

OFFICIAL RULES

Illinois Lottery Free Groceries for the Holidays Sweepstakes

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. PROMOTION PERIOD:** The Illinois Lottery Free Groceries for the Holidays Sweepstakes (“Promotion”) begins at 8:00 AM Central Time (“CT”) on October 28, 2020 and ends at 11:59 PM CT on December 1, 2020 (“Promotion Period”).
- 2. SPONSOR AND ADMINISTRATOR:** For purposes of these Official Rules, “Sponsor” shall mean the Illinois Department of the Lottery, which is acting through Camelot Illinois LLC (“Administrator”) in its capacity as private manager or its successor designated by the Sponsor. The Promotion is administered by the Administrator.
- 3. AGREEMENT TO THE OFFICIAL RULES:** By participating in the Promotion, all entrants fully and unconditionally agree to and accept these Official Rules and the decisions of the Sponsor and Administrator as final and binding in all matters related to the Promotion. Winning a prize (described below) is contingent upon fulfilling all requirements set forth herein.
- 4. HOW TO ENTER:** To enter the Promotion, entrants must log into their official Illinois Lottery application (“Lottery App”) or IllinoisLottery.com account, then enter via (a) the Kroger Entry Page or (b) the Mariano’s Entry Page (IllinoisLottery.com/MarianosHoliday) on the Lottery App or IllinoisLottery.com during the Promotion Period. Entrants who do not have a Lottery App or IllinoisLottery.com account must first create an account in order to log in and enter. Entrants may only enter the Promotion once per Entry Page. Sponsor and the Administrator are not responsible for entries that are incomplete or inaccurate. Limit one (1) prize per person.

By Kroger Entry Page:

During the Promotion Period, players may enter the Promotion at www.IllinoisLottery.com/KrogerHoliday. Entrants must read and agree to the Terms & Conditions, then click the “Enter Now” button. Upon clicking the “Enter Now” button, entrants will receive one (1) entry into the Promotion. Entrants will receive an automated email, verifying their entrance into the Promotion.

By Mariano’s Entry Page:

During the Promotion Period, players may enter the Promotion at www.IllinoisLottery.com/MarianosHoliday. Entrants must read and agree to the Terms & Conditions, then click the Enter Now button. Upon clicking the “Enter Now” button, entrants will receive one (1) entry into the Promotion. Entrants will receive an automated email, verifying their entrance into the Promotion.

The Promotion computer, as determined in Administrator’s sole discretion, is the official timekeeping device for the Promotion. Sponsor and the Administrator assume no responsibility for lost, mutilated, late, stolen, or misdirected entries.

5. **ODDS:** Odds of winning the prize set forth in Section 7 of these Official Rules depends on the total number of eligible entries received during the Promotion Period.

6. **ELIGIBILITY:** The Promotion is open only to individuals who, at the time of entry, are at least eighteen (18) years of age and enter within the State of Illinois. In addition, the following persons are not eligible to enter this Promotion or claim a prize: (a) the employees, officers, directors, partners, equity holders, members, and agents of the Administrator; (b) any member of the Lottery Control Board (“Board”), and any officer or any other person employed by the Board or the Sponsor; (c) owners, officers and employees of The Kroger Co. and its subsidiaries and affiliates (“Kroger”); (d) officers and employees of advertising, public relations, and sales promotion agencies employed by the Sponsor who are directly involved in the Illinois Lottery engagement; (e) officers and employees of audit firms performing services for the Sponsor; (f) other contractors and agents of the Sponsor; and (g) any spouse, child, or family member residing as a member of the same households in the principal place of residence of any person designated in (a) through (f). This Promotion is void where prohibited by law.

7. **PRIZES AND THE VALUE OF THE PRIZES:**

Five Kroger (5) Prizes: Each Kroger Prize winner will receive one (1) Kroger gift card that can be redeemed for a purchase of groceries at any Kroger location (“Kroger Prize”). The Kroger Prize will be issued in the form of one (1) \$500 Kroger gift card. Other exclusions may apply. The Kroger Prize cannot be combined with any other gift cards, gift certificates or other coupons. The Kroger Prize may not be used in connection with any marketing, advertising or promotional activities without Kroger’s prior written approval and may not be sold other than through authorized Kroger channels. Kroger reserves the right to cancel the Kroger Prize, if it believes that the Kroger Prize was obtained through fraudulent or unauthorized means. If the Kroger Prize winner’s purchase exceeds the amount of the Kroger Prize gift card’s balance, the winner must pay the difference by another means. Unused balances on the Kroger Prize gift cards are not transferable. The approximate retail value (“ARV”) of the Kroger Prize is \$500.

