

# **BE MORE SUPER SWEEPSTAKES RULES (United Division – Albertsons Market, Amigos, Market Street, United Supermarkets)**

**NO PURCHASE NECESSARY. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. THE MARVEL BE MORE SUPER SWEEPSTAKES (“SWEEPSTAKES”) IS OPEN TO ALL LEGAL RESIDENTS OF TEXAS AND NEW MEXICO, AND WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. VOID WHERE PROHIBITED.**

**1. HOW TO ENTER:** Visit the Be More Super website

([www.theunitedfamily.com/bemoresuper](http://www.theunitedfamily.com/bemoresuper)) on your mobile, tablet or desktop, and enter your contact information to qualify for one (1) online entry for the Grand Prize. Participation in the Sweepstakes is limited to one (1) entry per person. Any Entrant who attempts to participate with multiple e-mail addresses, under multiple identities or uses any device or artifice to enter multiple times in violation of applicable entry limitations may be disqualified by Sponsor in its sole discretion. In the event of a dispute as to the identity of the Entrant, entry will be deemed made by the authorized account holder of the e-mail address used to enter the Sweepstakes, as determined by Sponsor, in its sole and absolute discretion.

Entries can be submitted between June 23, 2021 – Aug 18, 2021. Use your device or desktop to access the Be More Super website and enter the Sweepstakes. Entrants will be asked to identify his/her local store location at the time of entry (“Store Location”).

**Please note: You must have a device with the ability to access the internet to participate in the Sweepstakes through the Be More Super website. You may incur a data charge from your wireless service provider for data sent and received. If you are connecting through a Free Wifi connection or network, no data rates should apply. Entrants are solely responsible for any such wireless charges. Registration and entry constitute your agreement to receive emails for prize notification and instruction on how to claim your prize.**

**2. ELIGIBILITY:** Sweepstakes is open only to individuals who are at least eighteen (18) years of age and are legal residents of Texas and New Mexico at time of entry, and are not on the (i) U.S. Bureau of Industry and Security’s Denied Persons or Entity Lists, (ii) the U.S. Treasury Department’s list of Specially Designated Nationals, or (iii) subject to any other similar sanctions program maintained by the U.S. government. . Employees of Albertsons Companies, Inc. (“Sponsor”) including but not limited to, Market Street, Albertsons Market, Amigos, United Supermarkets (“Participating Stores”), Brand Loyalty USA Inc. (“Administrator”), and Disney Consumer Products Inc.\*\* (“Prize Provider”), and each of their respective parent companies, affiliates, subsidiaries, officers, directors, shareholders, employees, agents and assignees of each,

advertising and Sweepstakes agencies and suppliers involved in this Sweepstakes (the “Sweepstakes Participants”) and their immediate family members (mother, father, sister, brother, husband, wife, daughter, son) and/or those living in the same household are not eligible to participate or win.

\*\*Disney Consumer Products Inc. is not a sponsor of this Sweepstakes and are participating only to provide various prizes as described below.

**Mail-in Entry:** On a 3” x 5” card, print your name, phone number, email address, state, and store location closest to your residence. Each entry must contain your legal signature. Mail your entry in a No. 10 envelope to the “Be More Super Sweepstakes”, Attn: Be More Super Promotion Coordinator. 7500 Dallas Parkway, Suite 700, Plano, TX 75024. All mailed entries must be postmarked no later than Aug 18, 2021, and received no later than 5:00 p.m. Central Standard Time, Aug 25, 2021, to be eligible for the prize drawings. By participating in this Sweepstakes, all participants agree to be bound by these Official Rules and agree that the decisions of the Sponsor will be valid and binding in all respects. Sponsor is not responsible for late, stolen, lost, postage due, or misdirected mail, or incomplete or illegible entries. One entry per person and per envelope limit.

### **3. DRAWINGS AND PRIZE AWARDED :**

Six (6) winners (each a “Grand Prize Winner”) will receive one (1) Marvel Cosmic Box (approximate retail value \$500) (the “Grand Prize”). Winner of a Grand Prize, subject to verification, will be selected by the Sponsor (or its designated agent) by random drawing on or about Sep 1, 2021 from among all eligible and valid entries received on or prior to the applicable entry deadline (as described in Section 10 below).

The Grand Prize consists of only the item specifically listed above as the Grand Prize. Grand Prize Winner acknowledges that he/she is solely responsible for any use or misuse of the Grand Prize or any prize-related activity. **Grand Prize Winner is responsible for any taxes and fees associated with Grand Prize receipt and/or use.** Grand Prize Winner is advised to seek independent counsel regarding the tax implications of his/her respective winnings. Odds of winning a Grand Prize depends on the number of eligible entries received.

**4. TO CLAIM THE GRAND PRIZE:** Potential Grand Prize winners will be contacted by Sponsor (or its designated agent) and must submit prize claim materials (signed prize form, and valid photo identification) to an authorized Sponsor representative. The Sponsor (or its designated agent) will notify the potential winner of the Grand Prize within ten (10) days after the drawing. We recommend you keep a copy of your prize form for your files before you submit them because those materials become the property of the Sponsor and will not be returned. Once the submitted Grand Prize has been claimed by a verified winner in accordance with Grand Prize claim instructions, the Grand Prize will be awarded. All prizes will be fulfilled and delivered to

the store location designated by the Grand Prize Winner's at the time of entry.

