

Schnucks May St. Louis City SC® Player Pals Sweepstakes

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE THE TERRITORY (DEFINED BELOW) AND WHERE PROHIBITED. THIS SWEEPSTAKES IS ONLY FOR LEGAL RESIDENTS OF THE TERRITORY WHO ARE (A) ENROLLED IN SCHNUCKS REWARDS, (B) 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY AND (C) THE PARENT OR LEGAL GUARDIAN OF A CHILD BETWEEN THE AGES OF 8 AND 12 YEARS OLD AS OF THE ENTRY DATE.

1. **ELIGIBILITY:** The Schnucks May St. Louis City Player Pals Sweepstakes (“Sweepstakes”) is only open to legal residents of the states of Illinois and Missouri that reside in the greater St. Louis metropolitan area (Madison County and St. Clair County in Illinois and Franklin County, Jefferson County, St. Charles County, St. Louis City, and St. Louis County in Missouri) (“Territory”) who are (a) enrolled in the Schnucks Reward program, (b) eighteen (18) years of age or older as of the time of entry, and (c) the parent or legal guardian of a child between the ages of 8 and 12 years old as of the entry date. The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void outside the Territory and where prohibited. Employees, directors, and officers of Schnuck Markets, Inc. (“Sponsor”), Major League Soccer Players Association, the MLS Entities, and their respective parents, affiliates, subsidiaries, advertising, and promotional agencies involved in this Sweepstakes (collectively, “Released Parties”), and each of their immediate family members (spouse, parent, child, sibling, grandparent, and spouse or “step” of each, regardless of where they reside) and those living in the same household of each (whether related or not) are not eligible. Winning a prize is contingent upon fulfilling all requirements set forth herein. The “MLS Entities” shall mean the Major League Soccer, L.L.C., MLS Canada L.P., Soccer United Marketing, LLC, TKFC LC, and each of their respective operators, owners, officers, directors, elected officials, Affiliates, members, shareholders, agents, representatives and employees, each of their parents, subsidiaries, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with Major League Soccer, L.L.C., MLS Canada L.P., Soccer United Marketing, LLC, TKFC LC, and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities.

2. **SWEEPSTAKES PERIOD:** Sweepstakes begins on Monday, May 15, 2023, at 12:00:01 a.m. Central Time (“CT”) and ends at 11:59:59 p.m. CT on Wednesday, May 31, 2023 (the “Sweepstakes Period”). The time stamp for the server for the entry application will be the official timekeeper for this Sweepstakes.

3. **TO ENTER:** There are two ways to enter during the Sweepstakes Period: (a) through the Schnucks Rewards app installed on your smart phone; or (b) via mail, as described below.

Via Schnucks Rewards app: Launch the app on your smart phone. Within the home screen, click the “STL CITY Player Pals Sweepstakes” banner. If you enter via this method, standard charges will apply in accordance with your service provider’s plan. Please review your plan prior to participating via this method.

Via mail: To participate by mail, type or handprint legibly, on an approximately 3” x 5” card or piece of paper, your first and last name, age, complete postal address with ZIP Code (no P.O. Boxes allowed), email address (if you have one), and daytime telephone number. Mail your entry in a standard business-size envelope with proper postage affixed to: Schnuck Markets, Inc., 11420 Lackland Rd., St. Louis, MO 63146-6928; Attn: Schnucks May St. Louis City Player Pals Sweepstakes. All mail-in entries must be postmarked by May 31, 2023 and received by June 3, 2023. All incomplete, illegible, or non-conforming entries will be disqualified. In the event of a dispute regarding the identity of an individual who submitted an entry by mail, the entry will be deemed submitted by the person named on the entry provided such person meets the eligibility requirements for the Sweepstakes. In the event of a dispute regarding the identity of an individual who submitted an entry via Schnuck’s Rewards app, the entry will be deemed submitted by the person in whose name the Rewards account is registered, provided such person meets the

eligibility requirements for the Sweepstakes. If you are not a member of Schnucks Rewards at the time of entry, your entry into the Sweepstakes constitutes your consent to being enrolled in Schnucks Rewards.

Limit one (1) entry per person, smart phone, household and/or e-mail address during the Sweepstakes Period, regardless of the method of entry. Automated means of entry are prohibited and any use of automated devices will cause disqualification. Entrants may not enter multiple times or enter with multiple e-mail addresses postal addresses or identities, and entrants may not use any other device or artifice to register multiple times or as multiple registrants. Any entrant who attempts to enter multiple times through any means or uses any device or artifice to enter multiple times will be disqualified and forfeits any the prize if selected as the winner, in Sponsor's sole discretion. Any entries suspected of being fraudulent (including those using robotic, automatic, programmed, or similar methods of participation) may be disqualified, based on determinations made solely by Sponsor. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules. Proof of submission is not proof of receipt by Sponsor. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions which are final and binding in all matters related to the Sweepstakes.

