



## BROOKSHIRE'S DAIRY MONTH SWEEPSTAKES

### CUSTOMER OFFICIAL RULES

#### NO PURCHASE NECESSARY

1. **HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR WIN.** The Brookshire's Dairy Month Sweepstakes ("Sweepstakes") begins on Wednesday, 6/5/2019 and ends on Tuesday, 7/2/2019. Each time you purchase at least twelve dollars (\$12.00) (excluding sales tax) in selected refrigerated dairy items (as listed in an attachment to these Official Rules, "Dairy Items") in a single transaction at any Brookshire's Food Stores location (a "Brookshire's Store Location") using your Brookshire's Thank You Card ("Thank You Card"), you will receive one (1) entry in the Sweepstakes. Limit one (1) Sweepstakes entry per single transaction with at least twelve dollars (\$12.00) (excluding sales tax) of Dairy Items included. You must be a registered user ("Registered User") of the Thank You Card in order to participate in the Sweepstakes or win a prize. Applying for a Thank You Card and registering is free – just visit any in-store kiosk at participating Brookshire's Food Stores, get a new card online by registering at [http://www.brookshires.com/user\\_info#/register](http://www.brookshires.com/user_info#/register), or register through the Brookshire's app available in the App Store or Google Play. Administrator is not responsible for faulty machinery or other mechanical error, Thank You Cards scanned incorrectly, or scanner failures or malfunctions.

**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 telephone number with area code, email address and Thank You Card number. Mail your entry in a hand-addressed #10 envelope with first-class postage affixed, to: Brookshire's Dairy Month Sweepstakes, ATTN: Marketing, 1600 WSW Loop 323, Tyler, TX 75701. Method of entry does not affect chance of winning. Limit one entry per envelope. No mechanically reproduced entries permitted. Illegible or incomplete entries are void. Administrator and its affiliated companies are not responsible for lost, late, mutilated, misdirected or postage due entries, entries not received in time for the random drawings, faulty machinery or other mechanical error. Entries must be received by 7/2/2019.

2. **ELIGIBILITY:** This Sweepstakes is open only to Registered Users who are legal residents of the United States residing in Arkansas, Louisiana, or Texas, who are at least 18 years of age at the time of entry, and who live within a 25-mile radius of a Brookshire's Store Location ("Entrant"). Employees of Sponsor, Administrator, their 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 "Sweepstakes Entities") are ineligible to enter or win this Sweepstakes. Immediate Family Members of such individuals are also not eligible to enter or win. "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses, whether or not living at the same residence.
3. **DRAWING:** One (1) random drawing will be conducted on or about 7/5/2019 by Administrator. Odds of winning depend on number of entries received. Potential winners will be notified by phone & email and must sign any required Affidavit and Release within two (2) days of attempted delivery or prize will be forfeited and an alternate may be selected. Any income taxes resulting from acceptance of prize are the responsibility of winner. By entering Sweepstakes, Entrant accepts and agrees to these Official Rules, which shall be final in all matters. Administrator and its affiliated companies 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, Administrator reserves the right to modify this Sweepstakes in a manner deemed reasonable at Administrator's sole discretion. All federal and state laws apply.
4. **PRIZES (2):** Each winner will receive one (1) year of free groceries in the form of Brookshire gift cards in the amount of \$5,200.00. Approximate retail value of each prize: \$5200.00. 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 prize per family/household. No substitution or transfer of prize permitted by winner. Sponsor reserves the right to substitute a prize of equal or greater value. All prizes will be awarded. Total Approximate Retail Value of all prizes in the Sweepstakes: \$10,400.00.
5. **CONDITIONS OF PARTICIPATION/RELEASES:** All federal, state and local laws and regulations apply. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. By participating, each Entrant agrees to be bound by these Official Rules and the decisions of the Sweepstakes Entities, which shall be final in all respects. By participating in this Sweepstakes and/or by accepting any prize that Entrant may win, each Entrant agrees to release the Sweepstakes Entities 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. Each Entrant authorizes the Sweepstakes Entities to use Entrant's name, voice, likeness, biographical data, city and state of residence and entry materials in programming or promotional material, worldwide in perpetuity, and on a winners' list, if applicable, without further compensation or right of approval unless prohibited by law. Sweepstakes Entities 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 Sweepstakes Entities' sole discretion, without further obligation or compensation. The Released Parties shall not be liable for: (i) late, lost, delayed, stolen, misdirected, postage-due, 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. Sweepstakes Entities disclaim any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Sweepstakes. Sweepstakes Entities reserve the right, in their sole discretion, to cancel, modify or suspend the Sweepstakes (or any portion of the Sweepstakes or the Official Rules). In the event a virus, bug, computer problem, unauthorized intervention or other problem/cause corrupt or inhibit the administration, security or proper play of the Sweepstakes, Sweepstakes Entities may in their sole discretion select the winner(s) from eligible non-suspect entries received prior to and/or after such action or in such manner as deemed fair and appropriate by the Sweepstakes Entities. Sweepstakes Entities may prohibit Entrant from participating in the Sweepstakes or winning a prize if, in Sweepstakes Entities' sole discretion, Sweepstakes Entities determine Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or any other unfair playing practices or intending to annoy, abuse, threaten or harass any other Entrants or Sweepstakes Entities representatives. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES. SHOULD SUCH AN ATTEMPT BE MADE, SWEEPSTAKES ENTITIES RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

