

**Market Basket Sweepstakes  
OFFICIAL RULES**

**NO PURCHASE OR STORE VISITATION NECESSARY TO ENTER OR TO WIN.  
A PURCHASE OR STORE VISITATION WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**THE PROMOTION IS OPEN ONLY TO LEGAL RESIDENTS OF THE STATES OF LOUISIANA AND TEXAS AS FURTHER  
DESCRIBED BELOW WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY.  
VOID WHERE PROHIBITED.**

**1) PROMOTION PERIOD:** The Market Basket Sweepstakes (the “Sweepstakes” or “Promotion”) starts on May 3, 2023 at 12:00:00 AM Central Time (“CT”) and ends on May 23, 2023 at 11:59:59 PM CT (the “Promotion Period”) and is comprised of twenty-seventy (27) individual random drawings (one for each participating Market Basket store location in the states of Louisiana and Texas) as described in Rule #4 below.

**2) ELIGIBILITY:** The Sweepstakes is open only to legal residents of the states of Louisiana or Texas who at time of entry are 18 years of age or older and members of the Market Basket Rewards program. Employees of Market Basket Foods (the “Sponsor”) Marden-Kane, Inc. (the “Administrator”), and each of their respective, parents, members, agents, representatives, officers, directors, shareholders, and employees that are involved in the development or execution of the Promotion (collectively “Released Entities”), and the immediate families (spouse and parents, children and siblings, and their respective spouses regardless of where they live) and individuals living in the same households, whether related or not, of the above, are not eligible to enter or win a prize. Each entrant (the “Entrant” or “Participant”) by participating in the Promotion agrees to be bound by the Official Rules and by Sponsor’s and/or Administrator’s decisions, which are final and binding in all matters related to this Promotion. Void wherever prohibited or restricted by law. This Promotion is subject to all applicable federal, state, and local laws and regulations.

**3) HOW TO ENTER THE SWEEPSTAKES:** During the Promotion Period, Market Basket Rewards members will automatically receive one (1) entry (the “Entry”) into the random drawing for the store location associated with their Market Basket Rewards membership. **Limit of one (1) Entry per person.** To become a Market Basket Rewards member visit <https://marketbasketfoods.com/rewards/> and follow the online instructions to complete and submit the registration form. There is no cost to become a Rewards member. Registration requirements include submitting your mobile phone number, complete name and address, date of birth, and selecting your preferred Market Basket store location. Any entry information collected for/from the Sweepstakes shall be used only in a manner consistent with these Official Rules.

**4) RANDOM DRAWING:** Random drawings will be conducted on or about May 26, 2023 to select one (1) winner from among all eligible Entries received for each participating store location noted below.

<b>Store Name</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
Market Basket 1	6001 39th St	Groves	TX	77619
Market Basket 2	212 27th St	Nederland	TX	77627
Market Basket 3	2005 Texas Ave	Bridge City	TX	77611
Market Basket 4	3709 N 16th St	Orange	TX	77632
Market Basket 5	929 3rd Avenue	Lake Charles	LA	70602
Market Basket 8	12054 Texas Hwy	Many	LA	71449
Market Basket 11	1328 TX-124	Winnie	TX	77665
Market Basket 15	5897 W Port Arthur Rd	Port Arthur	TX	77640
Market Basket 17	864 Magnolia Ave	Port Neches	TX	77651
Market Basket 18	4431 Nelson Rd	Lake Charles	LA	70605
Market Basket 20	2255 N 11th St	Beaumont	TX	77703

