

2018 FOOD LION MVP VIP SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited by law. Subject to all federal, state and local laws, regulations, and ordinances.

Promotion begins at 12:00 a.m. Eastern Time (“ET”) on **October 17, 2018** and ends at 11:59 p.m. ET on **November 13, 2018** (the “**Promotion Period**”). Sponsor’s or Administrator’s computer is the official time keeping device for this Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. All entries received after valid dates are void and ineligible.

1. **TO ENTER ONLINE:** To receive your promotion code (“Code”) at checkout, buy One (1) Dr Pepper® 6 pack-1/2 liter or 6 pack-16 oz bottles **AND** One (1) 4 pack-8.4 oz or larger Red Bull® cans in the same transaction beginning 10/17/18 at Food Lion. Go to www.foodlion.com/MVPVIP. Follow the instructions to enter your Code, full name (First, Last), phone number with area code (xxx-xxx-xxxx), and full email address. It is the entrant’s option to answer survey question "How did you hear about this sweepstakes". The entrant will receive a prompt stating they have successfully been entered into the sweepstakes. In the event of a dispute as to any entry, the authorized account holder of the email address associated with the pertinent account will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an 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 to the Sponsor [and/or the Administrator] or forfeit the prize. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Promotion at Sponsor’s sole and absolute discretion. All potential winners are subject to verification before any prize will be awarded. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply.

TO ENTER BY MAIL WITHOUT PURCHASE: Print your name, address (including zip code), home and work telephone numbers and email address, and the store location at which you shop on a postcard or 3” x 5” paper, and mail to **The MVP VIP Sweepstakes, 625 Panorama Trail, Suite 2100, Rochester, NY 14625-2437.**

All mail-in entries must be postmarked by **November 13, 2018** and received by **November 20, 2018**. Limit one entry per outer post-marked envelope. Mechanically reproduced entries are prohibited and will be disqualified. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and to Sponsor’s and/or Administrator’s decisions, which are final and binding in all matters related to the Promotion. All mail-in entries become the property of Sponsor and will not be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsors not responsible for computer system, network, hardware, software or program malfunctions, or other errors, failures or delays in electronic transmissions or network connections that are human or technical in nature, or for lost, late, illegible, incomplete, mutilated, postage due, or misdirected entries, which will be disqualified.

LIMIT ONE ENTRY PER PERSON OR HOUSEHOLD PER DAY BY ANY MEANS. If an entrant completes or attempts to complete more than one (1) entry per day, all entries (regardless of method) completed by the entrant will be disqualified.

2. **ELIGIBILITY:** Open to legal residents of **DE, DC, GA, KY, MD, NC, PA, SC, TN, VA or WV** who are eighteen (18) or older as of the date of entry. Employees, officers and directors of Food Lion, LLC or Dr Pepper Snapple Group® or Red Bull®, or any of their respective parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public

relations, promotional, fulfillment, and marketing agencies, web site providers, web masters, and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. Prizes will only be awarded if winner complies with official rules. Sponsor reserves the right to verify the eligibility of winners. All entrants must have access to the Internet prior to the start of the Promotion. Entrants are not required to be an MVP Cardholder and becoming an MVP Cardholder will not improve an entrant's chance of winning a prize.

3. **PRIZE(S), RESTRICTIONS, AND ODDS OF WINNING** : Nineteen (14) Grand Prizes will be awarded, consisting of the following: **two (2) tickets to the Dr Pepper® ACC Football Championship Football Game on December 1, 2018, in the 108 section of Bank of America Stadium in Charlotte, NC, access to the Food Lion VIP area at Fan Fest for the winner and one (1) guest which also includes a prize package of premiums, a Food Lion gift card worth \$100 and fully catered buffet dinner for two (2);** approximate retail value ("ARV") \$1,500. The total ARV of all prizes is: \$28,500. **All prizewinners must claim their prize by November 27, 2018.** All entrants are part of the same prize pool. Entrants do not increase their chances of winning by entering by online entry form or by mail.

Game tickets will be at Will Call on the day of the game by 2:00 pm EST. Each winner will check in with security at the VIP tent of the Food Lion Fan Fest booth space on between the hours of 2:00 pm – 6:00 pm to receive two (2) VIP access lanyards and each winner may be accompanied by one (1) guest. Replacement lanyards will not be provided if lost or stolen. VIP access lanyard is good for the Food Lion VIP tent only and will not provide access for the winner and guest to any other area in Fan Fest or in the stadium. **Valid ID in the form of passport or driver's license is required for entry to VIP tent at Food Lion Fan Fest and to receive prize. ID must show name and portrait of winner.** No other forms of ID will be accepted; any winner attempting to gain admittance using forms other than passport or driver's license will be denied entry and prize will be forfeited. No alcohol will be served inside of the Food Lion VIP area tent. A Full catered buffet dinner will be available for each winner and guest during the hours of 3:00 pm – 6:00 pm. Winner and guest are not limited to the number of times they may enter and exit the VIP Food Lion tent area within the Fan Fest timeframe of 2:00 pm – 7:00 pm. The VIP area with Food Lion will not be available for access before or after this allotted timeframe. Food Lion reserves the right to deny access to the VIP tent area if conduct of winner or guest is disruptive and is up to the sole discretion of Food Lion during this timeframe.