NOTICE TO ENTRANTS: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY INDIVIDUAL RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

4. DRAWING/ODDS: The potential winner for the Sweepstakes will be selected in a random drawing on or about June 5, 2023, from among all eligible entries received in accordance with these Official Rules through both entry methods combined. The drawing will be conducted by a Sponsor representative, whose decisions shall be final and binding on all matters relating to the Sweepstakes. Odds of winning depend on the number of eligible entries received through both entry methods combined. Subject to verification of eligibility and compliance with these Official Rules, the potential winner will be declared the official winner of the Sweepstakes.

5. PRIZE: Ten (10) Grand Prizes will be awarded. Each Winner will receive: (a) four (4) general reserved seat tickets for winner, one (1) adult guest, and two (2) child guests (ages 8 to 12 years old) to attend one (1) designed St. Louis City SC soccer match at CITYPARK, 2019 Market Street, St. Louis; (b) the opportunity for the two (2) child guests to escort the starting lineups onto the field and stand for the national anthem; and (c) one (1) Player Pal t-shirt for each child guest that participates in the pregame ceremonies (the "Prize").

The designated matches are:

Colorado Rapids vs St. Louis City SC soccer match on Saturday, July 1, 2023 (game time currently scheduled to commence at 7:30 p.m. (CST)).

FC Dallas vs St. Louis City SC soccer match on Wednesday, August 30, 2023 (game time currently scheduled to commence at 7:30 p.m. (CST)).

Seattle Sounders FC vs St. Louis City SC soccer match on Saturday, October 21, 2023 (game time currently scheduled to commence at 8:00 p.m. (CST)).

Approximate retail value of the prize is \$580.00. **TRANSPORTATION, PARKING AND LODGING NOT INCLUDED.** All other expenses in connection with the prize that are not expressly described above as being included in the prize are also the winner's responsibility. The exact nature and duration of the pregame experience shall be determined by St. Louis City SC at its sole discretion and subject to availability. Prize is non-transferable and cannot be substituted or redeemed for cash. Also, there will be

no exchange of tickets. Sponsor and the MLS Entities shall not be responsible for lost or stolen tickets. All prize details are at Sponsor's and St. Louis City SC's, as applicable, sole discretion. Released Parties shall not be responsible for any issues arising out of or in connection with winner's use of the prize. Seat locations at the game shall be determined in the sole discretion of Sponsor. The winner's guests must be at least eighteen (18) years of age, unless a guest is the minor child or legal ward of the winner, or a minor accompanied by a parent or legal guardian who is another guest of winner. Major League Soccer game, event and exhibition dates and times are determined in the sole discretion of the Major League Soccer 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 Soccer, 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. The winner and his/her guests agree to comply with all applicable venue regulations in connection with the prize. Sponsor and the applicable MLS Entities reserve the right to remove or to deny entry to 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 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 Soccer game, event or exhibition. Major League Soccer 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 ticket(s).

6. **PRIZE RESTRICTIONS:** The winner is subject to verification, by Sponsor or its representatives, of winner's name, age, address, phone number, and Social Security number. Winner must meet all eligibility requirements stated herein. If the winner is disqualified for any reason, Sponsor reserves the right to select an alternate potential winner by random drawing from among all remaining eligible entries received or to not award the winner's prize at all. No prize substitution, in whole or in part, except by Sponsor who reserves the right to substitute a prize (in whole or in part) of equal or greater value, at its sole discretion, if the advertised prize (in whole or in part) becomes unavailable. Any stated difference between the approximate retail value and actual value of prize or any substituted prize will not be awarded. All federal, state, and local income taxes on the prize are the sole responsibility of the winner. Winner will be issued an IRS Form 1099 for the value of the prize. In connection therewith, winner must provide Sponsor with his/her Social Security Number as a condition of receiving the prize. Failure to comply will result in prize forfeiture. The winner must complete all tax forms presented by Sponsor in order to receive the prize. In no event will more than one (1) prize be awarded.

