# OFFICIAL RULES

# FOOD LION MVP COUPON PORTAL SWEEPSTAKES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITIED OR RESTRICTED BY LAW. THE SWEEPSTAKES IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. EACH INDIVIDUAL WHO IS ELIGIBLE AND WHO HAS SUCCESSFULLY ENTERED THE SWEEPSTAKES WILL BE CONSIDERED TO BE AN ENTRANT ("ENTRANT").**

1. **ELIGIBILITY:** To be eligible to enter in the Food Lion MVP Coupon Portal Sweepstakes (the "Sweepstakes") an individual must be (1) eighteen years (18) of age or older at the time of entry, and (2) be a permanent legal resident of Delaware, Florida, Georgia, Kentucky, Maryland, North Carolina, Pennsylvania, South Carolina, Tennessee, Virginia, or West Virginia. Employees, directors, officers, agents or representatives of Food Lion, LLC (the "Sponsor"), its parents, affiliates or subsidiaries, and their respective advertising, promotion and fulfillment agencies including US Sweepstakes & Fulfillment Co, ("Independent Sweepstakes Administrator" or "Administrator"), and any individual or entity directly involved in the promotion of these Sweepstakes, including Sponsor's Advertising Agency (collectively, the "Promotion Parties") as well as any of the immediate family members of Promotion Parties (defined as spouse, parent, child, sibling, grandparent, grandchild, and/or "step" of each) and/or those persons living in the same household as any of the aforementioned (whether related or not), are not eligible to participate (collectively, "Excluded Individuals"). Sweepstakes is void where prohibited by law.

2. **TIMING:** Sweepstakes will run from 12:00:00 AM Eastern Time (ET) on February 5, 2014 through 11:59:59 PM ET on March 4, 2014 (the "Promotion Period") and consists of four (4) Weekly Entry Periods and Weekly Drawings (see chart below) (each, a "Weekly Entry Period") for a total of fifty (50) Weekly Prizes and a drawing at the end of the Promotion Period for one (1) Grand Prize. Entries not selected in a Weekly Drawing will not be carried forward for subsequent Weekly Drawings, if any. However, all entries will be eligible for selection for the Grand Prize Drawing. All entries must be completed and received by the end of the Promotion Period in order to participate. Sponsor's computer is the official timekeeping device for this Contest.

| Weekly<br><br>Entry Period Number | WEEKLY ENTRY PERIODS<br>All eligible entries received | | | |
|---|---|---|---|---|
| | "Weekly Start Date"<br><br>all Weekly Start Dates begin at 12:00:00 AM ET on | "Weekly End Date"<br><br>all Weekly End Dates end at 11:59:59 PM ET on | "Weekly Random Drawing Date" (on/about) | Number of Prizes per Drawing |
| 1 | 2/5/2014 | 2/11/2014 | 2/19/2014 | 13 |
| 2 | 2/12/2014 | 2/18/2014 | 2/26/2014 | 13 |
| 3 | 2/19/2014 | 2/25/2014 | 3/5/2014 | 12 |
| 4 | 2/26/2014 | 3/4/2014 | 3/12/2014 | 12 |

3. **TO ENTER: NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. THERE ARE TWO METHODS OF ENTRY (COLLECTIVELY "ENTRIES"):**

**Online Method of Entry:** To enter the Sweepstakes via the online method of entry an Entrant is required to be a Food Lion MVP Card holder (the "MVP Cardholder"). During the Sweepstakes Period, visit www.foodlion.com and follow the onscreen instructions to sign-in with your MVP card. Click on the button to search coupons and when you add an electronic coupon to your MVP account you will receive one (1) entry into the Sweepstakes (the "Online Entry"). You will receive one (1) Online Entry each day you sign in and add an electronic coupon to your MVP account. There is a limit of one (1) Online Entry per natural person per day. Any attempt by an Entrant to obtain more than one (1) Online Entry by using different email accounts, identities, registrations, logins, or any other method may be disqualified from the Sweepstakes.

