

ACME XTU ANNIVERSARY SHOW SWEEPSTAKES OFFICIAL RULES
July 9 – August 5, 2021

NO PURCHASE NECESSARY TO ENTER OR TO WIN THE ACME XTU ANNIVERSARY SHOW SWEEPSTAKES (THE "SWEEPSTAKES").

VOID WHERE PROHIBITED BY LAW.

1. HOW TO ENTER: From July 9, 2021, at 12:00 a.m. Eastern Time ("ET") through August 5, 2021, at 11:59 ET go to www.ACMEpromotion.com to enter for a chance to win.

2. SPONSOR: Albertsons Companies, Inc.

3. ADMINISTRATOR: TKE, LLC

4. ALTERNATE ENTRY. To enter without registering on-line via email, simply write your name, address (with zip code) and telephone number (with area code) on a 3x5 card and mail in a stamped envelope to:

"ACME XTU Anniversary Show – ACME Consumer Sweepstakes",
c/o Marketing by TKE,
92 Bethlehem Pike, Philadelphia, PA 19118

5. ELIGIBILITY: ACME XTU Anniversary Show Sweepstakes is open to all residents of PA, NJ, and DE ages 18 and over. **No purchase necessary to enter or win.** Employees or family members of employees of Albertsons Companies Inc., ACME Markets, TKE, LLC, Beasley Media, WXTU or the Participating Manufacturers, their parent companies, or affiliates, are not eligible to participate in this Sweepstakes. Void where prohibited by law. All federal, state and local laws apply. Odds of winning each prize depend on the number of entries received. Only one prize per person and per household will be awarded.

6. GENERAL CONDITIONS: Registering online at www.ACMEpromotion.com constitutes an entry. All entries must be received by 11:59 pm ET, August 5, 2021. All mail-in entries must be postmarked no later than August 1, 2021 and received by August 5, 2021 at 11:59 pm ET to be eligible for a prize.

7. WINNER SELECTION: One (1) Grand Prize winner and three (3) runner up winners will be selected on or about August 6, 2021. Winners will be selected in a random drawing by the Sweepstakes Administrator, whose decisions with respect to all aspects of the Sweepstakes are final and binding. Odds of winning any prize depend on the number of eligible entries received. Electronic entries will be combined with mail-in entries to form one pool of entries. Winner will be notified by phone and/or email.

8. PRIZES: Total approximate retail value of prizes is \$600. Prize structure is as follows:

- a. One (1) Grand Prize will be selected.** Two (2) VIP tickets to the 92.5 XTU 37th Anniversary Show at the BB&T Pavilion (1 Harbor Boulevard, Camden, NJ, 08103-1056) and an autographed guitar signed by one of the performing artists. The Approximate Retail Value (ARV) of Grand Prize is \$300.
- b. Three (3) Runner Up winners will be selected.** Runner up winners will receive two (2) Reserved tickets to the 92.5 XTU 37th Anniversary Show. ARV is \$100 each winner or \$300 total.

9. MISCELLANEOUS: For online entry, limit one entry per IP address, name, and email address for the duration of the Sweepstakes. Limit one mail in entry per person. Mail-in envelopes larger than a #10 envelope or envelopes containing multiple entries will be automatically disqualified. No photocopied or mechanically reproduced entries will be accepted; incomplete or illegible entries are not eligible. No responsibility is assumed for technical failure of any kind or for lost, late, damaged, misdirected, incomplete, altered, illegible or postage due entries. If the Sweepstakes cannot be conducted as planned, for any reason, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, acts of nature, or any other cause beyond the control of Sponsor, Sponsor reserves the right, at its sole discretion, to cancel, terminate,

modify or suspend the Sweepstakes and select winners from among the eligible entries prior to such cancellation, termination, modification, or suspension. Sponsor reserves the right, at its sole discretion, to cancel the on-line entry method of the Sweepstakes if it becomes technically corrupted and select winner by random drawing from among all eligible mail-in entries received. Persons suspected or found tampering with or abusing any aspect of this Sweepstakes, or who Sponsor believes to be related to or causing any malfunction, error, disruption or damage will be disqualified. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Electronic entries that are incomplete, incorrect, illegible and/or deemed not eligible by Sponsor or Administrator will automatically be disqualified. Neither Sponsor nor Administrator are responsible for any electronic, network, computer or other technical malfunctions that may occur upon collection, processing and transmission of data or for any type of graphical or other error in the printing of the offer or in administration of the Sweepstakes. Under no circumstances will entrants be permitted to obtain awards for any action or claim related to the Sweepstakes, and entrant hereby waives all rights to claim punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, in relation thereto and entrant further waives all rights to have damages multiplied or increased.

