

2023 CARDENAS MARKETS Y YAAMAVA CASINO SWEEPSTAKES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN A PRIZE IN THE SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

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 RULE 14, BELOW.

1. **PROMOTION DESCRIPTION:** The Cardenas Markets LLC's ("**Sponsor**") "2023 CARDENAS MARKETS Y YAAMAVA CASINO SWEEPSTAKES" (the "**Sweepstakes**") is a Sweepstakes that begins 8:00 AM Pacific Daylight Time ("PDT") on 10/23/23, through 12:00 PM Pacific Standard Time ("PST") on 11/26/23 (the "**Sweepstakes Period**").
2. **ELIGIBILITY:** The Sweepstakes is open only to (a) individuals who are at least twenty-one (21) years of age at the commencement of the Sweepstakes Period and (b) legal residents of California and Nevada. Employees of Heritage Grocers Group, LLC, Cardenas Markets LLC and San Manuel Entertainment Authority, doing business as Yaamava' Resort & Casino at San Manuel ("**Prize Provider**"), San Manuel Band of Mission Indians (a federally recognized Indian tribe), and each of their respective affiliates, subsidiaries, delegates, agents, advisors, owners, officers, directors, employees, representatives, advertising and promotion agencies vendors, service providers and suppliers involved in this Sweepstakes and each of their immediate family members (including mother, father, sister, brother, husband, wife, daughter, son, in-laws) and/or those living in the same household (collectively, the "**Promotional Parties**") are not eligible to participate in this Sweepstakes and are prohibited from redeeming the Tickets as a result of this Sweepstakes.
3. **HOW TO ENTER:** Either visit <https://www.cardenasmarkets.com/mana-concert> or scan the QR Code found on any in-store displays or marketing material in any of Sponsor's participating locations in California and Nevada. Fill in the official registration form with accurate and up-to-date information. A valid official registration entry must include name, email address, confirmation registrant is 21 years of age or older, and daytime and evening telephone numbers, including area code (optional; if you do not have a telephone, indicate "No Phone."). All entries must be submitted by 12:00 PM PST on 11/26/23.

No mechanically reproduced entries permitted. Illegible and/or incomplete entries are void. One (1) entry is allowed per person per household, during Sweepstakes period. Failure to comply with this or any other Official Rule will result in disqualification. Official rules & regulations available in-store upon request and online at <https://www.cardenasmarkets.com/mana-concert>.

Entrants submitting an official registration form electronically and/or receiving a Prize (further defined in Rule 5, below) must have access to Internet, an Internet-capable device and a valid e-mail address. Standard data charges may apply if participating through a mobile device. Sponsor and Promotional Parties (defined in Rule 4, below) are not responsible for any charges incurred by entrants submitting an official registration form electronically.

4. **RANDOM DRAWING:** A total of Fifty (50) winners will be selected in a random drawing between October 23, 2023, through November 26, 2023 ("**Drawing Period**"), from among all eligible entries received. During the Drawing Period, and pursuant to the schedule below, two (2) winners will be randomly selected on the applicable days – the first drawing will occur on or around 12:00 PM and the second drawing will occur on or around 6:00 PM:

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Drawings
Week 1				10/26/2023	10/27/2023	10/28/2023	6
Week 2	10/30/2023		11/1/2023	11/2/2023	11/3/2023		8
Week 3	11/6/2023		11/8/2023	11/9/2023	11/10/2023		8
Week 4	11/13/2023	11/14/2023	11/15/2023	11/16/2023	11/17/2023		10
Week 5	11/20/2023	11/21/2023	11/22/2023		11/24/2023	11/25/2023	10
Week 6	11/27/2023	11/28/2023	11/29/2023	11/30/2023			8

During the Drawing Period, distribution of the Prize (further defined in Rule 5) shall be limited to one (1) winner per household. Odds of winning a Prize will depend upon the total number of eligible entries received. Winners will be notified by phone/email by Sponsor or Sponsor’s agent. If a winner is unreachable or unresponsive, or if winner is unavailable for Prize fulfillment, an alternate winner will be selected at random from all remaining eligible entries received. Once winners have been contacted and Prize Claim Document received, if applicable, the Prize will be sent electronically by Sponsor or Sponsor’s agent. All Prizes are expected to be delivered to winners on or before 12/02/23. Decisions of Sponsor are final.

