

# New Year New You Sweepstakes Rules

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

- 1. SWEEPSTAKES PERIOD:** The New Year New You Sweepstakes (the “Sweepstakes”) begins 12:00 AM Central Standard Time (“CST”) on January 1, 2023 and ends at 5:00 PM CST on January 31, 2023 (“Sweepstakes Period”). The Sponsor’s computer is the official time-keeping device for this Sweepstakes. 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.
- 2. SPONSOR:** United Supermarkets LLC, 7830 Orlando Avenue, Lubbock, TX 79423 (“Sponsor”).
- 3. HOW TO ENTER:** During the Sweepstakes Period, enter the sweepstakes by signing up at [marketstreetunited.com/new-year-new-you](http://marketstreetunited.com/new-year-new-you), [unitedsupermarkets.com/new-year-new-you](http://unitedsupermarkets.com/new-year-new-you), [albertsonsmarket.com/new-year-new-you](http://albertsonsmarket.com/new-year-new-you), or [amigosunited.com/new-year-new-you](http://amigosunited.com/new-year-new-you). There is a limit of 1 entry per email for the sweepstakes period. Standard data usage rates may apply. Entries generated by script, macro or other automated means and entries by any ¶means which subvert the entry process are void.
- 4. TO ENTER WITHOUT MAKING A PURCHASE:** On a 3” x 5” card, print your name, address, birthdate, phone number and the store closest to your address. Each entry must contain your legal signature. Mail your entry in a No. 10 envelope to the "New Year New You Sweepstakes". Attn: Promotions Coordinator, P.O. Box 6840, Lubbock, TX 79493. Limit 1 entry per envelope. All mailed entries must be postmarked no later than January 30 2023, and received no later than 5:00 p.m. Central Standard Time, January 31, 2023, to be eligible for the prize drawings. Sponsor is not responsible for late, stolen, lost, postage due, or misdirected mail, or incomplete or illegible entries.
- 5. ELIGIBILITY:** Sweepstakes is open only to individuals who are at least eighteen (18) years of age at the time of entry and are legal residents of Texas, Oklahoma or New Mexico. Employees of Sponsor, its 96 Market Street, Albertsons Market, Amigos and United Supermarkets locations (“Participating Stores”), and each of their respective parent companies, affiliates, subsidiaries, officers, directors, shareholders, employees, agents and assignees of each, advertising and promotion agencies and suppliers involved in this promotion and their immediate family members (mother, father, sister, brother, husband, wife, daughter, son) and/or those living in the same household are not eligible.
- 6. DRAWINGS AND PRIZE AWARDED:** Four (4) Winners, one per banner per week, will each receive \$100 in store gift cards and coupons. The retail value (“ARV”) for each prize is not to exceed \$150. Odds of winning the sweepstakes prize depends on the number of eligible entries received. Prize winners, subject to verification, will be selected in a

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random drawing weekly starting January 9, 2023 from among all eligible entries received/postmarked during the Promotion Period.

7. **TO CLAIM THE PRIZE:** Each winner will be contacted by United Supermarkets LLC Guest Services within five (5) days after the drawing. Gift cards will be award in the form of store gift cards and manufacturer coupons and will be
  
8. **GENERAL RULES:** Void where prohibited by law. No more than one (1) prize per store will be awarded. 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. Additional prize award details and information to be provided to the prizewinner at the time of notification. If a winner cannot be contacted within seven (7) days, is disqualified, or unable to accept the prize, the Sponsor reserves the right to determine an alternate winner in its sole discretion. Failure to collect or properly claim any prize will result in forfeiture of the prize. Any prize/prize notification returned to Sponsors as undeliverable will result in the entrant being disqualified from the Sweepstakes, and Sponsors will select an alternate entrant as the prize winner if time allows. If forfeited for any reason, winner will not receive any other prize substitution or compensation, and the prize will remain the property of the Sponsor and will not be awarded, except as provided herein. Any difference between stated approximate retail value and actual value of prize specified in these Official Rules will not be awarded. A prize winner may not substitute or transfer any prize. Sponsors reserve the right to substitute a prize of equal or greater value for any prize offered in this Sweepstakes. All expenses not specifically mentioned herein are the sole responsibility of the prize winner. The prize winner will be solely responsible for all federal, state and local taxes levied or assessed on the prize or value thereof. If required by law, Sponsor will report the total value of the prize to the IRS and furnish winner with a federal Form 1099-MISC. Winners must provide their social security number and, if requested, a completed Form W-9 to Sponsor for tax reporting purposes. Each Prize winner must execute a Release of Liability/ Publicity Release Form as a condition to being awarded a prize. By entering the Sweepstakes or accepting a prize, Sweepstakes entrant and/or the prize winner consents to the Sponsors' and their agencies' use of the winner's name and likeness for purposes of advertising and trade without further compensation, unless prohibited by law. All federal, state and local laws and regulations apply. All materials entrants submit become the property of the Sponsors and Sponsors will not return such materials. By entering the Sweepstakes or accepting a prize, the Sweepstakes entrant and/or prize winner agrees to defend, indemnify, and hold harmless A United Supermarkets LLC and its parent, affiliates, subsidiaries, owners, partners, directors, officers, employees and assigns (the "Indemnified Parties"), against any and all claims, liabilities, debts, obligations, costs, fees, expenses, actions and causes of action arising out of or in any way related to the Sweepstakes; these Official Rules; any Sweepstakes entry; the negligence of any of the Sponsors or prize providers; the acceptance, possession, misuse or use of any prize. Winners assume all liability for any injury or damage caused or claimed to be caused by participation in this promotion or use or redemption of any prize. Additionally, by entering the Sweepstakes or accepting a prize, Sweepstakes entrant and/or prize winner expressly agrees to forever waive, release, discharge, and covenant not to sue the

