2026 DÍA DE LOS MUERTOS ALTAR CONTEST

OFFICIAL RULES, PARTICIPATION AGREEMENT

AND PRIVACY NOTICE ("OFFICIAL RULES")

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THE DÍA DE LOS MUERTOS ALTAR CONTEST ("CONTEST.") VOID WHERE PROHIBITED BY LAW. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. PARTICIPATION IN THE CONTEST 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. CONTEST AND JUDGING PERIOD: Contest Entry Submission begins October 21, 2026, at 12:00PM Central Time ("CT") and ends October 28, 2026, at 12:00 PM CT ("**Contest Period**.") Sponsor's computer is the official time-keeping device for the Contest. Sponsor's judging and selection of the top ten (10) submissions begins October 28, 2026, at 1:00 PM CT and ends October 29, 2026, 5:00 PM CT ("**Judging Period**"). Public voting for the three (3) Contest Winners begins October 31st, 2026, at 12:00 PM CT, and ends November 1, 2026, at 8:00 PM CT ("**Public Voting Period**.").

2. ENTERING THE CONTEST: Entrants may submit one (1) photograph for the Día de Los Muertos Altar Contest ("**Contest**") by entering their photograph through Tony's Finer Foods Enterprises, LLC's ("**Tony's**" or "**Sponsor**") official Contest link: https://www.tonysfreshmarket.com/altar-contest/ ("**Site**"). Once the entrant accesses the Site, entrants must follow the on-screen entry instructions to fully complete their submission. Entrants are encouraged to create their very own Dia de los Muertos Altar and upload their photograph through Tony's Site. For a valid entry, you must provide all the requested information by completing the online submission form on Tony's Site at the time of submission. **NO MORE THAN ONE ENTRY PER PERSON IS PERMITTED**. The use of any artificial intelligence, robotic, mechanic, automatic, programmed or similar entry method, or entering more than one email address, identities or devices for the same entrant shall void all entries, resulting in the entrant's disqualification from the entire Contest. Once submitted, the submission cannot be modified. Each submission must contain the following elements: (1) Photographs of family or friends who have departed, (2) Cempasúchil (Marigold) flowers, (3) Pan de Muerto, (4) Candles, (5) Sugar Skulls (Calaveras), and (6) three tiers (collectively the "**Required Items**").

Your submission and photograph shall not (i) infringe on any third-party intellectual property rights, (ii) invade the privacy or publicity rights of any person or entity, (iii) otherwise infringe or interfere with any third-party personal, property, or proprietary rights, or (iv) contain any content generated by artificial intelligence. By submitting a photograph, you represent and warrant that you are the author of the photograph, that it is original to you, that it has not previously been published, and that it does not infringe or violate any third party's intellectual property rights, including any copyrights, trademarks, trade secrets, privacy or publicity rights, or any other proprietary rights of any third party. Any submission that, in the sole discretion of Sponsor, violates any third-party intellectual property or proprietary rights of any third party, or which contains vulgar, profane, pornographic, sexually explicit, disparaging, derogatory, offensive, or illegal material will be automatically disqualified with or without notice to the applicable entrant.

By submitting a photograph, you hereby grant Sponsor a non-exclusive, royalty-free, irrevocable, perpetual, sublicensable and worldwide license to reproduce, prepare derivative works based on, use, sell, and otherwise distribute your photograph submitted as part of or in connection with the Contest, and waive all rights with respect to such photograph and Sponsor's use as set forth herein. You agree that neither Sponsor nor any of the Released Parties (as defined below) are responsible for any unauthorized

use of your photograph by third parties. Sponsor reserves the right to verify the eligibility of all entrants. By entering this Contest, entrants accept and agree to these Official Rules, the Privacy Policy (further outlined below) and the decisions of Sponsor, which shall be final in all matters. This Contest may use social media, including Facebook and Instagram to publish or post submitted entries or Contest winner(s). This Contest is not endorsed or certified by Facebook or Instagram. All Facebook and Instagram trademarks are the property of Facebook or Instagram. All questions, comments, or complaints regarding the Contest should be directed to the Sponsor at the address listed below and not to Facebook or Instagram. Entrants waive any right to claim ambiguity in the Contest or these Official Rules. All entrants agree to follow and adhere to these Official Rules. Sponsor reserves the right to modify the Contest and the right to make changes or additions to these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of any term of these Official Rules.

