



## GRAND OPENING SWEEPSTAKES

### OFFICIAL RULES

#### NO PURCHASE NECESSARY

1. PROMOTIONAL PERIOD: 7/25/18 – 8/28/18

2. HOW TO ENTER: You may enter using either one of two available methods; method of entry does not affect chance of winning.

A) At Super 1 Foods store locations at (i) 939 S. Lewis, New Iberia, LA 70560; (ii) 1800 W. Laurel Ave., Eunice, LA 70535; (iii) 2210 Veterans Memorial Dr., Abbeville, LA 70510; (iv) 2004 N. Parkerson Ave., Crowley, LA 70526; (v) 1411 The Blvd., Rayne, LA 70578; (vi) 924 Rees St., Breaux Bridge, LA 70517; (vii) 204 Northwest Blvd., Franklin, LA 70538; and (viii) 420 Hospital Rd., New Roads, LA 70760 ("Participating Locations"), purchase \$10 worth (excluding sales tax) of participating Brookshire's brand products (list of participating products available at [www.super1foods.com](http://www.super1foods.com)) in a single transaction and at checkout a receipt entry form will be generated. Fill out the receipt entry form by hand printing your complete name, street address (no P.O. boxes), city, state, and zip code, plus daytime and evening telephone numbers with area code. If you do not have a telephone, indicate "No Phone" on the receipt entry form. Place your completed receipt entry form in the official entry box at a Participating Location.

B) To enter without purchase, on a plain piece of 4" x 6" paper, hand print your complete name, street address (no P.O. boxes), city, state, and zip code, plus daytime and evening telephone numbers with area code. If you do not have a telephone, indicate "No Phone". Place your completed entry in the official entry box at a Participating Location.

There is no limit on the number of times you may enter. No photocopied or mechanically reproduced entries will be accepted. Illegible or incomplete entries are void. Promoter and the Promotional Partners (as defined below) are not responsible for entries which are lost, late, mutilated, misdirected, damaged, incorrect, entries not received in time for the random drawings, faulty machinery or other mechanical error. All entries and other materials submitted to Promoter become the property of Promoter and none will be returned. All entries must be received no later than 8/28/18.

3. ELIGIBILITY: This Sweepstakes is open only to legal residents of Louisiana who are 18 years of age or older at the time of entry and who live within a 25-mile radius of a Participating Location ("Entrant"). Employees of Promoter, its advertising or promotion agencies, those involved in the production, development, implementation or handling of

this Sweepstakes, any agents acting for or on behalf of the above entities, their respective parent companies, officers, directors, subsidiaries, affiliates, licensees, service providers, prize suppliers and fulfillment companies, and any other person or entity associated with this Sweepstakes (collectively, the “Promotional Partners”) are ineligible to enter or win this Sweepstakes. Immediate Family Members of such individuals are also not eligible to enter or win this Sweepstakes. “Immediate Family Members” means parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, and spouses, whether or not living at the same residence.

4. RANDOM DRAWING: One (1) winner (each a “**Winner**”) will be selected by random drawing each week during the Promotional Period at each Participating Location from among entries received at such Participating Location during the applicable one-week period. Drawings for entries received between 7/25/18 and 7/31/18 (such dates being inclusive) will be held on or about 8/1/18. Drawings for entries received between 8/1/18 and 8/7/18 (such dates being inclusive) will be held on or about 8/8/18. Drawings for entries received between 8/8/18 and 8/14/18 (such dates being inclusive) will be held on or about 8/15/18. Drawings for entries received between 8/15/18 and 8/21/18 (such dates being inclusive) will be held on or about 8/22/18. Drawings for entries received between 8/22/18 and 8/28/18 (such dates being inclusive) will be held on or about 8/29/18. All entries not selected will be discarded after the applicable drawing and will not be included in any future drawings as part of this Sweepstakes. Odds of winning depend on number of entries received. Winners will be contacted by telephone (or mail if “No Phone” is indicated on entry). If Winner does not claim their prize (within 10 days), the prize will be forfeited. Winner may be required to sign an affidavit of eligibility and release of publicity/liability (“**Affidavit**”) within the time period specified by Promoter in the letter accompanying the Affidavit (“**Prize Letter**”) or prize will be forfeited. If mail is undeliverable without a forwarding address, then the prize may be forfeited. An alternate Winner for forfeited prizes may be selected at Promoter’s sole discretion. Prize will be awarded upon receipt of Affidavit, and verification of Winner. Promoter and the Promotional Partners are not responsible for lost, late, mutilated, or misdirected prize notices or for any typographical or other error in the printing of the offer, administration of the Sweepstakes, or announcement of the prizes. In the event of any such error, Promoter reserves the right to modify this Sweepstakes in a manner deemed reasonable in Promoter’s sole discretion.