Market Basket 21	8350 Phelan Blvd	Beaumont	TX	77706
Market Basket 25	2830 Ryan St	Lake Charles	LA	70601
Market Basket 26	1717 US-90	Vinton	LA	70668
Market Basket 27	362 Sam Houston Jones Pkwy	Moss Bluff	LA	70611
Market Basket 30	518 E Russell Ave	Welsh	LA	70591
Market Basket 31	707 1st Ave	Kinder	LA	70648
Market Basket 33	798 LA-26	Lake Arthur	LA	70549
Market Basket 36	4950 Lake St	Lake Charles	LA	70605
Market Basket 37	112 N Thompson Ave	Iowa	LA	70647
Market Basket 39	2013 Sampson St	Westlake	LA	70669
Market Basket 40	1404 N 6th St	Leesville	LA	71446
Market Basket 41	2227 Maplewood Dr	Sulphur	LA	70663
Market Basket 42	11816 TX-62 N	Mauriceville	TX	77630
Market Basket 43	5960 TX-105	Beaumont	TX	77708
Market Basket 46	800 N Main St	Vidor	TX	77662
Market Basket 47	3955 Phelan Blvd	Beaumont	TX	77707

The drawings will be conducted by the Administrator, an independent judging organization, whose decisions are final and binding on all matters relating to this Sweepstakes. Potential winners are subject to eligibility verification and compliance with these Official Rules. Odds of winning depend on the total number of eligible Entries received for each respective location.

**5) PRIZES AND VALUE: Twenty-Seven (27) Prizes** will be awarded in the Sweepstakes (one (1) winner per participating location as noted below). Each confirmed winner will receive a \$1,000 Market Basket Gift Card. Total Value of all prizes offered in the Sweepstakes: \$27,000.

**6) PRIZE RESTRICTIONS:** Gift Cards are subject to terms and conditions specified by the issuer. No substitutions, cash equivalents, or transfer of prize permitted except at the sole discretion of the Sponsor. Prize may not be sold, bartered, or exchanged by winner. At Sponsor’s sole discretion, prize may vary to what has been advertised, pictured, etc. Prize will be fulfilled by the Sponsor 2 to 4 weeks after verification of eligibility. **Limit of one (1) prize per household.**

**7) POTENTIAL WINNER NOTIFICATION AND CLEARANCE:** The potential winners will be contacted by the Administrator via email and will be required to complete, sign, and return the following documents (collectively, the “Documents”): [1] an Affidavit of Eligibility and Liability Release and where legal, a Publicity Release and [2] IRS Form W-9 to include winner’s social security number that will be used only for the purpose of reporting the winner’s prize earnings to the Internal Revenue Service (required for prize awarded over \$600 in value). If a potential winner (i) cannot be contacted after a reasonable attempt has been made by Administrator (as determined in Sponsor’s sole discretion); or (ii) fails to return the completed Documents by the date stated in the notification letter/email; or (iii) refuses the prize; or (iv) the prize or prize notification is rejected or returned as undeliverable, then such potential winner will be disqualified and forfeits all rights to be deemed a winner and an alternate potential winner may be notified, time permitting. Upon prize forfeiture, no compensation will be given.

**8) OTHER INFORMATION:** All federal, state, and other tax liabilities arising from a prize are the sole responsibility of the prize winner. Sponsor and/or Administrator will not enter into any correspondence, including email or text, with non-winning entrants. The Official Rules prevail should there be any conflict or uncertainty relating to the promotion based on information or advice provided by any of the Released Entities.

**9) CONDUCT:** By entering into this Promotion and/or receiving a prize, Entrants and prize winners agree to be bound by these Official Rules and waive any rights to claim ambiguity in the Promotion or these Official Rules. These Official Rules are accessible at <https://bit.ly/MarketBasketSweepstakes> throughout the Promotion Period. Failure to comply with these Official Rules will result in disqualification. The Sponsor reserves the right, at its sole discretion, to disqualify any individual: (a) suspected of tampering with the Entry process or the operation of the Promotion; (b) to be acting in any manner deemed by the Sponsor to be in violation of the Official Rules; (c) to be acting in any manner deemed by the Sponsor to constitute unsportsmanlike or disruptive behavior, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**10) LIMITATIONS OF LIABILITY:** The Released Entities assume no responsibility or liability for (a) any incorrect or inaccurate Entry information, or for any lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of Entries at any point in the operation of this Promotion; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (d) inaccessibility or unavailability of the Internet or any combination thereof; or (e) any injury or damage to the participant's or to any other person's computer/mobile device which may be related to or resulting from any attempt to participate in the Promotion or download any materials from the Promotion. If, for any reason, the Sweepstakes is not able to run through completion for reasons which may include, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, including any other factors beyond Sponsor's reasonable control such as war, riots, terrorism, civil unrest, strikes, blackouts, supply shortages, order of governmental authority, an "act of God" (e.g., natural disasters, weather, etc.) **or an unforeseeable health event (e.g. pandemic or epidemic)**, then the Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, without further liability to the Entrants or third parties. In the event the Sweepstakes is cancelled, Sponsor reserves the right to award prize from among all eligible non-suspect Entries received prior to the time of the action or event warranting such cancellation. With regard to this Sweepstakes, the Sponsor will only contact those Entrants deemed a potential winner for purposes of clearance and awarding of the prize.

