

FOOD BAZAAR “NEW YORK YANKEES PRE-GAME EXPERIENCE” SWEEPSTAKES
OFFICIAL RULES

1. **Eligibility:** The Food Bazaar “New York Yankees Pre-Game Experience” Sweepstakes (“Promotion”) is open to legal residents of Connecticut, New York, and New Jersey who are eighteen (18) years of age or older as of the Promotion Start Date defined below. The Promotion is sponsored by Bogopa Services Corp. d/b/a Food Bazaar Supermarket (the “Sponsor”). Any employees, supervisors, contractors, vendors (and members of their immediate families) of Sponsor, its joint venture companies, subsidiaries, parent, or affiliates and the MLB Entities, as defined in item 6 below, are not eligible to participate. The Promotion is subject to all applicable federal, state and local laws, rules and regulations. Void outside the states listed above, and where prohibited by law, rule or regulation.
2. **Promotion Period:** The Promotion begins at 12:00:00 a.m. “ET” (Eastern Time) on the Promotion Start Date set forth in the table below and ends at 11:59:59 p.m. ET on the Promotion End Date set forth in the table below (the “Promotion Period”).

Promotion Start Date	Promotion End Date
July 13, 2018	August 31, 2018

How to participate in the Promotion: There are the following two (2) ways to enter: (a) at one of Sponsor’s in-store kiosks you must, during the Promotion Period, type in your name, street address (including zip code), home and work telephone numbers (with area code) on the screen and submit; OR (b) through the Food Bazaar Rewards App (“Rewards App”); you must type in your name, street address (including zip code), home and work telephone numbers (with area code) on the screen and submit. Please note: if you created an account with the Rewards App and filled in all of the required fields properly prior to the Promotion Period, you will be automatically entered and do not need to take any further action. **NO PURCHASE NECESSARY TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. LIMIT ONE (1) ENTRY PER PERSON OR HOUSEHOLD PER DAY BY ANY MEANS.** Improper, incomplete, mutilated and illegible entries will be disqualified. By entering this Promotion, entrants accept and agree to be bound by these rules and the decisions of Sponsor, which shall be final on all matters. All entries received after the Promotion End Date are void and ineligible for entry in the Promotion. All entries become the property of Sponsors and will not be returned; none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. All information submitted by entrants is subject to, and will be treated in a manner consistent with, Sponsor’s Privacy Policy accessible at: <https://www.myfoodbazaar.com/2015/05/29/privacy-policy/>

Prize and Odds of Winning: One (1) prize will be awarded. The winner will receive four (4) Field Level tickets for the winner and three (3) guests for one (1) New York Yankees 2018 regular season home game at Yankee Stadium determined by Sponsor at its sole discretion, and the opportunity for the winner and his/her three (3) guests to view New York Yankees pre-game batting practice from the field (the “Prize”). Approximate Retail Value of the Prize: \$3,000. Sponsor reserves the right to substitute the Prize (or portion thereof) with a prize of equal or greater value should the advertised Prize become unavailable for any reason. Winner is responsible for any and all expenses associated with the Prize. Odds of winning will depend upon the total number of eligible entries received. Winner is fully responsible for any and all applicable federal, state and local taxes (including income and withholding taxes). The Prize is non-transferable and non-assignable, with no cash redemptions except at Sponsor’s sole and absolute discretion. The exact nature and duration of the batting practice viewing experience shall be determined by Sponsor and New York Yankees at their sole discretion and subject to availability and the rules and regulations of New York Yankees. **TRANSPORTATION TO/FROM THE GAME AND LODGING NOT INCLUDED.** Seat locations at the game shall be determined in the sole discretion of Sponsor. Winner’s guests must be of legal age of majority in their jurisdictions of residence (and at least eighteen (18) years of age), unless accompanied by a parent or legal guardian. Major League Baseball game, event and exhibition dates and times are determined in the sole discretion of the Office of the Commissioner of Baseball and/or the applicable Major League Baseball Club, as applicable, and may be subject to change. The terms and conditions of the tickets awarded as part of the Prize will govern in the event a legal game, event or exhibition, as defined by Major League Baseball, is not played or held, as applicable, due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason.

Winner and his/her guests agree to comply with all applicable ballpark and venue, as applicable, regulations in connection with the Prize. Sponsor and the applicable MLB Entities reserve the right to remove or to deny entry to the Winner and/or his/her guests who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game, event or exhibition. Released Parties (defined below) will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any Major League Baseball game, event or exhibition. Major League Baseball game, event and exhibition tickets awarded as prizes may not be resold or offered for resale or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and Prize forfeiture, and may invalidate the license granted by the game, event or exhibition tickets.

The MLB Entities (a) make no warranty, guaranty or representation of any kind concerning the Prize (or any portion thereof), and (b) disclaim any implied warranty.