3. ELIGIBILITY: Contest is open only to residents of Illinois who reside within a thirty (30) mile radius of a Tony's Fresh Market location (the "Contest Area") who are at least eighteen (18) years of age as of October 21, 2026. Individuals under 18 years of age, as of October 21, 2026, may not enter. Employees of Tony's Finer Foods Enterprises, LLC and its 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 to enter or win the prizes from this Contest. The foregoing eligibility requirements are void where prohibited by law.

4. PRIZES: A total of three (3) winning entrants ("Winners") are expected to be selected for this Contest. Each Winner will receive only one (1) prize. The first Winner selected is expected to receive a Tony's Fresh Market gift card with an approximate retail value ("**ARV")** of $500.00 (five hundred dollars and zero cents). The second Winner selected is expected to receive a Tony's Fresh Market gift card with an ARV of $250.00 (two hundred and fifty dollars and zero cents). The third Winner selected is expected to receive a Tony's Fresh Market gift card with an ARV of $100.00 (one hundred dollars and zero cents). **Total combined value of all three (3) prizes expected to be issued: $850.00 (eight hundred and fifty dollars and zero cents)**. No substitution or transfer of prize is permitted by Winner. Sponsor reserves the right to substitute a prize of equal or greater value. All prizes are 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). All prizes will be awarded. If a Potential Winner (further defined below) is not eligible to receive a prize for any reason, including as described in Section 5, Sponsor may award the applicable prize to the next person whose photograph is selected, based on the judging criteria, further described below. All income taxes and/or other applicable taxes and/or fees resulting from acceptance of a prize are the sole responsibility of Winner.

5. SELECTION OF WINNERS; REQUIREMENTS; JUDGING CRITERIA: The Contest includes a contest of skill. The top ten (10) submissions shall be made available online on the Site for the Public Voting Period. Voting will be available to any individual with internet access and an internet-capable device. Eligible entrants are strongly encouraged to share the link during the Public Voting Period, on their social media platforms, to drive votes. Sponsor may disqualify any entry that, in its sole discretion, benefits from votes obtained through fraud, automated means, or purchased or incentivized votes. The submitted contest submissions shall be entered into the Judging Period by a panel of judges. These judges are comprised of a panel of five (5) Sponsor's and/or Sponsor's affiliates' employees including Marketing Team Members. The top 10 selected contest submissions will be selected based on a series of objective criteria, (1) the entrant's adherence to Required Items (2) the entrant's creativity (this may include, but is not limited to, items on the guide on "how to build altar" (3) the entrant's altar; (4) photographic composition and quality of the photograph; (5) ambiance (this may include props and/or background); (6) color and lighting of the photograph; and (7) clarity of the photograph and entrant's way to display the details. The top 10 selected entries move on to the Public Voting Period where the three (3) Contest submissions that receive the highest total votes from the public voting period will be designated as a potential prize winner ("Potential Winner.")

In the event of a tie, all tied submissions will be re-judged by the panel of judges based on the entrants' adherence to the objective criteria listed within this section. Odds of winning depend on the number of qualified submissions. The award of a prize and the opportunity to win a prize are not conditioned on a minimum number of entries or Contest entrants. The Potential Winners will be determined on or about November 02, 2026. Once the Potential Winners are selected, each Potential Winner shall be contacted on or about November 03, 2026, according to the information provided on the Site as part of the Potential Winner's official entry. Following such notification, Sponsor will send Potential Winners a Prize Release Form. Potential Winners must sign and return the required Prize Release Form within three (3) business days of receipt of said Prize Release Form, or such other date set by Sponsor, in order to receive the prize. Failure to respond within the applicable time period will result in forfeiture of the prize and the submission with the next highest number of votes may be deemed by the Sponsor the Potential Winner (and this process may be repeated if necessary). In the event a dispute arises as to the identity of a Potential Winner, the identity of the entrant will be conclusively determined by the information provided on the online entry form. By entering the Contest, entrants grant permission to Sponsor and the Promotion Parties to use Winner's name, likeness, and biographical information in connection with the Contest and announcement of the Winners and for other marketing purposes without compensation or right of approval, unless prohibited by law. All federal and state laws apply.

