

# BIG Y PHARMACY GIFT CARD GIVEAWAY

## OFFICIAL RULES

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING.***

### 1. HOW TO ENTER

a. These rules govern the Big Y Pharmacy Gift Card Giveaway (the "Promotion"), which is being conducted by Big Y Foods, Inc. (the "Sponsor"). The Promotion begins on June 1, 2023 and ends on August 31, 2023 (the "Promotion Dates").

b. To participate in the Promotion, you must scan your Big Y Membership card at any Big Y Pharmacy (located in CT: Mystic, Stafford Springs, Norwich, Danielson, Naugatuck, Mansfield, Manchester New Milford, Old Saybrook, Torrington, East Windsor, Groton, Ellington, Tolland, Bethel, Stratford, North Branford, Marlborough & MA: Northampton, Longmeadow, Ludlow, Palmer, Great Barrington, Pittsfield, Spencer, Lee, Worcester, South Hadley, Greenfield, Walpole, Cooley St., Springfield, Wilbraham, and Kingston) when picking up a prescription during regular Pharmacy business hours (ET) beginning on June 1, 2023 and ending on August 31, 2023 (the "Entry Period"). Limit one (1) entry per prescription, per person during the Entry Period. Multiple participants are not permitted to share the same Big Y Membership. Entries submitted may not be acknowledged or returned. Proof of submission of an entry shall not be deemed proof of receipt by the Promotion administrator. Online entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy. By participating in the Promotion, entrant understands that he or she is providing his or her information to Sponsor.

c. There will be one (1) Grand Prize winner selected each month during the promotion period from all eligible entries received, to receive a \$100 Big Y Gift Card (ARV \$100). (Total number of Grand Prizes: (3))

### 2. ELIGIBILITY RESTRICTIONS

a. The Promotion is open to all persons who are legal U.S. residents and who are 18 years of age or older and who reside in Connecticut or Massachusetts, who are within 15 miles of a Big Y Pharmacy. Void where prohibited or restricted by law. Employees, officers, directors, and agents of the Sponsor, the Sponsor's licensee (collectively, "Promotion Entities"), their respective parent, subsidiary, and affiliated entities, Sponsor's advertising and promotional agencies and participating sponsors, the members of their immediate families (spouse, parents, siblings or children) and those living in the same household of each (whether related or not), are ineligible to enter or win. This Promotion is subject to all applicable federal, state, and local laws and regulations. By participating, entrant agrees to comply with these Official Rules and the decisions of the Sponsor, which are final and binding in all respects.

b. Winners may be required to present valid government-issued photo identification and must provide their complete address, date of birth and phone number to claim a prize.

c. Entrants are required to provide truthful information and the Sponsor will reject and delete any entry that it discovers to be false or fraudulent. The Sponsor will disqualify any entrant who does not meet the eligibility requirements and will also delete any entry as required by law.

### 3. PRIZES

a. There will be three (3) Grand Prize winners selected to receive a \$100 Big Y Gift Card (ARV \$100 per prize).

b. No more than the stated number of prizes specified in these official rules will be awarded. All prizes will be mailed. If the prize is returned or unclaimed within 14 business days, the prize will be awarded to another qualified recipient.

c. Prizes are not transferable, and no substitution, assignment, or cash equivalent of prize is permitted, except by the Sponsor (solely at its discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. The prize(s) are expressly limited to the item(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Promotion Entities are not responsible for winners' limitations that prevent acceptance or use of prize. Entrants acknowledge that the Promotion Entities have not made, nor are in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties expressed or implied, in fact or in law, whether now or hereafter enacted concerning any prize, including without limitation, implied warranties of quality, merchantability, mechanical condition, or fitness for a particular purpose, except for any express manufacturer's warranty as may be included with the prize or as may be separately provided to participants by law. Other restrictions may apply.

### 4. POTENTIAL WINNER SELECTION AND NOTIFICATION

a. Decisions of the Sponsor management with respect to the Promotion are final.

b. One (1) grand prize winner will be selected on or around July 7, 2023, August 7, 2023 and September 7, 2023, for a total of three (3) grand prize winners, via a Sponsor-conducted random drawing.

c. Odds of winning a grand prize depend upon the number of eligible entries received.

d. Prize will be mailed to the grand prize winners no later than September 30, 2023. If a potential winner cannot be contacted or if a prize is returned or unclaimed, the potential winner forfeits the prize and another winner will be selected.

