

MoneyGram 2022 Retail Sweepstakes
(Vallarta Supermarkets - California
Cub Foods - Minnesota
Foodtown - Texas)

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE IN THIS SWEEPSTAKES (DEFINED BELOW). A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. THE SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, TWITTER, INC. OR INSTAGRAM OF FACEBOOK, INC. TO ENTER ONLINE, AN INTERNET CONNECTION IS REQUIRED. BY ENTERING THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

PLEASE NOTE: MONEYGRAM WILL NEVER ASK FOR MONEY FROM A WINNER, ALL CORRESPONDENCE WILL COME FROM MONEYGRAM'S OFFICIAL EMAIL ACCOUNT. MONEYGRAM WILL NEVER ASK FOR LOG-IN CREDENTIALS OR PERSONAL INFORMATION OUTSIDE OF THE ACTUAL MONEYGRAM ONLINE SERVICE PLATFORM OR IN-STORE LOCATIONS. MONEYGRAM SHOULD NOT BE USED TO SEND MONEY TO UNKNOWN PERSONS, AND THAT BY USING MONEYGRAM'S SERVICES, USERS AGREE TO MONEYGRAM'S TERMS AND CONDITIONS, INCLUDING PROVISIONS ON MONEY LAUNDERING.

- 1. Eligibility:** The MoneyGram 2022 Retail Sweepstakes is open to U.S. legal residents of California (CA), Minnesota (MN) and Texas (TX) who have (1) a profile registered and in good standing with MoneyGram and have opted-in to email marketing communications and (2) reached the age of majority in their state of residence on the date of entry. Residents located in AL, AK, AZ, AR, CO, CT, DE, FL, GE, HI, ID, IL, IN, IA, KS, KT, LA, ME, MD, MA, MI, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, UT, VT, VI, WA, WV, WI, WY, D.C., Puerto Rico and the U.S. Virgin Islands are not eligible to enter or win. Employees of MoneyGram Payment Systems, Inc., its retail agents, parent, subsidiaries and affiliates, and employees of any marketing or advertising agencies or any other company involved with the design, production, execution or distribution of this Sweepstakes ("Affiliated Parties"), and any person domiciled with and/or an immediate family member (spouses and parents, siblings and children and their spouses) of any such employee are not eligible to enter or win.

This Sweepstakes is subject to all applicable state, federal, and local laws and regulations, and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

This Sweepstakes is sponsored by MoneyGram Payment Systems, Inc., 1550 Utica Avenue South, Suite 100, St. Louis Park, MN 55416 ("Sponsor" or "MoneyGram"). Sponsor reserves the right to verify the date of birth and state of residence of any entrant or player and may disqualify, prior to or

during the Sweepstakes, any entrant who is not in compliance with any of the eligibility requirements or any provision of these Official Rules.

2. **Sweepstakes Period:** The Sweepstakes begins on Monday, November 28, 2022 at 12:01 a.m. Central Time and ends on Friday, January 20, 2023 at 11:59 p.m. Central Time (the "Sweepstakes Period").
3. **How to Enter:** During the Sweepstakes Period, there are two (2) ways you can earn entry into the Sweepstakes:
 - a) You will be automatically entered into the Sweepstakes when you complete an in-store money transfer (outbound only) to a recipient outside the United States from the following participating agent locations:
 - i. Vallarta Supermarkets – California
 - ii. Cub Foods – Minnesota
 - iii. Foodtown – Texas
 - b) To enter without making a money transfer (an "Alternate Method of Entry" or "AMOE"), visit **moneygram.com/2022retailsweepstakes** and complete the online submission form by providing (i) your full legal name, (ii) mobile number, (iii) email address, (iv) date of birth, (v) city and state of residence. All AMOEs will be entered into the random drawing subject to age and state of residence eligibility (CA, MN and TX only).

One entry per person permitted. Duplicate entries will be rejected for entry in the Sweepstakes. All entries must be earned/received and recorded by Sponsor during the Sweepstakes Period in order to qualify for the drawing. **A money transfer must be completed and received by recipient during the Sweepstakes Period to be entered into the drawing.** A cancelled or incomplete money transfer will not be counted as an entry. Sponsor's database clock will be the official timekeeper for money transfer entries and AMOEs in this Sweepstakes.

Except as otherwise contemplated in these Official Rules, Sponsor will use personal information collected in connection with the Sweepstakes in accordance with its [Privacy Statement](#).

4. **Disclaimer:** Sponsor is not responsible for lost, misdirected, late, unsent, incomplete, illegible or unintelligible entries, or for inaccurate entry information, whether caused by the participant or by any of the equipment or programming associated with or utilized in this Sweepstakes, or by any technical or human error that may occur in the transmittal of any entry or the processing of any function on the participant's computer system. Participants must notify Sponsor of any changed contact information within the Sweepstakes Period to remain eligible to win based on entry information. Sponsor reserves the right, in its sole discretion, to disqualify any individual found to be tampering with the entry process or the operation of the

Sweepstakes; to be acting in violation of these rules; or to be acting with intent to annoy, abuse, threaten, or harass any other person. Any use of robotic, automatic, programmed, or similar response methods will void all such entries submitted by such methods.

