

Pete's Market App Giveaway

OFFICIAL RULES

No purchase necessary to enter or to win Pete's Market App Giveaway. A purchase will not increase your chances of winning. Void where prohibited by law.

By entering the giveaway, you agree to these official rules which are a contract. Read these rules carefully before entering. Without limitation, this contract includes indemnities to the giveaway sponsor from you and a limitation of your rights and remedies. By entering, you agree to waive any right to claim any ambiguity or error in these official rules.

1. ELIGIBILITY: This Giveaway is open to legal residents of the U.S. who are 18 years of age or older as of July 1, 2023. Employees of Pete's Market and all other participating retailers, manufacturers are eligible to enter the Giveaway or to win a prize.

Entrants may be required to provide proof of eligibility. Eligibility determinations will be made by Sponsor. Sponsor reserves the right to disqualify entrants who violate these Official Rules or interfere with this Giveaway in any manner.

2. HOW TO ENTER: Beginning 12:00PM CST on July 1, 2023, and ending at 11:59PM CST on July 31, 2023, any customer or employee that is a Pete's Market App Member will already be entered. If you do not have the Pete's app, all you need to do is download the app and sign up on your during the giveaway dates! The App is completely free to have and use.

Go to petesfresh.com/app for complete instructions on downloading the app.

3. RANDOM DRAWING: We will conduct a random drawing on August 1, 2023, from our database of active Pete's Market App members.

4. PRIZES: One winner will receive a \$500 Pete's Market gift card. PRIZE VALUE: \$500.

5. GENERAL RULES: VOID WHERE PROHIBITED BY LAW. NO PURCHASE NECESSARY TO ENTER OR WIN. Sponsor's decisions with respect to all aspects of the Giveaway are final and binding. No more than the advertised number of prizes will be awarded. A prize winner may not substitute or transfer any prize. Any prize/prize notification returned to Sponsors as undeliverable will result in the entrant being disqualified from the Giveaway, and Sponsors will select an alternate entrant as the prize winner if time allows. Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the Giveaway if it becomes technically corrupted and select winner by random drawing from among all eligible entries received prior to such cancellation, or termination, modification, or suspension. Any attempt by any person to undermine the legitimate operation of the Giveaway 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.

6. LIMITATION OF LIABILITY: By entering the Giveaway or accepting a prize, Giveaway entrant and/or the prize winner consents to the Sponsors' and their agencies' use of the winner's name and likeness for purposes of advertising and trade in perpetuity without further compensation, unless prohibited by law. By entering the Giveaway or accepting a prize, the Giveaway entrant and/or prize winner agrees to defend, indemnify, and hold harmless all Pete's Market entities, and their respective owners, subsidiaries, affiliates, partners, directors, officers, employees and assigns, against any and all claims, liabilities, debts, obligations, costs, fees, expenses, actions and causes of action arising out of or in any way related to the Giveaway; these Official Rules; any Giveaway entry; the negligence of the Sponsors; the acceptance, possession, misuse or use of any prize; and any participation in the Giveaway. Winners assume all liability for any injury or damage

caused or claimed to be caused by participation in this promotion or use or redemption of any prize and expressly agrees to forever waive, release, discharge, and covenant not to sue Sponsor or its owners, subsidiaries, affiliates, partners, directors, officers, employees and assigns for any cause of action arising out of or in any way related to the Giveaway; these Official Rules; any Giveaway entry; the negligence of Sponsor; the acceptance, possession, misuse or use of any prize; and any participation in the Giveaway. By entering the Giveaway or accepting a prize, Giveaway entrant and/or prize winner represents and warrants that he or she owns and/or has the authority to release the claims stated herein. As a condition to participating in this Giveaway, each entrant agrees that (a) any and all disputes that cannot be resolved between the parties, and all causes of action arising out of or in connection with this Giveaway shall be resolved individually, without resort to any form of class action, exclusively before a court located in DuPage County, Illinois, having competent jurisdiction, which court shall apply the laws of the State of Illinois, without regard to the conflicts of law principles thereof; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway, but in no event attorneys' fees; and (c) 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** The entrant and Sponsor hereby waive any and all right to trial by jury. If any provision of these Official Rules is declared or found by a court of competent jurisdiction to be illegal, unenforceable or void, then such provision will be null and void but each other provision hereof not so affected will be enforced to the full extent permitted by applicable law. Sponsor is not responsible for winner limitations that prevent acceptance or use of any prize. By participating in this promotion, entrants agree to be bound by the Official Rules and the decisions of the Sponsor. Sponsors reserve the right to prohibit an individual from participating in this Giveaway if Sponsors suspect the individual has engaged in fraud or tampering, directly or through others, with respect to this Giveaway or any other promotion of Sponsors, or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules. Sponsors are not responsible for late, lost, damaged, incomplete, illegible, postage due, or misdirected mail, incorrect announcements of any kind, or Internet, e-mail, technical, hardware, software, or transmission failures of any kind. Proof that an entrant has submitted an entry will not be deemed proof that Sponsors received such entry. Any use of robotic, automatic, programmed or the like methods of participation will void all such submissions by such methods. Sponsors are not responsible for any typographical or other error in the printing, the offering or the announcement of any prizes or in the administration of the promotion or contest.

7. PRIVACY: Please review Sponsor's Privacy Policy at www.petesfresh.com/privacy-policy. By participating in the Giveaway, you hereby agree to Sponsor's collection and usage of your personal information as permitted by Sponsor's Privacy Policy and acknowledge that you have read and accept Sponsor's Privacy Policy.

8. WINNERS LIST: The winner may be announced on the Pete's Market Facebook Page after August 1, 2023.

9. SPONSOR/ADMINISTRATOR: Pete's Market, 4333 S. Pulaski Rd., Chicago, IL 60632