6. RELEASES AND LIMITATION OF LIABILITY: By entering this Contest, to the fullest extent permitted by law, entrants waive all right to, and release and hold Sponsor, the Promotion Parties, Facebook, Inc. and Instagram, Inc., and each of their respective employees, officers, directors, agents, representatives, owners, managers (collectively, "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 Contest, submission of a photograph or other submission, 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, Facebook, Inc. and Instagram, Inc. will not be responsible for: late, incomplete, or incorrect entries; an entrant's failure to receive communications regarding the Contest due to entrant's spam, junk e- mail, or other security settings or for entrants' 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 this Contest; by any human error which may occur in the processing of the entries in this Contest; or any typographical, technological, or other error in the publishing of the offer, administration of the Contest, entrant's failure to timely or completely submit the Prize Release Form or applicable forms of identification, or any other information as reasonably requested by Sponsor, or announcement of the prizes.

By entering this Contest, you waive Section 1542 of the California Civil Code and any similar law of any state, territory, or other jurisdiction. Section 1542 states:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

7. CANCELLATION; MODIFICATION: Sponsor reserves the right to cancel or modify this Contest, including these Official Rules, in a manner it deems appropriate for any reason, including, but not limited to, if, in Sponsor's sole and absolute discretion, Sponsor believes there is an error, any suspected evidence of tampering with any portion of the Contest, if technical difficulties (including viruses and bugs) compromise the integrity of the Contest, or any other problem or issue that prevents the Contest from running as planned; any such modification will be posted here.

8. CHOICE OF LAW AND FORUM: ENTRANT AGREES THAT ALL MATTERS ARISING OUT OF OR RELATING TO THIS CONTEST AND THESE OFFICIAL RULES, AND THE PRIVACY NOTICE, 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. ENTRANT FURTHER AGREES THAT, SUBJECT TO SECTION 11 (MANDATORY ARBITRATION), ANY LEGAL SUIT, ACTION, PROCEEDING, DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTEST AND THESE OFFICIAL RULES, AND THE PRIVACY NOTICE, 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. WINNERS LIST: For the names of all Winners, available after the Winner selection and notification process is complete, send a self-addressed, stamped envelope to: Tony's Finer Foods Enterprises, LLC, Attn: Marketing Department, 2501 E. Guasti Rd. Ontario CA, 91761. Requests must be received within (60) days after the end of the Public Voting Period.

PRIVACY NOTICE: Information submitted with an entry is subject to the terms set forth in Sponsor's Privacy Policy, also available online at https://www.tonysfreshmarket.com/privacy-policy/ ("**Privacy Policy**.") By entering the Contest, you consent to Sponsor's Privacy Policy.

Contact Us

If you have any questions, comments, requests or concerns about this Privacy Policy or other privacy-related matters, you may contact Sponsor at:

Tony's Finer Foods Enterprises, LLC
2501 East Guasti Rd.
Ontario, CA 91761
Toll-free-number: (855) 550-0007

In connection with any privacy-related requests you submit to Sponsor in exercising rights to which you are entitled under applicable law, Sponsor will undertake steps to verify your identity. Sponsor may ask you to provide information that Sponsor has on file about you or, if the request is submitted in writing or electronically, Sponsor may contact you via another method (e.g., phone) to verify your identity. Sponsor will only use Personal Information provided in a request to verify the requestor's identity and authority to make the request and Sponsor will maintain a record of any such requests as required by law.

10. SPONSOR: Tony's Finer Foods Enterprises, LLC, 2501 East Guasti Rd., Ontario, CA 91761. This Contest is in no way sponsored, endorsed, or administered by or associated with Meta, Inc.

11. MANDATORY ARBITRATION: As a condition of participating in this Contest, except where prohibited by law, you agree that any dispute, claim, or controversy arising out of or relating to the Contest, the award of a prize, or the breach, termination, enforcement, interpretation, or validity of the 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 this Contest 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 this Contest, you and all entrants waive any right to bring any action arising from or related to the Contest or the award of a prize as a class or other representative action.

The arbitration shall be held in Cook County, Illinois, before a single arbitrator , who shall be an attorney at law and an experienced commercial and contract law arbitrator. The Sponsor shall bear the cost of the arbitration, including the compensation of the Arbitrator and all administrative 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 Contest 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 Contest, you also enter into this agreement to arbitrate freely and voluntarily and without any form of coercion, duress or undue influence.