To request a free Food Lion MVP card (the "MVP card") visit www.foodlion.com, click on "Learn More", beside "Save More as a Food Lion MVP," then click on "Become a MVP", or visit a participating Food Lion store (the "store") and complete a paper application. Becoming a MVP Cardholder will not improve an Entrant's chance of winning a prize. At the completion of the form there may be an option for an Entrant to opt-in to become a subscriber to Food Lion's e-newsletter (the "Shoppers' Companion"). An Entrant is not required to opt-in to subscribe to Shoppers' Companion to receive an Online Entry into the Sweepstakes. By entering the Sweepstakes and choosing to check the "opt-in" box for Shoppers' Companion the Entrant is agreeing to receive Food Lion's online newsletter Shoppers' Companion via the email address he or she provided on the paper application or online MVP card enrollment form until he or she chooses to opt-out/unsubscribe. In order to opt-out/unsubscribe from Shoppers' Companion, the user can simply click

the unsubscribe button located in the Shoppers' Companion email, or send their request to be unsubscribed through the Sponsor's customer service department. Opting-in to become a Shopper's Companion subscriber will not improve an Entrant's chance of winning a prize.

**Free Mail-in Method of Entry:** To enter without an Online Entry and without becoming an MVP Cardholder, hand print on a piece of paper your complete name, address, city, state, postal code and daytime phone number. Mail each completed piece of paper in a separate, hand-addressed envelope with first class postage affixed, to: Food Lion MVP Coupon Portal Sweepstakes, 625 Panorama Trail (Suite 2100), Rochester, NY 14625-2437 ("Mail Entry"). Each Mail Entry must be in a separate, hand-addressed envelope, postmarked by March 4, 2014 and received by March 11, 2014. No mechanically reproduced or photocopied entries are permitted. The Entrant may use the Mail Entry option as often as he or she would like, but each entry must be hand-printed and mailed separately. Neither Sponsor nor Administrator assume any responsibility for lost, late, incomplete, illegible, damaged, misdirected or postage-due mailed entries.

To be entered into one of the Four (4) Weekly Entry Periods, a Mail Entry must be postmarked by the Tuesday of that Weekly Entry Period and received by the Weekly Random Drawing Date listed in the chart in the "Timing" section of these Official Rules.

4. **RANDOM DRAWINGS:** A separate drawing will be held for each Weekly Entry Period ("Weekly Drawing"). Winners will be randomly selected in each Weekly Drawing from among all eligible Entries received for that Weekly Entry Period only in accordance with the chart found in the "Timing" section of these Official Rules. The drawings will take place on or about the date listed in the chart found in the "Timing" section of these Official Rules, with the first drawing to take place on or about Wednesday, February 19, 2014, and the last drawing to take place on or about Wednesday, March 12, 2014.

   The Grand Prize winner will be randomly selected in a drawing on or about Wednesday, March 12, 2014 from among all eligible Entries received during the Sweepstakes Period ("Grand Prize Drawing").

   Odds of winning depend upon the total number of eligible Entries received for each corresponding drawing. Entries from one Weekly Entry Period will not be carried over to subsequent Weekly Entry Periods. The Independent Sweepstakes Administrator, whose decisions are final on all matters relating to the Sweepstakes, will conduct all drawings. No prize substitution is permitted except as specifically described in these Official Rules. Winners will be notified by phone or email. If a winner cannot be notified for any reason beyond the control of Sponsor, his or her prize will be forfeited and awarded to an alternate winner.

5. **PRIZES:** The total approximate retail value (the "ARV") of all prizes being awarded is two thousand two hundred fifty dollars ($2,250).

   **Grand Prize**: One (1) Grand Prize winner will receive one thousand dollars ($1,000) loaded onto their MVP card (a Grand Prize winner who is not an MVP cardholder will receive the Grand Prize as a $1,000 Food Lion Gift Card). The ARV of the Grand Prize is one thousand dollars ($1,000).

