

## THE HAPPILY EVER ALDI WEDDING CONTEST OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

**By participating in The Happily Ever ALDI Wedding Contest (the “Contest”), each participant (“Entrant”) unconditionally accepts and agrees to comply with and abide by these Official Rules (“Official Rules”) and the decisions of ALDI, Inc. (the “Sponsor”) and US Sweepstakes & Fulfillment Co. (the “Administrator”), which shall be final and binding in all respects.**

**CONTEST ENTRY PERIOD:** The Contest begins at 12:00:01 AM Eastern Time (“ET”) on Wednesday, August 3, 2022 and ends at 11:59:59 PM ET on Wednesday, August 17, 2022 (the “Contest Period”) or when 500 entries are received, whichever occurs first (the “Contest Period”). The Sponsor’s computer is the official timekeeping device for this Contest.

**ELIGIBILITY:** The Contest is open to individuals who are age 21 or older and are legal residents of the following states: Alabama, Arkansas, Arizona, California, Connecticut, Delaware, District of Columbia (D.C.), Florida, Georgia, Iowa, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Mississippi, Nebraska, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, Wisconsin and West Virginia. Void outside of these geographic areas and wherever else prohibited by law. Entrants must be engaged to be married at least one (1) month prior to entry to an individual who is 21 years of age or older and legally resides in one of the eligible states listed above. Entrants must also be willing to be married on November 9, 2022. and each Entrant and Partner (as defined below) must be eligible to be legally married in Kane County, Illinois (see <https://www.kanecountyclerk.org/VitalRecords/Pages/Marriage-License.aspx> for details). Employees of the Sponsor, Administrator and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Contest is subject to all applicable federal, state and local laws and regulations.

**PRIZE/APPROXIMATE RETAIL VALUE (“ARV”):** There is one (1) Grand Prize available to be won. One (1) Grand Prize winner will receive an ALDI-themed Wedding Prize Package that will include:

- Round-trip, coach-class airfare for Grand Prize winner and their fiancé (the “Partner”) to Batavia, Illinois from a major airport closest to Grand Prize winner’s

home, as determined by the Sponsor in its sole discretion. Grand Prize winner and Partner must depart on Monday, November 7, 2022 and return on Thursday, November 10, 2022.

- Three (3) nights hotel accommodations (single-room with double occupancy) for Grand Prize winner and Partner at a hotel of Sponsor's choice.
- Round-trip ground transportation for Grand Prize winner and Partner to/from hotel to the ALDI Insights Center for wedding ceremony.
- Round-trip ground transportation for Grand Prize winner and Partner to/from destination airport and hotel.
- Sponsor will transform the ALDI Insights Center, located in Batavia, Illinois, into an ALDI-themed wedding venue for Grand Prize winner and Partner's wedding to occur on November 9, 2022. Date is subject to change in Sponsor's sole discretion.
- Wedding décor and florals, inclusive of one (1) bouquet and one (1) boutonniere, to be selected by the Sponsor in its sole discretion.
- One (1) legal, non-denominational wedding ceremony to be officiated by an ALDI employee\*.
- Use of a professional photographer\*\* during wedding ceremony and appetizer reception, to be chosen and hired by the Sponsor in its sole discretion.
- Use of a professional videographer\*\* during the wedding ceremony and appetizer reception, to be chosen and hired by the Sponsor in its sole discretion;
- Use of a DJ, to be chosen and hired by the Sponsor in its sole discretion.
- Hair and makeup services for Grand Prize winner and Partner on the day of the wedding (hair and makeup service providers to be chosen and hired by the Sponsor in its sole discretion).
- Appetizer reception for Grand Prize winner, Partner and up to 50 guests\*\*\*;
- One (1) wedding cake to be selected by the Sponsor in its sole discretion.
- Invitations for up to 50 guests (Stationary to be selected by the Sponsor in its sole discretion).
- Groceries for a year valued at \$5,000 total (to be awarded as \$5,000 in ALDI Gift Cards).

**The total ARV of the Grand Prize is: \$50,000.** The ARV may vary based upon dates of travel and point of departure. The difference between the ARV and actual value of the Grand Prize will not be awarded. Wedding attire is at the expense of the Grand Prize winner and Partner. Wedding attire must be mutually agreed upon by Sponsor and Grand Prize winner and Partner.

\*Grand Prize winner and Partner will be able to weave in personal traditions to the ceremony with Sponsor approval. Grand Prize winner and Partner will be required to obtain a marriage license in Kane County, Illinois prior to wedding ceremony as per Kane County, Illinois terms and conditions for marriage licenses (see <https://www.kanecountyclerk.org/VitalRecords/Pages/Marriage-License.aspx> for details).