5. **PRIZES, PRIZE RETAIL VALUES. PRIZE REDEMPTION AND PRIZE RESTRICTIONS:** Fifty (50) prizes are available. Each prize consists of two (2) concert tickets for Maná, a Mexican pop-rock band, on Sunday, December 3, 2023 at Yaamava’ Theater at Yaamava’ Resort & Casino in Highland, California (the “Prize” or “Tickets”). The estimated retail value (“ERV”) of each Prize is \$599.98. The total ERV of all Prizes expected to be awarded by the conclusion of the Sweepstakes is \$29,999.00. Actual retail value (“ARV”) of the Prize at the time of delivery may vary. Any difference between ERV and ARV will not be awarded. Prize comprises show tickets only. Transportation, lodging, parking, meals, and any other costs are responsibility of winner. All persons attending the show must be age 21 or older. Selection of seating in Sponsor’s discretion. No responsibility or liability is assumed for cancellation or postponement of show. **Tickets are only valid for their expressly intended purpose on December 3, 2023, only.** Further terms and additional restrictions may apply, including without limitation as stated on the Tickets. No exchanges, substitutions, transfers, upgrades, refunds or cash/credit value will be awarded in lieu of the Tickets. Tickets shall only be delivered via e-mail or other delivery method as advised by Sponsor and/or Prize Provider.

Winning any Prize pursuant to this Sweepstakes requires that the potential winner of the Prize is, and remains, in compliance with these Official Rules. Unless an entrant is verified to be eligible and in compliance with these Official Rules, the entrant is, and will remain, a potential winner, unless the potential winner is (i) determined eligible to receive the Prize, or (ii) disqualified for not complying with the Official Rules. Sponsor reserves the right to disqualify any potential winner who Sponsor, in its sole discretion, determines is not permitted by law to receive a Prize or has not complied with the Official Rules.

Each potential winner may be required to participate in the Prize fulfillment process and sign documents, such as a release, including a valid form of a US government-issued identification, to claim the Prize. Potential winners may be required to provide their valid Social Security Number to Sponsor for tax purposes and/or complete an IRS W-9 form in order to claim the Prize. As a condition of receiving a Prize, a potential winner may be required to complete, sign and have notarized an affidavit of eligibility, a liability release or similar documents as outlined by Sponsor and except where prohibited by law, a publicity release. (All documents, releases, waivers and any other forms requested to be completed by potential winner throughout the Sweepstakes shall collectively be referred to as “Prize Claim Documents.”) Prize Claim Documents must be returned via e-mail within three (3) business Days upon potential winner’s receipt of said documents. Sponsor and Promotional Parties are not responsible for electronic communications that are undeliverable as a result

of any form of active or passive filtering of any kind or insufficient space in a Participant's e-mail account to receive e-mail messages. Sponsor and Promotional Parties disclaim any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, this Sweepstakes and reserve the right, at their sole discretion, to modify, cancel, terminate or suspend this Sweepstakes should any virus, bug, technical failure, unauthorized human intervention or other cause beyond Sponsor's or Promotional Parties' control, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes. Failure of a potential winner to timely sign and return any required documents or the return of any Prize or Prize notification as undeliverable, or failure of the potential winner to claim the Prize or to comply with any term or condition of these Official Rules, may result in disqualification or the forfeiture of his or her interest in the Prize and award of Prize to an alternate winner (time permitting).

Prizes not claimed or forfeited may not be awarded at Sponsor's sole discretion. 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 potential winner upon award of the Prize. Prizes will be delivered to the e-mail address provided therein the Prize Claim Documents as completed by the potential winner or by another delivery method as advised by Sponsor and/or Sponsor's agent. All taxes (including, without limitation, federal, state and/or local income taxes) on or connected with any Prize, and the reporting consequences thereof, are solely the responsibility of respective Prize Winners.