5. PRIZES & APPROXIMATE RETAIL VALUE (“**ARV**”): Forty (40) prize Winners will each receive one (1) Super 1 Foods Gift Card with an ARV of \$250.00. Odds of winning depend on number of entries received. Prizes consist of only those items specifically listed as part of the prize; all unspecified expenses are the Winner’s responsibility. Limit one (1) prize per family/household during this Promotional Period. No substitution, cash redemption, or transfer of prize permitted by Winner. Promoter reserves the right to substitute a prize of equal or greater value. All prizes will be awarded. ARV of all prizes to be awarded as part of this Sweepstakes is \$10,000.

6. GENERAL RULES: All federal, state and local taxes are the sole responsibility of Winner. All federal, state and local laws and regulations apply. Void where prohibited or

restricted by law. By participating in this Sweepstakes, Entrants agree to be bound by these Official Rules and the decisions of the judges. BY PARTICIPATING IN THIS SWEEPSTAKES AND/OR BY ACCEPTING ANY PRIZE THAT ENTRANT MAY WIN, EACH ENTRANT AGREES TO RELEASE PROMOTER, THE PROMOTIONAL PARTNERS, AND EACH OF THEIR RESPECTIVE SUCCESSORS, EMPLOYEES, AGENTS REPRESENTATIVES AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL ACTIONS, CLAIMS, INJURY, LIABILITY, LOSS OR DAMAGE ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, FROM PARTICIPATION IN THIS SWEEPSTAKES AND/OR ACCEPTANCE OR USE OF A PRIZE, INCLUDING, WITHOUT LIMITATION, THOSE ARISING IN ANY MANNER, DIRECTLY, OR INDIRECTLY, IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE RELEASED PARTIES. Acceptance of a prize constitutes permission to the Promoter and the Promotional Partners to use a Winner's name, voice, likeness, biographical data, city and state of residence, and entry materials worldwide in perpetuity for purposes of advertising and trade and on a winners list, without further compensation or right of approval unless prohibited by law. Promoter and the Promotional Partners are not obligated to use any of the above-mentioned information or materials, but may do so and may edit such information or materials, at their sole discretion, without further obligation or compensation. The Released Parties shall not be liable for: (i) late, lost, delayed, stolen, misdirected, incomplete, unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses, liabilities or damages of any kind caused by the prize or resulting from acceptance, possession or use of a prize including participation in any activity or travel related thereto, or from participation in the Sweepstakes; (v) any inability of Winner to accept or use any prize (or portion thereof) for any reason and such prize or portion thereof shall be forfeited; or (vi) any printing, typographical, human administrative or technological errors in any materials associated with the Sweepstakes. Promoter and the Promotional Partners disclaim any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Sweepstakes.

7. TAMPERING/VIOLATIONS/DISRUPTION: Promoter may, in its sole determination, disqualify any person it believes may be tampering with the entry or other operation of the Sweepstakes or acting in violation of the Official Rules, in a non-sportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person.

**CAUTION:** ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES. SHOULD SUCH AN ATTEMPT TO BE MADE, PROMOTER RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON OR ENTITY TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

8. CANCELLATION/MODIFICATION: Promoter may, in its sole discretion, cancel, terminate, modify or suspend the Sweepstakes or modify the Sweepstakes or Official Rules if the Sweepstakes is not capable of running as Promoter planned for any reason (including, but not limited to, due to tampering, unauthorized intervention, computer virus, fraud, technical or human error or any other causes which Promoter, in its sole opinion, deems could corrupt or affect the administration, security, fairness, integrity or intended conduct of this Sweepstakes or amendment and/or adoption of new or existing laws and/or regulations regarding the administration, operation, or any other aspect of the Sweepstakes in any jurisdiction).

