

# Tony's Fresh Market Official Sweepstakes Rules ("Official Rules")

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

PARTICIPATION IN THE 2025 HISPANIC HERITAGE MONTH SWEEPSTAKES ("SWEEPSTAKES") CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE OFFICIAL RULES. THESE OFFICIAL RULES ARE SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 11, BELOW.

**1. SWEEPSTAKES PERIOD:** The Sweepstakes begins from 7:00 AM Central Standard Time ("CST") on September 15, 2025, and ends at 11:59PM CST on September 30, 2025 ("Sweepstakes Period"). Tony's Finer Foods Enterprises, LLC ("Sponsor" or "Tony's Fresh Market") computer is the official time-keeping device for the Sweepstakes.

**2. ENTERING THE SWEEPSTAKES:** Official digital entries for Sponsor's Sweepstakes will be available on Tony's Fresh Market app which you can download in the App Store or the Google Play Store (collectively the "**App**"). During the Sweepstakes Period, Sponsor will publish ONE banner every day through the App beginning on Monday September 15, 2025, and ending on Tuesday September 30, 2025. The banner will prompt the participant to enroll in the Hispanic Heritage Month Sweepstakes by selecting the "Enroll Now" button. One entry per day is permitted. Sponsor will hold one (1) drawing per day during the Sweepstakes period, where Sponsor will pick one (1) winner who will receive the prize listed for the corresponding day below. Entries submitted untimely or outside the guidelines provided in the Official Rules shall be deemed VOID for that day.

**Alternative Method of Entry ("AMOE"):** Alternatively, Participants may enter the Sweepstakes by sending an email to [Communications@Heritagegrocers.com](mailto:Communications@Heritagegrocers.com) with their Name, Email Address, Phone number, address, and the address of the Tony's Fresh Market which is closest to their location. One Entry per day may be submitted through AMOE. Entries through the AMOE will only be valid for the day on which the email is received by Sponsor and the Participant will only be eligible to win the prize for the same corresponding day.

**3. ELIGIBILITY:** In addition to eligibility requirements specified in the applicable Post, Participants must also (1) have access to internet, (2) have an internet-capable device, (3) have access to the email address connected to their App or AMOE, (4) be a legal US resident, (5) live within 20 miles of at least one (1) Tony's Fresh Market retail location, and (6) at least eighteen (18) years of age at the time of entry.

There is no charge to sign up for the App or to enter through the AMOE. Standard data charges may apply if participating through a mobile device. Data rates may apply for each message sent or received from a device according to the terms and conditions of Participant's service agreement with their wireless carrier if accessing or entering Sweepstakes through a mobile device. Other charges may apply and may appear on a mobile phone bill or be deducted from a

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prepaid account balance. Wireless carriers' rate plans may vary, and Participants are encouraged to contact their wireless carrier for more information on messaging rate plans and charges relating to the participation and entry in the Sweepstakes. Mobile device service may not be available in all areas. Sponsor is not responsible for any charges.

Employees of Sponsor and their affiliates and subsidiaries (collectively "Promotion Parties"), and members of such employees' immediate family or persons living in the same household as such employees are not eligible for entry into the Sweepstakes. The foregoing eligibility requirements are void where prohibited.

All entries must comply with (1) the applicable guidelines, rules or standards of the App, (2) the Official Rules, and (3) any other requirements set forth by Sponsor. Entries that do not conform to the preceding sentence may be deleted and/or no entry will be generated or considered. Sponsor reserves the right to reject or disqualify any entry which Sponsor, at its sole discretion, determines to be inconsistent with the letter or spirit of the Official Rules or potentially damaging to the Sponsor's, the Sweepstakes', or another's image or reputation. If applicable, entries must only include the information required for entry into the Sweepstakes, and must not: depict, encourage, promote or induce conduct that could violate any law, regulation or ordinance, or give rise to criminal or civil liability, or that could be considered, in Sponsor's sole discretion, risky, violent, discriminatory or otherwise inappropriate; depict, encourage or promote the use of alcohol, illegal drugs, tobacco, firearms/weapons, or any particular political agenda or message; contain any content that is protected by trademark, copyright, trade secret, right of publicity or other proprietary right, without the express prior written consent of the owner of such right; contain any personal information, such as phone numbers, license plate numbers, e-mail addresses or street addresses; contain messages or images inconsistent with Sponsor's image and/or goodwill; contain any content that could be considered deceptive, misleading, false, fraudulent, scandalous, indecent, obscene, sexually explicit, defamatory, libelous, threatening, harassing, hateful, degrading, intimidating, graphically violent or otherwise unlawful, tortious or objectionable, as determined by Sponsor in its sole discretion; depict any individual other than the Participant, unless the Participant has received the written permission of such individual (or of his/her parent or legal guardian in the event that he/she is a minor); and/or contain any confidential information or any material, non-public information about any company or individual.

