

Food Lion “Baby Steps” Sweepstakes
Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

Eligibility: The “Baby Steps” Sweepstakes (the “Promotion”) is open to legal residents of NC, SC, VA, WV, KY, TN, MD, DE, PA, GA and FL who are twenty-one (21) years of age or older as of September 30, 2009. Employees of Food Lion LLC, Nestle, Kimberly-Clark, as well as their immediate family (defined as spouses, children, parents and siblings) and household members of each such employee are not eligible. By participating, entrants agree to be bound by the Official Rules and the decisions of the Sponsor. Promotion begins on September 30, 2009 and ends on October 27, 2009.

Sponsor: Food Lion LLC, 2110 Executive Drive, Salisbury, NC, 28145.

Entry & Selection of Potential Winners: No purchase necessary to enter or win. There are two ways to enter. At any time between Wednesday, September 30 at 12:00:01 a.m. ET and Tuesday October 27, 2009 at 11:59:59 p.m. ET, scan your personal Food Lion MVP Card when purchasing at least one Gerber or Huggies brand product (the “participating products”) and you will automatically receive one (1) entry into the promotion. On any other day during the promotion period scan your Food Lion MVP Card when purchasing a participating product and receive an additional entry. One entry per day is allowed. Multiple transactions made in the same day will count as one entry into the Promotion. **To enter without a purchase**, on a 3x5 card, hand print your complete name, street address (no P.O. Boxes), city, state, zip code, date of birth (mm/dd/yyyy), email address, and daytime and evening telephone numbers (if you do not have either telephone number, indicate “No Phone”) and mail in a hand-addressed, business-size envelope (#10) with first-class postage to: “Baby Steps” Sweepstakes, P.O. Box 481964, Charlotte, NC 28269. Limit: one (1) entry per person per day. Failure to comply with these instructions or the Official Rules will result in disqualification. Entries must be post-marked by October 27, 2009 and received by October 31, 2009.

By entering, you fully and unconditionally accept these Official Rules and the decisions of the Judges, which are final and binding in all respects. No mechanically reproduced entries of any kind permitted. Illegible and incomplete entries are void. Sponsor is not responsible for lost, late, mutilated, postage due, misdirected entries, entries not received, or for electronic, network or computer/scanner failures or malfunctions, cards scanned incorrectly, or other technical errors of any kind. All entries become the property of Sponsor and will not be returned.

Random Drawing: Potential Grand Prize winners and First Prize winners will be selected by random drawing on or about November 5, 2009 from all eligible entries received. Decisions of Judges are final on all matters. Potential Grand Prize winners will be notified within five (5) business days of the drawing. Except where prohibited, the potential Grand Prize winner

will be required to complete and return an affidavit of Eligibility and Liability/Publicity Release within ten (10) days of being notified. If a potential Grand Prize winner fails to sign and return the affidavit/release within the required time period, or if he/she cannot be contacted within five (5) days of the first attempt to notify him/her, or if Sponsor determines in its sole discretion that he/she is ineligible, then he/she will forfeit the prize, and an alternate potential Grand Prize winner will be selected at random from among all remaining eligible entries. Odds of winning will depend upon the number of eligible entries received. Prizes will be awarded from the highest prize value to the lowest according to the order in which the potential winners are picked.

Prizes: Two (2) Grand Prizes: Each Baby Steps Grand Prize consists of one (1) US Government Series EE Savings Bond which will be worth \$10,000 at maturity (20 years from date of issue). Approximate Retail Value (ARV) \$10,000.00 at maturity. Exact cash amount used to purchase the US Govt Series EE Savings Bond will be determined by the current interest rate at the time of purchase. No cash or other substitution or transfer of prize, except by Sponsor, as described below. Total ARV of all grand prizes: \$20,000 at maturity.

Ten (10) First Prizes: Each First Prize consists of one (1) \$1000.00 Food Lion Gift Card. ARV \$1,000.00. Total ARV of all first prizes: \$10,000.

Total ARV of all prizes is \$30,000. All federal, state and local laws apply. Winners may receive an IRS form 1099 for the approximate retail value of the prize. All federal, state and/or local taxes and any other costs associated with the Prize are the sole responsibility of each winner. Prizes consist of only those items specifically listed as part of the prize. No substitution or transfer/assignment of prize by winner permitted. Sponsor reserves the right to substitute any prize with prize of equal or greater value. Any expenses associated with prize receipt and/or use that are not expressly described in these Official Rules are the responsibility solely of the winner.

Publicity Release: Acceptance of any prize constitutes permission to the Sponsor to use winner's name, voice, statements, images and likenesses for purposes of advertising and trade, in any medium, without further compensation, unless prohibited by law. Except where prohibited, participation in the Promotion constitutes an entrant's consent for Sponsor and its agents to use entrant's name, likeness (including photograph), voice, opinions, biographical information and state of residence for promotional purposes in any medium without further payment or consideration.

General Conditions: In the event that the operation, security or administration of the Promotion is impaired in any way for any reason, Sponsor may, in its sole discretion, cancel, suspend and/or modify the Promotion. Sponsor reserves the right to cancel or modify the frequent shopper entry portion of the sweepstakes if fraud, misconduct or technical failures destroys the administration, security, or proper administration of the program as determined by Sponsor and/or the Independent Sweepstakes Administrator, in their discretion. If the frequent shopper entry portion is so cancelled, a random drawing will be conducted from among all eligible frequent shopper card and mailed entries received up to the point of cancellation. All entries will have an equal chance of winning. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the operation of the Promotion or to be acting in violation of these Official Rules or in a disruptive manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of

that provision. In the event of any dispute regarding the identity of a potential prize winner, a Food Lion MVP Card sweepstakes entry will be deemed submitted by the individual listed as the holder of the Food Lion MVP Card in the records of the participating account. It is solely the responsibility of the card holder to notify the participating account of any address change.

Release and Limitations of Liability: By participating in the Promotion, entrants agree to release and hold harmless Sponsor, Food Lion, LLC, Nestle, Kimberly-Clark and each such company's respective related companies, and each such company's officers, directors, employees, and agents (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical or printing errors; (c) errors in the administration of the Promotion or the processing of entries; (d) late, lost, misdirected, damaged, incomplete, illegible or undeliverable entries or mail; or (e) injury or damage to persons or property, including but not limited to death, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use of any prize. Entrants waive the right to claim any damages against the Released Parties whatsoever, including, without limitation, punitive, consequential or indirect damages. Sponsor is not responsible for any incorrect data contained in any Sweepstakes entry or the records of the participating account associated with the Food Lion MVP Card.

Disputes: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out or connected with the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Rowan County, North Carolina. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of Sponsor in connection with the Promotion, 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.

Winners List: For a list of the Prize Winners, send a hand-written, self-addressed, first-class stamped #10 envelope to "Baby Steps" Winners List, P.O. Box 481913, Charlotte, NC 28269, for receipt by February 5, 2010.

Official Rules: For a copy of these Official Rules, send a hand-written, self-addressed, first-class stamped #10 envelope to "Baby Steps" Official Rules, P.O. Box 481913, Charlotte, NC 28269, for receipt by October 27, 2009.

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