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Indemnified Parties with respect to any and all injury, disability, death, and/or loss or damage to person or property arising out of or in any way related to the Sweepstakes; these Official Rules; from entering the Sweepstakes or accepting a prize. Sweepstakes entrant and/or prize winner represents and warrants that he or she owns and/or has the authority to release the Claims stated herein. By participating in this promotion, entrants agree to be bound by the Official Rules and the decisions of Sponsor, which will be final in all matters relating to this Sweepstakes. Sponsor reserves the right to prohibit an individual from participating in this Sweepstakes if Sponsor suspects the individual has engaged in fraud or tampering, directly or through others, with respect to this Sweepstakes or any other promotion of Sponsor, or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules. Any attempt to defraud or forge any Sweepstakes materials in any way will be prosecuted to the fullest extent of the law. Sponsor is not responsible for late, lost, damaged, incomplete, illegible, postage due, or misdirected mail, incorrect announcements of any kind, or Internet, e-mail, technical, hardware, software, or transmission failures of any kind. Proof that an entrant has submitted an entry will not be deemed proof that Sponsor received such entry. Any use of robotic, automatic, programmed or the like methods of participation will void all such submissions by such methods. Sponsor is not responsible for any typographical or other error in the printing, the offering or the announcement of any prizes or in the administration or promotion of this Sweepstakes.

BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

9. **PHOTO SUBMISSION GUIDELINES:** Submission cannot: (a) contain photos or images of any person other than entrant or embody the names, likenesses, or other indicia identifying any person, living or dead or contain any other form of personal identification, such as license plate numbers, e-mail addresses or street addresses; (b) be sexually explicit

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or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain or reference nudity or any materially dangerous activity; (c) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (d) be obscene or offensive, endorse any form of hate or hate group; (e) contain or reference trademarks, logos (except Sponsor's) or trade dress owned by others, or advertise or promote any brand or product (except Sponsor's) of any kind, without permission; (f) contain copyrighted materials owned by others without permission; (g) or contain content plagiarized from other websites and/or publications.

By entering a Submission you warrant and represent that: (a) it has not been previously published; (b) it has not received previous awards; (c) it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (d) no personally identifiable information is depicted in the Submission; and (e) publication of the Submission via various media including Web posting and posting in social media, will not infringe on the rights of any third party. Entrant will indemnify and hold harmless Sponsor from any claims to the contrary. Any Submission that, in the sole opinion of Sponsor, is deemed to be inappropriate for publication or inclusion in the Program for any reason will be disqualified from the Program.

10. **PRIVACY:** Sponsor will use the information you provide about yourself only for purposes of administering this Sweepstakes. Sponsor will not share such information with outside parties except to the extent necessary to administer the Sweepstakes. Sponsor will not sell your personal information to any other party. For additional information on our private policy, please visit: <https://www.theunitedfamily.com/privacy-policy/>
11. **WINNERS LIST:** The name of each winner may be obtained at the conclusion of the Sweepstakes by sending your request via first-class stamped, self-addressed envelope to: The United Family, Attn: New Year New You Sweepstakes, P.O. Box 6840, Lubbock, TX 79493.
12. **NO TWITTER/FACEBOOK/INSTAGRAM ASSOCIATION.** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Twitter, Facebook or Instagram. You understand that you are providing your information to Sponsor, not to Twitter, Facebook or Instagram. Any questions, comments or complaints regarding the Sweepstakes must be directed to the Sponsor and not to Twitter, Facebook or Instagram.