

Giant Eagle® Summer Grilling Sweepstakes

The Giant Eagle Summer Grilling Sweepstakes (the "Sweepstakes") is subject to these Official Rules except as expressly stated otherwise. **NO PURCHASE NECESSARY TO ENTER OR WIN.** A purchase or payment will not increase your chances of winning. The Sweepstakes is sponsored by Giant Eagle, Inc., 101 Kappa Drive, Pittsburgh, PA 15238 (the "Sponsor").

- 1. Eligibility:** The Sweepstakes is open to legal residents of Pennsylvania, Ohio, Maryland, West Virginia, and Indiana who are at least twenty-one (21) years old at the Sweepstakes start date and have an Internet connection. Winner and guest will be required to provide proof of age prior to admission to the event. Employees and officers of Giant Eagle, Inc., its subsidiaries and affiliates, advertising and promotion agencies and all other entities participating in the design, promotion, marketing, advertising, administration, or fulfillment of this Sweepstakes (the "Sweepstake Parties") and their immediate families and persons living in the same household are ineligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws, rules, and regulations. Void where prohibited. Entrants computer must accept cookies or any similar device used by Sponsor to track entries. See The Sponsor's Privacy Policy at <http://www.gianteagle.com/About/Giant-Eagle-Privacy-Policy1/> for more information about Cookies and privacy.
- 2. Sweepstakes Period:** Sweepstakes begins at 12:00 a.m. Eastern Time ("ET") on May 16, 2019 and ends at 11:59 p.m. ET on July 31, 2019 (the "Sweepstakes Period"). Entries must be received by 11:59 p.m. ET on July 31, 2019, the Sweepstakes end date according to Sponsor's time.
- 3. How to Enter the Sweepstakes: Online entries only.** To enter the Sweepstakes, Entrants must go to gianteagle.com/grilling and complete the on-line entry.

Only one entry per natural person, per day during the Sweepstakes Period. In the event of a dispute as to the identity of a winner, the winner will be deemed to be the person in whose name the e-mail account governing the e-mail address was opened. Any information submitted electronically to Marketdistrict.com will be held subject to Gianteagle.com's privacy policy. Sponsor reserves the right to disqualify false entries or entries suspected of being false and to disqualify any Entrant it finds to be tampering with the entry process or the operation of the Sweepstakes or violating these Official Rules.

- 4. Odds.** Odds of winning a prize depend on the number of eligible entries received. For example, if 1,000 entries are received, then each entry has a 1 in 1,000 chance of winning.

5. **Prizes:** Fifty (50) winners and a guest of his or her choosing will receive an exclusive invitation to a VIP Grilling Experience at the Terrace at Hyatt House in Pittsburgh, Pennsylvania on August 31, 2019 from 5:00 p.m. to 9:00 p.m. Included in the Prize will be:

- One (1) standard hotel room for two (2) people for the night of August 31st;
- The finest grilled entrées and decadent deserts prepared by top Chefs including those from McCormick and the Certified Angus Beef brand;
- Beverages; and
- Live entertainment

The ARV of the Prize is \$800.00. The Total ARV \$40,000.00.

The Prize winners and his/her guest will be responsible for transportation to and from event in Pittsburgh, PA. The Grand Prize winner and his/her guest must be able available on August 31, 2019, which date is subject to change by Sponsor and the venue. ***If the Prize winner cannot attend on the date specified by Sponsor, the Prize will for forfeited and Sponsor will have no obligation to substitute a Prize in place of the forfeit Prize.*** The exact nature of culinary experiences shall be determined by Sponsor at its sole discretion and subject to availability.

6. **Prize Conditions:** No substitution, transfer, or cash redemption of Prize permitted, provided however that Sponsor reserves the right to substitute a prize with another prize of equal or greater value should the advertised prize become unavailable for any reason. Selected Entrant cannot assign or transfer their Prize to another person or business. Each Winner is fully responsible for any and all applicable federal, state, and local taxes (including income and withholding taxes). All costs and expenses associated with the acceptance and use of any Prize not specified herein as being provided, including but not limited to transportation and parking costs, meals, gratuities, and other expenses incurred by accepting the Prize are the sole responsibility of each individual Winner. Purchases of alcohol, tobacco, milk, and prescription drugs are excluded when Giant Eagle gift cards are provided as prizes. If Prize notification or any Prize is returned as undeliverable, Prize will be forfeited, and an alternate Selected Entrant may be selected. Sponsor will not make multiple attempts to contact Selected Entrants. TRANSPORTATION TO/FROM EVENT VENUE IS NOT INCLUDED IN PRIZE.

7. Winner Selection and Notification of Selected Entrant:

On or about August 8, 2019 fifty (50) Entrants will be randomly selected by a representative of Sponsor from among all eligible grand prize entries received during the Sweepstakes Period.

