## In the Bag Contest Official Rules

## NO PURCHASE NECESSARY TO ENTER OR WIN.

1. ELIGIBILITY: The In the Bag Contest (the "Contest") is open to individuals who, at the time of completing an Entry (defined below) (i) are at least eighteen (18) years of age or the age of majority in their jurisdiction of residence, whichever is older, (ii) are legal residents of the fifty (50) United States or District of Columbia, and (iii) have signed up for a DoorDash user account with DoorDash. Void where prohibited or restricted by law. If you do not have a DoorDash account, signing up for one is free. By signing up for a DoorDash account, you agree to the DoorDash Consumer Terms & Conditions and Privacy Policy. Some prizes are only valid on DoorDash within the delivery range of participating Albertsons brand stores. The following individuals are not eligible to enter or win a prize: employees, representatives, agents, directors, and officers of DoorDash, Inc. ("Sponsor") and parent, subsidiary, or affiliated companies; any marketing agencies and any other parties involved in the administration of the Contest, including the prize provider (collectively, the "Contest Parties") and each of the immediate family members of such excluded individuals (i.e., spouses, parents, children, siblings, in-laws, and, as applicable, the "steps" of each) and all persons living in the same household of each, whether or not related. Any individuals who have won prizes from promotions sponsored by Sponsor ninety (90) days prior to the beginning of the Contest Period are not eligible to enter or win a prize. By participating in this Contest, participants agree to be bound by these official rules ("Official Rules") and by the decisions of the Sponsor in all matters relating to the Contest.

2. <u>CONTEST PERIOD</u>: The Contest begins at 8:00 A.M Pacific Time ("PT") on 06/21/2021 and ends at 11:59 P.M PT on 06/27/2021 ("Contest Period"). All entries must be completed and received during the Contest Period. Sponsor's computer is the official time keeping device for the Contest.

**3. HOW TO ENTER**: During the Contest Period, individuals may enter the Contest as follows ("Entry"): Play the "In the Bag" game available at <a href="http://doordashinthebag.com">http://doordashinthebag.com</a> (the "Game"). For the game rules, see section 5. Completed games will receive a score ("Score"). Individuals may submit multiple Entries in a single sixty-minute playing period, but only the individual's highest scoring Entry from that sixty-minute period will be considered an official Entry into the Contest. If an individual plays the Game after the initial sixty-minute playing period, any such scores will not constitute eligible Entries.

Entries in excess of this limit will be void and disqualified if discovered by Sponsor. Entries generated by script, macro or other automated means or by any means which subvert the entry process are void. All Entries become the property of Sponsor and none will be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt by Sponsor.

**5.** <u>WINNER DETERMINATION</u>: Following the conclusion of the Contest Period, all eligible Entries will be reviewed as follows:

- *Silver Tier:* The top 18% of Scores (excluding the Gold Tier and Grand Prize) from all eligible Entries will receive the Silver Prize.
- *Gold Tier*: The top 2% of Scores (excluding the Grand Prize) from all eligible Entries will receive the Gold Prize.

• The top scorer from all eligible Entries will receive the Grand Prize.

Scores will be determined according to the game rules, see below:

- Controls
  - Swipe Left: Move Left
  - Swipe Right: Move Right
  - Swipe Down: Drop Fast
  - Tap Screen: Rotate
- Match items to make them disappear.
- Earn points for getting items in the bag.
- After 1 hour, your highest score will be submitted for a prize that we'll apply to your DoorDash account.

In the event of a tie for the Grand Prize, the tie-breaker will be awarded to the individual who reached the highest score soonest within that player's sixty-minute playing period. Sponsor reserves the right to not award a prize if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries for that prize. All decisions of the Sponsor and judges are final and binding. Sponsor may not reveal the judging scores for any entry.

6. <u>WINNER NOTIFICATION AND REQUIREMENTS</u>: Sponsor will attempt to notify the potential winner(s) on or about 06/30/2021 via email. Potential winner(s) may be required to sign and return documents requested by Sponsor, including but not limited to, an affidavit of eligibility and liability and publicity release (unless prohibited by law). If a potential winner (i) is determined to be ineligible, (ii) fails to respond to the initial verification message within one (1) week of notification or after three (3) attempts (whichever occurs first), (iii) fails to return all required documentation fully executed within the specific period of time, (iv) is not in compliance with these Official Rules, or (v) declines to accept the prize, the potential winner forfeits the prize in its entirety and a runner-up may be notified, at Sponsor's sole discretion. Prize will be emailed to the winners at the email addresses provided at the time each individual begins playing the Game; such email address must be associated with a valid DoorDash account.