\*\*Sponsor will own all rights to all photos and videos taken by professional photographer and videographer hired by the Sponsor. Sponsor will provide all photos and videos to Grand Prize winner for their own royalty-free use.

\*\*\*All guests will be responsible for their own transportation and accommodations.

All travel related expenses, including but not limited to, taxes, gratuities, incidentals, upgrades, insurance, service charges, luggage fees, food & beverage and personal expenses are the sole responsibility of Grand Prize winner and Partner. Any guests of the Grand Prize winner, besides the Partner, who travels to Batavia, Illinois for the wedding ceremony must pay his/her own expenses. Grand Prize winner and Partner must travel on same itinerary. **Grand Prize winner and Partner must have valid photo ID and any other required documentation prior to departure. Prize must be used on dates specified or prize will be forfeited. Dates are subject to change.** Travel is subject to availability. Travel must be booked one month in advance. Travel arrangements must be made through an agent of the Sponsor and on an airline carrier of Sponsor's choice, if applicable. Grand Prize winner and Partner must agree to abide by all air carrier, hotel, venue, transportation, and any other prize-related activity rules and regulations in effect, which may include providing proof that Grand Prize winner and Partner have been fully vaccinated against COVID-19. Failure to do so may result in forfeiture of prize and no other substitution or compensation will be provided in lieu thereof.

Sponsor will, in its sole discretion, determine which airport is closest to the Grand Prize winner's home. In the event the Grand Prize winner's residence is close enough to Batavia, Illinois such that air transportation is deemed by Sponsor in its sole discretion to be unnecessary, the Grand Prize will not include air transportation from such Grand Prize winner's residence and no other substitution or compensation will be provided in lieu thereof. The Grand Prize winner and Partner are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance.

Photo identification and credit card or cash deposit may be required at any time for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided in the Grand Prize). All hotel reservations are based on availability and all holidays are excluded. Accommodations are subject to availability at time of reservation. Blackout dates, advance booking requirements and travel restrictions may apply. Availability is subject to factors such as weather, seasonality and space availability. Reservations are subject to availability. If weather or other incident or conditions beyond the control of the Sponsor affects the ability for Grand Prize winner and Partner to redeem any portion of prize during the scheduled date and time, then the Sponsor shall have no further obligation to the Grand Prize winner or Partner other than to supply the remaining elements of the prize package

minus the unused portion of prize. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Sponsor is not liable for expenses incurred as a consequence of flight cancellation/delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. Travel is subject to the terms and conditions set forth in this Contest, and those set forth by airline carrier as detailed in the passenger ticket contract. The passenger contracts in use by the airline or other transportation companies shall constitute the sole contracts with respect to the prize winner's and his/her travel companion(s)'s transportation and such contracts shall be solely between the prize winner, his/her travel companion(s) and such transportation companies. Trip components issued in connection with the prize may not be eligible for frequent flyer miles, other rewards programs or upgrades. If for any reason whatsoever, Grand Prize winner and/or Partner are unable to travel after all travel arrangements have been made and paid, the Sponsor shall have no further obligation to the Grand Prize winner. If Grand Prize is forfeited prior to Sponsor finalizing and paying for travel and applicable wedding ceremony components, and there is sufficient time to notify an alternate winner, the prize will be awarded to an alternate winner. Grand Prize winner and Partner are responsible for obtaining the proper travel documentation (e.g., valid photo ID and/or passport) prior to travel. Partner must be legal U.S. resident, 21 years or older and must complete and return a Liability & Publicity Release as noted below.

In the event the Grand Prize winner and/or Partner engages in behavior that, as determined by the Sponsor in its sole discretion, is obnoxious or threatening, illegal, that is intended to annoy, abuse, threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsor or any of Sponsor's services, products, trademarks, service marks, or logos, Sponsor reserves the right to terminate the Grand Prize early, in whole or in part, and send the Grand Prize winner and Partner home with no further obligation or compensation whatsoever to Grand Prize winner or Partner. In the event the Grand Prize winner and/or Partner engages in behavior during use of the Grand Prize that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects Grand Prize winner and/or Partner to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by winner as a result of such conduct. **SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF GRAND PRIZE WINNER'S ACCEPTANCE OR USE OF THE PRIZE.**

In the event that the wedding components of the Grand Prize cannot take place as scheduled, for reasons such as cancellation, preemption or postponement, or for any reason beyond the control of the Sponsor, Sponsor's sole responsibility will be to award

the remaining portion of the Grand Prize and no additional substitution or compensation will be provided.

