

UNITED 3 MILLION MILE GIVEAWAY 2009
JULY 1, 2009 THROUGH AUGUST 15, 2009
OFFICIAL RULES AND REGULATIONS
NO PURCHASE NECESSARY

1. NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. NON-PURCHASE ENTRIES AND PURCHASE ENTRIES HAVE AN EQUAL CHANCE OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. To enter the United 3 Million Mile Giveaway 2009 (the "Sweepstakes"), each entrant must be a legal resident of the U.S., residing in a participating Safeway Inc. Division, as defined below. To be eligible, entrants must also be eighteen (18) years of age or older as of July 1, 2009.

Participating Divisions:

Denver: Colorado, Nebraska, New Mexico, South Dakota and Wyoming

Dominick's: Illinois

Eastern: Delaware, Maryland, Virginia and Washington DC
Genuardi's stores: New Jersey and Pennsylvania

NorCal: California, Hawaii and Nevada
Pak' n Save stores: California

Phoenix: Arizona and New Mexico

Portland: Oregon and Washington

Seattle: Idaho, Montana, Oregon and Washington

Vons: California and Nevada
Pavilions stores: California

2. HOW TO ENTER: There are two (2) ways to enter the Sweepstakes, beginning 12:00:01 AM PT July 1, 2009 and ending 11:59:59 PM PT August 15, 2009:
 - a. To enter online, entrants may visit the United® grocery miles site at **www.grocerymiles.com/sweeps** and complete all requested information to enroll into the grocery miles program. Once you enroll during the Sweepstakes or if you are already enrolled prior to the Sweepstakes, you will earn one (1) entry by completing the Sweepstakes online entry form as directed. Entrants must have a valid United® Airlines Mileage Plus® Account number and a Safeway Club Card, Fresh Values Card, VonsClub Card, ValuePlus Card, or Genuardi's Club Card account number to enroll in the United grocery miles program. Online entries must be received by 11:59:59 PM PT August 15, 2009 and must be complete in order to be eligible. Limit one (1) online entry per person/United Airlines Mileage Plus account holder. Online entries generated by script, macro or other automated means are void. Normal Internet access and usage charges imposed by entrants' online service will apply. Neither Safeway Inc. (the "Sponsor"), United Airlines, Inc., Don Jagoda Associates, Inc., their respective parent companies, subsidiaries, affiliates, directors, officers, employees, agencies nor any of their respective partners (collectively, the

“Sponsor Affiliates”) assume any responsibility for incorrect or inaccurate capture of entry information, including, but not limited to, technical malfunctions, human or technical errors, printing errors, lost/delayed/garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer line or network, computer equipment, software or any combination thereof.

- b. On a plain three inch by five inch (3" x 5") piece of paper, entrants may hand-print their name, Club Card number, age, complete address, including zip code, day time telephone number and United® Airlines Mileage Plus® Account number (if available). Entrants must mail their entries in a stamped #10 envelope to: United 3 Million Mile Giveaway 2009 Entry, PO Box 90967, Pasadena, CA 91109. Mail-in entries are limited to one (1) entry per envelope. Each entry must be hand-printed, postmarked by August 15, 2009 and received by August 22, 2009. Neither the Sponsor nor the Sponsor Affiliates are responsible for lost, late, damaged, delayed, destroyed, misdirected, incomplete, illegible, mutilated entries or postage due mail. Photocopies, mechanically reproduced, forged or altered mailed entries and facsimiles are void. Incomplete or illegible entries are not eligible. Mail-in envelopes larger than a #10 envelope will be automatically disqualified. All entries become the property of the Sponsor and will not be returned.
3. GRAND PRIZES AND APPROXIMATE RETAIL VALUE (“ARV”): Two (2) – Five hundred thousand (500,000) United® Mileage Plus® Miles. ARV of twelve thousand five hundred dollars (\$12,500) each. The Sponsor reserves the right to substitute the prize with prize of comparable or greater value if the prize cannot be awarded as described for any reason. Total ARV of all Grand Prizes is twenty five thousand dollars (\$25,000).
4. FIRST PRIZES AND APPROXIMATE RETAIL VALUE: Twenty (20) – One hundred thousand (100,000) United® Mileage Plus® Miles. ARV of Two thousand five hundred dollars (\$2,500) each. The Sponsor reserves the right to substitute the prize with prize of comparable or greater value if the prize cannot be awarded as described for any reason. Total ARV of all First Prizes is fifty thousand dollars (\$50,000).
5. WINNERS: Winners will be selected in a random drawing, on or about August 28, 2009, from among all eligible entries received. Drawing will be conducted by Don Jagoda Associates, Inc., an independent judging organization, whose decisions are final and binding on all matters relating to this Sweepstakes. Odds of winning are dependent upon the number of eligible entries received. Winners must comply with all Sweepstakes rules as published. Potential Grand Prize and First Prize winners will be notified by phone and/or UPS and will be required to complete, sign and return, a notarized Affidavit of Eligibility/Release of Liability and, where legal, Publicity Release. Potential Grand Prize and First Prize winners are required to return document within seven (7) days from the postmark date on the prize notification letter. Failure to comply with these requirements or return of prize notification or any prize as undeliverable will result in forfeiture of prize, with an alternate winner selected. Limit one (1) prize per person/family/household. Prize Winners are solely responsible for any local, state or federal taxes resulting from winning and accepting a prize.

