

OFFICIAL RULES FOR CARDENAS MARKETS LLC'S SURVEY SWEEPSTAKES AND PRIVACY NOTICE

PARTICIPATION IN THE SWEEPSTAKES CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE OFFICIAL RULES. THESE OFFICIAL RULES ARE SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 12, BELOW.

1. SWEEPSTAKES AND SPONSOR: Participation in the Cardenas Markets LLC's ("Cardenas" or "Cardenas Markets" or "Sponsor") Survey Sweepstakes (the "Sweepstakes") constitutes Participant's (as defined below) full and conditional agreement to these Official Rules, which are subject to binding arbitration, a waiver of class actions rights and Cardenas' Privacy Policy. These Sweepstakes occur every calendar month, subject to the Official Rules, and shall continue so long as the Sweepstakes Website (further defined below) and Survey (further defined below) are available online. These Sweepstakes are sponsored and administered by Cardenas Markets LLC, with its corporate office located at 2501 E. Guasti Rd., Ontario, California 91761. All decisions related to the Official Rules by Sponsor, including any and all interpretation thereof, shall be final and binding.

2. PARTICIPANTS & ELIGIBILITY: These Sweepstakes are open only to (1) customers with a purchase receipt from any of Sponsor's supermarkets which bears (i) a Survey Code and (ii) amount spent, (2) who are residents in the states of California, Nevada and/or Arizona, specifically those who reside in one of the counties within the footprint of Cardenas Markets or Los Altos Ranch Market grocery stores and (3) who have internet access and an internet-capable device ("Participants"). Entrants must be at least eighteen (18) years of age or older. Employees of Cardenas Markets or Los Altos Ranch Market Acquisition, LLC, and its affiliates, subsidiaries, advertising and promotion agencies and each of their immediate family members and/or those living in the same household of each are not eligible to enter into these Sweepstakes. All federal, state and local laws and regulations apply. Void where prohibited by law. Internet access and an internet-capable device are required for Participants to enter and participate in these Sweepstakes and redemption of Prize.

3. HOW TO ENTER: To be entered into any of the drawings, Participants must complete and submit a survey through the www.cardenassurvey.smg.com (the "Sweepstakes Website"), also known as the official Cardenas Markets Customer Satisfaction Survey (the "Survey"). To begin the Survey, Participants must maintain their purchase receipt, provided to Participants at the time of making a purchase at any of Sponsor's supermarkets, that contains a 15 or 16-digit survey code, normally found at the bottom of the receipt ("Survey Code"), and the amount the Participant spent (the amount spent shall have no bearing or effect on the selection of Potential Winners nor will it increase or decrease your chances of winning). Second, Participants shall enter their contact information. A completed Survey qualifies as a single entry into the relevant drawing for the month of the entry. Each Participant is limited to one (1) entry per person per calendar month that the Sweepstakes is active and may only submit their Survey Code once. Participants must submit their Survey before 23:59 PST on the last day of the applicable calendar month (the "Closing Time"). Sponsor does not accept any responsibility for entries lost, damaged or delayed, or entries not successfully completed due to technical problems of any kind. Proof of sending will not be accepted as proof of receipt. No Surveys from agents, third

parties, organized groups or applications automatically generated by computer will be accepted.

4. **MONTHLY DRAWING:** Subject to Section 8, drawings will be conducted by the Sponsor each month. Each month, the names of all Participants who submitted a valid entry will be imputed into a third party service provider (“TPP”). The TPP’s software shall randomly shuffle the Participants’ entry and select eleven (11) Potential Winners. Winners will be contacted by Sponsor within seven (7) days of the Closing Time for the drawing by telephone and/or by email using the contact details provided by Participants at the time of completing and submitting the Survey. If a Potential Winner cannot be contacted or does not respond to Sponsor within three (3) days, the Potential Winner’s Prize will be forfeited, and the Sponsor reserves the right to select another Potential Winner from the remaining entries. If a Potential Winner makes any false statement in any Prize Claim Document, the Prize will be forfeited. The submission of Prize Claim Documents is solely the responsibility of each Potential Winner. If any Potential Winner declines a Prize, is found to be ineligible or fails to comply with these Official Rules, such Potential Winner will be disqualified and will forfeit the Prize and all rights to the Prize they otherwise might have received. In the case of the immediately foregoing sentence, Sponsor may, but shall not be obligated to, select another Potential Winner from a random shuffle through the TPP’s software. At Sponsor’s discretion, Prizes will be: (1) directly delivered to the Winner by U.S. mail or FEDEX, only using the contact information identified at time of entry of Survey, or (2) available for pick-up by Winner at any of Sponsor’s supermarkets or corporate office. Both options for the delivery of Prizes shall be on a date and time as determined by the Sponsor.

5. **PRIZES:** There are eleven (11) Prizes available for eleven (11) Winners each calendar month, whilst the Sweepstakes is running (collectively the “Prizes”). The monthly Prizes are as follows:

- (1) One Cardenas Markets Gift Card valued at \$500 (the “First Prize”); and
- (10) Ten Cardenas Markets Gift Cards valued at \$50 (the “Runner-Up Prizes”).