**HOW TO ENTER THE CONTEST:** During the Contest Period, visit [aldi.us/happilyeveraldi](https://www.aldi.us/happilyeveraldi) (the “Contest Website”), follow all instructions to:

- Complete the contest entry form, including your full name, your Partner’s full name, email address, mailing address, confirmation of eligibility to be legally married, phone number and all social handles, including but not limited to Instagram, Facebook, TikTok and Twitter, for you and your Partner;
- Include a short essay (500 words maximum) detailing your and your Partner’s love story, your “ALDI Love Story” and why ALDI is your dream destination wedding venue (the “Essay”); and
- Upload a well-lit photo of you and your Partner that shows off your personality as a couple, your love for each other and your #ALDILove (the “Photo”) and submit to receive one (1) entry into the Contest (the “Contest Entry”).

**All Contest Entries must be received between at 12:00:01 AM ET on Wednesday, August 3, 2022 and 11:59:59 PM ET on Wednesday, August 17, 2022. There is a limit of one (1) Contest Entry per person. Each Contest Entry must include an original Essay and Photo. Contest Entries submitted with an Essay or Photo that has already been submitted will be disqualified.**

Entrants are subject to all notices posted online, including but not limited to the Sponsor’s Privacy Policy, which can be found at <https://www.aldi.us/en/online-privacy-notice/>.

All Contest Entries must comply with the following minimum guidelines to be eligible:

- Entrant and his/her Partner should be the primary subject of the Photo. Entrant must have Partner’s express permission for use of Photo. No other individuals may appear in the Photo, without express permission. If Photo features a minor under the age of majority in his/her state of residence, you must obtain written permission from the minor’s legal guardian.
- Essay and Photo cannot contain content that is irrelevant to the purpose of the Contest.
- Once Essay and Photo have been submitted, it cannot be modified or deleted by Entrant.
- Each submitted Essay and Photo must be original.
- No duplicate Essays, Photos, or substantially similar Essays or Photos, as determined by the Sponsor’s in its sole discretion, may be submitted.
- By submitting a Photo taken by a third party, Entrant warrants and represents that he/she has secured all rights and clearances to the Photo from the photographer;
- Essay and Photo cannot be profane, pornographic, sexually explicit or suggestive or contain nudity.
- Essay and Photo cannot be violent or promote firearms/weapons.

- Essay and Photo cannot promote illegal drugs or tobacco or overconsumption of alcohol.
- Essay and Photo cannot defame, misrepresent or contain disparaging remarks about people, brands, products or companies.
- Essay and Photo cannot contain content that defaces or depicts any person, brand, product or company in a negative or inappropriate manner.
- Essay and Photo cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethnic, racial, gender, religious, professional or age group.
- Essay and Photo cannot reference or contain materials embodying copyrighted images, names, likenesses or other indicia identifying any brand, products, company or person, living or dead, without permission.
- Essay and Photo cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.
- Essay and Photo cannot depict illegal activity and cannot itself be in violation of any law.
- Essay and Photo cannot in any way reference persons or organizations without written permission from any person or organization whose name or likeness is used.
- Essay and Photo may not include images of a known celebrity, famous or well-known person or any image which violates the right of privacy or publicity of any person.
- Essay and Photo cannot have been submitted previously in a promotion of any kind or won any previous awards.

By submitting a Contest Entry, the Entrant understands and grants to the Sponsor an irrevocable, perpetual, non-exclusive worldwide license to use his/her Entry, Essay, Photo, name, hometown and likeness on the Sponsor's various websites and social media sites and in advertising and/or promotional activities worldwide without compensation, permission or notification. Sponsor reserves the right in its sole and absolute discretion to alter, change or modify any Contest Entry, which includes the Essay and Photo.

By submitting a Contest Entry, Entrant warrants and represents that: (a) Contest Entry, Essay and Photo do not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) Entrant has obtained written permission from any person who may appear in the Essay or Photo; (c) Entrant owns all rights to the Essay and Photo, including without limitation, copyrights, and has received prior written permission from a third party if the Photo was photographed by someone other than the Entrant him/herself; and (d) Entrant will indemnify and hold harmless the Sponsor, Administrator and related entities, agents and assigns from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Contest Entry, or Entrant's conduct in creating the Contest Entry, the acceptance or use of any prize or otherwise in connection with this Contest.

