

Jewel-Osco NicKey Super Car Giveaway 2018 Official Rules

NO PURCHASE NECESSARY TO ENTER OR TO WIN THE NICKY SUPER CAR GIVEAWAY SWEEPSTAKES (THE "SWEEPSTAKES").

VOID WHERE PROHIBITED BY LAW.

1. **ELIGIBILITY:** This Sweepstakes is open to legal residents of Illinois, Indiana, Iowa or Wisconsin who are 18 years of age or older as of September 26, 2018. Employees of Jewel-Osco and all other participating retailers, manufacturers any of their respective parents, affiliates or subsidiaries, or advertising and promotion agencies or suppliers involved in this promotion and the immediate family members (mother, father, sister, brother, husband, wife, daughter, son, step-father, step-mother, step-daughter, step-son, step-brother, step-sister, half-brother, half-sister) and/or those living in the same household of each are not eligible to enter the Sweepstakes or to win a prize.

2. HOW TO ENTER:

TO ENTER BY EMAIL: Beginning 12:01 a.m. CT on September 26, 2018 and ending at 11:59 p.m. CT on November 22, 2018. ("Sweepstakes Period"), purchase any one (minimum \$2.99 purchase) of the participating products (see store for complete list of participating products) at participating Jewel Osco Stores in the states of Illinois, Indiana, Iowa or Wisconsin, take a picture of your receipt clearly showing the purchase of a participating product, and email it to

JO.CARGIVEAWAY@JEWELOSCO.COM. Please be sure to include your Full Name, E-Mail Address, Street Address, City, State, Zip Code, Birth Date, and Daytime Telephone Number in the body of the email to be entered in the Sweepstakes. Incomplete entries will not be accepted. Only one email entry per person per weekly code will be accepted. Multiple entrants are not permitted to share the same e-mail or physical address. Any attempt by any entrant to obtain more than one entry per week during the Sweepstakes Period by using multiple/different addresses, identities, registrations or logins, or any other methods will void that entrant's submissions and that entrant may be disqualified from the Sweepstakes. Use of any robotic, automatic, programmed or similar entry method will void all entries and result in disqualification.

TO ENTER WITHOUT A PURCHASE: Hand print your Full Name, E-Mail Address, Street Address, City, State, Zip Code, Daytime Telephone Number and provide your signature (your signature certifies that you are 18 years of age or older and have complied with all of the Official Rules of this Sweepstakes) on a 3" x 5" card and mail to: 2018 Jewel Osco NicKey Super Car Giveaway c/o Jewel Osco, Attn: Digital Marketing Manager, 150 Pierce Rd., Suite 400 Itasca, IL 60143 to be entered in the Sweepstakes. Limit one entry per person, per week. All entries must be received by 11:59pm CT on Thursday, November 22, 2018. No photocopied or mechanically reproduced entries will be accepted; incomplete or illegible entries are not eligible. Sponsor is not responsible for lost, late, damaged, misdirected, incomplete, altered, illegible or postage due entries.

3. **RANDOM DRAWING(S):** Sponsors will conduct a random drawing on or about November 23, 2018 from among all eligible entries received. Sponsors will notify potential winners by telephone. Sponsors will make 3 attempts to contact one potential winner via telephone within 48 hours of the drawing. If Sponsors are unable to reach a potential winner by telephone within 48 hours after a potential winner's name is drawn, then that potential winner will be disqualified and an alternate potential prize winner's entry will be drawn from all remaining eligible entries. Sponsors will not leave a message for a potential prize winner on an answering machine. Limit one prize per family or household. Your odds of winning a prize depend upon the number of eligible entries received.

4. Prize: NicKey 2015 Camaro Stage II S 630hp

2015 NicKey 2015 Camaro Stage II S 630hp
Nickey Registry Serialized & Certificated
Vin # Maintained in Supercar Registry
Special "Built For" Customer I.D. Plate
Nickey Badges & Emblems
Nickey Door Still Plates
Magnuson TVS 2300 SuperCharger
Red Brake Calipers
Drilled & Slotted Brake Rotors
Painted Hood insert w/ Stripe
Nickey Gun Grip Shifter
Rear Quarter Moldings
A Pillar Gauges
Nickey Premium Floor Mats
Nickey Logo Headrests
160 Degree Thermostat
Nickey Premium Leather Interior
Embroidered Leather Door Panels
Nickey Upgraded Stripe Pkg
3" Stainless Chambered Exhaust
Window Tint
Ported Throttle Body
Cold Air Intake System
Upgraded Pulley & Belt

