

## THE COMPANION SWEEPSTAKES

### OFFICIAL RULES

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE ODDS OF WINNING. OPEN ONLY TO LEGAL U.S. RESIDENTS OF DE, DC, GA, KY, MD, NC, PA, SC, TN, VA AND WV, 18 OR OLDER AT TIME OF ENTRY. INTERNET ACCESS REQUIRED.**

**The Companion Sweepstakes (the “Sweepstakes”) is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or Twitter.**

- 1. SPONSOR:** Food Lion, LLC, 2110 Executive Drive, Salisbury, NC 28147 (“Sponsor”).
- 2. SWEEPSTAKES ENTRY DATES:** The Sweepstakes entry period begins at 12:00:00 a.m. Eastern Standard Time (“ET”) on Monday, June 4, 2018 and ends at 11:59:59 p.m. ET on Friday, June 29, 2018 (the “Sweepstakes Period”).
- 3. ELIGIBILITY:** The Sweepstakes is open only to legal U.S. residents of Delaware, the District of Columbia, Georgia, Kentucky, Maryland, North Carolina, Pennsylvania, South Carolina, Tennessee, Virginia and West Virginia age 18 or older at time of entry. Void outside the foregoing jurisdictions, in Puerto Rico and wherever else prohibited by law. Employees of Sponsor and its affiliates, advertising and promotion agencies, prize providers and the immediate family members of and/or those living in the same household of each, are not eligible to enter. The Sweepstakes is subject to all applicable federal, state and local laws and regulations.
- 4. HOW TO ENTER: NO PURCHASE NECESSARY.** To submit an entry, visit Facebook, Instagram or Twitter during the Sweepstakes Period and post a picture of your pet using #FLCompanion and tag or mention at the official Food Lion brand pages on the corresponding sites.

You must have a Facebook, Instagram or Twitter account to enter. Facebook, Instagram and Twitter accounts are free, but access, data or usage charges imposed by your Internet service or wireless provider may apply.

**LIMIT ONE (1) ENTRY PER PERSON PER DAY REGARDLESS OF METHOD OF ENTRY.** Any attempt by an entrant to obtain multiple entries by using multiple/different email or social media accounts or platforms, identities, registrations and/or logins, or any other methods, will void that entrant’s entries and the entrant may be disqualified. Multiple entrants are not permitted to use the same Facebook, Instagram or Twitter account for purposes of Sweepstakes entry. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to ownership of any Facebook, Instagram or Twitter account, the authorized account holder of the email address linked to the account shall be deemed the entrant. The “authorized account holder” is the natural person assigned the email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

- 5. REQUIREMENTS OF ENTRIES:** Entries must be publicly viewable on, as applicable Facebook, Instagram or Twitter to qualify for the Sweepstakes. Entries will not be acknowledged or returned. Proof of posting of an entry to a social media platform will not be deemed to be proof of its receipt by Sponsor. By entering the Sweepstakes, each entrant agrees that (a) entrant’s entry conforms to

the Entry Guidelines and Content Restrictions below; and (b) Sponsor may remove any entry and disqualify any entrant from the Sweepstakes if Sponsor believes, in its sole discretion, that the entrant's entry fails to conform to such guidelines and restrictions.

**Entry Guidelines:** Entries must contain the following:

- A photograph of a pet
- #FLCompanion and tag or mention at the official Food Lion brand pages on the corresponding sites

**Content Restrictions:** Entry may not contain, as determined by Sponsor in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- appears to duplicate any other submitted Entries;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress owned by others, without permission; contains any personal identification, such as personal names, e-mail addresses or street addresses;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
- violates any law, rule or regulation.

If the entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the entry, any and all releases and consents necessary to permit the use and exhibition of the entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the entry. Sponsor reserves the right to request releases from any third parties appearing in any entries at any time. Failure to produce third-party releases upon Sponsor's request may result in disqualification, as determined by Sponsor in its sole and absolute discretion.