9. NO PRIZE WARRANTY: WITHOUT LIMITING THE FOREGOING, ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

10. DISPUTES/ARBITRATION PROVISION: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, EXCLUSIVE OF THE CONFLICTS OF LAW PRINCIPLES THEREOF. AS A CONDITION OF PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE THAT ANY AND ALL DISPUTES WHICH CANNOT BE RESOLVED THROUGH DIRECT DISCUSSIONS BETWEEN THE PARTIES, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS SWEEPSTAKES, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, EXCLUSIVELY BY FINAL AND BINDING ARBITRATION, APPLYING TEXAS LAW, EXCLUSIVE OF THE CONFLICTS OF LAW PRINCIPLES THEREOF, WITH AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN TEXAS. FORUM AND VENUE FOR ANY ARBITRATION PROCEEDINGS WILL BE IN SMITH COUNTY, TEXAS. THE REMEDY FOR ANY CLAIM SHALL BE SUBJECT TO ALL LIMITATIONS AND RELEASES SET FORTH IN THESE OFFICIAL RULES, BE LIMITED TO ACTUAL OUT OF POCKET DAMAGES, AND SHALL NOT, IN ANY EVENT, INCLUDE ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, ATTORNEY'S FEES OR COSTS OF BRINGING A CLAIM, OR ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF.

11. LEGAL LIMITATIONS: SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR OF IMPLIED WARRANTIES. CHECK YOUR LOCAL LAWS. SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

12. PRIVACY POLICY: Information is being provided to Promoter and not to Facebook, Twitter or Instagram. Promoter is responsible for the collection, storage, and safeguarding of any information, including personal identifying information, requested by Promoter and supplied by Entrant for entry to the Sweepstakes. Any personal information supplied by Entrant will be subject to the privacy policy of Promoter posted at

<http://www.super1foods.com/privacy-policy>. By entering the Sweepstakes, Entrant grants Promoter permission to share Entrant's personally identifiable information with the Promotional Partners for the purpose of administration and prize fulfillment, subject to their respective privacy policies and terms of service. Additionally, by opting-in to specific offers from Promoter and any of the Promotional Partners, Entrant's personal data and other submitted information will be available to Promoter and such Promotional Partners, subject to their respective privacy policies and terms of service, and, accordingly, Entrant may, pursuant thereto, agree to receive certain additional email communication from Promoter and such Promotional Partners. Promoter will not sell, rent, transfer or otherwise disclose your personal data to any third-party other than as explicitly described herein.

13. WINNERS LIST: For the names of Winners, available after 9/30/18, send a hand-addressed #10 envelope with first-class postage affixed to: Super 1 Foods Grand Opening Sweepstakes Winners List, ATTN: Marketing, 1600 West Southwest Loop 323, Tyler, TX 75701.

14. PROMOTER: Brookshire Grocery Company dba Super 1 Foods, 1600 West Southwest Loop 323, Tyler, TX 75701.

**This Sweepstakes is not sponsored, endorsed or administered by Facebook, Twitter, or Instagram. Facebook, Twitter, and Instagram are completely released of all liability associated with this Sweepstakes.**

## **SUPER 1 FOODS GRAND OPENING SWEEPSTAKES**

### **Abbreviated Rules**

NO PURCHASE NECESSARY. Open to legal residents of LA who are 18 years of age or older at the time of entry and who live within a 25-mile radius of Super 1 Foods store locations at (i) 939 S. Lewis, New Iberia, LA 70560; (ii) 1800 W. Laurel Ave., Eunice, LA 70535; (iii) 2210 Veterans Memorial Dr., Abbeville, LA 70510; (iv) 2004 N. Parkerson Ave., Crowley, LA 70526; (v) 1411 The Blvd., Rayne, LA 70578; (vi) 924 Rees St., Breaux Bridge, LA 70517; (vii) 204 Northwest Blvd., Franklin, LA 70538; and (viii) 420 Hospital Rd., New Roads, LA 70760. To enter without a purchase: On a plain piece of 4" x 6" paper, hand print your complete name, street address (no P.O. boxes), city, state, and zip code, plus daytime and evening telephone numbers with area code. Place your completed entry in the official entry box at any one of the Super 1 Foods store locations listed above. Odds of winning depend on number of entries received. Subject to Official Rules, available at [www.super1foods.com](http://www.super1foods.com). Void where prohibited by law. Ends 8/28/2018.