Five Mariano’s (5) Prizes: Each Mariano’s Prize winner will receive one (1) Mariano’s gift card that can be redeemed for a purchase of groceries at any Mariano’s location (“Mariano’s Prize”). The Mariano’s Prize will be issued in the form of one (1) \$500 Mariano’s gift card. Other exclusions may apply. The Mariano’s Prize cannot be combined with any other gift cards, gift certificates or other coupons. The Mariano’s Prize may not be used in connection with any marketing, advertising or promotional activities without Kroger’s prior written approval and may not be sold other than through authorized Mariano’s channels. Kroger reserves the right to cancel the Mariano’s Prize, if it believes that the Mariano’s Prize was obtained through fraudulent or unauthorized means. If the Mariano’s Prize winner’s purchase exceeds the amount of the Mariano’s Prize gift card’s balance, the winner must pay the difference by another means. Unused balances on the Mariano’s Prize gift cards are not transferable. The ARV of the Mariano’s Prize is \$500.

The dates and times of the Promotion may be subject to change and cancellation. The winner and guest(s) agree to comply with all applicable venue rules and policies in connection with the prize. Any comments made by a winner in a social media format containing material that is inappropriate, offensive, indecent, obscene, hateful, tortious, defamatory, slanderous, or libelous may disqualify the winner, at Administrator's sole discretion. The Promotion Entities (defined below) will not be responsible for 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 the Promotion. All other expenses and costs, not expressly listed above, including, but not limited to, federal, state, and local taxes, parking, and ground transportation is the winner's sole responsibility. All travel risks, insurance, loss, or damage due to prize acceptance or use are the sole responsibility of the winner. Neither the Promotion Entities nor their affiliates or subsidiaries will be responsible for any loss, liability, or damage arising out of a winner's acceptance or use of a prize.

8. WINNER SELECTION AND NOTIFICATION TO PRIZE WINNERS: Five (5) prize winners will be randomly selected from the pool of eligible entries received via the Kroger Entry Page to receive the Kroger Prize, and five (5) prize winners will be randomly selected from the pool of eligible entries received via the Mariano's Entry Page to receive the Mariano's Prize. The Administrator will contact the potential winners on or around December 7, 2020 with instructions on how to claim the applicable prize ("Prize Notification"). The Prize Notification will be sent to the email address provided in the potential winner's Lottery App or IllinoisLottery.com account. The potential Prize winners will be required to execute and return the Promotion prize claim form (either in person or via email) and release of liability and publicity. The potential winners are subject to verification of identity and eligibility prior to the award of the prize. The potential winners will have the length of time set forth in the Promotion prize claim form to claim their prize. The Administrator will send the prizes to the winners via overnight courier (e.g., FedEx), requiring the winner's signature upon receipt. By entering, the entrant consents to be contacted by the Administrator and/or Sponsor in connection with the Prize Notification. The Sponsor and Administrator will not be liable for any delays in the receipt of Prize Notification messages.

If any potential winner does not respond to the Prize Notification within the time period stated above or declines the prize for any reason, disqualification and prize forfeiture will result, and at Administrator's sole discretion and time permitting, an alternate potential winner will be randomly selected from the pool of eligible entries received during the Promotion Period.

9. GENERAL PRIZE RESTRICTIONS: Prize is subject to availability and change. Only one (1) winner per household will be allowed. If due to a printing, production or other error more prizes are claimed than are intended to be awarded, the intended prize or prizes will be awarded in a random drawing from among all verified and validated entries. The prize will be subject to the Sponsor's debt setoff procedures. No substitution or cash redemption allowed by winner. No cash equivalent of the prize will be awarded, and the prize is not exchangeable or otherwise transferable. Administrator reserves the right to substitute the prize in whole or in part with other prizes of comparable or greater value, if the intended prize is not available for any reason, as determined by the Administrator in its sole discretion. The winner will be exclusively and solely responsible for all costs and expenses associated with prize acceptance and use not described as being provided, including but not limited to parking expenses, gratuities, and other expenses incurred by accepting

a prize. This Promotion is governed by and shall be construed in accordance with Illinois law and is subject to all applicable federal, state, and local laws and regulations. Any and all taxes, including but not limited to federal, state, and local taxes, are the exclusive and sole responsibility of the winner. The winner may be required to provide his or her Social Security number and appropriate tax documentation for tax reporting purposes. If required, Administrator will file an IRS Form 1099 or similar document with the Internal Revenue Service for the fair market value of any prize.

