



High's of Baltimore, LLC

90th Anniversary Sweepstakes

General Sweepstakes Rules

To Enter: Starting on July 2, 2018 and continuing through September 30, 2018, you can enter the Sweepstakes by completing an official entry form available at any High's Convenience Store, while supplies last. In order to participate, an entry must be received by September 30, 2018. No machine or mechanically reproduced entries will be accepted. All entries become property of High's of Baltimore, LLC ("High's") and will not be acknowledged or returned. High's is not responsible for printing or typographical errors in any Sweepstakes-related materials or for stolen, lost, late, misdirected, damaged, incomplete or illegible entries.

High's may change the dates and/or terms of the Sweepstakes without prior notice. Any material changes will be posted on High's website:

[http://highstores.com/BlogEntry/90th Anniversary Celebration and Sweepstakes/1048](http://highstores.com/BlogEntry/90th%20Anniversary%20Celebration%20and%20Sweepstakes/1048)

There is no purchase necessary to enter or win. Purchases will not improve your chance of winning.

Odds of winning will depend on the number of entries received. Void where prohibited by law. Anyone using fraudulent means to participate and/or win the Sweepstakes will be disqualified.

Eligibility: The Sweepstakes is open to legal U.S. residents residing in Maryland, Pennsylvania, Virginia, West Virginia, Delaware, New Jersey and the District of

Columbia. Winners of concert tickets must be 21 years of age or older at the time of the drawing. Employees of High's and its affiliates and their immediate family members, and/or those living in the same household of each, are not eligible. One entry per person is permitted during the contest period. Any winner that wins a prize or prizes valued more than \$600.00 will be sent an IRS form 1099 and will be responsible for paying taxes on the value of the prize winnings. All sales, prize and other taxes, gratuities and any other incidental costs or expenses associated with the prize are the sole responsibility of the prize winner. Any Failure to comply with any of the rules or conditions will result in disqualification.

Prizes: Prizes to be awarded during the 90th Anniversary Sweepstakes include:

- free coffee for a month (1 winner per each High's Convenience Store per month)
- free fountain drinks for a month (1 winner per each High's Convenience Store per month)
- five (5) TVs
- two (2) Grills
- Ice cream coupons for a calendar year
- Gift cards
- Concert tickets

Prizes are not transferable or exchangeable and may not be substituted, except by sponsors for reasons of unavailability and in such event a prize of equal or greater value will be awarded. High's assumes no responsibility or liability for damages or loss or injury resulting from acceptance or use of any prize. High's is not responsible for replacing tickets in the event of show cancellations as a result of weather, promoter or performer. Nor is High's responsible for replacing tickets in the event of loss of tickets due to the US Mail or other mode of delivery. All prizes are provided "as is" without warranty, express or implied, of any kind by High's regarding the use, value or enjoyment of the prizes.



Drawing: Each winner will be required to produce identification satisfactory to High's. Prior to receiving their prize, each winner will be required to sign an affidavit of eligibility and release, including a publicity release, as prepared by High's. Winners of monthly prizes will be selected in random drawings at the end of each Sweepstakes month – on or about July 31, August 31, and September 30, 2018. All other prizes will be selected via random drawings at the end of the Sweepstakes – on or about September 30, 2018. Winners will be selected from all eligible entries and will be notified in person and/or by telephone and/or by email or mail or express mail, whichever method is deemed appropriate by High's, using contact information provided at time of entry. If, despite reasonable efforts, any potential prizewinner does not respond within seven (7) days of the first notification attempt, or if the prize notification is returned as unclaimed or undeliverable such prizewinner will forfeit her or his prize and an alternate winner may be selected. A full list of winning names can be obtained by sending a self-addressed, stamped envelope, with a request for the list of winners to:

90th Anniversary Sweepstakes Winners

High's of Baltimore, LLC

2700 Loch Raven Road

Baltimore, MD 21218

Attention: Meghan Harris

General Conditions: By registering to enter this Sweepstakes, you affirm that you have read and accepted these Rules. High's reserves the right to cancel, suspend and/or modify this Sweepstakes, or any part of it, at any time, if any fraud, technical failure or any other factor beyond High's reasonable control impairs the integrity or proper functioning of this Sweepstakes, as determined by High's. High's reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of this Sweepstakes or to be acting in violation of these Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of



this Sweepstakes may be a violation of criminal law, and should an attempt be made, High's reserves the right to seek damages from any such person to the fullest extent permitted by law. High's failure to enforce any term of these Rules shall not constitute a waiver of that provision.

By entering this giveaway and/or accepting any prize, entrant: releases, discharges and agrees to indemnify and hold harmless High's and High's employees, consultants, contractors, members, managers, parents, subsidiaries, and affiliated companies, and each of their respective shareholders, officers, directors, employees, members, managers, agents and assigns, (collectively, the "Released Parties") from liability of any kind or nature for any loss, claims, damages, or injuries of any kind resulting in whole or in part, directly or indirectly from entrant's participation in this Sweepstakes or from the acceptance and use/misuse of any prize.

High's is not responsible for: (1) any incorrect or inaccurate information in connection with this Sweepstakes, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in this Sweepstakes; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, networks, hardware and/or software failures; (3) unauthorized human intervention in any part of the entry process or this Sweepstakes; (4) technical or human error which may occur in the administration of this giveaway or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in this giveaway or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole and exclusive remedy is another entry in this Sweepstakes, provided that the entry period has not ended. If this Sweepstakes is canceled, suspended or modified, High's, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than



the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of Prizes as set forth in these Rules to be available and/or claimed, High's reserves the right to award only the stated number of prizes by random drawing among all legitimate, un-awarded, eligible prizes claims.

Disputes: Entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and the venue for such litigation shall be the U.S. District Court for the state of Maryland; provided that, if for any reason the federal court for the state of Maryland will not or cannot hear such action or proceeding, the venue for such litigation shall be the courts of the State of Maryland. Entrant irrevocably waives any objection, which entrant may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions, including any objection to the laying of venue based on the grounds of forum non conveniens and any objection based on the grounds of lack of in persona jurisdiction. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, entrant's rights and obligations, or the rights and obligations of High's in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Maryland, without giving effect to any choice of law or conflict of law rules (whether of the State of Maryland, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Maryland. By participating in this giveaway, you **HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS SWEEPSTAKES.**