6. **DISPUTES/ARBITRATION PROVISION:** THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF TEXAS, EXCLUSIVE OF ITS CONFLICTS OF LAW PRINCIPLES. AS A CONDITION OF PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE THAT ANY AND ALL DISPUTES WHICH CANNOT BE RESOLVED 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 ITS CONFLICTS OF LAW PRINCIPLES. FORUM AND VENUE FOR ANY ARBITRATION PROCEEDINGS WILL BE IN SMITH COUNTY, TEXAS. THE REMEDY FOR ANY SUCH 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.
7. **PRIVACY POLICY:** Information is being provided to Administrator and not to Facebook, Twitter or Instagram. Administrator is responsible for the collection, storage, and safeguarding of any information, including personal identifying information, requested by Administrator and supplied by Entrant for entry to the Sweepstakes. Any personal information supplied by Entrant will be subject to the Administrator's privacy policy posted at <http://www.brookshires.com/privacy-policy>. By entering the Sweepstakes, Entrant grants Administrator permission to share Entrant's email address and any other personally identifiable information with the other Sweepstakes Entities 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 any of the Sweepstakes Entities, Entrant's personal data and other submitted information will be available to such Sweepstakes Entities, subject to their respective privacy policies and terms of service, and, accordingly, Entrant may, pursuant thereto, agree to receive certain additional email communication from such Sweepstakes Entities. Administrator will not sell, rent, transfer or otherwise disclose your personal data to any third party other than as explicitly described herein.
8. **SPONSOR:** Brookshire Grocery Company, P. O. Box 1411, Tyler, Texas 75710-1411.
9. **ADMINISTRATOR:** Brookshire Grocery Company, P. O. Box 1411, Tyler, Texas 75710.

10. WINNERS' LIST: For the name of prize winners, available until 08/16/2019, send a self-addressed, stamped #10 envelope to: Brookshire's Dairy Month Sweepstakes Winners' List, ATTN: Marketing, 1600 WSW Loop 323, Tyler, TX 75701.

THE SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK, TWITTER OR INSTAGRAM. FACEBOOK, TWITTER AND INSTAGRAM ARE COMPLETELY RELEASED OF ALL LIABILITY ASSOCIATED WITH THIS SWEEPSTAKES.

#### ABBREVIATED RULES

NO PURCHASE NECESSARY. Open to legal residents of U.S. residing in AR, LA, or TX, who are at least 18 years of age at time of entry, are registered Brookshire's Thank You Card users, and live within a 25-mile radius of a Brookshire's Food Stores location. 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 telephone number with area code, email address and Thank You Card number. Mail your entry in a hand-addressed #10 envelope with first-class postage affixed, to: Brookshire's Dairy Month Sweepstakes, ATTN: Marketing, 1600 WSW Loop 323, Tyler, TX 75701. Limit one entry per envelope. Odds of winning depend on number of entries received. Subject to Official Rules, available at [brookshires.com](http://brookshires.com). Void where prohibited by law. Ends 7/2/2019.