

# Dierbergs and Frito Lay “Cardinals Ticket Giveaway” 2022

## OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED ONLY FOR LEGAL RESIDENTS OF ILLINOIS AND MISSOURI WHO ARE (A) 18 YEARS OF AGE OR OLDER AND (B) ARE ENROLLED IN THE DIERBERGS REWARDS PROGRAM AT THE TIME OF ENTRY. VOID WHERE PROHIBITED.

1. **ELIGIBILITY:** Dierbergs and Frito Lay “Cardinals Ticket Giveaway” 2022 is only open to legal residents of the states of Illinois and Missouri who are (a) 18 years of age or older and (b) are enrolled in the Dierbergs Rewards Program as of the time of entry. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Employees of Dierbergs Markets, Inc., (“Sponsor”) and its affiliates, subsidiaries, advertising, and media agencies involved in this Sweepstakes (collectively, “Employees”), and each of their immediate family members and/or those living in the same household of each are not eligible. Winning a Prize is contingent upon fulfilling all requirements set forth herein.
2. **SWEEPSTAKES PERIOD:** Sweepstakes begins on Tuesday, April, 19, 2022, at 12:00:01 a.m. CST and ends at 11:59:59 p.m. CST on Monday, May, 16, 2022 (the “Sweepstakes Period”). The time stamp for the Sponsor’s server for the entry application will be the official timekeeper for this Sweepstakes.
3. **TO ENTER:** There are two ways to enter during the Sweepstakes Period, via Dierbergs.com website or via mail.

**Via Dierbergs.com Website:** To participate via website go to [www.Dierbergs.com/cardinals](http://www.Dierbergs.com/cardinals). Click through to the ‘enter now’ button. Fill out the required fields and submit to enter.

**Via mail:** To participate by mail, type or handprint legibly in blue or black ink, on a piece of paper, your first and last name, age, complete postal address with ZIP Code (no P.O. Boxes allowed), email address associated with your Dierbergs account and preferred telephone number. Mail your entry in an envelope with proper postage affixed to: Dierbergs Markets, Inc., 16690 Swingley Ridge Road, St. Louis, MO 63017; Attn: Dierbergs Marketing Dept. All mail-in entries must be postmarked after April 19, 2022 and received by May 16, 2022. All incomplete or illegible entries will be disqualified. In the event of a dispute regarding the identity of an individual who submitted an entry by mail, the entry will be deemed submitted by the person named on the entry provided such person meets the eligibility requirements for the Sweepstakes.

Dierbergs Markets, Inc. reserves the right to prohibit the participation of an individual if fraud is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules. Dierbergs Markets, Inc. reserves the right to cancel or modify the Sweepstakes if there are an insufficient number of entrants. Participation constitutes the entrant’s full and unconditional agreement to these Official Rules and Dierbergs Markets, Inc. decisions which are final and binding in all matters related to the Sweepstakes.

Any entries suspected of being fraudulent (including those using robotic, automatic, programmed, or similar methods of participation) may be disqualified. Automated means of entry are prohibited, and any use of automated devices will cause disqualification. In the event a dispute arises regarding a specific individual entitled to receive a Prize, an entry will be declared made by the “authorized e-mail account holder” associated with the e-mail address in question. The “authorized e-mail account holder” is defined as the natural person who is assigned to the e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted e-mail address. Entrants may be requested to provide Dierbergs Markets, Inc. with proof that the entrant is the authorized e-mail account holder of the e-mail address associated with the e-mail account in

question. Any damage made to the website and/or application will be the responsibility of the authorized e-mail account holder of the e-mail account associated with the damage in question.

Notice to entrants: Should any attempt by an individual to deliberately damage the website or undermine the legitimate operation of this sweepstakes is a violation of criminal and civil laws be made, Dierbergs Markets, Inc. reserves the right to seek damages from any such individual to the fullest extent permitted by law.