- 6. PUBLICATION, LICENSE:** By submitting an entry, each entrant: (a) represents and warrants that his/her entry is an original work of authorship and that he/she owns all right, title and interest in and to the entry as of the date of submission or has all necessary rights, authorizations, and/or assignments (including assignment of copyright, if applicable) to submit it and the express permission of all individuals and the rights necessary to use all content and materials embodied in the entry and to submit the entry for possible use as provided herein; (b) represents and warrants that his/her entry does not violate the terms of use of, as applicable, Facebook, Instagram and/or

Twitter, or infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (c) grants to Sponsor and each of its designees the perpetual, unlimited and irrevocable right and license to use, license, edit, modify, duplicate and/or create derivative works from his/her entry (not to include the entrant's name where prohibited) throughout the world and in perpetuity, including, but not limited to, the right for Sponsor and each of its designees, as applicable, to publish, display, broadcast, distribute, reproduce, perform, create derivative works from and otherwise use and incorporate it into other works, in any form, media or technology now known or later developed, for any purpose whatsoever, including for promotional or marketing purposes and without limitation and without payment of any compensation or notice of any kind to the entrant or his/her heirs and successors, (i) on its own or as part of any audiovisual or other production; (ii) to advertise any products, programming or services of Sponsor or for any other advertising, marketing, publicizing or promotional purposes and in any materials related thereto; and/or (iii) for any other purpose whatsoever. By submitting an entry, each entrant confirms that he/she waives all moral rights in respect of his/her entry. Nothing herein will obligate Sponsor to make any use of any of the rights set forth herein.

Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of entries by third parties.

**7. PRIZE DETAILS AND CONDITIONS:** Total approximate retail value ("ARV") of all prizes is \$2,500.00.

There are twenty-five (25) prizes available to be won.

Twenty-five (25) prize winner(s) will each win one (1) \$100 Food Lion Gift Card. ARV: \$100.00 each.

**Limit:** One (1) prize per person or household.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use. Prizes are not redeemable for cash. Prizes are non-assignable or transferable. No substitution is permitted except if a prize is unavailable, in which case Sponsor reserves the right to substitute a prize of equal or greater value. In no event shall more prizes be awarded than the number stated in these Official Rules, and fewer may be awarded if an insufficient number of qualified entries are received. Gift cards have no cash value and cannot be used to purchase alcohol, tobacco or lottery tickets. Gift cards will not be replaced if lost or stolen and are subject to the issuing company's terms and conditions, including expiration dates, if any.

**8. PRIZE DRAWING/ODDS:** On or about July 2, 2018, potential prize winners will be selected in a random drawing from among all eligible entries received during the Sweepstakes Period.

Odds of winning depend on the number of eligible entries received.

**9. WINNER NOTIFICATION:** On or about Monday, July 2, 2018, Sponsor will attempt to contact all randomly selected potential prize winners ("Potential Winners"). Potential Winners will be required to confirm their mailing addresses within two (2) business days via email and execute documents (if any) necessary to confirm Sweepstakes eligibility under these Official Rules prior to receiving any prize.

**10. GENERAL CONDITIONS:** By participating in the Sweepstakes, each participant acknowledges and agrees to Sponsor's Privacy Statement at <https://www.foodlion.com/privacy-statement/> and further agrees: (a) to abide by these Official Rules; (b) that Sponsor's decisions are final and binding in all matters relating to the Sweepstakes, including, but not limited to, interpretation and application of these Official Rules; and (c) except where prohibited by law, to the use of his/her name, voice, performance, photograph/video, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation or additional consents from the participant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if requested. Winning a prize is contingent upon fulfilling all the eligibility requirements set forth in these Official Rules. Ineligible prize winners' prizes and/or undeliverable prizes will not be awarded, except at the sole discretion of the Sponsor.