**4. PRIZES:** The Sweepstakes prizes shall be given away daily as shown below. No substitution or transfer of prizes are permitted; however, Sponsor reserves the right to substitute a prize of equal or greater value at any time while the Sweepstakes is in effect. All prize(s) will be awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). If a potential Winner is not eligible to receive a prize for any reason, including as described in Sections 3 and 5, Sponsor may, at its sole discretion, award the applicable prize to another Winner by random drawing from among all remaining eligible entries. In such circumstances, random drawings will be held until

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an eligible Winner is selected. All income taxes and/or other applicable taxes and/or fees resulting from the acceptance of a prize are the sole responsibility of the Winner.

Acceptance of a prize offered constitutes express permission to use Winner's name, biographical information and/or likeness for purposes of advertising and promotion without further compensation as permitted by law and constitutes permission to disclose the Winner's name where required. Prizes not claimed or forfeited may not be awarded. If any potential prize Winner fails or refuses to properly sign and return all Prize Claim Documents (Prize Claim Documents may include an IRS Form 1099-MISC, Sponsor Release Agreement and any other documents Sponsor may be required to collect or deem necessary to obtain prior to issuing any prizes such as submitting a copy of a US-government identification card) within seven (7) calendar days after winning the prize, or if the Prize Claim Documents or a prize is returned as unclaimed or undeliverable to any potential Winner, such potential prize Winner will be disqualified and/or otherwise forfeit their prize. If a potential prize Winner makes any false statement in any Prize Claim Document, the prize will be forfeited. The submission of Prize Claim Documents is solely the responsibility of each potential prize Winner. If any potential prize Winner declines a prize, is found to be ineligible or fails to comply with these Official Rules, such potential prize Winner will be disqualified and will forfeit the prize and all rights to the prize they otherwise might have received. All details and other restrictions of prizes not set forth in these Official Rules will be determined by Sponsor in its sole discretion and will be provided to the applicable Winner upon award of the prize. Prizes will be available for pickup at the Potential Prize Winners closest Sponsor location only upon Sponsor's receipt of the Prize Claim Documents, completed to Sponsor's satisfaction.

Prize Date	Prize Name
Monday, September 15, 2025	Insignia™ - 55" Class F50 Series LED 4K UHD Smart Fire TV
Tuesday, September 16, 2025	\$100 Sponsor Gift Card
Wednesday, September 17, 2025	KooK Ceramic Nesting Bowls, with Lids, Serving, Set of 4, Embossed, Kitchen, Prep, Mix, Gift, Housewarming, Microwave and Dishwasher Safe, 10/16/29/47 oz, Narbonne Collection (Ivory)

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Thursday, September 18, 2025	SIMPLETASTE Milk Frother, 4-in-1 Electric Milk Steamer, Automatic Warm and Cold Foam Maker and Milk Warmer for Latte, Cappuccinos, Macchiato
Friday, September 19, 2025	\$50 Sponsor Gift Card
Saturday, September 20, 2025	JBL FLIP 5, Waterproof Portable Bluetooth Speaker, Black, Small
Sunday, September 21, 2025	Knife Set, 15 Pcs Kitchen Knife Set with Block Self Sharpening, Dishwasher Safe, 6 Steak Knives, Anti-slip handle, Black
Monday, September 22, 2025	\$75 Sponsor Gift Card
Tuesday, September 23, 2025	Electric Food Warming Mat - Portable Silicone Tray w/Fast Heating, Best Kitchen Gadget to Keep Food Warm for Parties, Buffets, Serving, & Thawing - Silicone Accessories Included
Wednesday, September 24, 2025	\$50 Sponsor Gift Card

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Thursday, September 25, 2025	Mixing Bowls with Airtight Lids Set, 26PCS Stainless Steel Khaki Bowls with Grater Attachments, Non-Slip Bottoms & Kitchen Gadgets Set, Size 7, 4, 2.5, 2.0, 1.5, 1QT, Great for Mixing & Serving
Friday, September 26, 2025	\$75 Sponsor Gift Card
Saturday, September 27, 2025	Beats Solo 4 - Wireless Bluetooth On-Ear Headphones, Apple & Android Compatible, Up to 50 Hours of Battery Life - Matte Black
Sunday, September 28, 2025	\$100 Sponsor Gift Card
Monday, September 29, 2025	\$150 Sponsor Gift Card
Tuesday, September 30, 2025	Samsung - 65" Class DU6900 Series Crystal UHD 4K Smart Tizen TV (2024)