4. **ODDS:** The winner for the Sweepstakes will be selected on a random basis from the eligible digital entries made during the Sweepstakes Period or mailed entries received within the applicable time period to select the potential winner of the prizes. The winner will be picked by an automated random selection software, whose selected winner shall be final and binding on all matters relating to the Sweepstakes. Odds of winning are dependent upon the number of entries received.
5. **PRIZE:** Two (2) Winners: Prize will be awarded to two (2) winners. Average Retail Value ("ARV") of the Prize: \$200. All prize details are at the sole discretion of Dierbergs Markets, Inc.

Dierbergs Markets, Inc. shall not be responsible for any issues arising out of or in connection with use of the Prize. Limit one Prize per person/e-mail address.

6. **RESTRICTIONS:** Winner is subject to verification by Dierbergs Markets, Inc. or its representatives of the Winner's name, age, address, phone number; and Winner may be asked to provide legal and valid identification. Winner must meet all eligibility requirements stated herein. If a winner is disqualified, Dierbergs Markets, Inc. reserves the right to determine an alternate winner or to not award that winner's prize at all. No prize transfer or cash redemption. No prize substitution, in whole or in part. Any stated difference between the approximate retail value and actual value of prize or any substituted prize will not be awarded. All federal, state, and local taxes on prizes are the sole responsibility of winners. All costs and expenses associated with prize acceptance and use not specifically provided herein are the responsibility of the winner. In no event will more than the stated number of prizes be awarded.
7. **WINNER NOTIFICATION AND PRIZE CLAIM:** Potential winner will receive notification from Dierbergs Markets, Inc. via e-mail no later than May 18, 2022. Prize will be issued no later than June 1, 2022. Dierbergs Markets, Inc. is not responsible for undeliverable e-mail resulting from any form of active or passive e-mail filtering by an entrant's internet service and/or e-mail provider or for insufficient space in entrant's e-mail account to receive e-mail. Dierbergs Markets, Inc. assumes no responsibility for undeliverable prize notification letter or prize resulting from typographical error or change of address or e-mail address of entrant. In the event of non-compliance with these Official Rules, or if a prize notification or prize is unclaimed or returned as undeliverable, the potential winner may be disqualified and an alternate winner may be contacted.
8. **SWEEPSTAKES TERMS:** Dierbergs Markets, Inc. reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes should virus, bug, non-authorized human intervention, fraud, or other cause beyond Dierbergs Markets, Inc.'s control corrupts or affect the administration, security, fairness, or proper conduct of the Sweepstakes. In such case, Dierbergs Markets, Inc. may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Dierbergs Markets, Inc. Dierbergs Markets, Inc. reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Terms & Conditions. Dierbergs Markets, Inc. has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer more than that allowed by Sweepstakes rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. Should such an attempt be made, Dierbergs Markets, Inc. reserves the right to seek damages to the fullest extent permitted by law.

**LIMITATION OF LIABILITY:** By entering, you (entrant) agrees to release and hold harmless Dierbergs Markets, Inc. and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

- 9 **USE OF DATA:** Information submitted in connection with this Sweepstakes, will be in accordance with Dierbergs Markets, Inc.'s privacy policy. Please review the Dierbergs Markets, Inc. privacy policy at [www.dierbergs.com](http://www.dierbergs.com). By participating in the Sweepstakes, entrants hereby agree to Dierbergs Markets, Inc.'s collection and usage of their personal information in accordance with its privacy policy and acknowledge that they have read and accepted Dierbergs Markets, Inc.'s privacy policy.
- 10 **DISPUTES:** THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND MISSOURI and ILLINOIS, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Missouri or Illinois having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes). Participant further waives all rights to have damages multiplied or increased.
- 11 **PRIVACY POLICY:** Information submitted with an entry is subject to the Privacy Policy stated on Dierbergs Markets website. <https://www.dierbergs.com/pages/online-privacy-policy>.

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