**11. LIMITATION OF LIABILITY, RELEASE, INDEMNITY:** BY PARTICIPATING IN THE SWEEPSTAKES, EACH PARTICIPANT AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, FACEBOOK, INSTAGRAM, TWITTER, THEIR RESPECTIVE ADVERTISING AND PROMOTIONS AGENCIES, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, SHAREHOLDERS, OFFICERS AND DIRECTORS (COLLECTIVELY, "RELEASED PARTIES"), FROM (A) ANY AND ALL LIABILITY, CAUSES OF ACTION, DAMAGES, ACTUAL, INCIDENTAL OR CONSEQUENTIAL, CLAIMS AND DEMANDS WHATSOEVER, IN LAW OR EQUITY, INCLUDING ATTORNEYS' FEES AND/OR EXPERTS FEES AND COSTS, WHICH THE PARTICIPANT NOW HAS OR MAY ACQUIRE, AS A RESULT OF PROPERTY DAMAGE OR LOSS, PERSONAL INJURY AND/OR DEATH OR ANY OTHER INJURY SUFFERED IN CONNECTION WITH PREPARATION FOR, TRAVEL TO OR PARTICIPATION IN THE SWEEPSTAKES OR ANY RELATED ACTIVITY OR THE POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE; AND (B) ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, FALSE ENDORSEMENT, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION. EACH PARTICIPANT FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY CLAIM OR ACTION BROUGHT BY AN INDIVIDUAL OR ENTITY CLAIMING HIS/HER/ITS INTELLECTUAL PROPERTY RIGHTS, INCLUDING, WITHOUT LIMITATION, COPYRIGHT, MORAL RIGHTS (INCLUDING RIGHTS OF INTEGRITY, ATTRIBUTION AND ANONYMITY), TRADEMARK RIGHTS, OR PERSONALITY OR PRIVACY RIGHTS, WERE INFRINGED BY SPONSOR'S (OR EITHER'S DESIGNEE'S) USE OF AN ENTRY OR ANY PART THEREOF AS CONTEMPLATED BY THESE OFFICIAL RULES.

**12. ARBITRATION, WAIVER, GOVERNING LAW:** BY PARTICIPATING IN THE SWEEPSTAKES, EACH PARTICIPANT FURTHER AGREES THAT (A) ANY AND ALL DISPUTES AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY CONTROVERSY OR CLAIM NOT RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (THE "AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE LICENSED TO PRACTICE LAW IN NORTH CAROLINA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH SHALL BE CONDUCTED IN ROWAN COUNTY, NORTH CAROLINA. UNDER NO CIRCUMSTANCES WILL A SWEEPSTAKES PARTICIPANT BE PERMITTED TO OBTAIN AN AWARD FOR, AND BY PARTICIPATING IN THE SWEEPSTAKES EACH PARTICIPANT WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, INCLUDING ATTORNEYS' FEES, OTHER THAN THE PARTICIPANT'S ACTUAL OUT-OF-POCKET EXPENSES (I.E., COSTS ASSOCIATED WITH PARTICIPATING

IN THE SWEEPSTAKES), AND THE PARTICIPANT FURTHER WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.

THESE OFFICIAL RULES AND THEIR INTERPRETATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, participants irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to Rowan County, North Carolina and waive any objection to venue based on the doctrine of forum non conveniens.

- 13. MISCELLANEOUS:** Released Parties are not responsible for computer hardware or software malfunctions, failures or difficulties or for other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the drawing for prizes, the announcement of winners or the uploading/posting of content to Facebook, Instagram or Twitter. Released Parties are not responsible for any incorrect or inaccurate information in any Sweepstakes-related materials, whether caused by site users, tampering, hacking or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participation in the Sweepstakes or downloading materials from or use of any website. Persons who tamper with or abuse any aspect of the Sweepstakes or the applications or websites of any Released Party, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which corrupt or impair the administration, security, fairness or proper play of, or submission of entries to, the Sweepstakes, Sponsor reserves the right to suspend, modify or terminate the Sweepstakes and, if terminated, select the potential winner(s) from all eligible, non-suspect entries received prior to termination. If any provision of these rules is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that these rules otherwise remain in full force and effect and enforceable. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE SPONSOR'S WEBSITE OR APPLICATIONS OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES, INCLUDING ATTORNEYS' FEES AND CRIMINAL CHARGES, AGAINST THE RESPONSIBLE INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW.
- 14. WINNERS' LIST:** For a hard copy of the Sweepstakes winners' list, send a self-addressed, business-size, stamped envelope, postmarked no later than July 15, 2018, to: The Companion Contest Winner's List Request, 2110 Executive Drive, Salisbury, NC 28147.