ACME Markets®/Musselman's®/Philadelphia Union 2017 Summer "Suite-Life" Sweepstakes

Official Rules

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

- 1. Eligibility: ACME Markets/Musselman's/Philadelphia Union "Suite-Life" Sweepstakes 2017 (the "Sweepstakes") is open only to U.S. legal residents of Pennsylvania, New Jersey, Delaware and Maryland who are at least 18 years of age as of April 28, 2017 and are within a 75 mile radius of Talen Energy Stadium, Chester PA. Employees of New Albertson's, Inc., Philadelphia Union, Keystone Sports & Entertainment, Major League Soccer, L.L.C. ("MLS"), and Soccer United Marketing, LLC ("SUM" and collectively with MLS, the "MLS Entities"), Knouse Foods, Inc. and their parent and affiliate companies, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void outside Pennsylvania, New Jersey, Delaware, Maryland and where prohibited. Sponsor reserves the right to verify eligibility qualification of winner. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- **2. Sponsor(s)/Administrator(s)**: ACME Markets, 75 Valley Stream Parkway Malvern, PA 19355, Musselman's and Philadelphia Union. The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook or any other social media platform. Entrants understand that they are providing their information to Sponsor and not to Facebook or any other social media platform. Any questions, comments or complaints regarding this Sweepstakes shall be directed to Sponsor and not Facebook or any other social media platform.
- **3. Timing:** The Sweepstakes begins on Friday, April 28, 2017 at 12:01:01 a.m. Eastern Time ("ET") and ends on Thursday, May 25, 2017 at 11:59:59 p.m. Eastern Time ("ET") (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Sweepstakes.
- **4. How to Enter:** During the Promotion Period, visit the URL http://www.acmemarkets.com/applesauce and fill out your email address, first name, last name, city, state, zip code, and telephone number by the end date and time of the Sweepstakes. One entry per customer; one customer per email address.

- **5. Drawing:** The administration and operation of the Sweepstakes and the selection of the potential winner is final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winner from all eligible entries received during the Promotion Period. The potential winners will be notified via email or phone call (Sponsor will not leave messages in voicemails or other answering devices) on or around Monday, June 5, 2017. Potential winner will forfeit the prize if no response is received within 48 hours. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential Sweepstakes Prize winner is disqualified for any reason, Sponsor will award the prize to an alternate winner by random drawing from among all remaining eligible entries received during the Promotion Period. Prize will be mailed to confirmed mailing address provided by the winner.
- **6. Sweepstakes Prizes:** Four (4) lucky winners will each receive four (4) suite tickets, a VIP parking pass, and four (4) pre-game field passes to the Philadelphia Union game against the DC United on June 24, 2017 at 7pm ET. Approximate Retail Value ("ARV") \$500.00 (the "Prize"). Total ARV of all Prizes: \$2000.00. Odds of winning a Sweepstakes Prize depends on the number of eligible entries received during the Promotion Period.
- **7. The Prizes**: Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use.
- **8. Release:** By receipt of any prize, winner agrees to release and hold harmless Sponsor, Facebook, Inc., Administrator, Knouse Foods, Inc., Philadelphia Union, Keystone Sports & Entertainment, the MLS Entities, and each of their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each of such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.
- **9. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions, image and/or biographical information and statements for advertising, trade, publicity and promotional purposes without additional compensation, in perpetuity, in any media known and hereafter discovered, worldwide and on the internet and World Wide Web, without notice, review or approval by the Winner and those acting under Sponsor's authority.
- **10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as

determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds or suspects to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

- 11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.
- 12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for Idaho; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred up to the total ARV of one (1) prize, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. 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.

- **13. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy (http://www.acmemarkets.com/privacy-policy/)
- **14. Winner List:** For a winner list, visit http://www.acmemarkets.com. The winner list will be posted on ACME Markets' Blog after winner confirmation is complete. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook or any other social media platform. You understand that you are providing your information to Albertsons LLC and not to Facebook or any other social media platform. The information you provide will only be used for administering the Sweepstakes.