## 7. <u>PRIZE(S)</u>

Bronze Tier: The top 80% of score (excluding the Silver Tier, the Gold Tier and Grand Prize) will receive a discount of 40% off your first Albertsons order, up to \$40: Offer valid through 6/30/21 at only on the first order placed at one of participating Albertsons brand stores on DoorDash including: Safeway, ACME Markets, Albertsons, Jewel-Osco, Vons Grocery, Shaws, Randalls, Tom Thumb, Star Market, Pavilions, Carrs, United Supermarkets, Andronico's Community Markets, Pak 'N' Save Foods and Market Street. Select promo code GROCERY in wallet to redeem. Maximum discount per order \$40. Limit one code per person. One time use only. Fees, taxes, and gratuity still apply. All orders subject to availability. Must have or create a valid DoorDash account with a valid form of accepted payment on file. No cash value. Non-transferable. This offer may be amended or canceled at any time without notice and is only available for customers that

receive the program invitation directly from DoorDash. Not valid for the purchase of alcohol. All orders subject to availability. See full terms and conditions at help.doordash.com/consumers/s/article/offer-terms-conditions.

- Silver Tier: The top 18% of scorers (excluding the Gold Tier and Grand Prize) will receive a discount of 50% off Albertsons orders (up to \$50 off). Offer valid through 7/6/21 at participating Albertsons brand stores on DoorDash including:Safeway, ACME Markets, Albertsons, Jewel-Osco, Vons Grocery, Shaws, Randalls, Tom Thumb, Star Market, Pavilions, Carrs, United Supermarkets, Andronico's Community Markets, Pak 'N' Save Foods and Market Street This discount will be applied directly to the DoorDash account associated with the email address submitted on the welcome screen for eligible players only. No promo code required; discount will be applied to next eligible Albertsons order. Maximum discount per order is \$50. Limit one discount per person. One time use only. Fees, taxes, and gratuity still apply. All orders subject to availability. Must have or create a valid DoorDash account with a valid form of accepted payment on file. No cash value. Non-transferable. This offer may be amended or canceled at any time without notice and is only available for customers that receive the program invitation directly from DoorDash. Not valid for the purchase of alcohol. See full terms and conditions at help.doordash.com/consumers/s/article/offer-terms-conditions.
- Gold Tier: The top 2% of scorers (excluding the Grand Prize) will receive a discount of 60% off Albertsons orders (up to \$60 off). Offer valid through 7/6/21 at participating Albertsons brand stores on DoorDash including: Safeway, ACME Markets, Albertsons, Jewel-Osco, Vons Grocery, Shaws, Randalls, Tom Thumb, Star Market, Pavilions, Carrs, United Supermarkets, Andronico's Community Markets, Pak 'N' Save Foods and Market Street. This discount will be applied directly to the DoorDash account associated with the email address submitted on the welcome screen for eligible players only. No promo code required; discount will be applied to next eligible Albertsons order. Maximum discount per order is \$60. Limit one discount per person. One time use only. Fees, taxes, and gratuity still apply. All orders subject to availability. Must have or create a valid DoorDash account with a valid form of accepted payment on file. No cash value. Non-transferable. This offer may be amended or canceled at any time without notice and is only available for customers that receive the program invitation directly from DoorDash. Not valid for the purchase of alcohol. See full terms and conditions at help.doordash.com/consumers/s/article/offer-terms-conditions.
- Grand Prize: \$5000 total in DoorDash gift cards will be sent to the single top-scoring eligible player (as set out in these Official Rules). The \$5000 total in DoorDash gift cards will be distributed as ten (10) individual gift cards with a value of \$500 each. Your Gift Card is redeemable towards eligible orders placed on www.doordash.com or in the DoorDash app in the United States. Gift Cards are not redeemable for cash except when required by applicable law. For more information on the Gift Card Terms and Conditions, please visit help.doordash.com/consumers/s/article/DoorDash-Gift-Cards-Terms. Fees, taxes, and gratuity still apply. All orders subject to availability. Must have or create a valid DoorDash account with a valid form of accepted payment on file. No cash value. Non-transferable. This offer may be amended or canceled at any time without notice and is only available for customers that receive the program invitation directly from DoorDash. See full terms and conditions at

help.doordash.com/consumers/s/article/offer-terms-conditions.

For the avoidance of doubt, the Bronze Tier, Silver Tier and Gold Tier prizes are promotional discount codes that can only be applied to orders from participating Albertsons stores within delivery range of the DoorDash account user's delivery address.

There is no estimable approximate retail value ("ARV") and/or monetary value associated with the Silver Tier and Gold Tier prizes because the total value depends on (1) the number of Entries and (2) the total value of each individual order on which the individual prize code is redeemed. Approximate retail value ("ARV") of Grand Prize: \$5000. Total ARV of all prizes: \$5000.

Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winner is solely responsible for all federal, state, local, or other applicable taxes as well as all costs and expenses associated with acceptance and use of a prize not specified herein as being provided. Sponsor reserves the right to substitute a prize (or portion thereof) of comparable or greater value in its sole discretion. Winner cannot substitute, transfer or redeem non-cash portion of prize for cash. All prize details are at Sponsor's sole discretion. Limit one (1) prize per person. Sponsor is under no obligation to award more than the number of prizes stated herein.

