

FoodMaxx Supermarkets
Great American Backyard Cookout Sweepstakes

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO ENTER OR WIN.

1. **Sponsor.** FoodMaxx Supermarkets, a California corporation ("Sponsor") is offering the *Great American Backyard Cookout* (the "Sweepstakes") as described in these Official Rules.
2. **No Purchase to Enter.** NO PURCHASE NECESSARY TO ENTER OR TO WIN THIS Sweepstakes.
3. **Prize(s):** The Prize for this sweepstakes is a \$100 FoodMaxx Supermarkets Gift Card. Sponsor reserves the right to substitute prizes of equal or greater value at any time. No substitution or transfer of prize permitted, except by Sponsor who reserves the right to substitute a prize of comparable or greater value. Eligible prize winners will receive gift cards that may be redeemed at FoodMaxx Supermarkets. All references to a Prize are defined in the preceding sentence and use of the singular and plural tense of the word Prize is not intended to supersede, amend or alter the terms set forth herein.
4. **Eligibility.** The Sweepstakes is open only to legal residents of California and Nevada, U.S.A., who are at least the age of majority at time of entry, and meet the eligibility requirements detailed below. Employees, officers and directors and their immediate families (spouses, siblings, children, household members and the spouses and children of the foregoing) of Sponsor are not eligible. By entering the Sweepstakes, participants agree to accept and be bound by all terms of these Official Rules, and participants agree to and acknowledge the Terms of Use and Privacy Policy of the Sweepstakes Site. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. **THE SWEEPSTAKES IS VOID IN EVERY STATE EXCEPT CALIFORNIA AND NEVADA AND WHEREVER TAXED, PROHIBITED OR RESTRICTED BY LAW, INCLUDING WITHOUT LIMITATION, TO JURISDICTIONS WITH LAWS THAT WOULD REQUIRE REGISTRATION, DISCLOSURE, FILING, TRUST ACCOUNT, OR POSTING OF A BOND, OR ANY OTHER REQUIREMENTS THAT ARE NOT SATISFIED BY THE TERMS OF USE AND THESE OFFICIAL RULES.**
 - a. **Entry Procedures.** You can enter the Sweepstakes by posting a photo of your backyard campsite to your public Instagram profile (Instagram.com is the "Sweepstakes Site"). You must tag @FoodMaxx and use the hashtags "#GreatAmericanBackyardCookout" and "#FoodMaxx" in the status message in your Instagram post to be considered a valid entry. You may enter no more than one (1) photo of your back yard cook out setup. Once you have uploaded and posted your photo to Instagram, you cannot alter the image. However, you can remove your photo at any time and thereby withdraw your participation in the Sweepstakes. Once your entry has been selected as a potential winner you will not be able to withdraw or rescind the license granted to Sponsor as set forth in Section 9 of this Official Rules.

- b. Sponsor does not assume any responsibility for lost, late, incomplete, stolen, misdirected, or ineligible entries (including digital image files that do not comply with Sponsor's size and format requirements); or for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections, availability or garbled or jumbled transmissions, or service provider/Internet/website/use net accessibility or availability, traffic congestion, or unauthorized human intervention.
 - c. By entering the Sweepstakes, including by submitting your photo, you represent and warrant to Sponsor that you own all rights and title in and to the photo, that the backyard campsite depicted in the photo is your backyard campsite, that the photo does not infringe upon the rights of any third party, including but not limited to the copyrights in and to the photo, and that you grant to Sponsor a license to use the photo and the submitted information about you and your backyard for any purpose by Sponsor and waive any and all claims regarding Sponsor's use of the photo and the images and likenesses contained therein, in perpetuity.
 - d. Sponsor reserves the right to remove a submitted photo at any time for any reason, in its sole and absolute discretion.
5. **Sweepstakes Period.** Sponsor reserves the right to modify, cancel, terminate or suspend the Sweepstakes at any time in its sole discretion. The Sweepstakes will begin on June 24th, 2020 at 12:01 AM Pacific Standard Time and end on July 21st 2020 at 11:59 PM Pacific Standard Time. Photos may be submitted beginning on July 1, 2019 at 12:01 AM Pacific Standard Time and ending on June 24th, 2020 at 11:59 PM Pacific Standard Time. Sponsor's clock shall be the clock of record. At the conclusion of the sweepstakes period, all entries will be compiled and a winner will be randomly selected. Only one (1) photo may be submitted by each household, as determined by Sponsor in its sole discretion. All additional entries submitted by the same household will be void. Winners will be notified through an Instagram Direct Message and will have forty-eight (48) hours to respond to Sponsor. If a winner fails to respond within this time frame, Sponsor will remove entry from the list and randomly select a new winner. The decision of Sponsor is final. When a winner is announced, the winning photo will be posted on the Sponsor's social media accounts and may otherwise be disseminated as Sponsor so desires (including sales, trades, barter, giveaways and/or as prizes).

