

**QUAKER® MUSEUM GIFT CARD PROMOTION AT ALBERTSONS
("PROMOTION")
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

1. ELIGIBILITY: Open only to legal residents of the fifty (50) United States and the District of Columbia ("D.C.") who are eighteen (18) years of age (nineteen [19] if a resident of Alabama or Nebraska) or older on the date of entry. Void where prohibited by law. Employees, contractors, officers and directors of The Quaker Oats Company ("**Sponsor**"), the independent third-party Promotion administrator TPG Rewards, Inc. ("**Administrator**"), Albertsons Companies, Inc., their respective parent, affiliate and subsidiary companies, distributors, Web masters/suppliers, advertising and promotional agencies (collectively, the "**Promotion Entities**"), and the immediate family members (spouse, parent, child, sibling, grandparent, grandchild, and/or "step" of each, regardless of where they reside) and those living in the same households (whether related or not) of any of the above are not eligible to enter or win a prize. For purpose of this Promotion, "**Participating Retailers**" include Albertsons Mid Atlantic stores located in the states of Connecticut, New York, New Jersey, Pennsylvania, Delaware, Maryland, Virginia and the District of Colombia. Participation in the Promotion does not constitute participation in any other promotion, contest or sweepstakes. Fifty (50) Prizes are available in the Promotion. The Promotion is subject to all applicable federal, state and local laws and regulations.

2. PROMOTION PERIOD: The Promotion begins at 12:00:01 p.m. Central Time ("**CT**") on (August 22nd, 2022) and ends at 11:59:59 p.m. CT on (October 6th, 2022) (the "**Promotion Period**").

3. HOW TO ENTER: During the Promotion Period, go to QUAKEREXPLORELOCAL.COM and follow the instructions to complete and submit the registration form (including, but not limited to your personal email address) as requested at the Website. Then follow all prompts and instructions to complete your entry into the Promotion. No responsibility is assumed by Sponsor for lost, late, mutilated, illegible, incomplete, or misdirected email. You will receive one (1) entry into the Promotion drawing associated with your entry.

Limit one (1) entry per person per day during the Promotion Period. For purposes of these Official Rules, a 'day' is defined

as any twenty-four (24) hour period during the Promotion Period beginning at 12:00:00 a.m. CT and ending at 11:59:59 p.m. CT.

All entries, regardless of method of entry, must be received in accordance with the deadlines stated herein in order to qualify as an entry into the Promotion. The Website's database clock will be the official timekeeper for entries in this Promotion. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the transmission, receipt or processing of the entries in the Promotion. The Promotion Entities further assume no responsibility or liability for any error, loss, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

4. WINNER SELECTION AND NOTIFICATION: On or about October 7th, 2022, fifty (50) potential winners will be selected in a random drawing from among all eligible entries received during the Promotion Period. Potential winners will receive an email and/or phone call within approximately forty-eight (48) hours of the random drawing. If, despite reasonable efforts, a potential winner does not respond within seventy-two (72) hours of the first notification attempt, such potential winner will forfeit his or her Prize and an alternate winner will be selected from among the remaining entries in the drawing pool. The email/phone call will contain further instructions on how to claim the Prize or information regarding the delivery of the prize. If additional information or documents are required to claim the Prize, as stated in the email/phone call, the potential winner must complete the remaining steps of the Prize-claim process. Failure to comply with these conditions or the return of any required Prize documents as undeliverable will result in forfeiture of Prize, which will be awarded to an alternate winner in a random drawing from among the remaining entries in the drawing pool. Sponsor is not responsible for changes to a winner's email address and/or telephone number that prevents Sponsor from notifying a potential winner or delivering a Prize. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If any potential Prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines or cannot accept the Prize for any reason prior to award, such potential Prize winner will

be disqualified and an alternate Prize winner will be selected from among the remaining entries in the drawing pool. If necessary, Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of any unclaimed Prize in accordance with the above procedure, after which the Prize in question may go unawarded if it remains unclaimed. If a Prize or Prize notification is returned as undeliverable, the applicable prize will be forfeited and awarded to an alternate winner in a random drawing from among the remaining entries in the drawing pool.

5. PRIZE DETAILS/ODDS OF WINNING:

Fifty (50) Prizes are available in the Promotion. Each Prize consists of one (1) \$100 digital gift card ("**Prize**") which could be used toward field trips with family, friends and classmates. Gift card is subject to the terms and conditions associated with its use.

