

ACME - Big Game Big Ticket

OFFICIAL RULES

December 28, 2018 - January 24, 2019

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE CHANCES OF WINNING.

- 1. HOW TO ENTER:** Simply go to www.ACMEpromotion.com, between December 28, 2018 - January 24, 2019 ("Sweepstakes Period"), to enter for a chance to win. To enter by mail, you must submit your name, complete address, email address and telephone number with area code on a 3x5 card and mail in a stamped envelope to:

*"Big Game Big Ticket – ACME Consumer Sweepstakes",
c/o TKE, LLC
92 Bethlehem Pike, Philadelphia, PA 19118*

- 2. ELIGIBILITY:** Big Game Big Ticket ("Sweepstakes"), is open to all residents of PA, NJ, DE, MD, NY and CT, ages 18 and over. No purchase necessary to enter or win. Employees or family members of employees of ACME Markets, Beasley Media or TKE, LLC, their parents, 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 submitted by all entrants. Only one prize per person and per household will be awarded.

SPONSOR: ACME Markets ("ACME") **ADMINISTRATOR:** TKE, LLC

- 3. GENERAL CONDITIONS:** Registering an entry at: www.ACMEpromotion.com constitutes an entry. All entries must be received by 11:59 pm, January 24, 2019. All mail-in entries must be postmarked by January 19, 2019 and received by January 24, 2019 to be eligible for the Prize. The Grand Prize winner and Runner Up winners will be selected on or about January 25, 2019. All entries received after these dates are void and ineligible for prizes. Limit one mail in entry per outer stamped envelope or online entry per day. Mail-in envelopes larger than a #10 envelope 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. Electronic entries that are incomplete, incorrect, illegible and/or deemed not eligible by ACME's Marketing Department will automatically be disqualified. ACME Markets and TKE, LLC are not 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. Multiple entrants are not permitted to share the same e-mail or physical address. Any attempt by any entrant to obtain more than one entry per day during the Sweepstakes Period by using multiple/different addresses, identities, registrations or logins, or any other methods will void that entrant's submissions and that participant may be disqualified from the Sweepstakes. Use of any robotic, automatic, programmed or similar entry method will void all entries and result in disqualification.
- 4. PRIZES:** Total approximate retail value of prizes is \$8,500. Prize structure is as follows:
 - a.** One (1) Grand Prize Winner will be selected. Grand Prize includes airfare for two (2) from airport closest to winner's residence, two (2) nights' accommodations in hotel in reasonable distance to the site of The Big Game, and two (2) tickets to The Big Game on February 2nd, 2020. ARV of grand prize is \$8,000.
 - b.** Five (5) Runner Up Winners will receive a \$100 ACME gift card. ARV of each runner up gift card prize is \$100Unclaimed and returned prizes will not be awarded. Sponsor will report the total value of the prize to the IRS and furnish winner with a federal Form 1099-MISC for 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. ACME 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. All seating to be determined by Sponsor in its sole discretion. Sponsor is not responsible if any scheduled event or performance is delayed, postponed or cancelled for any

reason and winner will not be reimbursed for tickets. Tickets may be subject to issuer's standard rain-check policies and procedures. All expenses, travel, and other costs not expressly stated in the package description above are the sole responsibility of winner. By accepting ticket prize, winner agrees to abide by any terms, conditions and restrictions provided by the ticket issuer. Sponsor is not responsible if winner does not use ticket on day of event or performance. Sponsor is not responsible for lost, stolen or damaged items during delivery and lost, mutilated, or stolen tickets, vouchers or certificates will not be replaced. Sponsor also reserves the right to cancel this Sweepstakes at any time during the Sweepstakes Period. Sponsor is not responsible for winner limitations that prevent acceptance or use of any prize.

- 5. WINNERS:** 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. Winner will be notified by phone and/or registered mail. 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. Winner will be required to sign and return an Affidavit of Eligibility and Release of Liability/Publicity for the specific prize. Winner will be required to return documents within seven (7) days from the postmark date on the prize notification letter.
- 6. LIMITATIONS OF LIABILITY:** 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. By participating, winner releases ACME Markets, Beasley Media, TKE, LLC, and their respective parent, subsidiaries, affiliates, and the directors, officers, employees or agencies of any of the above organizations from any and all liability for any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession, or use/misuse of the prize. Acceptance of any prize shall constitute and signify the winner's agreement and consent that ACME Markets may use the winner's name, address, likeness, and/or prize information for promotional purposes without further payment or consideration. All entries become the property of sponsor and none will be returned. As a condition to participating in this Sweepstakes, 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 Sweepstakes shall be resolved individually, without resort to any form of class action, exclusively before a court located in Ada County, Idaho, having competent jurisdiction, which court shall apply the laws of the State of Idaho, 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 Contest, 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 Sweepstakes Administrator 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. All federal, state and local laws and regulations apply.
- 7. PRIVACY:** Please review Sponsor's Privacy Policy at <http://www.acmemarkets.com/privacy-policy/> and Terms of Use at <https://www.acmemarkets.com/terms-of-use/>. 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.
- 8. WINNERS' LIST:** To obtain a list of winners, send a self-addressed, stamped envelope to: "Big Game Big Ticket – ACME Sweepstakes", c/o TKE, LLC, 92 Bethlehem Pike, Philadelphia, PA 19118, by January 24, 2020.