On the Tuesday of each calendar month, whilst the Sweepstakes is running, there will be a drawing for the previous months’ entries. Potential Winners will be notified by phone or email, according to the information provided on the online entry form as part of the Winner’s official entry. Following such notification, Sponsor may email Potential Winners a Prize Release Form and any other documents as directed by Sponsor. Potential Winners must sign and return the required Prize Release Form and any other requested documents, accompanied by a valid form of US-government issued identification, within three (3) days of receipt of the Prize Release Form and any other requested documents, or such other date set by Sponsor, in order to receive the Prize. For security concerns, Potential Winners may be requested to submit documents through a designated, secure third-party service such as SharePoint, Dropbox, Google Drive or any other link provided or directed by Sponsor. All details and other restrictions of Prizes not set forth in these Official Rules will be determined by Sponsor in its sole discretion and will be provided to the applicable Winner upon award of the Prize. Prizes will be delivered only upon Winner’s timely completion of the Prize Release Form, production of a valid, US government-issued form of identification and any other documents requested by Sponsor. Failure to respond within the applicable time period will result in forfeiture of the Prize and Sponsor may, at its sole

discretion but shall not be required to, award the Prize to another Potential Winner. If, after three (3) attempts to notify a Potential Winner, Sponsor cannot locate such person, Sponsor may, at its sole discretion, award the Prize to another Potential Winner. In the event a dispute arises as to the identity of a Potential Winner, the identity of the Potential Winner will be conclusively determined by the name on the online entry form. By entering the Sweepstakes and accepting a Prize, the Winner grants permission to Sponsor to use Winner's name, likeness, and biographical information in connection with the Sweepstakes and announcement of the Winners and for other marketing purposes without further compensation or right of approval, unless prohibited by law. Winners understand that Sponsor may publish the Winner's name, likeness and biological information on Sponsor's website and social media platforms (including, but not limited, Facebook and Instagram). All federal and state laws apply.

Winners agree that any agreement, form, waiver and any other documents to be delivered by a Participant or potential Winner in connection with this Sweepstakes may be electronically signed (including, but not limited to, typing a Winner's name in the requested signature fields), and that any electronic signatures appearing on any agreement, form, waiver or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

6. SPONSOR RIGHTS: Sponsor reserves the right, at its sole discretion, to offer an alternative prize of equal or greater value. Prizes have no direct cash value, as no cash alternative will be offered. Prizes are non-transferable. By accepting the Prize, and insofar as is permitted by law, each Winner agrees to hold Sponsor, its affiliates, subsidiaries, officers, agents, and employees harmless against any and all claims and liability arising out of, or related to, the award of, use or misuse of any Prize. Sponsor disclaims any and all warranties as available by law. Sponsor's liability for breach of any warranty at law or equity which may not be disclaimed is limited to replacement of the Prize or an alternative prize at equal value. Each Winner assumes liability for any injury, claim, threatened claim, or damage caused or claimed to be caused by participation in the Sweepstakes, or as a result of the use of or redemption of any Prize. To the extent permitted by applicable law, entry into Sweepstakes constitutes consent and license by the Participant for Sponsor to publicize the winning of a Prize by a Participant to include the following, but not be limited by the following, use a Winner's voice, image, photograph, name and likeness for publicity and in advertising, marketing or promotional material without additional compensation or prior notice to the Winner. All decisions of Sponsor shall be final and binding upon the Participants.

7. RELEASE AND LIMITATION OF LIABILITY: By entering this Sweepstakes, Participants waive all right to, and release and hold Sponsor, and each of its respective employees, officers, directors, agents, representatives, owners and managers ("Released Parties") harmless from, any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys' fees) arising out of or in connection with participation in this Sweepstakes, submission of entry forms or the selection of Winners or the acceptance, use, or misuse of any Prize. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** Sponsor will not be responsible for: late, incomplete, or incorrect entries; a Participant's failure to receive communications regarding the Sweepstakes due to Participant's spam, junk e-mail or other security settings, or for Participant's provision of incorrect or otherwise non-functioning contact

information; technical, hardware, or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or used in this Sweepstakes; by any human error which may occur in the processing of the entries in this Sweepstakes; or any typographical, technological, or other error in the submission of entries, the publishing of the offer, a Potential Winner's untimely submission of any documents or forms of identification as requested by Sponsor, administration of the Sweepstakes, or announcement of the Prizes.

By entering this Sweepstakes, you waive section 1542 of the California Civil Code and any similar law of any state, territory, or other jurisdiction. Section 1542 states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

8. CANCELLATION AND MODIFICATION: Sponsor reserves the right to cancel or modify this Sweepstakes, including these Official Rules and Privacy Notice, in a manner it deems appropriate for any reason, including, but not limited to, if, in Sponsor's sole and absolute discretion, Sponsor believes there is an error, any suspected evidence of tampering with any portion of the Sweepstakes, or if technical difficulties (including viruses and bugs) compromise the integrity of the Sweepstakes from running as planned. Any such modification will be posted here.