Each randomly selected entrant is a ("Selected Entrant"). Award of any Prize and confirmation of being declared a Winner is contingent upon Selected Entrant's qualification and compliance with these Complete Official Rules. The Selected Entrants will be notified by email in Sponsor's discretion. All Selected Entrants will be required to respond (as directed) within five (5) days of attempted notification. The failure to respond timely to the notification may result in forfeiture of the Prize and, in such case, Sponsor may randomly select an alternate Selected Entrant from among the remaining eligible entries. Each Selected Entrant may also be sent an affidavit of eligibility / liability / publicity release ("Release") and IRS Form W-9. Unless restricted by law, each Selected Entrant will be required to complete and return the Release and W-9 within five (5) days from the date of notification. An alternate Selected Entrant may be randomly selected from among the remaining eligible entries if a Selected Entrant: (i) cannot be reached; (ii) fails to obtain all signatures on the Release or fails to return the documents in a timely manner as required pursuant to these Official Rules; or (iii) cannot accept or receive the Prize for any reason. Selected Entrants will receive instructions on how to claim the Prize within approximately ten (10) days of the date on which the Sponsor receives the completed, signed Release and W-9 from the Selected Entrant (exact timing subject to change). In the event of a dispute about the identity of an Entrant, each entry will be declared made by the authorized account holder of the email address submitted at time of entry.

- 8. Publicity:** By participating in the Sweepstakes, any Entrant in the Sweepstakes, irrevocably grants the Sponsor and their respective successors, assigns and licensees, the right to use such Entrant's, name, likeness, biographical information in any and all media for any purpose, including without limitation, commercial, advertising, and promotional purposes as well as in, on or in connection with the Website or the Sweepstakes or other promotions, and hereby release the Sponsor from any liability with respect thereto, unless prohibited by law.

- 9. General Conditions:** By participating, Entrants agree to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. Any portion of the Sweepstakes may be canceled, suspended, and/or modified, in whole or in part, if in our opinion any fraud, technical failure or other factor beyond our control impairs the integrity or proper functioning of the Sweepstakes. Sponsor reserves the right in its sole discretion to disqualify

any Entrant who is found to be tampering with the entry process or the operation of the Sweepstakes or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten, or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. You may not enter with multiple identities or use any automated system, bot, or other device or artifice to enter or obtain more than the maximum number of qualified entries.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

- 10. Limitations of Liability:** If for any reason an entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, the Entrant's sole remedy is another entry in the same Sweepstakes during the Sweepstakes Period. Selected Entrants also agree to release, discharge, indemnify and hold harmless Sponsor, its respective officers, directors, employees, representatives, and agents (collectively "Releases") from and against any claims, damages, disability, attorneys' fees, and costs of litigation and settlement, as well as any 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: (i) use, redemption, acceptance, possession, ownership, or misuse of any prize, (ii) participation in any activity, event, or excursion offered in connection with the Prize, (iii) use of any facility, service and/or accommodation related to the Prize, or (iv) participation in any Sweepstakes-related activity or participation in this Sweepstakes. The Releases shall not be liable for: (i) late, lost, delayed, misdirected, incomplete unreadable, inaccurate, garbled, or unintelligible entries, communications, or affidavits, regardless of the method of transmission; (ii) telephone system, telephone, or computer hardware, software, or other technical malfunctions, lost connections, disconnections, delays, or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry, or other materials; (iv) any injuries, losses, or damages of any kind caused by the Prize or resulting from acceptance, possession or use of a Prize, or from participation in the Sweepstakes; or (v) any printing, typographical, administrative, or technological errors in any materials associated with the Sweepstakes. Without limiting the generality of the foregoing, Releases are not responsible for computer malfunctions, network connections, email delivery problems, systems failure or incompatibility, typographical, technical,

or key-stroke errors, or interruptions in your internet service, and for incomplete, illegible, misdirected, misprinted, late, lost, damaged, or stolen notifications. In the event Sponsor is prevented from continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, or any federal, state, or local government law, order, or regulation, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the winners from all eligible, non-suspect Submissions received as of the date of the event giving rise to the termination. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

11. Disputes: Disputes regarding these Official Rules and/or this Sweepstakes will be governed by the internal laws of the Commonwealth of Pennsylvania. Decisions of Sponsor are binding and final. In the event of a dispute as to any entry, the authorized account holder of the email address used to conduct a search will be deemed to be the Entrant. No claimant in any dispute involving Sponsor shall be entitled to claim or obtain indirect, punitive, incidental, or consequential damages. Sponsor's failure to enforce any provision in these Official Rules shall not constitute a waiver of that provision.

12. Sweepstakes Results: For Sweepstakes results and/or a copy of these Official Rules, send a hand-printed, self-addressed, stamped envelope to "The Giant Eagle Summer Grilling Sweepstakes," c/o Giant Eagle, Inc., 101 Kappa Drive, Pittsburgh, PA 15238. Requests must be received within 90 days of the Sweepstakes end date.

13. Abbreviated rules: NO PURCHASE NECESSARY. Sweepstakes begins 5/16/19 and ends 7/31/19. Open to legal residents of PA, OH, WV, MD and IN. Must be 21 to enter and win. Winner and guest must verify age prior to claiming the prize. Void where prohibited. Transportation costs, meals, gratuities, and other expenses incurred by accepting the Prize are the sole responsibility of each individual Winner. For complete details see Official Rules at gianteagle.com/grilling.