Unclaimed and returned prizes will not be awarded. Prize may be forfeited if the notification is mailed and returned as undeliverable mail without a forwarding address, or if winner is unable to be contacted by telephone. Winner must comply with all Sweepstakes rules as published. Gift Cards are subject to all terms and conditions of use as established by issuer. All federal, state and local taxes where applicable are the sole responsibility of the prize recipient. Sponsor will report the total value of the prize to the IRS and furnish winner with a federal Form 1099-MISC for any prize with an ARV of \$600 or more. Winners must provide their social security number and, if requested, a completed Form W-9 to Sponsor for tax reporting purposes, and are solely responsible for payment of all federal, state, and local taxes incurred as a result of the award of a prize. No more than the advertised number of prizes will be awarded. Sponsor reserves the right to substitute any listed prize for one of equal or greater value if the designated prize should become unavailable. All prizes are non-transferable, unless agreed upon by Sponsor, and no substitutions will be made. Sponsor reserves the right to cancel this promotion at any time during the promotion period. Sponsor is not responsible for winner limitations that prevent acceptance or use of any prize. All entries become the property of Sponsor and none will be returned.

10. PUBLICITY: Winner will be required to sign and return an Affidavit of Eligibility and Release of Liability/Publicity for the specific prize before prize will be awarded. Winner will be required to return documents within three (3) days from the postmark date on the prize notification letter. Failure to comply with this requirement or return of prize notification as undeliverable will result in forfeiture of prize. Acceptance of any prize shall constitute and signify the winner's agreement and consent that Sponsor may use the winner's name, address, likeness, and/or prize information for promotional purposes without further payment or consideration unless prohibited by law.

11. RELEASE: By participating, winner releases Sponsor, Administrator and Participating Manufacturers and their respective parent, subsidiaries, affiliates, and the directors, officers, employees or agencies of any of the above organizations (the "Released Parties") from any and all claims, actions, damages, losses, costs, expenses, and liability of any kind (including, without limitation, property damage, personal injuries and/or death, direct, indirect, incidental, consequential or punitive damages, counsel fees, and court costs however named or described) that may occur, directly or indirectly, in whole or in part, from: (i) participation in the Sweepstakes; (ii) the delivery, mis-delivery, receipt, acceptance, possession, use or misuse of the prizes awarded in the Sweepstakes; (iii) the use of any winner's name, photograph and/or likeness as permitted herein, including, without limitation, claims based on publicity rights, defamation and/or invasion of privacy; and/or (iv) any travel or activity related to the receipt, use or misuse of the prizes, including, but not limited to, personal injury, death and/or property damage.

12. WINNERS LIST: To obtain a list of winners, send a self-addressed, stamped envelope to: TKE, LLC, Attn: "ACME XTU Anniversary Show – ACME Consumer Sweepstakes" Winners, 92 Bethlehem Pike, Philadelphia, PA 19118, by August 5, 2022.

13. PRIVACY: Please review Sponsor's Privacy Policy at <https://www.albertsoncompanies.com/about-us/our-policies/privacy-policy.html> and Terms of Use at <https://www.albertsoncompanies.com/about-us/our-policies/terms-of-use.html>. By participating in the Sweepstakes 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.

14. 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, 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. You and Sponsor hereby waive any and all right to trial by jury. If any provision of these Terms and Conditions 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. All federal, state and local laws and regulations apply. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants and Sponsor in connection with this Sweepstakes, shall be governed by, and construed in accordance with the substantive laws of the State of Idaho, without regard to its conflict of laws rules. Any action relating to this Sweepstakes shall be initiated exclusively in the state and federal courts located in Ada County, Idaho (USA).

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