10. GENERAL CONDITIONS AND RELEASE: The Promotion is subject to applicable laws and regulations. By entering, each entrant (a) agrees to defend, indemnify, release, and hold harmless the Sponsor, Kroger, and Administrator (collectively the “Promotion Entities”), and each of their respective owners, parents, affiliates, subsidiaries, directors, officers, agents, employees, managers, licensees, distributors, dealers, retailers, printers, representatives, advertising and promotion agencies, and any and all other companies associated with the Promotion, and all of their respective officers, directors, employees, agents, and representatives (collectively, the “Released Parties”) from and against any and all claims, causes, costs, injuries, losses, or damages of any kind that may occur, directly or indirectly, in whole or in part, arising out of the entrant’s participation in this Promotion or receipt or use of any prize, including, but not limited to: (i) unauthorized human intervention in the Promotion; (ii) technical errors related to computers, servers, providers, or telephone or network lines; (iii) printing errors; (iv) lost, late, postage-due, misdirected, or undeliverable mail; (v) errors in the administration of the Promotion or the processing of entries, including but not limited to data entry errors resulting from or caused by the entering, keying, or mis-keying of the required information by entrants; (vi) injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from entrant’s participation in the Promotion or receipt or use of any prize; (vii) the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use, or misuse of any prize or any travel or activity related to the receipt or use of any prize; (b) if selected as the winner, consents to the use by Sponsor, Administrator, and each of their respective designees of the winner’s name, hometown, photograph, voice, or other likenesses and prize information for promotion, advertising, and marketing purposes in any media or format now known or hereafter devised, throughout the world, in perpetuity, without additional compensation, consideration, notification, or permission, unless prohibited by law, and upon request will provide written confirmation of such consent; and (c) acknowledges that relative to any prize, including but not limited to its quality or availability, none of the Promotion Entities or anyone else has either made, or is in any manner responsible or liable for, any warranty, representation, or guarantee, either expressed or implied, in fact or in law, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

None of the Promotion Entities or any of their service providers are responsible for incorrect or inaccurate transcription of entry information; any human or other error, technical malfunctions; lost or delayed data or voice transmission; omission; interruption; deletion; defect; line failures of any telephone network, computer equipment, or software; inability to access any online service or website or to complete a telephone call or facsimile transaction; any other error or malfunction; late, lost, or misdirected mail; or any injury or damage to an entrant’s or any other person’s computer related to or resulting from participation in this Promotion.

None of the Promotion Entities, or their agents and representatives, owners, parent companies, affiliates, subsidiaries, advertising, promotion and fulfillment agencies, and legal advisors are responsible for or liable for: (a) late, lost, damaged, misdirected, misaddressed, incomplete, unintelligible, illegible, or postage due entries; (b) telephone, electronic, hardware or software program, network, internet or computer malfunctions, failures or difficulties of any kind; (c) failed, incomplete, garbled, or delayed computer transmissions; (d) any condition caused by events beyond their control that may cause the Promotion to be disrupted or corrupted; (e) any injuries, losses, or damages of any kind arising in connection with or as a result of the Promotion, acceptance, possession, or from participation in the Promotion; (f) any printing or typographical error in any material associated with the Promotion; (g) any other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, wireless service, mail, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties that may occur in connection with the administration of the Promotion, the processing of entries, the announcement of the prize, or in any Promotion-related materials; or (h) any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion.

Administrator reserves the right, in its sole discretion, to cancel the Promotion in its entirety, if it becomes technically corrupted or because of non-authorized human intervention. If any discrepancy should exist between these Official Rules and any promotional material describing this Promotion, these Official Rules shall govern.

CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DAMAGE ANY WEBSITE ASSOCIATED WITH THIS PROMOTION, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, ADMINISTRATOR WILL DISQUALIFY ANY SUCH ENTRANT, AND ADMINISTRATOR AND THE APPLICABLE PROMOTION ENTITIES AND THEIR RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH ENTRANT OR INDIVIDUAL(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

No failure to enforce any term of these Official Rules shall constitute a waiver of that provision. These Official Rules may be modified for clarification purposes without materially affecting the terms and conditions of the Promotion. If for any reason the Promotion (or any portion thereof) is not capable of being executed as planned, or in the case of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of entrants, technical failures, or any other causes that, in the opinion of Sponsor or Administrator, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion (or any portion thereof), Administrator and Sponsor reserve the right in their sole discretion to disqualify any suspect entry or entrant and/or to cancel, terminate, modify, or suspend the Promotion (or any portion thereof). Any entrant that enters the Promotion via a fake account (e.g., bot account) will be disqualified. Sponsor and Administrator reserve the right in their sole discretion to cancel the Promotion in its entirety, if it becomes technically corrupted or because of non-authorized human intervention. In

the event of any disqualification of a suspect entry or entrant, notice thereof will be posted and the determination of the prize winner will be made from among all eligible, non-suspect entries received as of the time of such disqualification, as Sponsor or Administrator determine in their sole discretion. Entrants not complying with all rules are subject to disqualification. In the event of any termination, cancellation, or suspension, notice thereof will be posted on the Sponsor's website.

11. APPLICABLE LAWS: All entrants agree to comply with and abide by all applicable laws, including the Illinois Lottery Law (20 ILCS 1605/1 *et seq.*), administrative rules and regulations, instructions, conditions and final decisions of the Sponsor and all procedures established by Sponsor and the Administrator for the Promotion. In the event of a conflict between these Official Rules and any summary, representation, or other restatement of rules appearing in any advertisement, point of sale material, tickets or other media, these Official Rules shall govern. In the case of a conflict or contradiction between or among the Illinois Lottery Law, Illinois Lottery administrative rules (11 Ill. Admin. Code Parts 1700 and 1770), and these Official Rules, the Illinois Lottery Law and administrative rules shall control. The Sponsor does not waive sovereign immunity rights provided under law and nothing in these Official Rules shall be interpreted to constitute a waiver of the Sponsor's sovereign immunity rights.

12. DISPUTE RESOLUTION: Except where prohibited by law, by entering, Promotion entrants agree that in the event of a dispute concerning the construction, validity, interpretation, or enforceability of these Official Rules, the determination of the Sponsor shall be final and binding. Any entrant who disputes a final decision of the Sponsor may seek review before a hearing officer pursuant to Section 7.3 of the Illinois Lottery Law. In accordance with the Illinois Lottery's hearing rules (11 Ill. Admin. Code Part 1700), the Director will review the recommendation of the hearing officer and, if applicable, the Board, and issue a final decision regarding the dispute. Any party adversely affected by a final decision or order of the Director may obtain judicial review as provided by the Illinois Lottery's hearing rules and Administrative Review Law (735 ILCS 5/Article III). All issues and questions concerning the rights and obligations of participant(s) in relation to Sponsor, Administrator, and their agents shall be governed by and construed exclusively in accordance with the laws of the State of Illinois without giving effect to any principles of conflicts of law of any jurisdiction. Entrant agrees that any such action at law or in equity shall be filed only in the state or federal courts located in Chicago, Illinois, and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. EXCEPT WHERE PROHIBITED BY LAW, BY PARTICIPATING IN THIS PROMOTION, EACH ENTRANT AGREES THAT: (A) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION, OR AWARDING OF THE PRIZES, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (B) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH PARTICIPATING IN THIS PROMOTION BUT IN NO EVENT ATTORNEYS' FEES; AND (C) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR AND HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES; ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL

OUT-OF-POCKET EXPENSES; AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.

13. INFORMATION: For more information contact sweepsinfo@camelotillinois.com or Illinois Lottery Free Groceries for the Holidays Sweepstakes c/o Camelot Illinois, 200 W. Jackson Blvd., Suite 1100, Chicago, IL, 60606. Please allow up to six (6) weeks for a response.

IF YOU BELIEVE YOU OR SOMEONE YOU KNOW HAS A GAMBLING PROBLEM, CRISIS COUNSELING AND REFERRAL SERVICES CAN BE ACCESSED BY CALLING 1-800-GAMBLER (1-800-426-2537).

Effective Date: October 27, 2020.