**5. SELECTION OF WINNERS:** A random drawing will be conducted by Sponsor to select the Winner for the applicable date from among all eligible entries, including those made through the AMOE. The random drawing may be done through an online site, such as "[Random.Org](https://www.random.org/)", a recognized tool for fair and transparent random generators. Odds of winning a prize depend on the number of entries eligible for that prize. Potential Winners will be posted on our website at <https://www.tonysfreshmarket.com/hispanic-heritage-2025> the next day and contacted via the email they used when signing up for the AMOE or App. Following such notification, Sponsor may send potential Winners a Sponsor Release Agreement. If requested by Sponsor, potential Winners must sign and return the required Sponsor Release Agreement within seven (7) days of receipt of such document, or such other date set by Sponsor, in order to receive the prize. Documents requested by Sponsor may be submitted through a designated, secure third-party service such as SharePoint, Dropbox, Google Drive or any other link provided by Sponsor. Once Sponsor receives all requested documents through the designated link (or other delivery method approved by Sponsor), Sponsor may engage potential Winners with follow-up communications

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regarding prize disbursement such as pick-up location, date and time. Unless otherwise approved by Sponsor, prizes will be made available for pick-up at one of Sponsor's pre-approved grocery store locations. Failure to respond within the applicable time period will result in forfeiture of the prize and Sponsor may, at its sole discretion, award the prize to another potential Winner. If, after three (3) attempts to notify a potential Winner, Sponsor cannot locate such person, Sponsor may, at its sole discretion, award the prize to another Winner. In the event a dispute arises as to the identity of a potentially winning Participant, the identity of the Participant will be conclusively determined by the name, e-mail and/or phone number linked to the Tonys Fresh Market loyalty account App.

By entering the Sweepstakes and accepting a prize, the winning Participant grants permission to Sponsor and the Promotion Parties to use Winner's name, likeness, and biographical information in connection with the Sweepstakes and announcement of the Winners and for other marketing purposes without further compensation or right of approval, unless prohibited by law. Winners understand that Sponsor and the Promotion Parties may publish the Winner's name, likeness and biological information on Sponsor's website and social media platforms (including, but not limited, Facebook, Instagram, X and YouTube). All federal and state laws apply.

**6. RELEASES AND LIMITATION OF LIABILITY:** By entering the Sweepstakes, Participants waive all right to, and release and hold Sponsor, the Promotion Parties, Meta Platforms, Inc., and any applicable Social Media Platform, and each of their respective employees, officers, directors, agents, representatives, owners and managers ("Released Parties") harmless from, any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys' fees) arising out of or in connection with participation in the Sweepstakes, Post, submission of entries or the selection of Winners or the acceptance, use, or misuse of any prize. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. Sponsor, Promotion Parties, Meta Platforms, Inc., and any applicable Social Media Platform, and each of their respective employees, officers, directors, agents, representatives, owners and managers, will not be responsible for: late, incomplete, or incorrect entries; a Participant's failure to receive communications regarding the Sweepstakes due to Participant's spam, junk e-mail, or other security settings or for Participant's provision of incorrect or otherwise non-functioning contact information; technical, hardware, or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or used in the Sweepstakes; by any human error which may occur in the processing of the entries in the Sweepstakes; or any typographical, technological, or other error in the submission of entries, the publishing of the offer, administration of the Sweepstakes, or announcement of the prizes.

**7. CANCELLATION; MODIFICATION:** Sponsor reserves the right to cancel or modify the Sweepstakes, Post, including these Official Rules and Privacy Policy, in a manner it deems

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appropriate for any reason, including, but not limited to, if, in Sponsor's sole and absolute discretion, Sponsor believes there is an error, or there is an error, any suspected evidence of tampering with any portion of the Sweepstakes, if technical difficulties (including viruses and bugs) compromise the integrity of the Sweepstakes from running as planned, any such modification will be posted here.