No substitution of any prizes offered, no assignment or transfer of a prize to a third party is permitted and non-cash prizes may not be redeemed for cash value, except Sponsor at its sole discretion may substitute a prize of equal or greater value. Odds of winning will depend upon the number of eligible entries received. Any and all applicable federal, state, and local taxes and all fees and any expenses related to acceptance and use of prizes not specifically stated herein are the sole responsibility of the individual prize winner. Sponsor will not replace any lost or stolen prizes. Prizes cannot be used in conjunction with any other promotion or offer. The guest of a Grand Prize Winner must also be 18 years of age or older. Any winners of certificates/vouchers will be subject to the terms and conditions set forth by the provider of the certificate/voucher. Grand Prize winner and guest are solely responsible for all taxes, meals, gratuities, other transportation, and any other expenses not specifically included in this offer.

4. **DRAWING:** Potential Winners will be selected in a random drawing to be conducted on or about **November 21, 2018** from among all eligible entries received, by Sponsor, whose decisions are final in all matters relating to this promotion. Potential Winners will be notified by email, phone, or overnight courier on or about **November 21, 2018.** Except where legally prohibited, Potential Winners will be required to execute and return an Affidavit of Eligibility, Liability & Publicity Release within three (3) days of notification receipt to claim their prize or prize may be forfeited. If a Potential Winner cannot be located after two attempts to contact him/her, or fails to sign and return the Affidavit of Eligibility, Liability & Publicity Release within the

required time period, or if potential Winner and his/her companion cannot attend the specified game, or in the event that a potential Winner is disqualified for any reason, Sponsor will, if time allows, award the applicable prize to an alternate winner, selected by a random drawing from all remaining eligible entries. Only two (2) alternate drawings will be held, after which any remaining prizes will remain un-awarded.

5. **WINNER VERIFICATION:** ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR [AND/OR ADMINISTRATOR], WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.
6. **USE OF INFORMATION:** Information provided by the consumer will be used solely for the purposes of this Sweepstakes and will not be rented, sold, or relinquished to outside solicitors.
7. **GENERAL CONDITIONS:** This Promotion is governed by the laws of the United States. Sponsors and their agents are not responsible for: (i) any printing or other errors in sweepstakes related material (and they reserve the right to correct clerical or typographical errors in such materials); (ii) computer system, network, hardware, software or program malfunctions, or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise, technical failures, or delays, garbled transmissions or miscommunications, telephone transmission problems, (iii) damage to a user's computer equipment (software or hardware in electronic transmissions, lost, interrupted or unavailable network connections, or (iv) for lost, late, illegible, incomplete, damaged, mutilated, stolen, postage due, or misdirected entries, which will be disqualified. Sponsors reserve the right, in their sole discretion, to cancel or suspend and/or modify this Sweepstakes or any part of it, and award the prizes in a random drawing from among all eligible entries received prior to such action, should a cause or causes (including but not limited to any fraud, technical failures or other factors) beyond the reasonable control of Sponsors impair the integrity, administration, security, or proper play of the Sweepstakes. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE ASSOCIATED WITH THIS PROMOTION OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, [the web site,] and/or the legitimate operation of the Sweepstakes; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and (a) modify the Sweepstakes or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.
8. **RELEASE AND LIMITATIONS OF LIABILITY:** By participating in this Sweepstakes, all entrants agree that Sponsor [Administrator] and [its/their] affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, web site providers, web masters, and their respective officers, directors, employees, representatives and agents (the "**Released Parties**") are not responsible for: (i) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in

phone lines or network hardware or software; (iii) unauthorized human intervention in any part of the entry process or the Sweepstakes; (iv) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

ALL ENTRANTS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST ANY AND ALL LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM (i) ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, (ii) ENTRY, OR PARTICIPATION IN THIS PROMOTION OR IN ANY PROMOTION RELATED ACTIVITY (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS (INCLUDING DEATH), OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF INTERNET SITE [*Insert web site*] OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE), OR (iii) ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO TRAVEL CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING www.foodlion.com/MVPVIP, ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

9. **PUBLICITY.** EXCEPT WHERE PROHIBITED BY LAW, WINNERS GRANT TO SPONSOR [AND/OR ADMINISTRATOR] (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), THEIR SUBSIDIARIES, AFFILIATES, RETAILERS, DISTRIBUTORS, ADVERTISING AND PROMOTION AGENCIES, SUPPLIERS, AND THOSE ACTING PURSUANT TO ITS AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, EACH WINNER'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, AND BIOGRAPHICAL INFORMATION FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION. ENTRANTS AGREE THAT SPONSOR SHALL OWN THE ENTRIES, WHICH WILL NOT BE ACKNOWLEDGED OR RETURNED, AND THAT SPONSOR AND ITS DESIGNEES SHALL HAVE THE PERPETUAL, WORLDWIDE RIGHT TO EDIT, PUBLISH, AND USE THE ENTRIES IN ANY WAY AND IN ANY MEDIA FOR TRADE,

ADVERTISING, PROMOTIONAL, AND/OR OTHER PURPOSES AS SPONSOR AND/OR ITS DESIGNEES MAY DETERMINE WITHOUT FURTHER CONSIDERATION TO ENTRANTS OR ANY THIRD PARTY.