   **Weekly Prizes**: Fifty (50) Weekly Prize winners will each receive twenty-five dollars ($25) loaded onto their MVP card (a Weekly Prize winner who is not an MVP Cardholder will receive the Weekly Prize as a $25 Food Lion Gift Card). The ARV of each Weekly Prize is twenty-five dollars ($25). Total ARV of all fifty (50) Weekly Prizes is one thousand two hundred fifty dollars ($1,250).

   There is a limit of one (1) Weekly Prize per MVP account.

6. **WINNER NOTIFICATION AND VERIFICATION**: Sponsor or Administrator will notify each winner by email and/or telephone. Sponsor or Administrator will make up to two (2) attempts to notify the winner by the telephone and/or email address that was provided at the time of Entry into the Sweepstakes. Sponsor and Administrator are not obligated to leave messages on voice mail, an answering machine or a communications device. Winners will each be considered a potential winner until the Sponsor or Administrator verifies his or her prize winner status. Upon notification, each potential winner may be required to sign and return to the Administrator , an Affidavit of Eligibility and a Liability Waiver and where allowable, a Publicity Release (collectively, the "Releases") and for prizes whose value is $600 or more an IRS W-9 Form. In addition to the Releases and, if applicable, an IRS W-9 Form, each potential winner will also be required to furnish proof that he or she is a permanent legal resident of Delaware, Florida, Georgia, Kentucky, Maryland, North Carolina, Pennsylvania, South Carolina, Tennessee, Virginia, or West Virginia. Potential winners must provide Administrator with the Releases, IRS W-9 Form, if applicable, and proof of residence (collectively, "Verification Documents") within three (3) days of notification Prizes will be awarded within seven (7) days following verification of a winner.

   If a prize notification or prize is returned as undeliverable, if a potential winner of any prize cannot be contacted within three (3) days of the initial notification, or if winner is found to be ineligible or not in compliance with these rules that winner will be disqualified, and the prize may be awarded to an alternate winner. Non-winning Entrants will not be notified.

   If a winner is otherwise eligible under these Official Rules, but is nevertheless deemed a minor in his or her state of primary residence, the prize will be awarded in the name of winner's parent or legal guardian who will be required to execute and return Verification Documents on the minor's behalf.

Sponsor and/or Administrator reserve the right to modify the notification process. In Sponsor's or Administrator's sole discretion, an Entrant selected as a potential prize winner may be disqualified and required to forfeit the prize if: a) there was a failure of the potential prize winner to receive Administrator's email or telephone message, or for the inability of such potential prize winner to return Administrator's email or telephone message for any reason; b) failed, returned or misdirected notifications due to inaccurate information provided by an Entrant; c) potential prize winner is unreachable and/or unresponsive after two (2) attempts of notification; d) potential prize winner declines or cannot accept, receive or use the prize or any component of the prize for any reason; e) potential prize winner does not meet eligibility requirements and/or fails to comply with these Official Rules; f) potential prize winner submits a response after the allocated response by date; g) potential prize winner does not return the Verification Documents within the date specified by Administrator. Sponsor and Administrator are not responsible for any change in Entrant's name, mailing address, email address, and/or phone number. If attempted notification is returned as undeliverable, if prize winner cannot be verified, if any mail is returned to Administrator as undeliverable without any forwarding address, if prize winner is disqualified, or if prize winner is unable to accept the prize as stated for any reason whatsoever, the prize will be forfeited without compensation of any kind and at the Sponsor's and Administrator's discretion, an alternate prize winner may be selected. Winning a prize is subject to verification of eligibility and Administrator may require potential prize winner to show proof of identity.

7. **PRIZE CONDITIONS AND LIMITATIONS:** Prizes are not redeemable for cash. Prizes are non-assignable or transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility. In no event shall more prizes be awarded than the number stated in the "Prizes" section above, and fewer may be awarded if insufficient qualified Entries are received. Each prize winner shall be solely responsible for all federal, state and/or local taxes. Acceptance of a prize constitutes permission from the winner to the Sponsor and the Promotion Parties to use such winner's name, likeness, voice, quotes, comments, biographical information, photograph or image or a modified name and/or likeness for the purpose of advertising, trade, promotion or publicity related to the Sweepstakes, other sweepstakes and their status as winners, in Sponsor's and/or the Promotion Parties' sole discretion, worldwide, in perpetuity, in all forms of media whether now known or hereafter devised, without further notice, permission, compensation or consideration from winner, except where prohibited by law.