- 3. Drawing:** The potential winner will be selected in a random drawing to be conducted on or about September 7, 2018, from among all eligible entries received. The drawing will be conducted by Sponsor whose decisions are final in all matters relating to this Promotion. Subject to verification of eligibility and compliance with the terms of these Official Rules, the potential winner will be declared the official winner of the Promotion. The potential winner will be notified by phone or by mail approximately seven (7) days after being selected, and may be required to execute and return an Affidavit of Eligibility/Liability/Publicity Release, where legal, within seven (7) days after notification date or Prize may be forfeited. If prize notification is returned as undeliverable or potential winner cannot be located, does not respond by the deadline date, or declines the Prize for any reason, an alternative potential winner will be selected by random drawing from among all remaining eligible entries and Prize will be awarded subject to verification of eligibility and compliance with these Official Rules.

Entries generated by a script, macro or other mechanical or automated means will be disqualified. In the event of dispute as to the identity or eligibility of any potential winner based on an email address, the winning entry will be declared made by the Authorized Account Holder of the email address submitted at the time of entry provided he/she is eligible according to these Official Rules. The "Authorized Account Holder" is defined as the natural person to whom the applicable Internet service provider or other organization (such as a business or educational institution) has assigned the email address for the domain associated with the submitted email address.

- 4. Publicity Release:** The winner, by acceptance of the Prize, grants to Sponsor, the MLB Entities and each of their respective designees the right to publicize the winner's name, address (city and state of residence), photograph, voice, statements and/or other likeness and prize information for advertising, promotional, trade and/or any other purpose in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification, unless prohibited by law.
- 5. Limitations of Liability:** By participating in this Promotion, participants agree to be bound by these Official Rules. Participants also agree to release, discharge, indemnify and hold harmless Sponsor, the MLB Entities (the "MLB Entities" shall mean the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P., Major League Baseball Properties, Inc., The MLB Network, LLC, New York Yankees Partnership ("New York Yankees") and the other Major League Baseball Clubs ("Clubs"), each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC, and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities), Apple, Inc. and each of their respective parent companies, subsidiaries, affiliates, officers, directors, employees, governors, owners, distributors, retailers, assignees, advertising/promotion agencies, representatives and agents (collectively "Releases") from and against any claims, actions, liability, loss, injury or damages, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including, without limitation death to participants, or any third party) or real property of any kind resulting in whole or in part, directly or indirectly, by any reason, from (i) use, redemption, acceptance, possession, ownership, or misuse of the Prize, (ii) participation in any activity, event, or excursion offered in connection with the Prize, (iii) use of any facility, service and/or accommodation related to the Prize, or (iv) participation in any Promotion-related activity or participation in this Promotion. The Releases shall not be liable for (a) late, lost, delayed, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or declarations, regardless of the method of

transmission; (b) telephone system, telephone or computer hardware, software or other technical malfunctions, lost connections, disconnections, delays or transmission errors; (c) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (d) any injuries, losses or damages of any kind caused by the Prize or resulting from acceptance, possession or use or misuse of the Prize, or from participation in the Promotion; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Promotion. Without limiting the generality of the foregoing, Releases are not responsible for computer malfunctions, network connections, email delivery problems, Sponsor or third-party systems failure or incompatibility, typographical, technical or key-stroke errors, or interruptions in your internet service, and for incomplete, illegible, misdirected, misprinted, late, lost, damaged or stolen notifications. In the event Sponsor is prevented from continuing with the Promotion as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, or any federal, state or local government law, order, or regulation, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Promotion. If the Promotion is terminated before the designated Promotion End Date, Sponsor may (if possible) award the Prize by way of random drawing from among all non-suspect, eligible entries received up to the time of such event-giving rise to the termination. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Persons who tamper with or abuse any aspect of the Promotion or attempt to undermine the legitimate operation of the Promotion by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or any representative of Sponsor and/or any MLB Entity or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Promotion is unlawful and subject to legal action by Sponsor, the MLB Entities and/or their respective agents. Sponsor shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Promotion, and to resolve all disputes in its sole discretion.

6. **Disputes:** Disputes regarding these Official Rules and/or this Promotion will be governed by the internal laws of the State of New York, and each participant irrevocably and unconditionally agrees that it shall not commence any action, litigation or proceeding of any kind whatsoever against Sponsor or any MLB Entity in any way arising from or relating to this Promotion or these Official Rules in any forum other than appropriate district or State courts of the State of New York sitting in the Borough of Manhattan. Decisions of Sponsor are binding and final. No claimant in any dispute involving Sponsor or any MLB Entity shall be entitled to claim or obtain indirect, punitive, incidental or consequential damages. Sponsor's failure to enforce any provision in these Official Rules shall not constitute a waiver of that provision. Except as prohibited by law and as a condition of participating in this Promotion, participant hereby waives any right he/she may have to participate in a class action or have a trial by jury for any litigation directly or indirectly arising out of, under or in connection with this Promotion, or any related document, agreement or transaction.
7. **Winners List:** For the Winner's name, mail a request and a self-addressed stamped envelope to be received by December 31, 2018, to: Food Bazaar "New York Yankees Pre-Game Experience" Sweepstakes Winner's List c/o Bogopa Services Corp., 650 Fountain Avenue Brooklyn, NY 11208.
8. **Sponsor:** The Sponsor of the Promotion is Bogopa Services Corp., 650 Fountain Avenue Brooklyn, NY 11208.

Apple, Inc. is not a sponsor of, or responsible for conducting, the Promotion.

This Promotion is in no way sponsored, administered, executed, produced or endorsed by any MLB Entity.

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