7. **WINNER NOTIFICATION AND PRIZE CLAIM:** Potential winner will receive notification from Sponsor or its representatives via telephone call and/or e-mail no later than June 16, 2023. Released Parties are not responsible for failure in telephone communications due to entrant's failure to answer the call, insufficient space in entrant's voice mail, or entrant's lack of voice mail capability. Further, Released Parties are not responsible for undeliverable e-mail resulting from any form of active or passive e-mail filtering by an entrant's internet service and/or e-mail provider or for insufficient space in entrant's e-mail account to receive e-mail. Released Parties assume no responsibility for undeliverable prize notification resulting from typographical error or change of phone number or e-mail address of entrant. In the event of non-compliance with these Official Rules, or if a prize notification is unclaimed or returned as undeliverable, the potential winner may be disqualified and an alternate potential winner selected by random drawing from among all remaining eligible entries received. Winners will respond to the telephone call or email indicating which designated match they would like to attend, which shall be on a first come, first served basis. Winners will receive either an email or text message with a link to the SeatGeek App. If the winner does not have a SeatGeek account at the time they receive the link, their account will be set when the tickets are claimed. Winners will need to present your mobile device with the tickets on their account in order to gain entry to CITYPARK.

8. **GENERAL CONDITIONS:** By entering, each entrant agrees (1) that Sponsor and its designees and the MLS Entities shall have the right and permission to use in any manner (unless prohibited by law) entrant's name, voice, city and state of residence, photographs and/or likeness for advertising and/or trade and/or promotion and/or any other purpose now or hereafter known anywhere in the world in perpetuity

without further compensation, permission or notification to entrant or any third parties, except where prohibited by law; (2) to release, discharge, indemnify and hold harmless the Released Parties from and against any liability and any claim, action, liability, loss, injury or damage to entrant or any other person or entity, including, without limitation, infringement or violation of third party rights or personal injury or death to entrant or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of (a) the acceptance, possession, use or misuse of the prize (or any portion thereof), (b) participation in this Sweepstakes or in prize-related activities, including but not limited to all travel related thereto, (c) any element of this Sweepstakes, and (d) the exploitation of any of the rights granted herein; (3) to the extent allowed by applicable law, to waive all rights to claim or collect punitive, incidental, consequential or any other damages. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU; (4) that all causes of action relating to this Sweepstakes will be resolved individually without resort to any form of class action; (5) that any and all claims, judgments, or awards shall be limited to actual out of pocket costs incurred, excluding attorneys' fees; (6) that Missouri law shall apply exclusively to the Sweepstakes and that any dispute with respect to the Sweepstakes shall be resolved in either the federal or state courts located in Saint Louis County, State of Missouri; and (7) that if chosen as winner of the prize, winner and any guests of winner shall sign any further release required by Sponsor respecting Sections (1)-(6) above. Released Parties are not responsible for (1) electronic, hardware or software program, network, Internet, or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or for any human, typographical, printing or other error relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in the administration of the Sweepstakes, processing of entries, the announcement of the prize winner, or in any Sweepstakes-related materials; (2) failed, incomplete, undeliverable, garbled, or delayed computer transmissions; (3) late, lost, illegible, invalid, unintelligible, technically corrupted, garbled, misdirected, incomplete, stolen, delayed, postage-due or misdirected entries; (4) damage to entrants' or any person's computer or device or the contents thereof; (5) any condition caused by events that may cause the Sweepstakes to be disrupted or corrupted; or (6) any inability of the winner to accept or use the prize (or any portion thereof). Sponsor reserves the right in its sole discretion to cancel, terminate, modify, or suspend the Sweepstakes if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs, corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Sweepstakes (or portion thereof), as determined by Sponsor in its sole discretion, and limit entries to those submitted prior to the action taken, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. In the event Sweepstakes is cancelled prior to the stated end date, Sponsor reserves the right, at its discretion, to award prize from among all eligible non-suspect entries received up to the time of such action. Entry information becomes property of Sponsor.

9. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES: IN NO EVENT WILL THE RELEASED PARTIES AND/OR THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE SWEEPSTAKES AND/OR YOUR ACCESS TO AND USE OF THE WEBSITE, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES, INCLUDING SCHNUCKS.COM, AND THE USE OR MISUSE OF THE PRIZE. IN NO EVENT SHALL THE RELEASED PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED FIVE DOLLARS (\$5.00). WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

10. USE OF DATA: Information submitted in connection with this Sweepstakes, will be used in accordance with Schnuck Markets, Inc.'s privacy policy. Please review the Schnuck Markets Inc. privacy policy at www.schnucks.com. By participating in the Sweepstakes, entrants hereby agree to Schnuck Markets, Inc.'s collection and usage of their personal information in accordance with its privacy policy and acknowledge that they have read and accepted Schnuck Markets, Inc.'s privacy policy.

11. WINNER'S NAME: For the name of the Winner, send a self-addressed, stamped envelope to Schnuck Markets, Inc., 11420 Lackland Rd., St. Louis, MO 63146-6928; Attn: Schnucks May St. Louis City Player Pals Sweepstakes postmarked no later than December 31, 2023.

12. SPONSOR: This Sweepstakes is sponsored solely by Schnuck Markets, Inc., 11420 Lackland Rd., St. Louis, MO 63146-6928.

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