All Prize Claim Documents received after the applicable redemption deadline stated in the Prize Claim Documents or delivered in a manner not stated herein these Official Rules or otherwise directed by Sponsor (or its agents or delegates) shall be deemed VOID and will be ineligible for Prizes. Prize Claim Documents that are complete and duly submitted by e-mail by the deadline stated in the Prize Claim Documents will be verified by Sponsor or an agent duly authorized by Sponsor. After the Prize Claim Documents are received, or as soon thereafter as soon as reasonably practical, and once verified, each potential winner will be notified by e-mail and include the Tickets. If any potential winner fails or refuses to properly sign, fully complete and timely return all Prize Claim Documents by the redemption deadline, or if the Prize Claim Documents or a Prize is returned as unclaimed or undeliverable to any Potential Winner, such Potential Winner will be disqualified and/or otherwise forfeit their Prize, and an alternate winner may be selected, time permitting. 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. Potential winners may request to submit their Prize Claim Documents, using the U.S. Postal Service or, if applicable, to Cardenas Markets, 2501 East Guasti Road, Ontario, California 91761, only upon Sponsor's prior, written consent. In the event Sponsor consents to a potential winner's request to mail the Prize Claim Documents, it is strongly recommended that potential winner retain a photocopy of all Prize Claim Documents submitted, and send the submission using Registered, Certified or Express Mail with confirmation of delivery. Proof of mailing does not constitute proof of delivery. Sponsor is not responsible for undelivered, returned or lost in transit Prize Claim Documents.

Sponsor or Prize Provider may conduct a background check to confirm eligibility and compliance with these rules. By entering, you agree to cooperate reasonably with any such background check. Failure to cooperate may result in disqualification and selection of an alternate winner. If a potential winner or potential guest has engaged in or does engage in any conduct that could damage the reputation or business of Sponsor or Promotional Parties, as determined by Sponsor or Prize Provider in their discretion, the potential winner may be disqualified and the prize may be awarded to an alternate winner, time permitting. Each potential winner and potential guest must also comply with all requirements for proper and appropriate behavior during any prize-related activities or events, including but not limited to the Event. Any inappropriate behavior, as determined by Sponsor in its sole discretion, may result in removal from any activity or event.

6. **OTHER EXPENSES:** Any expenses, including but not limited to transportation, travel, parking, meals, incidental expenses, tips, and taxes incurred in connection with the redemption and/or use of the Tickets will be the sole responsibility of the winners. It is the responsibility of the winners to comply with all rules, regulations, terms, conditions, ordinances and any other guidance issued by state, tribal, and other government entities and regulatory agencies and as required directly or indirectly related to, in connection with or pertaining to the acceptance and/or use of the Tickets, regardless of whether a Ticket is used. No substitutions, exchanges, upgrades, refunds or transfer of the Tickets are permitted nor will cash or credit equivalent be awarded to a winner.
7. **GENERAL:** Void where prohibited by law. Promotional Parties are not responsible for lost, late, damaged, delayed, incomplete, illegible, mutilated, misdirected entries or entries not received by the entry deadline, or for electronic, cash register, telephone, hardware, software, network data transmission errors or computer/scanner failures or malfunctions, or other technical errors of any kind. All federal, state and local taxes are the sole responsibility of winners. All applicable federal, state and local laws, rules, ordinances and regulations apply. Any and all costs and fees not expressly included in the Prize description, including the Tickets, are the sole responsibility of the winners. All materials submitted become the property of the "Sponsor" and will not be returned except where required by law (*see*, Rule 12 below). In the course of contacting potential winners, any notification received by Sponsor (including its agents and delegate) as undeliverable may result in disqualification and an alternate winner selected, time permitting. Sponsor reserves the right to substitute Prize of equal or greater value. All Prizes are nontransferable, non-assignable, nonnegotiable, and are not redeemable for cash or credit. Acceptance of Tickets constitutes permission to the Sponsor and its Promotional Parties to use any winner's name and/or likeness for purposes of advertising and trade without further compensation, unless prohibited by law. By accepting the Tickets, each winner and guest agrees to release and hold harmless all Promotional Parties, against any and all claims, damages, losses, expenses and liability directly or indirectly related to, in connection with or arising out of the acceptance and/or use of the Tickets and/or participation in the Sweepstakes. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes or the acceptance or use of any Prize. PRIZES ARE OFFERED AND PROVIDED "AS IS" WITH NO WARRANTY OR GUARANTEE BY PROMOTIONAL PARTIES, EITHER EXPRESS OR IMPLIED. IN NO EVENT WILL SPONSOR OR ANY PROMOTIONAL PARTY BE LIABLE TO ANY ENTRANT AND WINNER FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH ANY ENTRANT'S OR WINNER'S PARTICIPATION IN THE SWEEPSTAKES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SWEEPSTAKES ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