**8. CHOICE OF LAW AND FORUM:** PARTICIPANT AGREES THAT ALL MATTERS ARISING OUT OF OR RELATING TO THE SWEEPSTAKES, POST, THESE OFFICIAL RULES AND THE PRIVACY POLICY, ARE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS, UNITED STATES, WITHOUT REFERENCE TO THE CHOICE OF LAW PRINCIPLES THEREOF. PARTICIPANT FURTHER AGREES THAT ANY LEGAL SUIT, ACTION, PROCEEDING, DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SWEEPSTAKES, POST, THESE OFFICIAL RULES, AND THE PRIVACY POLICY, SHALL BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF ILLINOIS LOCATED IN COOK COUNTY, ILLINOIS OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS.

**9. PRIVACY POLICY:** By participating in this Sweepstakes, Participants consent to the Sponsor's use of their personal information submitted or collected in connection with the Sweepstakes in accordance with and subject to the terms of the Sponsor's Privacy Policy, available at <https://www.tonysfreshmarket.com/privacy-policy/>, ("Privacy Policy"), which is incorporated by reference as if re-stated in full herein.

**10. SPONSOR:** Tony's Finer Foods Enterprises, LLC 2501 East Guasti Rd. Ontario, CA 91761. This Sweepstakes is in no way sponsored, endorsed, administered or affiliated by or associated with Meta Platforms, Inc., or any applicable Social Media Platform, and each of their respective employees, officers, directors, agents, representatives, owners and managers.

**11. MANDATORY ARBITRATION:** As a condition of participating in the Sweepstakes, except where prohibited by law, you agree that any dispute, claim, or controversy arising out of or relating to the Sweepstakes, Post, the award of a prize, or the breach, termination, enforcement, interpretation, or validity of these Official Rules, shall be submitted to and determined by JAMS exclusively on an individual, non-class basis pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. For the avoidance of doubt, you agree that any and all disputes, claims, and causes of action arising out of or related to Sweepstakes, Post or any prize awarded shall be resolved individually and not in the form of any class action or other form of representative action. You agree that, as a condition of participating in the Sweepstakes, you and all Participants waive any right to bring any action arising from or related to the Sweepstakes, Post or the award of a prize as a class or other representative action.

The arbitration shall be held before a single arbitrator, who shall be an attorney at law and an experienced commercial and contract law arbitrator. You and the Sponsor shall evenly split the cost of the arbitration, including the compensation of the Arbitrator and all administrative

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expenses. The parties may be represented by their own attorneys in the arbitration proceeding and, except as may otherwise be required by law, shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator. The Arbitrator shall have the power to award all legal relief available in a court of law, including any and all damages that may be available for any of the claims asserted, provided, however, that the arbitrator may not award any incidental, indirect, or consequential damages, including damages for lost profits, or any other relief waived under this Agreement. In addition, each of the parties shall retain all defenses that they would have in a judicial proceeding, including defenses based on the expiration of the statute of limitations and that the damages being sought are not authorized or are excessive. The Arbitrator shall render a written award within thirty (30) days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the parties. Judgment on the award may be entered in any court having jurisdiction. This provision, however, shall not preclude the parties hereto from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction, including preliminary injunctive relief.

YOU AGREE AND ACKNOWLEDGE THAT THE SWEEPSTAKES EVIDENCES A TRANSACTION INVOLVING INTERSTATE COMMERCE AND THAT THIS AGREEMENT IS ENTERED INTO UNDER THE FEDERAL ARBITRATION ACT ("FAA"). ACCORDINGLY, THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAW AND PROCEDURES DEVELOPED UNDER THE FAA. THE PARTIES SHALL MAINTAIN THE CONFIDENTIAL NATURE OF THE ARBITRATION PROCEEDING AND THE AWARD. YOU AGREE THAT BY PARTICIPATING IN THE SWEEPSTAKES, YOU ALSO ENTER INTO THIS AGREEMENT TO ARBITRATE FREELY AND VOLUNTARILY AND WITHOUT ANY FORM OF COERCION, DURESS OR UNDUE INFLUENCE.

**12. VOID WHERE PROHIBITED:** The Sweepstakes is void where prohibited. All federal, state and local laws apply to the Sweepstakes. Decisions regarding all matters relating to the Sweepstakes that are not addressed in these Official Rules shall be made by Sponsor in its sole and absolute discretion, and each Participant agrees that all such decisions shall be binding and final. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes at Sponsors' sole and absolute discretion. Sponsor reserves the right to permanently disqualify from any promotion any person they believe has intentionally violated these Official Rules.

Questions regarding the Sweepstakes should be directed to: Marketing, Attn: Sweepstakes 2501 East Guasti Rd. Ontario, CA 91761.