**JUDGING & WINNER DETERMINATION:** Following the Contest Period, all eligible Contest Entries received during the Contest Period will be judged by an independent panel appointed by the Sponsor, who shall use the criteria set forth below (collectively, the “Judging Criteria”):

- A) Essay submission shows creativity in displaying their genuine love and passion for ALDI (75%)**
- B) Quality and originality of photo (25%)**

The Contest Entry that receives the highest total score based on the Judging Criteria will be deemed the potential Grand Prize winner. In the unlikely event of a tie, the tied Contest Entry with the highest score in Criterion A above will be deemed the potential Grand Prize winner. If additional tie breakers are needed, the tie-breaking mechanism above will be used; however, instead of the highest score in Criterion A determining the potential Grand Prize winner from among the tied entries, the highest score in Criterion B will determine the potential Grand Prize winner. In the event additional tiebreakers are needed, all tied Contest Entries will be judged by a separate panel of judges using the Judging Criteria.

**WINNER NOTIFICATION & VERIFICATION:** The potential Grand Prize winner will be notified on or about **Monday, August 29, 2022**, by the Administrator via email and/or phone, and will be required to sign and return, within five (5) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the Grand Prize winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Grand Prize winner's Partner will also be required to sign an Affidavit of Eligibility, Liability Waiver and Publicity Release. Noncompliance will result in disqualification and an alternate winner with the next highest judging score will be notified.

The Grand Prize winner and Partner will also be required to submit to a background check to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Contest will not bring Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest or Sponsor, as determined by Sponsor in its sole discretion. Sponsor reserves the right to disqualify the Grand Prize winner on the basis of the findings resulting from such background check or if the potential Grand Prize winner and/or Partner fails to properly authorize and/or provide the required information in connection with such background check.

**PRIZE CONDITIONS:** If a prize notification is returned as undeliverable, or if Grand Prize winner or Partner is found to be ineligible or not in compliance with these Official Rules, the Grand Prize winner will be disqualified, and the prize may be awarded to an alternate winner who received the next highest judging score. If Sponsor fails to receive a sufficient number of entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

The Grand Prize is not redeemable for cash, assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Grand Prize winner is responsible for all federal, state, local and income taxes associated with winning prize. Grand Prize winner will be required to furnish his/her Social Security Number for the sole purpose of preparation of tax forms as required by law.

Except where prohibited by law, entry and acceptance of prize constitute permission to use Grand Prize winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

**GENERAL:** Participating Entrants agree to these Official Rules and the decisions of the Sponsor and Administrator, and release and hold the Sponsor, the Administrator, and their affiliated companies, and all other businesses involved in this Contest, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the Contest, and the acceptance and use/misuse of the prize offered. Entrants waive all rights to claim punitive, incidental and consequential damages. Grand Prize winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this Contest or use/misuse or redemption of a prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Promotion or in the announcement of any prize.

No confidential relationship is established by any Entrant and the Sponsor as a result of participating in the Contest. None of the information submitted by the Entrant will be treated as trade secrets, confidential information or as protected data.

Although subsequent attempts to submit a Contest Entry may be received, only the first complete Contest Entry received from a particular Entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified. In the event of a dispute over the identity of an Entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible



entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Contest. By participating in the Contest, entrants (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Administrator, which are final and binding in all matters relating to the Contest. Failure to comply with these Official Rules may result in disqualification from the Contest.

In the event any participant engages or has engaged in behavior that (as determined by Sponsor in Sponsor's sole discretion) is obnoxious or threatening, illegal or that tends to annoy, abuse, threaten, disparage or harass any other person or company including the Sponsor or is otherwise inappropriate, the Sponsor reserves the right to disqualify the Entrant and void any Contest Entries of said person.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00),

AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Kane County, Illinois and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Kane County, Illinois. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Kane County, Illinois. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**PRIVACY:** As a condition of entering the Contest, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, including Administrator, for the purpose of administering this Contest and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Contest or on a Contest winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://www.aldi.us/en/online-privacy-notice/>.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see [aldi.us/happilyeveraldi](http://aldi.us/happilyeveraldi) or send a self-addressed, stamped envelope by August 29, 2022, to: **The Happily Ever ALDI Contest Official Rules Request**, PO Box 654, Social Circle, GA 30025-0654.

**WINNER CONFIRMATION REQUEST:** For a written confirmation of the winner (available after August 29, 2022), send a stamped, self-addressed envelope (no later than September 29, 2022) to: **The Happily Ever ALDI Contest Winner Confirmation Request**, PO Box 654, Social Circle, GA 30025-0654.

**SPONSOR:** ALDI Inc., 1200 N. Kirk Road, Batavia, IL 60510.

**ADMINISTRATOR:** US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044