6. **CONDITIONS OF PARTICIPATION: THE FOLLOWING TERMS & CONDITIONS APPLY:** Online entries will be declared to be made by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access provider, Online Service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. The Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or Web site; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. In the event this Sweepstakes is compromised or becomes technically corrupted in any way, electronically or otherwise, the Sponsor reserves the right to cancel, terminate or suspend the online portion of the Sweepstakes and, in such event, to select winners by random drawing from among all eligible online entries received, up to such time of cancellation, termination or suspension and all eligible mailed entries received. Entrants agree to be bound by these Official Rules and the decisions of the judges. All aspects of the prizes are nontransferable and no substitutions or cash equivalents are allowed except at the Sponsor's sole discretion. Grand Prize and First Prize winners who are not enrolled in the United® Mileage Plus® Program must enroll in the United® Mileage Plus® Program to collect their prizes. Grand Prize and First Prize winners must have the minimum required number of round trip travel miles in order to book a trip. The Grand Prize and First Prize winners are subject to the terms and conditions of the awarded United® Mileage Plus® Program. United may change Mileage Plus Program rules, regulations, travel awards and special offers or terminate the Mileage Plus program at any time and without notice. United and Mileage Plus are registered trademarks. Grand Prize and First Prize winners' flights must be booked 14 days in advance and must originate in the United States. Grand Prize and First Prize winners' travel must also be completed within 315 days of departure date. Saturday stay-over required. No changes or cancellations are allowed once ticketed. Grand Prize and First Prize winners must pay all applicable taxes, related transportation fees, government levies, food, lodging, excess baggage and all fees and other non-ticket costs. All other booking terms, and conditions of the United® Mileage Plus® Program apply.
7. **ELIGIBILITY:** The Sweepstakes is only open to legal residents of the U.S., residing in a participating Safeway Inc. Division, as defined in Section 1. To be eligible, entrants must also be eighteen (18) years of age or older as of July 1, 2009. Employees of the Sponsor, the Sponsor Affiliates or any of the members of their immediate family (defined as spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren) or same household of each are not eligible to participate. Safeway Inc. "secret shoppers" are eligible for Card based consumer sweepstakes, but not for Card-based employee sweepstakes. This Sweepstakes is void where prohibited or restricted by law and is subject to all applicable federal, state and local laws. Only retail outlets in participating Safeway Inc. Divisions as defined in Section 1 are participating in the Sweepstakes.
8. **Entrants, by their participation, and winners, in accepting their prizes, agree to indemnify and hold harmless and waive any and all claims of liability of any kind whatsoever against the Sponsor and/or the Sponsor Affiliates including,**

but not limited to, any accident, loss, injury or death occurring or in any way related to the prizes or use/misuse thereof or while traveling to and/or from a location to obtain or use the prizes or participation in this Sweepstakes.

Neither the Sponsor nor the Sponsor Affiliates make any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the use of any prize including, without limitation, quality, merchantability, and fitness for a particular purpose. Further the Sponsor and Sponsor Affiliates shall accept no responsibility for any additional expenses, omissions, delays, re-routing or acts of any government or authority.

9. Winners, in accepting their prizes, consent to the use of their names, addresses (city, state), photographs and likenesses for purposes of advertising, trade and promoting in any and all media on behalf of the Sponsor, without further compensation except where prohibited by law.
10. All actions arising pursuant to this Sweepstakes will be brought in the federal and state courts residing in Alameda County, California and this Sweepstakes will be governed, in all respects by the internal laws of the State of California without regard to its conflict of law rules.
11. RULES REQUEST: To receive a copy of the Official Rules, mail a self-addressed, stamped envelope, by November 16, 2009, to: United 3 Million Mile Giveaway 2009 Rules, PO Box 90967, Pasadena, CA 91109.
12. WINNERS' LIST: To receive a list of winners, mail a self-addressed, stamped envelope, by November 16, 2009, to: United 3 Million Mile Giveaway 2009 Winners, PO Box 90967, Pasadena, CA 91109.
13. SPONSOR: The Sponsor of this Sweepstakes is Safeway Inc., 5918 Stoneridge Mall Rd., Pleasanton, CA 94588.