8. **GRANT OF RIGHTS TO ENTRIES/PUBLICITY GRANT:** By submitting an Entry, each entrant grants to Sponsor and its licensees, successors and assigns an irrevocable, perpetual, unlimited, royalty-free, fully paid-up license to reproduce, distribute, display, exhibit, exploit, perform, edit, create derivatives of, and otherwise use the entry and all elements of such Entry, together with any other material, and the name, user name, city and state of residence, voice, image and/or likeness of entrant (including, but not limited to, applicable profile photo), in any and all media now known or hereafter devised, in any manner, in whole or in part, worldwide, without compensation or notification to, or permission from, entrant or any third party, for any purpose whatsoever, including without limitation, for purposes of advertising or trade. Released Parties are not responsible for any unauthorized use of Entries by third parties. Sponsor has no obligation to make use of the rights granted herein.

9. **LIMITATION OF LIABILITY AND RELEASE:** By participating in the Contest or accepting a prize, each entrant agrees that the Contest Parties, and their respective parents, subsidiaries, affiliates, advertising agents and promotional partners, and all of their respective officers, directors, employees, representatives and agents (collectively, "Released Parties") will have no liability whatsoever for, and shall be held harmless by entrants against, any liability, for any injuries, losses or damages of any kind, including death to persons or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in this Contest. Released Parties are not responsible for lost, late, misdirected, damaged, stolen, altered, garbled, incorrect, illegible, postage-due, mutilated, incomplete or delayed entries, emails, mail or other communications, all of which will be void. Released Parties are also not responsible for problems related to unauthorized human intervention or for technical malfunctions of electronic equipment, computer online systems, servers, or providers, computer hardware or software failures, phone lines, traffic congestion on the internet or any website, or for any other technical problems including telecommunication, miscommunication or failure, and failed, lost, delayed, incomplete, garbled, or misdirected communications, which may prevent the receipt of an entry or otherwise limit an entrant's ability to participate in this Contest. Released Parties are not responsible for any other errors or malfunctions of any kind. whether network, printing, typographical, human or otherwise relating to or in connection with the Contest, including, without limitation, errors or malfunctions which may occur in connection

with the administration of the Contest, the processing of Entries, the announcement of the prize(s) or in any Contest-related materials.

As a condition of entering, each entrant agrees (and agrees to confirm in writing if requested by Sponsor) that to the fullest extent permitted by applicable law: (i) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, indirect, special, exemplary, or consequential damages and (ii) that any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. Furthermore, as a condition of entering, each entrant agrees that submission of an Entry constitutes permission to use the entrant's name, image, likeness, voice, biographical information, and any testimonial statement provided by entrant for purposes of advertising, marketing, and trade, in any medium in connection with the Contest, without further notice, approval, or compensation, unless prohibited by law.

10. <u>LEGAL WARNING</u>: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A PARTICIPANT, TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**11. SPONSOR'S RESERVATION OF RIGHTS**: If the Contest is not capable of running as planned for any reason, including without limitation, due to a force majeure event, pandemic or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process or otherwise acts in violation of these Official Rules (and void all associated Entries), and to cancel, modify, or terminate the Contest. In the event of cancellation, Sponsor reserves the right to award the prize(s) from all eligible, non-suspect entries received prior to cancellation using the winner determination procedure outlined above or as otherwise deemed fair and appropriate by Sponsor. Sponsor reserves the right to modify the Official Rules for clarification purposes, even after the Contest Period has begun.

12. GOVERNING LAW, JURISDICTION, AND SEVERABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of State of California, without giving effect to any choice of law or conflict of law rules. By entering, entrants agree to the jurisdiction and venue of the state and local courts located in San Francisco County, California and the federal courts located in the Northern District of California for the resolution of all disputes, and agree that any and all disputes shall be resolved exclusively in those courts. Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced. In the event of a conflict between these Official Rules and any marketing materials, these Official Rules will govern.

**13. PRIVACY**: Any personally identifiable information collected during an entrant's participation in the Contest will be collected by Sponsor or its designee and used by Sponsor for the proper administration and fulfillment of the Contest and as otherwise described in these Official Rules, and in accordance with Sponsor's Consumer Privacy Policy, available at https://help.doordash.com/consumers/s/privacy-policy-us?language=en\_US.

**14.** <u>**WINNER LIST**</u>: For the name of the Grand Prize winner, send a self-addressed stamped envelope to 303 2nd Street, South Street Tower, 8th Floor, San Francisco, CA 94107 by no later than 7/27/21.

**15.** <u>SPONSOR</u>: DoorDash, Inc., 303 2nd Street, South Street Tower, 8th Floor, San Francisco, CA, 91407.