Odds of winning depend on the total number of eligible entries received during the Promotion Period. Limit one (1) prize per person in the Promotion. Each winner is subject to verification of eligibility before being awarded a prize. **Winner is solely responsible for paying all applicable federal, state, and local income taxes, if any, and all other unspecified expenses associated with the acceptance and/or use of Prize.** All Prizes will be awarded provided they are claimed properly in accordance with these Official Rules. Prizes are not transferable. Prize substitutions will not be allowed, except at sole discretion of the Sponsor who reserves the right to substitute a prize of equal or value. The total value of all prizes is \$5,000.

6. DISCLAIMER: Promotion Entities are not responsible for human, printing, distribution, human, production or other errors. Promotion Entities are not responsible or liable for: (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) 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; (c) inaccessibility or unavailability of any network or wireless service, the Internet or Website or any combination thereof; (d) suspended or discontinued Internet or wireless service; (e) typographical, human or other errors in the offer or administration of this Promotion, including but not limited to errors in advertising, in the Official Rules, in the

determination and announcement of Prizes/winners and/or in the distribution of any Prize or Prize message; (f) any injury or damage to entrants or to any person's computer or mobile device which may be related to or result from any attempt to participate in the Promotion; or (g) cheating or fraud by any participant or other individual.

If, in the Sponsor's/Administrator's opinion, there is any suspected or actual evidence of tampering or attempts at tampering with any portion of the Promotion, or if technical or other difficulties compromise the integrity of the Promotion, the Sponsor/Administrator reserves the right to disqualify suspect entries or modify the Promotion in a manner deemed appropriate by the Sponsor/Administrator, at the Sponsor's/Administrator's sole discretion. In such event, winners for the Prizes remaining as of the time/date of such modification will be determined in a random drawing from all eligible, non-suspect entries received prior to the date/time of such modification, or as otherwise deemed fair and equitable by the Sponsor/Administrator.

No more than the number of Prizes stated in Rule 5, above, will be awarded for any reason. If, due to human, technical or other errors, more than one (1) Prize notification is issued for any Prize in any drawing, the one (1) intended Prizes for that drawing will be awarded in a random drawing from among all valid recipients of such notifications.

7. GENERAL: Acceptance of a Prize constitutes winner's permission for Sponsor and its designees to use winner's name, city and state of residence, photograph, recorded, taped or filmed image or other likeness for purposes of advertising and publicity in all media worldwide, without limitation and without additional notice, approval or compensation, unless prohibited by law. By participating in the Promotion, participants agree to abide by these Official Rules and by the decisions of the Sponsor and Administrator, which shall be final in all matters related to the Promotion. By accepting a Prize, each winner agrees to release and hold harmless the Promotion Entities from and against any and all liability for any claim, injury, loss, or damage of any kind (including, without limitation, those related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light) arising from or in connection with participation in the Promotion, or the awarding, receipt, possession, use or misuse of any Prize and/or with respect to participation in any Prize-related activity.

8. DISPUTES/GENERAL CONDITIONS: By participating, participants agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with, this Promotion or any Prize shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal, state or local court located in Cook County, Illinois; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Promotion, but in no event attorneys' fees; and (c) to the extent allowed by applicable law, under no circumstances will participant be permitted to obtain awards for, and participants hereby waive all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of Illinois or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than Illinois.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials or notifications, or made by Sponsor, Administrator or their respective representatives, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control. Sponsor may modify and amend these Official Rules for clarification purposes only, provided the material terms and conditions of these Official Rules are not affected by such modifications/amendments. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

9. PRIVACY: Any personally identifiable information collected in connection with a participant's participation in this Promotion will be

used by Sponsor, its affiliates, agents and marketers only for purposes of the proper administration and fulfillment of the Promotion, as described in these Official Rules, and in any manner consistent with Sponsor's Privacy Policy, available at <https://www.quakeroats.com/privacy-policy>. Any communication between participant and Sponsor or its agencies regarding this Promotion (e.g. phone calls, text messages, chats, emails, etc.) may be recorded for quality assurance and training purposes. Winners' names will be included in a publicly-available winner's list.

10. WINNERS' LIST: For a list of winners, send a self-addressed, stamped envelope to: **Quaker® Museum Gift Card Promotion at Albertsons - Winners' List**, P.O. Box 930175, Wixom, MI 48393-0175. Requests must be received by December 6th, 2022.

SPONSOR: The Promotion is sponsored solely by The Quaker Oats Company, 433 W. Van Buren St., Chicago, Illinois 60607.

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