10. **DISPUTE RESOLUTION.** Except where prohibited, all entrants further agree that any and all disputes which cannot be resolved between the parties and any 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, in a court of competent jurisdiction in the Commonwealth of Massachusetts and in accordance with the laws of the Commonwealth of Massachusetts (excluding Massachusetts choice of law provisions). Further, in any such dispute, any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorney's fees; under no circumstances will a participant be permitted to obtain awards for, and hereby waives all rights to claim indirect, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, and entrant further waives any right to have damages multiplied or otherwise increased. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.
11. **WINNERS' LIST:** To obtain a winner's list, send a stamped, self-addressed (#10) envelope to: 2018 Food Lion MVP VIP Sweepstakes Winners List Request, 2110 Executive Drive, Salisbury, NC 28147. Winners List requests must be received by December 18, 2018.
12. **SPONSOR:** Food Lion, LLC, 2110 Executive Drive, Salisbury, NC 28147. Food Lion is a registered trademark of DZA Brands, LLC. All other trademarks are the property of their respective owners ©2018 Food Lion, LLC. All rights reserved.

This Promotion is in no way sponsored, endorsed or administered by Dr Pepper Snapple Group® or Red Bull®.

Short Form Rules (if necessary) – for signage etc. not to be used if online only

NO PURCHASE NECESSARY TO ENTER OR WIN. Free alternative means of entry available. See Official Rules in store. Use your Food Lion MVP VIP Card to purchase 1 Dr Pepper® 6-pack, 1/2 liter or 6-pack-16 oz bottles **AND** 1 4-pack, 8.4 oz or larger Red Bull® cans in the same transaction beginning 10/17/18 to get promotion code at Food Lion stores in DE,

DC, GA, KY, MD, NC, PA, SC, TN, VA and WV while supplies last and go to www.foodlion.com/MVPVIP and follow the instructions for entry; **OR** print your name, address daytime & evening telephone numbers and the store location at which you shop on a postcard or 3” x 5” paper and mail to: **The MVP VIP Sweepstakes, 625 Panorama Trail, Suite 2100, Rochester, NY 14625-2437. LIMIT ONE ENTRY PER PERSON OR HOUSEHOLD PER DAY BY ANY MEANS.** Sweepstakes runs from 10/17/18 to 11/13/18. All mail-in entries must be postmarked by 11/13/18 and received by 11/20/18. Limit one entry per outer post-marked envelope. All entries received after valid dates are void and ineligible for prize. **PRIZES AND ODDS OF WINNING:** 19 Grand Prize(s) – 2 tickets for Dr Pepper® ACC Football Championship Game on 12/1/18, access for

Food Lion VIP area at FanFest, Food Lion gift card and dinner for 2 (ARV \$1,500). Total ARV of all prizes is \$28,500. Odds of winning depend upon the number of eligible entries received. **DRAWING:** A random drawing will be conducted on or

about 11/21/18 from among all eligible entries received. Winners will be notified by phone or by mail on or about 11/21/18.

ELIGIBILITY: Open to legal U.S. residents of **DE, DC, GA, KY, MD, NC, PA, SC, TN, VA or WV** 18 years or older at time of entry. Employees, officers and directors (and their immediate family or household members, whether or not related) of Food Lion, LLC, and Dr Pepper Snapple Group® or Red Bull®, and their parents, subsidiaries, affiliates, vendors, advertising, marketing, promotional, judging and fulfillment agencies are not eligible. Void where prohibited, taxed or otherwise restricted by law. All federal, state and local laws and regulations apply. Each winner is solely responsible for all federal, state and local taxes and any other fees and expenses, not specified, associated with prize receipt and use.

GET A COPY OF THE COMPLETE RULES AT THE CUSTOMER SERVICE CENTER.

MINIMUM AD COPY – for signage etc. – not to be used if online only

No purchase necessary. Free alternative means of entry available. Void where prohibited. See Official Rules in store. Legal residents of **DE, DC, GA, KY, MD, NC, PA, SC, TN, VA or WV** 18 or older are eligible. **PRIZES AND ODDS OF WINNING:** Grand Prize - 2 tickets for Dr Pepper® ACC Football Championship Game on 12/1/18 plus FanFest access, gift card, dinner for 2. ARV \$1,500. Total ARV of all prizes is \$28,500. Odds of winning depend on number of eligible entries received. Valid from 10/17/18 to 11/13/18. Sponsored by: Food Lion, LLC. Restrictions apply. See stores for details or go to www.foodlion.com/MVPVIP. Nineteen (19) winners will be chosen.