Misc. Entries received prior to the start date or after the end date of the Sweepstakes Period will be disqualified. All entries must be submitted in the name of or represent an individual person and a prize can only be awarded to the person whose name is on or correlates to the winning entry. All entries become the property of Sponsor and will not be acknowledged or returned. False or deceptive entries or acts, as determined by Sponsor, will render the participant ineligible. Sponsor may prohibit any participant or potential participant from participating in the Sweepstakes, if at the sole discretion of Sponsor, such person shows a disregard for these Official Rules, or acts (1) in an unsportsmanlike manner; (2) with an intent to annoy, abuse, threaten, or harass any other participant, Sponsor, or their agents or representatives; or (3) submits photos that are obscene, pornographic, inappropriate, or that violate a third party's intellectual property rights, privacy rights or rights of publicity, or (4) acts in any other disruptive manner.

Any questions or disputes will be judged by Sponsor in its sole and absolute discretion and such determination shall be final in all respects and without recourse.

IF NOT RESOLVED THROUGH DIRECT DISCUSSIONS, ANY DISPUTE OR CLAIM SHALL BE RESOLVED BY FINAL BINDING ARBITRATION WITH AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN CALIFORNIA. VENUE FOR ANY PROCEEDINGS WILL BE IN STANISLAUS COUNTY, CALIFORNIA.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

6. **License to Submitted Photo and Winner's Information and Image.** By entering the Sweepstakes, participants grant Sponsor and its affiliates the right, unless prohibited by law, to use the submitted photograph of their backyards, their names, city and state of residence, without compensation or consideration of any type what so ever, for the purpose of running this Sweepstakes, promoting this Sweepstakes, and any and all purposes of Sponsor and its affiliates, and participants grant all such rights to Sponsor for the purposes of advertising and publicizing the goods and services of Sponsor and all matters related to this Sweepstakes in any manner or medium, throughout the world in perpetuity without any royalty or financial compensation. By accepting a prize offered herein, the winner agrees to the use by Sponsor and its affiliates, for any and all purposes, of the submitted photograph(s), winner's name, city and state of residence, biographical information, voice, portrait, quotes, comments, image, pictures and likeness (collectively, "Winner's Information and Image"), without further compensation or consideration, in any and all media now known or hereafter developed throughout the world in perpetuity, unless prohibited by law and releases Sponsor from any and all claims and demands arising out of the use of the Winner's Information and Image. This consent and release includes, but is not limited to, any and all claims and demands for libel and unauthorized commercial uses under California Civil Code Section 3344.
7. **Prize Form and Affidavit/Liability/Publicity Release.** Except where prohibited by law, as a condition precedent to receipt of a Prize, the winner will be required to sign a Customer Prize Form and Affidavit of Eligibility and Liability and Publicity Release (the "Prize Form and Release"), including without limitation, granting Sponsor the right to use, for any and all purposes, Winner's Information and Image, without further compensation or consideration, in any and all manner or medium now known or hereafter developed throughout the world in perpetuity and releasing Sponsor from any claims or liabilities arising out of the Sweepstakes or the use of Winner's Information and Image, unless prohibited by law. Each winner will be required to complete and execute the Prize Form and Release and return it by US mail to Sponsor's address provided herein; the envelope containing the completed Prize Form and Release must be postmarked no later than twenty (20) days after the winner has been notified and must be received by Sponsor no later than thirty (30) days after Sponsor's first attempted potential winner notification. Noncompliance with this time period will result in disqualification.