**5. NOTICE:** This Sweepstakes is void where prohibited. Participation in the Sweepstakes, where lawful, constitutes permission to use name, voice, photograph or likeness of Grand Prize Winner for advertising/publicity purposes without additional compensation at Sponsor's discretion. Grand Prize Winner will be obligated to sign and return an affidavit of eligibility and liability release and, where lawful, publicity release within ten (10) days of notification by Sponsor. In the event of non-compliance by a Grand Prize Winner, or if Grand Prize is returned as non-deliverable, the Grand Prize will be forfeited and will be awarded to an alternate winner determined by random drawing from among the remaining eligible entries. By accepting the Grand Prize, the Grand Prize Winner releases and discharges Sponsor, Administrator, Prize Provider, and Disney Consumer Products Inc., and their respective parent, related, affiliated and subsidiary entities, franchisees, advertising and sweepstakes agencies, and their respective officers, directors, employees, and agents, attorneys, associates, representatives, and agents (the "Released Parties") from any and all claims, losses, injuries, demands, damages, actions, and/or causes of actions that arise out of and/or are in any way related to the Sweepstakes, the Grand Prize, the receipt, use and/or enjoyment of the Grand Prize, or any prize-related activity and agrees to hold harmless the Released Parties from any and all liabilities for any injuries, losses, or damages, including death, and property arising in whole or in part, directly or indirectly, out of participation in this Sweepstakes, collection of the Grand Prize, and/or any prize-related activity, or acceptance, possession, use or misuse of a Grand Prize and/or any prize-related activity. The Grand Prize cannot be substituted, transferred or redeemed for cash; provided that Sponsor reserves the right to substitute prize of equal or greater value. For the avoidance of doubt, you understand and acknowledge that Prize Provider is not a sponsor of this Sweepstakes and is Prize Provider's sole obligation in connection with the Sweepstakes is fulfillment of the prizes as described in these Official Rules. Any expenses associated with redeeming or using a Grand Prize, and not mentioned in these Official Rules, are the sole responsibility of Grand Prize Winner. The Released Parties as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, equipment, software or programming errors associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; or (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries. If for any reason an entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, the Entrant's sole remedy is another entry in the Sweepstakes, provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. The Entrant further agrees and acknowledges that Sponsor reserves the right to forfeit or award any unclaimed or leftover Grand Prize at its sole and absolute discretion. The failure or delay by Sponsor in enforcing any particular clause, provision, or aspect of these Official Rules shall not impact the validity, enforceability, or effect of any other clause, provision, or aspect of these Official Rules.

**IN NO EVENT WILL SPONSOR OR ANY OF THE SWEEPSTAKES PARTICIPANTS BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, CLAIMS, ACTIONS, DAMAGES,**

LOSSES, OR LIABILITY OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM OR ARISING FROM PARTICIPATION IN, OR THE PRODUCTION, PROMOTION, OR ADMINISTRATION OF, THE SWEEPSTAKES, OR ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF A GRAND PRIZE THAT MAY BE AWARDED. WITHOUT LIMITING THE FOREGOING, ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD ANY SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**6. DISPUTES:** All disputes arising out of or relating to this Sweepstakes, or any prize provided by Prize Provider shall be resolved by applying the laws of Texas, without regard to conflict of law rules, and shall be solely and exclusively brought in state or federal courts within \_\_\_\_\_, Texas. Such claims shall be resolved individually, without resort to any form of class action, and all such claims shall be limited to actual out-of-pocket costs incurred, but in no event to include attorneys' fees.

**7. LEGAL NOTICE:** Any attempt to defraud or forge any Sweepstakes materials in any way will be prosecuted to the fullest extent of the law. This Sweepstakes is offered only in Texas and New Mexico, and all its parts are VOID elsewhere or where taxed or prohibited by law. The total number of Grand Prizes awarded is 6 Grand Prizes (ARV = \$3,000). In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes promotional materials and the terms and conditions of the Official Rules, the Official Rules shall prevail and govern.

**8. PRIVACY:** All personal information that entrants submit will be subject to Sponsor's privacy policy. In the event of any discrepancy between Sponsor's privacy policy and these Official Rules, the privacy policy will govern and control. For a copy of Sponsor's full on-line privacy policy please visit <https://www.theunitedfamily.com/privacy-policy/>

**9. WINNERS LIST:** The name of the Grand Prize Winners may be obtained at the conclusion of the Sweepstakes by sending your request via first-class stamped, self-addressed envelope to:

“Be More Super Sweepstakes”, Attn: Be More Super Promotions Coordinator. 7500 Dallas Parkway, Suite 700, Plano, TX 75024.

**10. DEADLINE:** Deadline for the receipt of all Sweepstake entries is Aug 18, 2021 at 11:59 p.m. Central Standard Time. All prizes not claimed within 30 days of being notified, are forfeited.

**11. CONTEST DELAY/EXTENSION:** The Sponsor may delay the Sweepstakes commencement date and thereafter extend the Sweepstakes period, if such commencement is delayed by a cause which is beyond the reasonable control of the Sponsor.

**12. PARTICIPATING STORES:** This Sweepstakes is being conducted in Market Street, Albertsons Market, Amigos, United Supermarkets stores located in Texas and New Mexico.

**13. SPONSOR:** This Sweepstakes is sponsored by United Supermarkets. LLC  
7830 Orlando Ave, Lubbock, TX, 79423