

Fresh Thyme Market 2023 MyThyme Holiday Sweepstakes

OFFICIAL RULES

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

1. **HOW TO ENTER:** The Fresh Thyme Market 2023 MyThyme Holiday Sweepstakes (the “**Sweepstakes**”) begins at 12 a.m. EDT on November 1, 2023 and ends at 11:59 p.m. EST on December 27, 2023 (the “**Sweepstakes Period**”). Sponsor’s computer is the official time-keeping and counting device for the Sweepstakes. To enter, go to <https://www.freshthyme.com/mythyme-loyalty/> to fill out an entry form with your first name, last name, and MyThyme loyalty ID number. All entries must be deposited/received during the Sweepstakes Period.

Entering the Sweepstakes does not make you an automatic winner. Sponsor is not responsible for late, incomplete, invalid, unintelligible, illegible entries, and such entries will be disqualified. Two hundred eighty (280) entrants will be selected randomly and prizes will be awarded in accordance with Sections 3 and 4 below. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes at any time.

2. **ELIGIBILITY:** You must be a legal resident of the United States living in Illinois, Indiana, Iowa, Kentucky, Michigan, Minnesota, Missouri, Ohio, Pennsylvania or Wisconsin and 18 years of age or older at time of entry, and have not won a prize from Fresh Thyme Market in the last calendar year. Employees of Fresh Thyme Market and its parent, subsidiaries, affiliates, representatives or agencies, and their immediate families or persons residing in the same household of such employees (collectively “**Sponsor & Others**”), and other individuals/entities associated with this Sweepstakes, are not eligible to enter or win. This Sweepstakes is void where prohibited or restricted by law and is subject to all applicable federal, state and local laws.

3. **PRIZE, ODDS OF WINNING PRIZE and APPROXIMATE RETAIL VALUE (“ARV”):** The prizes (each, a “**Prize**” collectively, “**Prizes**”) for this Sweepstakes consist of the following: Two-hundred eighty (280) GRAND PRIZES (four (4) winners per store): each, a \$100 Fresh Thyme Market MyThyme Digital Coupon Total ARV for all Prizes is \$28,000. All other costs associated with the Prizes not specified or mentioned and all applicable federal state and local taxes are the sole responsibility of each winner. Odds of winning depend on the number of eligible entries received from all methods combined. A purchase will not increase your chances of winning. Fresh Thyme Market MyThyme Digital Coupons may be subject to terms & condition. No transfer of Prize, Prize substitution or cash equivalent of Prize is permitted, except at Sponsor’s sole discretion, and then only for a prize of equal or greater value. The Sponsor & Others make no warranty, representation or guarantee, express or implied, in fact or in law, relative to the use of the Prizes including, without limitation, quality, merchantability and fitness for a particular purpose. In the event any component of any Prize is unavailable, Sponsor reserves the right to substitute for a prize of equal or greater value.

4. **DRAWING:** On or about 12/29/23, a random drawing from all eligible entries will be conducted by Fresh Thyme Market to select potential winners for each of the Prizes. The potential winners will be notified by Fresh Thyme Market on or about the day of the drawing by supplied contact information. Limit one (1) Prize per person and per household. Each potential winner will be required to sign and return a notarized Affidavit of Eligibility/Compliance (including, without limitation, providing his/her respective Social Security Number for tax purposes) and a Liability/Publicity Release, as allowed by state law, by the return date specified in the prize notification letter. If any required documents are not returned within the required number of days, or if mail is returned to Sponsor, or if the potential winner is ineligible or has other wise failed to comply with these Official Rules, then the potential winner will be disqualified and Sponsor will have the right to select an alternate winner or deem the Prize un-awarded.

5. **RELEASE:** All entrants agree to release the Sponsor & Others from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses of any kind to persons and property, including any accident, loss, injury or death resulting from entry into the Sweepstakes and/or occurring or in any way related to the Prizes.

6. **LIMITATIONS OF LIABILITY.** Entrant agrees that Sponsor & Others are not responsible or liable for and entrant hereby releases Sponsor & Others from any claims arising from: (1) incorrect or inaccurate transcription of entry information or late, lost, stolen, illegible, incomplete, misdirected, or entries received through impermissible or illegitimate channels, all of which will be disqualified; (2) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer, network, hardware or software; (3) the unavailability or inaccessibility of any service; (4) unauthorized human intervention in any part of the entry process or the Sweepstakes; (5) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (6) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or from downloading any material from Sponsor's Website(s), regardless of whether the material was prepared by any Sponsor, or a third party, and regardless of whether the material is connected to a Sponsor's Website by a hypertext link.

7. **PRIVACY:** Sponsor's use and collection of information provided by entrants (including information provided on the entry form) is subject to Sponsor's privacy policy, a copy of which can be found at: <https://www.freshthyme.com/privacy-policy/> (the "**Privacy Policy**"). By entering this Sweepstakes you consent to that collection and use in accordance with the Privacy Policy. If you do not agree to this Privacy Policy you should not enter.

8. **GENERAL CONDITIONS: NO PURCHASE IS NECESSARY TO WIN A PRIZE.** Sweepstakes entries will be declared to be made by the authorized account holder of phone number submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to a mobile phone number by a telephone service provider or other organization (e.g., business, educational institution etc.) that is responsible for assigning phone numbers. Sponsor reserves the right, in its sole discretion, to prohibit the participation of an individual if fraud, use of robotic, automatic, programmed or like entry methods, or tampering is suspected; if the individual fails to comply with any provision in these Official Rules; or acts in an unsportsmanlike or disruptive manner.

If for any reason the Sweepstakes is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other cause beyond the control of Sponsor that corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor may, in its sole discretion, substitute prizes, amend these Official Rules, or discontinue the Sweepstakes at any time with or without notice; such changes will apply to all entries received prior to or after the change. Entrants agree to be bound by these Official Rules and the decisions of the Sponsor. **INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY 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 SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW.** Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Once submitted, entries become the exclusive property of the Sponsor and will not be acknowledged or returned. The winners, in accepting their Prizes, consent to the use of their names, addresses (city, state), photographs, videos, and likenesses for purposes of advertising, trade and promoting in any and all media on behalf of the Sponsor, without further compensation, except where prohibited by law.

9. **GOVERNING LAW & VENUE:** The courts in DuPage County, Illinois will have sole jurisdiction of any controversies regarding the Sweepstakes and the laws of the state of Illinois shall govern without regard to choice of law provisions. Each entrant waives any and all objections to jurisdiction and hereby irrevocably submits to the venue of those courts within DuPage County, Illinois.

10. **WINNERS LIST:** A winners list can be requested between 1/15/2024 and 2/15/2024 by sending a self-addressed, stamped envelope to: Fresh Thyme Market 2023 MyThyme Holiday Sweepstakes, Winners List Request, 2650 Warrenville Road, Suite 700 Downers Grove Illinois 60515

11. **SPONSOR:** Lakes Venture LLC, dba Fresh Thyme Market, 2650 Warrenville Road, Suite 700, Downers Grove, IL 60515