8. **Limitation on Liability.** Entrant's sole remedy for a confirmed erroneous deletion, loss or otherwise destroyed or corrupted Entry shall be another Entry in the Promotion, if possible.
9. **Privacy Policy.** All information provided to Sponsor in connection with the Sweepstakes shall be treated by Sponsor in accordance with Sponsor's privacy policy, located on the Sweepstakes Site (<https://www.foodmaxx.com/privacy-policy>), unless otherwise set forth herein. All such information shall be the sole and exclusive property of Sponsor.
10. **Disclaimer/Release/Indemnity.** Sponsor expressly disclaims any responsibility and participants hereby release, and agree to indemnify, defend and hold harmless, Sponsor and its employees, officers, directors, managers, shareholders, members, agents, and its respective parent companies, affiliates, subsidiaries, and advertising, promotion and legal advisors and successors from any and all claims and demands arising out of or in connection with any injury or loss to any person or property relating to participation in the Sweepstakes, Sponsor's use of Winner's Information and Image (as defined above) or the delivery and/or subsequent use, misuse or possession of any prize awarded. Sponsor and its employees, officers, directors, managers, shareholders, members, agents, and their respective parent companies, affiliates, subsidiaries, and advertising, promotion and legal advisors are not responsible for and shall not be liable for: (i) late, lost, delayed, rejected, misdirected, incomplete, illegible, or unintelligible entries; (ii) telephone, electronic, hardware, or software program, network, Internet, or computer malfunctions, failures, or difficulties; (iii) errors in transmission; (iv) any condition caused by events beyond the control of Sponsor that may cause the Sweepstakes to be disrupted or corrupted; (v) any injuries, losses, or damages of any kind caused by a prize or resulting from acceptance, possession, use, or misuse of a prize, or from participation in either Sweepstakes; (vi) any printing or typographical errors in any materials associated with the Sweepstakes; or (vi) any injury or damage to participants or to any computer, related to or resulting from participating or downloading materials in the Sweepstakes, whether caused by website users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of submissions in the Sweepstakes.

Entrants represent and warrant that they own and/or have the authority to release the claims stated herein and each expressly waives Section 1542 of the California Civil Code, which provides:

“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 release party.”

11. **Sponsor's Right to Cancel.** If technical or other administrative difficulties of any kind compromise the integrity or ability to continue the Sweepstakes, or any method of entry, verification or prize-claiming, Sponsor reserves the right to modify, cancel, suspend, or terminate the Sweepstakes or any part thereof. In case of cancellation or modification, notice will be posted at Sponsor's website. In the event of sabotage, acts of God, computer virus or other events or causes beyond the Sponsor's control, which corrupt the integrity, administration, security or proper operation of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to modify, cancel, terminate or suspend the Sweepstakes. In the event of cancellation, Sponsor reserves the right (but does not have the obligation) to award the prize from among all eligible, non-suspect entries received during the month in during which the event requiring such cancellation takes place.

12. **Governing Law; Venue.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant, winner and/or Sponsor, shall be governed by, and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of California, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than California. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. By entering the Sweepstakes, each entrant submits to the personal jurisdiction of the State of California. Venue shall only reside in Stanislaus County, California and in the event a court of competent jurisdiction is not available in Stanislaus County, then venue shall be in the nearest California County to Stanislaus with a court of competent jurisdiction.
13. **Official Rules.** For a copy of these Official Rules, print this web page or send a request and enclose a self-addressed, stamped envelope to Great American Backyard Cookout Sweepstakes, c/o FoodMaxx Supermarkets, PO Box 4287, Modesto, California 95350.
14. **Name of Winner.** The name of the winners for the Sweepstakes may be obtained by visiting the Sweepstakes Site, or by sending a request and enclosing a self-addressed, stamped envelope to Great American Backyard Cookout, c/o Zech Keenan - FoodMaxx Supermarkets, PO Box 4287, Modesto, California 95350. Your request may be sent after the end of the Sweepstakes Period, but no later than one (1) week after the end of the last day of the Sweepstakes.
15. **Odds of Winning.** The odds of winning depend upon the total number of eligible entries received during each month of the Sweepstakes.
16. **Severability.** If any term or provision of these sweepstakes rules is held to be invalid, illegal, or unenforceable under applicable law in California or Nevada, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these sweepstakes rules or invalidate or render unenforceable such term or provision in any other jurisdiction.