

FOOD BAZAAR SALSA FESTIVAL ULTIMATE CONCERT EXPERIENCE SWEEPSTAKES: OFFICIAL SWEEPSTAKES RULES

1. Sweepstakes Description: The following terms and conditions (the “Official Sweepstakes Rules”) shall apply to the *Food Bazaar Salsa Festival Ultimate Concert Experience Sweepstakes* (the “Sweepstakes”). Individuals who, during the Sweepstakes Period (as defined below), enter the Sweepstakes by completing and submitting the Sweepstakes entry form available via the Food Bazaar Rewards app or in-store kiosk, will be entered into a pool of Entrants (as defined below) and provided with an opportunity to win: four (4) front row tickets to the Salsa Festival, meet-and-greet with a headliner, and dinner in Parm Italian Restaurant at Barclays Center (the “Prize”). The details of both the Prize shall be subject to Bogopa Service Corp. d/b/a Food Bazaar Supermarket (“Sponsor”)’s sole discretion.

ARV of the Prize: \$2,824

2. Sweepstakes Period: The “Sweepstakes Period” shall mean that period of time beginning at 12:00 AM on April 8, 2019 and ending at 11:59 PM on May 19, 2019. In order to qualify, entries must be received during the Sweepstakes Period. Any entries received thereafter shall be null and void, and ineligible for the Sweepstakes. Sponsor is not responsible for late, incomplete, or misdirected entries, nor are they obligated to publicly announce the Sweepstakes results.

3. To Enter: NO PURCHASE NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. A PURCHASE WILL NOT INCREASE OR IMPACT YOUR CHANCES OF WINNING. In order to be entered into the Sweepstakes, an eligible entrant (“Entrant”) must, during the Sweepstakes Period, either: (a) at one of Sponsor’s in-store kiosks, during the Sweepstakes Period, fill out the entry form by typing in Entrant’s name, email, street address (including zip code), telephone number (with area code) and poll question on the screen and submit; OR (b) through the Food Bazaar Rewards App (“Rewards App”); Entrant must fill out the entry form by typing in Entrant’s name, email, street address (including zip code), telephone numbers (with area code) and poll question on the screen and submit. Improper, incomplete, mutilated and illegible entries will be disqualified. By entering this Sweepstakes, 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 Sweepstakes Period are void and ineligible for entry in the Promotion. All entries become the property of Sponsor 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.foodbazaar.com/2015/05/29/privacy-policy/>

Limit: One (1) entry per person during the Sweepstakes Period. If an Entrant completes multiple entry forms, only the first entry will be considered. All entries become the property of Sponsor.

By entering in the manner described above, Entrant consents (a) to being contacted by Sponsor and its respective affiliates and designees and (b) to be bound by, and comply with, all of the terms and conditions set forth in these Official Sweepstakes Rules.

4. Eligibility: VOID WHERE PROHIBITED. Entrants must be residents of NY, NJ and CT and at least 18 years of age. Employees, officers and directors (and their parents, siblings, spouses and children) of (a) Sponsor; (b) their respective advertising and promotional agencies; and (c) their respective parents, subsidiaries or affiliates, are not eligible to participate in the Sweepstakes.

5. Selection of the Winner and Notification: Subject to the terms and conditions set forth herein, there will be one (1) winner (“Winner”). The Winner randomly selected from among all qualifying Entrants on or about May 27, 2019.

The Winner will be notified via phone and/or email within approximately twenty-four (24) hours of their selection as a Winner. If a Winner: (a) is unreachable; (b) does not make direct contact with Sponsor by the time specified in the notification message; or (c) fails to accept the Prize, Sponsor reserves the right, in its sole and absolute discretion, to disqualify such Winner and to select a replacement Winner from the remaining qualifying Entrants. Sponsor shall not be responsible for failed attempts to notify the Winner and no responsibility is assumed by Sponsor for any correspondence returned as undeliverable or any other problems associated with attempt(s) to notify the Winner. Odds of winning depend upon the number of eligible entries received.