TOTAL ARV ALL PRIZES: \$66,340.00

5. GENERAL RULES: **VOID WHERE PROHIBITED BY LAW. NO PURCHASE NECESSARY TO ENTER OR WIN.** Sponsor's decisions with respect to all aspects of the Sweepstakes are final and binding. No more than the advertised number of prizes will be awarded. A prize winner may not substitute or transfer any prize. Sponsor will report the total value of the prize to the IRS and furnish winner with a federal Form 1099-MISC for an ARV of \$600 or more. Winners must provide their social security number and, if requested, a completed Form W-9 to Sponsor for tax reporting purposes, and are solely responsible for payment of all federal, state, and local taxes incurred as a result of the award of a prize. All federal, state and local laws and regulations apply. All expenses, travel, and other costs not expressly stated in the package description above are the sole responsibility of winner. All materials entrants submit become the property of the Sponsors and Sponsors will not return such materials. 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. Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes if it becomes technically corrupted and select winner by random drawing from among all eligible entries received prior to such cancellation, or termination, modification, or suspension. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

6. LIMITATION OF LIABILITY: 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. By entering the Sweepstakes or accepting a prize, the Sweepstakes entrant and/or prize winner agrees to defend, indemnify, and hold harmless Jewel-Osco Food Stores, Inc. ("Jewel Osco") and their respective owners, subsidiaries, affiliates, partners, directors, officers, employees and assigns, 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 the Sponsors; the acceptance, possession, misuse or use of any prize; and any participation in the Sweepstakes. 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 and expressly agrees to forever waive, release, discharge, and covenant not to sue Sponsor or its owners, subsidiaries, affiliates, partners, directors, officers, employees and assigns for any cause of action arising out of or in any way related to the Sweepstakes; these Official Rules; any Sweepstakes entry; the negligence of Sponsor; the acceptance, possession, misuse or use of any prize; and any participation in the Sweepstakes. By 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. As a condition to participating in this Sweepstakes, each entrant agrees that (a) any and all disputes that cannot be resolved between the parties, and all causes of action arising out of or in connection with this Sweepstakes shall be resolved individually, without resort to any form of class action, exclusively before a court located in Ada County, Idaho, having competent jurisdiction, which court shall apply the laws of the State of Idaho, without regard to the conflicts of law principles thereof; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** The entrant and Sponsor hereby waive any and all right to trial by jury. If any provision of these Official Rules is declared or found by a court of competent jurisdiction to be illegal, unenforceable or void, then such provision will be null and void but each other provision hereof not so affected will be enforced to the full extent permitted by applicable law. Sponsor is not responsible for winner limitations that prevent acceptance or use of any prize. By participating in this promotion, entrants agree to be bound by the Official Rules and the decisions of the Sponsor. Sponsors reserve the right to prohibit an individual from participating in this Sweepstakes if Sponsors suspect the individual has engaged in fraud or tampering, directly or through others, with respect to this Sweepstakes or any other promotion of Sponsors, or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules. Sponsors are 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 Sponsors received such entry. Any use of robotic, automatic, programmed or the like methods of participation will void all such submissions by such methods. Sponsors are not responsible for any typographical or other error in the printing, the offering or the announcement of any prizes or in the administration of the promotion or contest.

7. **PRIVACY:** Please review Sponsor's Privacy Policy at <http://www.jewelosco.com/privacy-policy/> and Terms of Use at <https://www.jewelosco.com/terms-of-use/>. By participating in the Sweepstakes you hereby agree to Sponsor's collection and usage of your personal information as permitted by Sponsor's Privacy Policy and acknowledge that you have read and accept Sponsor's Privacy Policy.

8. **WINNERS LIST:** For the names of the winners, send a separate, self-addressed, stamped envelope to: 2018 Jewel Osco NicKey Super Car Giveaway Sweepstakes Winners, ATTN: Digital Marketing Manager, 150 Pierce Rd Suite 400 Itasca, IL 60143. We must receive your request for the names of the winners by December 22, 2018.

9. **SPONSOR/ADMINISTRATOR:**
Jewel-Osco Food Stores, Inc., 150 Pierce Rd Suite 400 Itasca, IL 60143

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