar law of any state, territory, or other jurisdiction. Section 1542 states:

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.

14. **DISCLAIMER OF WARRANTIES:** The Sponsor makes no warranties, and thereby disclaims any and all warranties, express or implied, concerning any prize in connection with the Sweepstakes. Without limiting the generality of the foregoing, such prizes are provided

“AS IS” without warranty of any kind, either expressed or implied, by the Sponsor, its Vendors, and the Promotion Parties hereby disclaim all such warranties, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and/or non-infringement.

15. **CHOICE OF LAW:** Participant agrees that all matter arising out of or relating to this Sweepstakes, these Official Rules and the Privacy Notice, are governed by, and construed in accordance with, the law of the state of Illinois, United States, without reference to the choice of law principles thereof.

16. **MANDATORY ARBITRATION:** As a condition of participating in this Sweepstakes, except where prohibited by law, Participant agrees 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, Participant agrees 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. Participant agrees that, as a condition of participating in this Sweepstakes, Participant waives 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 in Cook County, Illinois, 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.

17. **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: [info@stellar-marketing.net](mailto:info@stellar-marketing.net).