6. Winner Verification: Upon the request of Sponsor, Winner must sign and return the following documents: (a) an affidavit of eligibility; (b) a liability/publicity release in form and substance satisfactory to Sponsor; and (c) any other releases and waivers requested by Sponsor, releasing Sponsor from any and all liability, loss, claims, demands and causes of action for or related to personal injury, damage, theft, loss, or any other harm suffered in connection with the Sweepstakes or the Prize. If any of the foregoing documents are not completed, signed, and returned prior to deadline noted therein, or if a Winner is deemed by Sponsor to be ineligible or not to have complied with these Official Sweepstakes Rules, then such Winner will be disqualified and an alternate Winner will be selected from the remaining eligible entries, time permitting.

7. Grand Prize/Prize Conditions, Terms and Restrictions: Only the Prize described in these Official Sweepstakes Rules shall be awarded and no substitutions, cash equivalents and/or redemptions shall be made, except that, in the event of Prize unavailability, Sponsor reserves the right to substitute the Prize with another prize of equal or greater value, in Sponsor’s sole discretion. The Prize cannot be transferred, assigned, or redeemed for cash. Unless otherwise set forth herein, the Winner shall be solely responsible for any and all costs not specifically described as part of the Prize including any and all of his/her travel expenses and accommodations.

Except where prohibited by law, Prize acceptance constitutes a release granting Sponsor the right to use Winner’s name, likenesses, statements (if true), biographical information, voices, and cities and states of residence for advertising, marketing and publicity purposes on a worldwide basis (without review by the Winner) and in all forms of media, without compensation, remuneration, or other authorization. Sponsor expressly disclaims any responsibility or liability in connection with injury or loss to any person or property relating to redemption of the Prize. Sponsor makes no representations or warranties in connection with the Prize. Restrictions, conditions and limitations apply.

8. Posting Terms and License to Use Entrant Personal Information: In order to promote, market and publicize the Sweepstakes, Sponsor and its respective affiliates may require a license to use any and all information, materials and content submitted in the Sweepstakes including, but not limited to, each Entrant’s name (and likeness), biographical information, and any other personal information submitted. Accordingly, by submitting an entry, each Entrant expressly grants to Sponsor a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, sub-licensable and transferable right and license to use, however Sponsor may deem fit in its sole and absolute discretion, whether in connection with the Sweepstakes or otherwise, all content submitted in connection with an entry.

9. Sweepstakes Conditions: The Sweepstakes is governed by and subject to all applicable federal, state, and local laws. By participating, Entrants waive any right to claim ambiguity in the Sweepstakes or in

these Official Sweepstakes Rules. Any violation of these Official Sweepstakes Rules may result in disqualification and any violation of these Official Sweepstakes Rules by any Winner will result in such Winner's disqualification as a Winner and all privileges as a Winner shall be immediately terminated. ENTRANTS RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS BOGOPA SERVICE CORP., BROOKLYN EVENTS CENTER, LLC, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY LIABILITY FOR ANY DAMAGES, INJURY OR LOSSES, TO ANY PERSON (INCLUDING DEATH), OR PROPERTY, OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY OR PARTICIPATION IN THE SWEEPSTAKES.

10. Limitations of Liability: Sponsor shall not be held responsible for late, misdirected, incomplete, or undeliverable entries. Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning the Prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair play, or intending to annoy, abuse, threaten or harass any other Entrants or Sponsor representatives or employees. If, for any reason, the Sweepstakes is not capable of running as planned including, but not limited to, by reason of tampering, unauthorized intervention, labor dispute, fraud, or any other causes beyond the control of Sponsor which, in the sole opinion of Sponsor, corrupts or affects the administration, security, fairness, integrity or proper conduct of the promotion, then Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and select the Winner based on entries received prior to the action taken.

11. Claims/Choice of Law: (a) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (b) under no circumstances will Entrant be permitted to seek the award of, and Entrant hereby waives all rights to claim, punitive, incidental and consequential damages or any other damages, other than actual out-of-pocket expenses, and hereby waives all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Sweepstakes Rules, or the rights and obligations of Entrants and/or Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without regard for conflicts of law doctrine, and all proceedings shall take place in the State of New York. All Entrants agree to submit to the exclusive jurisdiction of the courts of the State of New York and agree to waive the right to a jury trial with respect to any claim or dispute with regard to any aspect of the Sweepstakes or Official Sweepstakes Rules.

12. Winners List: For a copy of the name of the Winner, send a postage paid, self-addressed envelope to:

Bogopa Service Corp.
650 Fountain Avenue
Brooklyn, NY 11208

Requests must be received within thirty (30) days of the date the Sweepstakes officially ends.