By participating in this Sweepstakes, entrants agree to be bound by these Official Rules, Privacy Policy (*see*, Rule 12 below) and the decisions of Sponsor or its agents or delegates. Promotional Parties are not responsible for any typographical or other error in the printing, the offering or the announcement of any Prize distributed in connection with this Sweepstakes or in the administration of the Sweepstakes and reserve the right to correct errors in materials connected or affiliated with this Sweepstakes. **Decisions of Sponsor will be final and binding with respect to all aspects of the Sweepstakes.** Promotional Parties shall not be liable in any way if the delivery of the Tickets are delayed, cancelled, corrupted, non-deliverable, returned or postponed, or for any other reason through no fault of Sponsor or its agents or delegates. Tickets may not be resold, offered for resale, or used for any commercial or promotional purpose whatsoever and shall at all times be used in compliance with all applicable rules, regulations, terms, conditions and any other applicable

laws. Any such resale or commercial or promotional use may result forfeiture, seizure or disqualification. The Sweepstakes is subject to all applicable federal, state, and local rules, laws, ordinances and regulations.

8. **GRANT OF RIGHTS:** By entering the Sweepstakes and/or winning a Prize in this Sweepstakes, entrants irrevocably consent to the use of their name, image, photograph, likeness, biographical information, voice, entry, statements attributed to entrant (if true) and any video footage related to the Prize, for all Promotional Parties' advertising, promotional, or other commercial or marketing purpose in all media now or hereafter known, throughout the universe and in perpetuity without additional compensation or additional consents to the Promotional Parties.
9. **WINNERS LIST:** For names of winners, available after January 12, 2023, send a separate, self-addressed, stamped (#10) envelope to: Cardenas Markets, 2501 East Guasti Road, Ontario, California 91761.
10. **GOVERNING LAW:** The Sweepstakes shall be governed by California law. By entering, entrants in the Sweepstakes and any guest of each winner hereby agree that the sole and exclusive jurisdiction and venue for any causes of actions or controversies directly arising out of the Sweepstakes shall be the state of federal court located in the County of San Bernardino, California courts. Each Participant and any guest of each winner hereby waives any and all objections to the jurisdiction and venue of these courts.
11. **FORCE MAJEURE:** The failure of Sponsor or Promotional Parties to comply with any provision of these Official Rules due to any circumstances outside of its direct and sole control including, without limitation, acts of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities, supply chain issues or product/prize availability, labor shortages or strike, pandemics, epidemics and any other outside forces shall not be considered a breach or violation of these Official Rules.
12. **PRIVACY:** All information submitted by entrants by way of official registration form will be subject to and treated in a manner consistent with Sponsor's website Terms and Conditions, and Sponsor's User Privacy Policy available at <https://www.cardenasmarkets.com/privacy-policy/>. By participating in the Sweepstakes, entrants hereby agree that Sponsor may collect and use their personal information submitted with the entry consistent with these Official Rules and acknowledges that they have read and accepted Sponsor's User Privacy Policy.
13. **SPONSOR:** All references to "Sponsor" shall refer to Cardenas Markets LLC, 2501 Guasti Road, Ontario CA 91761. This Sweepstakes is in no way administered by San Manuel Entertainment Authority, doing business as Yaamava' Resort & Casino at San Manuel, which is the Prize Provider, or by San Manuel Band of Mission Indians.
14. **MANDATORY ARBITRATION:** As a condition of participating in this Sweepstakes, except where prohibited by law, entrant agrees that any dispute, claim or controversy arising out of or relating to the Sweepstakes, the award of a Prize, 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, entrant agrees 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. Entrant agrees that, as a condition of participating in this Sweepstakes, entrant waives 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 in San Bernardino County, California, before a single arbitrator, who shall be an attorney at law and an experienced commercial

and contract law arbitrator. The Sponsor and Entrant shall equally 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. Nothing in these Official Rules shall constitute a waiver of sovereign immunity, including without limitation sovereign immunity to any claims in arbitration or any court, as set forth in Rule 11 or this Rule 15, or to any attempt to enforce any judgment of any arbitrator or court, of San Manuel Band of Mission Indians (a federally recognized Indian tribe), San Manuel Entertainment Authority, or any other Promotional Party possessing sovereign immunity to suit, which is expressly preserved.

15. **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 Entrant 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 Sponsor's 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: service@cmkts.com