   Amounts loaded onto MVP card accounts are not redeemable for cash and will not be replaced if lost or stolen. MVP card accounts are subject to the issuing company's terms and conditions, including expiration dates. Weekly Prize amounts will be valid for thirty (30) days from the date of issuance. Grand Prize amount will be valid for one hundred fifty (150) days from the date of issuance. Prizes awarded as Food Lion

Gift Cards can be used at any Food Lion or Bottom Dollar Food store. Each Food Lion gift card is subject to the terms and conditions set forth thereon which shall govern the use of the Food Lion gift card. The use of a Food Lion gift card constitutes the user's acceptance of the terms and conditions. Food Lion gift cards will not be redeemed or exchanged for cash, except where required by law. Food Lion gift card swill not be replaced or replenished if lost, stolen, damaged, destroyed or used without the Grand Prize Winner's permission, and will be voided if altered or defaced.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that the Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any).

8. **GENERAL:** This Sweepstakes is subject to all applicable federal, state and local laws. By participating, Entrants agree to be bound by these Official Rules and the decisions of the Sponsor and Administrator and waive any right to claim ambiguity in regard to the mechanics of the Sweepstakes or the interpretation of these Official Rules. Winners and Entrants also agree to release, discharge, indemnify and hold harmless the Sponsor, Administrator, and their subsidiaries, affiliates, directors, officers, employees and agents and marketing and advertising agencies, from and against any claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind, resulting in whole or in part, directly or indirectly, from or arising in connection with the acceptance, possession, use, misuse or nonuse of any prize offered, or participation in this Sweepstakes.

   In the event of a dispute over the identity of an online Entrant, such Online Entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of the Online 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 that such party is the Authorized Account Holder of the email address associated with the Online Entry. Entry materials or 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 Sponsor is 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 data, 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 Sweepstakes. By participating in the Sweepstakes, Entrant (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 Independent Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these Official Rules; and (ii) withdraw the Online Entry method if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), and to select winners from among all eligible Entries received prior to withdrawal.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, 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 FULL EXTENT PERMITTED BY LAW.

9. **DISPUTES:** Except where prohibited, Entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the state of North Carolina. 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state of North Carolina without giving effect to any choice of law or conflict of law rules (whether of the State of North Carolina or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of North Carolina. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.

   THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

10. **PRIVACY STATEMENT**: Any personally identifiable information collected during an Entrant's participation in the Sweepstakes will be collected by the Sponsor or its designee and used by Sponsor, it affiliates, designees, agents and marketers for

purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and in accordance with Sponsor's Privacy Policy as stated at www.foodlion.com/PrivacyStatement. Each Entrant agrees to be bound by Sponsor's privacy policy.

11. **SPONSOR**: Food Lion, LLC, 2110 Executive Drive, Salisbury, NC 28147.

12. **INDEPENDENT SWEEPSTAKES ADMINISTRATOR**: US Sweepstakes & Fulfillment Co, 625 Panorama Trail (Suite 2100), Rochester, NY 14625.

13. **WINNERS LIST**: For written confirmation of prize winners (available after March 12, 2014), send a self-addressed, stamped, #10 envelope (no later than April 30, 2014) to: Food Lion "MVP/Coupon Portal" Sweepstakes Winners Request, P.O. Box 25466, Rochester, NY 14625-0466.

14. **OFFICIAL RULES**: For a copy of Official Rules visit www.foodlion.com; or send a self-addressed, stamped, #10 envelope (no later than March 4, 2014) to: Food Lion "MVP/Coupon Portal" Sweepstakes Rules Request, P.O. Box 25466, Rochester, NY 14625-0466.

**Void wherever restricted or prohibited by law.**

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