## 5. CONDITIONS

a. Payments of all federal, state and local taxes are solely the responsibility of the winner. The winner may be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize and will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize valued at \$600 or more. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize. Such winnings of \$600 or more will be reported to the IRS.

b. Participation in the Promotion and/or acceptance of prize constitutes entrant's and/or winner's permission for the Sponsor or its agents to interview the winner(s), to photograph, film, and record each winner, and to use in commerce and in any media now or hereafter known throughout the world in perpetuity, his/her name, prize won, hometown (city and state), biographic information, likeness, photograph, voice, audio or video recording, and/or any statements made by him/her regarding the Sponsor, the Promotion, and/or its sponsor(s) for purposes of trade, publicity, or promotion without notice or additional compensation, notification, or permission, in perpetuity except where prohibited by law. Each winner agrees to sign a publicity release confirming such consent, except where prohibited by law.

c. Participation in the Promotion and/or acceptance of prize constitutes entrant's and/or winner's agreement to release, discharge, and hold harmless the Promotion's sponsor(s), the Sponsor, its licensee, their respective parent, subsidiary and affiliated entities, their advertising and promotional agencies, prize suppliers, and participating sponsors, and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, "Released Parties") from and against any and all claims or liability arising directly or indirectly from the prize and participation in the Promotion, including, but not limited to, personal injury, death, or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in Promotion, or delivery, possession, acceptance and/or use or misuse of prize or participation in any Promotion-related activity, including but not limited to any claims based on publicity rights, defamation, or invasion of privacy and merchandise delivery.

d. If for any reason this Promotion cannot be executed as planned, including but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Released Parties that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, the Sponsor reserves the right to cancel, terminate, suspend, and/or modify the Promotion. If the Promotion is

terminated before the original end date, the Sponsor reserves the right, in its sole discretion, to modify the procedure for selecting winners, unless the nature of the event giving rise to such termination renders it impossible to select winner(s).

e. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of the Promotion or in the announcement of a prize; (ii) incorrect or inaccurate entry information, human error, failure, or omission; (iii) unauthorized human intervention; (iv) lost, stolen, misdirected, illegible, incomplete, or late entries; (v) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems or for telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection, equipment malfunctions, and any other technological failures of any kind; or (vi) any cancellations, delays, diversions, or substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to winner(s) including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of a Promotion prize that cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism, or other factors beyond the Released Parties' control.

f. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods may void that entrant's entries and that entrant may be disqualified. The use of any device to automate entry is prohibited. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, promotion entry services or proxies) will void all entries by that entrant at the Sponsor's discretion. The Promotion administrator's computer or telephone system is the official time keeping device for this Promotion. In the event of a dispute, online entries will be deemed to have been submitted by the Big Y Membership Holder. "Big Y Membership Holder" means the natural person who is assigned to a Big Y Membership account. For phone or mobile entries, the authorized account holder is the natural person who is assigned to the text or mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. The Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the Sponsor's website. Failure to comply with the rules of the Promotion may result in an entrant's disqualification and/or forfeiture of any prize or prizes. If the Sponsor makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with a Promotion, the Sponsor reserves the right to disqualify that entrant from entering and/or winning this and future Sponsor-administered Promotions and to prosecute and seek damages to the fullest extent permitted by law.

g. The Sponsor reserves the right to make changes in the rules of the Promotion, including, without limitation, the substitution of a prize of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of the Promotion Entities, the Sponsor reserves the right, but not the obligation, to cancel,

terminate, suspend, or modify the Promotion and shall not be required to award a substitute prize.

h. Except where prohibited, by entering the Promotion, each entrant agrees that: (1) 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 resort to any form of class action, and exclusively by state or federal courts situated in Hampden County, MA, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. Massachusetts law governs the interpretation and construction of these Official Rules and all aspects related thereto.

i. For a copy of these Official Rules, send a self-addressed stamped envelope for receipt by September 30, 2023 to "Big Y Pharmacy Gift Card Giveaway – Official Rules," Attn: Pharmacy, Big Y Foods, Inc., P.O. Box 7840, Springfield, MA 01102. For the names of the prize winners send a self-addressed stamped envelope for receipt after September 30, 2023 and no later than October 31, 2023, to the above address marked "Big Y Pharmacy Gift Card Giveaway – Winner List." The Official Rules and the Winner List (when completed) shall also be available during regular business hours at the main offices of the Sponsor.

## 6. PRIVACY

a. By participating in the Promotion, you agree to the Sponsor's Terms of Use Agreement and to the use of your personal information as described in the Privacy Policy located at [bigy.com](http://bigy.com). In the event of conflict between the Sponsor's Terms of Use Agreement and these Official Rules, the terms of these Official Rules shall apply.

Administrator & Sponsor: Big Y Foods, Inc., 2145 Roosevelt, Ave., Springfield, MA 01104