9. CHOICE OF LAW AND FORUM: PARTICIPANT AGREES THAT ALL MATTERS ARISING OUT OF OR RELATING TO THIS SWEEPSTAKES AND THESE OFFICIAL RULES, AND THE PRIVACY NOTICE, ARE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, UNITED STATES, WITHOUT REFERENCE TO THE CHOICE OF LAW PRINCIPLES THEREOF. PARTICIPANT FURTHER AGREES THAT ANY LEGAL SUIT, ACTION, PROCEEDING, DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS SWEEPSTAKES AND THESE OFFICIAL RULES, AND THE PRIVACY NOTICE, SHALL BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF CALIFORNIA LOCATED IN SAN BERNARDINO COUNTY, CALIFORNIA OR THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION.

10. WINNERS LIST: Subject to restrictions and limitations, the names of Winners for each month of the Sweepstakes will be available upon request on the first Friday of the month following the conclusion of the applicable Sweepstakes drawing, by sending a self-addressed, stamped envelope to Sponsor.

11. PRIVACY POLICY: Cardenas Markets LLC is committed to the privacy of its customers. We understand the importance of protecting the personal information that you share with us. By participating in this Sweepstakes, Participants consent to the Sponsor's use of their

personal information submitted or collected in connection with the Sweepstakes in accordance with and subject to the terms of the Sponsor's Privacy Policy, available at <https://www.cardenasmarkets.com/privacy-policy/> ("Privacy Policy.") The Privacy Policy Inquiries regarding our Privacy Policy must be submitted to our Consumer Privacy Request at <https://www.lighthouse-services.com/cmks/LHCPR-cmks.asp>.

12. MANDATORY ARBITRATION: As a condition of participating in this Sweepstakes, except where prohibited by law, you agree that any dispute, claim, or controversy arising out of or relating to the Sweepstakes, the award of a Prize, the selection of a Winner, or the breach, termination, enforcement, interpretation, or validity of the Official Rules, shall be submitted to and determined by JAMS exclusively on an individual, non-class basis pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. For the avoidance of doubt, you agree that any and all disputes, claims, and causes of action arising out of or related to this Sweepstakes or any Prize awarded shall be resolved individually and not in the form of any class action or other form of representative action. You agree that, as a condition of participating in this Sweepstakes, you and all entrants waive any right to bring any action arising from or related to the Sweepstakes or the award of a Prize as a class or other representative action.

The arbitration shall be held before a single arbitrator, who shall be an attorney at law and an experienced commercial and contract law arbitrator. The Sponsor shall bear the cost of the arbitration, including the compensation of the Arbitrator and all administrative expenses. The parties may be represented by their own attorneys in the arbitration proceeding and, except as may otherwise be required by law, shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator. The Arbitrator shall have the power to award all legal relief available in a court of law, including any and all damages that may be available for any of the claims asserted, provided, however, that the arbitrator may not award any incidental, indirect, or consequential damages, including damages for lost profits, or any other relief waived under this Agreement. In addition, each of the parties shall retain all defenses that they would have in a judicial proceeding, including defenses based on the expiration of the statute of limitations and that the damages being sought are not authorized or are excessive. The Arbitrator shall render a written award within thirty (30) days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the parties. Judgment on the award may be entered in any court having jurisdiction. This provision, however, shall not preclude the parties hereto from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction, including preliminary injunctive relief.

YOU AGREE AND ACKNOWLEDGE THAT THE SWEEPSTAKES EVIDENCES A TRANSACTION INVOLVING INTERSTATE COMMERCE AND THAT THIS AGREEMENT IS ENTERED INTO UNDER THE FEDERAL ARBITRATION ACT ("FAA"). ACCORDINGLY, THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAW AND PROCEDURES DEVELOPED UNDER THE FAA. THE PARTIES SHALL MAINTAIN THE CONFIDENTIAL NATURE OF THE ARBITRATION PROCEEDING AND THE AWARD. YOU AGREE THAT BY PARTICIPATING IN THE SWEEPSTAKES, YOU ALSO ENTER INTO THIS AGREEMENT TO ARBITRATE FREELY AND VOLUNTARILY AND WITHOUT ANY FORM OF COERCION, DURESS OR UNDUE INFLUENCE.

13. VOID WHERE PROHIBITED: The Sweepstakes is void where prohibited. All federal, state and local laws apply to the Sweepstakes. Decisions regarding all matters relating to the Sweepstakes that are not addressed in these Official Rules shall be made by Sponsor in its sole and absolute discretion, and each Participant agrees that all such decisions shall be binding and final. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes at Sponsors' sole and absolute discretion. Sponsor reserves the right to permanently disqualify from any promotion any person they believe has intentionally violated these Official Rules. Questions regarding the Sweepstakes should be directed to Sponsor.

SPONSOR: Cardenas Markets LLC, 2501 E. Guasti Rd., Ontario, CA 91761