

Cinco de Mayo - Official Livestream Giveaway Rules

1. **NO PURCHASE NECESSARY TO ENTER OR WIN. VOID IN PUERTO RICO, THE U.S. VIRGIN ISLANDS, U.S. TERRITORIES AND POSSESSIONS AND WHERE PROHIBITED OR RESTRICTED BY LAW. THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK® OR INSTAGRAM®.**
2. **Entry Period and Requirements:** The promotion period for this Promotion starts on April 18, 2024, at 12:00 PM ET and ends on April 18, 2024, at 12:30 PM ET (the "Promotion Period"). The Promotion consists of one (1) grand prize winner, chosen from all entries received during the live presentation from 12pm ET on March 7, 2024. During the Promotion Period, by viewing The Fresh Market's Cinco de Mayo Livestream and inputting an email address in an entry box that is posted by The Fresh Market during the Livestream, you will be automatically entered into the Promotion. Winners will be selected from all eligible entries collected during the Promotion Period. Sponsor's computer is the official time-keeping device for this Promotion. Entrants may only enter one (1) entry for this Promotion during either the Livestream or subsequent. Sponsor is The Fresh Market, 300 N. Greene Street, Suite 1100, Greensboro, NC 27401. This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. Entrants are providing information to Sponsor and not to Facebook or Instagram. For a copy of these Official Rules, print them from this website.
3. **Eligibility:** Open only to residents of AL, AR, CT, DE, FL, GA, IL, IN, KY, LA, MD, MA, MS, NJ, NY, NC, OH, OK, PA, SC, TN, and VA, and who are 18 years or older and participated in the Livestream and/or Livestream replays. Employees, shareholders, officers and agents of Sponsor, or any of their respective affiliates or advertising agencies, and their immediate family members and persons residing in the same household of such employees are not eligible to enter or win this Promotion. Participants are not eligible to win multiple prizes.
4. **Winner Selection:** On April 18, 2024, three (3) grand prize winners of a \$100 gift card to Instacart will be chosen by random selection from all eligible entries received as of April 18, 2024 at 12:30PM ET (which is the end of the Livestream replay period). For the winner selection, once the potential winner's eligibility is verified, Sponsor will notify the potential winner via the provided email. The potential winner will then be directed to email The Fresh Market at Sweepstakes&Promotions@thefreshmarket.net. If the potential winner notification is returned as undeliverable, or if potential winner does not respond to notification within 24 hours of the time of notification, or if the potential winner is found by Sponsor to be ineligible, the potential winner will be deemed to have forfeited the prize and the prize will be awarded to an alternate potential winner selected in a random drawing from all remaining eligible entries and verified through the same process.

5. **Odds:** Odds of winning depend on the number of eligible entries received (i) during the live presentation from 12pm ET on April 18, 2024.
6. **Prizes:** Three (3) winners will receive a \$100 Instacart gift card. Total ARV: \$100. Gift card terms and conditions apply. No prize substitutions or cash equivalents of prize are permitted except at Sponsor's sole discretion, and then only for a prize of equal or greater value. Prize is not transferable. Taxes on prize are the sole responsibility of prize winner. Unclaimed prizes may not be awarded. Limit one (1) prize per household.
7. **General:** See Sponsor's Privacy Policy for information about how Sponsor uses and stores Entrants' information. Use of any automated system to participate is prohibited and may result in disqualification. Entrants agree: (a) to be bound by these Official Rules and by the decisions of the Sponsor, which are final and binding in all respects, (b) to be contacted by Sponsor by mail, email or telephone, and (c) that, except where prohibited by law, Sponsor may publish or incorporate winner's name and/or likeness, address (city and state only), and prize information, in any and all media now existing or hereafter devised for promotional or any other purpose whatsoever, without attribution, notification, compensation or consents. As a condition of entering the Promotion, each Entrant and winner agrees that: (1) under no circumstances will Entrant and/or winner be permitted to obtain awards for punitive, incidental, consequential, indirect or special damages, any claims, judgments or awards shall be limited to actual out-of-pocket expenses, and Entrants and/or winners waive all rights to have damages multiplied or increased; (2) all causes of action arising out of or connected with this Promotion, or any prizes awarded in this Promotion (or activity related thereto), shall be resolved individually, without resort to any form of class action; and (3) in no event will any Entrant and/or winner be entitled to receive attorneys' fees. By participating, Entrants release Sponsor, and their respective affiliates, officers, employees, agents, and consultants, from any and all liability for any injury, death, loss, tax liability or damage arising from their participation in this Promotion, or resulting from acceptance, or enjoyment of any prize. Failure to comply with either these Official Rules or the Terms of Use of this website may result in disqualification from this Promotion. Sponsor reserves the right to modify, suspend or terminate this Promotion in the event it becomes infected by a computer virus or is otherwise technically impaired or if tampering, unauthorized intervention, fraud, technical failures or other causes beyond Sponsor's control corrupt the administration, security, fairness, integrity or proper play of the Promotion. Sponsor is not responsible for: (i) late, delayed, incomplete, damaged, garbled, incomplete, misdirected, or lost entries, (ii) any human error, technical malfunctions, lost or delayed data transmission or any interruption of any computer equipment or software; or (iii) inability to access any web site or online service, or any other error or malfunction. In the event Sponsor cancels or suspends the Promotion for technical reasons, Sponsor shall award the prize to a winner chosen by random selection from entries received prior to the date of cancellation or suspension. In the event of a dispute over the identity of an Entrant, the Entrant will be the person assigned to the email account used to enter the Promotion. Any attempt by any Entrant to submit more than the permitted number of entries by using multiple/different email accounts,

identities, registrations or logins, or any other methods will void that Entrant's submissions, and all submissions from the Entrant may be disqualified. This Promotion is governed by the laws of the United States and the State of North Carolina. Participants agree that any unsettled dispute relating in any manner to this Promotion shall be individually resolved, without any form of class action, before a court located in Guilford County, North Carolina. EACH PARTICIPANT EXPRESSLY AND IRREVOCABLY CONSENTS TO PERSONAL JURISDICTION IN THE STATE OR FEDERAL COURTS SITTING IN GUILFORD COUNTY, NORTH CAROLINA.

8. **Questions and Winner's List.** Any questions, comments or complaints regarding this Promotion should be directed to Sponsor. For the winner's name, send a self-addressed, stamped envelope postmarked by October 18, 2024 to: Cinco de Mayo Livestream Promotion, Attn: Public Relations Team, 300 N. Greene Street, Suite 1100, Greensboro, NC 27401. Requests for the winner's name will be fulfilled after the winner's name has been verified.