**11) ENTRANT AND WINNER RELEASES:** All Entrants, as a condition of Entry into the Promotion, agree to release and hold harmless the Released Entities and Coca-Cola Bottling Company United, Inc. from and against any and all liability, loss, claims, demands or actions of any kind whatsoever for injuries, damages, costs, or losses to persons or property which may be sustained in connection with: (a) Entrant's participation in the Sweepstakes or accessing the online entry form; (b) submitting an Entry or otherwise participating in any aspect of the Promotion; (c) the delivery, mis-delivery, acceptance, receipt, ownership, use or misuse of any prize awarded (including any travel/activity related thereto), including but not limited to claims of personal injury, death and/or property damage; (d) any typographical or other error in these Official Rules or the announcement of the offering of the prize; or (e) any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action.

Entrants agree to be bound by these Rules and consent to the use of their names, address, photographs, any statements made by Entrants, actual or simulated likenesses, and/or biographical information for public relations, advertising and promotional purposes, throughout the universe, by Sponsor and its designees in any and all media, whether now known or hereafter devised, without notice or further compensation, unless prohibited by law.

**12) PRIVACY:** By entering the Promotion, you grant the Released Entities permission to use your personal information in accordance with Sponsor's privacy policy located at <https://marketbasketfoods.com/about-us/privacy-policy/>. By participating in the Promotion, Entrants hereby acknowledge that they have read and accepted Sponsor's privacy policy. Information collected from Entrants (such as name, postal address, email address) will not be re-used, sold or shared in any manner by the Sponsor unless Entrant has opted-in to receive additional information and marketing or promotional material from the Sponsor.

**13) GENERAL:** Any attempt by a person to use multiple e-mail accounts to enter more than once will result in disqualification. Entries will be deemed made by the authorized account holder of the e-mail address used at time of Entry. In the event of a dispute over who submitted a winning Entry, the Authorized Account Holder of the e-mail address attached to that winning Entry will be declared the winner. "Authorized Account Holder" is defined as the natural person assigned to an e-mail address by an internet access provider, on-line service provider or other organization responsible for assigning e-mail addresses for the domain associated with the username/e-mail address in question. Potential winners may be asked to provide Sponsor with satisfactory proof that he/she is the Authorized Account Holder of the e-mail address associated with a potential winning Entry. Entry generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, illegible, or corrupted are void and will not be accepted.

**14) DISPUTES AND GOVERNING LAW:** This Promotion is conducted in English (which will be given its everyday ordinary meaning), and Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resorting to any form of class action, and exclusively by the United States District Court in Austin, Texas (or if such court does not have jurisdiction, then the appropriate state court in Austin, Texas); and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Promotion, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

**15) WINNER'S LIST:** To receive a copy of the winner's list, available after June 30, 2023, or after all prizes have been awarded, send an email with subject line: "Market Basket Sweepstakes" to [winnerslist@mardenkane.com](mailto:winnerslist@mardenkane.com). All such requests must be received by July 31, 2023.

**16) SPONSOR AND ADMINISTRATOR:** Sponsor: Market Basket Foods, 2420 Nederland Ave., Nederland, TX 77627. The Administrator is Marden-Kane, Inc., 575 Underhill Blvd., Suite 222, Syosset, NY 11791.

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