- 5. Prizes and Selection of Winners:** Sweepstakes participants who have opted-in to marketing by email will be automatically entered for the chance to win one (1) of twenty-two (22) Mastercard® e-gift cards in the amount of \$400, claimed, and redeemable via our rewards partner platform, Rybbon, who have either completed an out-bound money transfer from the participating retail agent locations listed below or submitted an AMOE form via the website.

- a) **California:** a participating Vallarta Supermarkets location
- b) **Minnesota:** a participating Cub Foods location
- c) **Texas:** a participating Foodtown location.

Prizes are nontransferable. No substitution or cash equivalent for prizes is allowed. All state, federal, or other tax liabilities (including income taxes) arising from this event will be the sole responsibility of winner.

Sponsor will award an aggregate of twenty-two (22) prizes. The odds of winning depend on the number of eligible entries received.

Sponsor will select an aggregate of twenty-two (22) potential winners and ten (10) back-up potential winners by random drawings held on:

- Tuesday, December 20, 2022, by 5:00 P.M. (CT) for all methods of entry made between November 28, 2022 – December 14, 2022 (11 winners); and
- Tuesday, January 31, 2023, by 5:00 P.M. (CT) for all methods of entry made between December 15, 2022 – January 20, 2023 (11 winners).

Sponsor will contact the potential winners via email provided on his or her MoneyGram profile or Sweepstakes submission. **Potential winners must be opted-in to email marketing communications.**

The potential winner will be required to sign and return to Sponsor, within ten (10) days an affidavit of eligibility and publicity release ("Release") in order to claim a prize. If the potential winner cannot be contacted within twenty-four (24) hours or fails to sign and return the Release within the required time period, the potential winner forfeits the prize. The potential winner must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, an alternative potential winner will be selected from the back-up potential winners. In the event that a winner voluntarily chooses to not accept a prize, he or she automatically forfeits all claims to that prize, and an alternative potential winner will be

selected from the back-up potential winners. Odds of winning depend on the number of eligible entries received. **Each participant is only eligible to win once.**

The Prize Winners will receive his/her prize via electronic delivery within five (5) to fifteen (15) business days of the respective drawing date. Winners will have thirty (30) days from the date they are notified by Sponsor to redeem their prize.

Approximate Retail Value ("ARV") of all Prizes: US\$8,800.00.

- 6. Release:** By participating in this Sweepstakes, each Entrant agrees to release, indemnify and hold harmless Sponsor, Affiliated Parties, retail agents, Twitter, Instagram and Facebook, Inc. and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, public relations agencies, and prize suppliers, and each of their respective parent companies, subsidiaries, affiliates, divisions and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim, liability, damages, or cause of action or actions of any kind whatsoever, including, but not limited to, personal injury, death, damage, or loss of person or property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize. Further, the Released Parties are not responsible in any way for any additional expenses, omissions, delays, or re-routing resulting from any acts of any government or authority.
- 7. Publicity:** Except where prohibited, acceptance of a prize constitutes Winner's consent to Sponsor's use of Winner's name, likeness, photograph, voice, opinions and/or hometown and state or province for promotional purposes in any media, worldwide, without further payment or consideration.
- 8. Privacy:** Personal information collected from entrants through this Sweepstakes will be used to administer the Sweepstakes and is subject to these Official Rules and Sponsor's Privacy Statement. By entering this Sweepstakes, you agree to the use of your personal information as described in the above Privacy Statement. We may also share your information with third parties as explained in the Privacy Statement and these Official Rules. If you do not agree to the use of your personal information as described herein, please, email privacyprogramoffice@moneygram.com or call 1-800-926-9400 to opt out. If you do not opt out, Sponsor will assume that you agree that your information may be used as described in the Privacy Statement and these Official Rules. You may review our full Privacy Statement at www.moneygram.com/privacy-notice or we will mail you a free copy upon request. If you opted in to receive additional communications from Sponsor, you may receive emails regarding Sponsor's offers, products, and services.
- 9. General Conditions:** Sponsor reserves the right to cancel, replace, suspend and/or modify the Sweepstakes, or any part of it, for any reason including if any fraud, technical failures or any other factor beyond Sponsor's reasonable

control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

- 10. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) computer error, electronic or technical malfunctions or failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes 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 the Sweepstakes or receipt or use or misuse of any prize. 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 the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims. The English language text of these Official Rules shall be controlling. In the event of any conflict between a provision hereof and a translation of such provision into another language, the English meaning of such provision shall prevail.
- 11. Disputes:** Except where prohibited, entrant agrees that: (1) 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 any judicial proceeding shall take place in a federal or state court in Dallas, Texas; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event legal fees; and (3) under no circumstances may entrant obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the

laws of the State of Texas without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas

- 12. Official Rules and Winner List:** For a copy of these Official Rules or a list of winners, send a self-addressed, stamped envelope to MoneyGram 2022 Retail Sweepstakes, ATTN: Winner's List Request, 2828 N. Harwood Street, Floor 15, Dallas, TX 75201. Rules requests must be received no later than one month after the end of the Sweepstakes Period and winner's list request must be received within three (3) months of the end of the Sweepstakes Period.