

THE CHIPS AHOY SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.
OPEN ONLY TO LEGAL UNITED STATES RESIDENTS, RESIDING IN DE, DC, GA, KY, MD, NC, PA, SC, TN, VA
AND WV, 18 OR OLDER. VOID WHEREVER PROHIBITED.

1. **SWEEPSTAKES PERIOD:** The Food Lion CHIPS AHOY! X-Box Giveaway (the "Sweepstakes") begins at 12:00 a.m. Eastern Time ("ET") on June 1, 2018 and ends at 11:59 p.m. ET on June 30, 2018 (the "Sweepstakes Period").
2. **HOW TO ENTER:** During the Sweepstakes Period, visit <https://www.foodlion.com/promotions/chips-ahoy>, click on the Food Lion CHIPS AHOY! X-Box Giveaway banner and complete all required registration information, including full name, email address, phone number, and full address, to receive one (1) entry ("Entry") into the random drawing only. Limit one (1) Entry per person per day. Normal Internet/phone access and data/usage charges imposed by your on-line service will apply. Automated entries, or those generated by script or bot are not eligible. All Entries must be complete to be eligible. All Entries become property of the Sponsor.
3. **ELIGIBILITY:** Open to legal United States residents, residing in DE, DC, GA, KY, MD, NC, PA, SC, TN, VA and WV, who are 18 years of age and older as of date of Entry ("Entrant"). Employees of Mondelēz Global, LLC. ("Sponsor") Don Jagoda Associates, Inc. ("Administrator"), Food Lion, LLC ("Food Lion") and their respective affiliates, parents, subsidiaries, divisions, suppliers, distributors and advertising, promotional and judging agencies and their immediate family members and/or those living in the same household of each are not eligible to participate or win. Void outside of DE, DC, GA, KY, MD, NC, PA, SC, TN, VA, WV and where prohibited and subject to all federal, state and local laws.
4. **RANDOM DRAWING ODDS:** Four (4) Grand Prize winners, thirty (30) First Prize winners, and seventy five (75) Second Prize winners will be selected in a random drawing on or about July 5, 2018, from among all eligible Entries received. The random drawing will be conducted by the Administrator; an independent judging organization whose decisions are final on all matters relating to the Sweepstakes.

The odds of winning a prize will depend on the number of eligible Entries received.

5. **PRIZES AND APPROXIMATE RETAIL VALUE ("ARVs"):** Grand Prize (4 total): A Sponsor-selected X-Box (ARV: \$500 each). First Prize (30 total): A Sponsor-selected game controller/game bundle (ARV: \$120 each). Second Prize (75 total): A \$25 Food Lion gift card (ARV: \$25). Limit one (1) prize per person. The ARV of the Grand Prize listed is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules, and the date the Grand Prize is awarded. If the actual purchase price of the Grand Prize is less than the ARV stated herein, the winner will NOT be entitled to a check, cash or other form of payment for the price difference. Gift cards are subject to restrictions and expiration dates may apply. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Prizes are nontransferable and no cash substitutions are allowed except by the Sponsor, who reserves the right to award a prize of equal or greater value if advertised prize is unavailable for any reason.
6. **GENERAL RULES:** Grand and First Prize winners will be contacted via email to confirm his/her mailing address and eligibility within four (4) days of notification attempt or prize will be forfeited and an alternate winner will be selected. Second Prizes will be mailed directly to winners to the address provided at the time of registration. Prizes will be fulfilled within four (4) weeks after the conclusion of the Sweepstakes. Return of prize or prize notification as undeliverable may result in disqualification and alternate selection. Winners and all Entrants, as a condition of Entry into the Sweepstakes, agree to release and hold harmless Sponsor, Administrator, Food Lion each of their respective agencies, parents, subsidiaries, affiliates and each of their respective officers, directors, shareholders, members, employees, agents, assigns, and all others associated with the development and execution of the Sweepstakes (collectively the "Released Parties") from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with submitting an Entry or otherwise participating in any aspect of the Sweepstakes, the receipt, ownership or use of prize awarded or any typographical or other error in these Official Rules or the announcement or offering of the prizes. Winners assume all liability for any injury or damage caused, or claimed to be caused by participation in the Sweepstakes or use or redemption of any prize. Acceptance of prize constitutes permission to use

winners' names, and likenesses for promotional purposes without further compensation except where prohibited by law. By entering, Entrant accepts and agrees to be bound by these Official Rules. Entries will be declared to be made by the authorized account holder of the e-mail address submitted at the time of Entry (or when setting up winner's account). "Authorized account holder" of an e-mail address 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. Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Sweepstakes; violates the Official Rules; acts in an unsportsmanlike or disruptive manner; or acts with intent to annoy, abuse, threaten or harass any other person. The Released Parties are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender, by any of the equipment or programming associated with or utilized in the Sweepstakes which may limit the ability to participate, or by any human error which may occur in the processing of the Entries in the Sweepstakes. Entries generated by script or bot are not eligible. Sponsor reserves the right to cancel, terminate or modify the Sweepstakes if it cannot be completed as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or corruption of any sort. In such event, Sponsor will award the prizes as outlined above from all eligible Entries received prior to cancellation. Void where prohibited by law and subject to all federal, state and local laws. As a condition of entering the Sweepstakes, Entrant agrees that: 1) under no circumstance will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential or any other damages from the Released Parties, other than for out-of-pocket expenses; 2) all causes of action arising out of or connected with the Sweepstakes, or prizes awarded, shall be resolved individually, without resort to any form of class action; and 3) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, but in no event will Entrant be entitled to receive attorneys' fees or other legal costs.

- 7. Governing Law & Venue:** THE SPONSOR IS REGISTERED UNDER THE LAWS OF THE UNITED STATES WITH OFFICES IN NEW JERSEY. THE NEW JERSEY COURTS (STATE & FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE SWEEPSTAKES AND THE LAWS OF THE STATE OF NEW JERSEY SHALL GOVERN THE SAME. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND HEREBY IRREVOCABLY SUBMITS TO THE VENUE OF THOSE COURTS WITHIN NEW JERSEY.
- 8. Privacy Policy:** By participating in the Promotion, Entrants hereby agree to collection and usage of their personal information in accordance with Food Lion's Privacy Statement and acknowledge that they have read and accepted Food Lion's Privacy Statement, available at foodlion.com/privacy-statement.
- 9. WINNERS:** For the names of the winners of prizes valued over \$25, available after July 31, 2018, send a stamped, self-addressed envelope by August 31, 2018, to: Food Lion CHIPS AHOY! X-Box Giveaway Winners, 100 Marcus Drive, Dept. NW, Melville, NY 11747.
- 10. SPONSOR/ADMINISTRATOR:** The Sponsor of the Sweepstakes is Mondelēz Global, LLC, 100 Deforest Avenue, East Hanover, NJ 07936. The Administrator of the Sweepstakes is Don Jagoda Associates, Inc., 100 Marcus Drive, Melville, NY 11747.

X-Box is a registered trademark of Microsoft. Microsoft is not a sponsor or involved in the activity in any manner.