

**“The GIANT Company LLC In-store Customer Satisfaction Survey” Sweepstakes
OFFICIAL RULES**

THE FOLLOWING SWEEPSTAKES IS INTENDED FOR PARTICIPATION IN THE UNITED STATES ONLY (SPECIFICALLY MD, NJ, PA, VA, AND WV). PLEASE DO NOT SUBMIT AN ENTRY IF YOU DO NOT MEET THE ELIGIBILITY REQUIREMENTS LISTED IN THE “ELIGIBILITY” SECTION BELOW. Void where prohibited by law. Subject to all federal, state and local laws, regulations, and ordinances.

NO PURCHASE OR SURVEY PARTICIPATION NECESSARY TO ENTER OR WIN. A PURCHASE OR SURVEY PARTICIPATION WILL NOT IMPROVE YOUR CHANCE OF WINNING A PRIZE.

- 1. DATES OF SWEEPSTAKES:** “The GIANT Company LLC In-store Customer Satisfaction Survey” Sweepstakes (the “Sweepstakes”) begins at 10:00 a.m. Eastern Standard Time (“EST”) on October 1, 2020 and ends at 11:59 p.m. EST on December 31, 2020 (the “Sweepstakes Period”), subject to entry periods as outlined in the “ENTRY PERIODS” section below. Online Survey computer is the official time keeping device for entering via the Online Survey. Winning a prize is contingent upon fulfilling all requirements set forth herein. All entries received after the Sweepstakes Period for the Online Survey and the received by date for the AMOE (defined below) are ineligible to win.
- 2. SPONSORS:** The GIANT Company LLC, 1149 Harrisburg Pike, Carlisle, PA 17013 (referred to herein as “Giant/Martin’s” or “Sponsor”).
- 3. ELIGIBILITY:** The Sweepstakes is open only to legal residents of Maryland, New Jersey, Pennsylvania, Virginia, or West Virginia who are eighteen (18) years of age or older at time of entry (the “Entrant”). Officers, directors, managers and employees of Sponsor and their parent subsidiaries, affiliates and related companies, dealers, advertising and promotion agencies, including companies providing marketing and market research services to Sponsors, consultants and agents, as well as the immediate family (spouse, parents, siblings and children regardless of where they live) and household members of each such person, and any others engaged in the development, production, execution or distribution of this Sweepstakes, including National Sweepstakes Company, LLC (the “Independent Administrator”) herein (collectively “Sweepstakes Entities”), are not eligible to participate. Sweepstakes is void outside of MD, PA, VA, and WV and wherever else restricted or prohibited by law.
- 4. ENTRY PERIODS:** There are a total of three (3) entry periods (each an “Entry Period”) during the Sweepstakes. There will be one (1) drawing associated with each Entry Period in which a total of five (5) prize winners will be selected per Entry Period. Entry Period dates are as follows:

Entry Period	Entry Period Dates	Postmark Date	Received by Date	Drawing Date
1	October 1, 2020 to October 31, 2020	November 2, 2020	November 9, 2020	November 12, 2020
2	November 1, 2020 to November 30, 2020	December 1, 2020	December 8, 2020	December 11, 2020
3	December 1, 2020 to December 31, 2020	January 2, 2021	January 9, 2021	January 13, 2021

Limit of five (5) entries per person/household per Entry Period, regardless of the method of entry. Non-Winning eligible entries from previous Entry Periods will not carry over to the next Entry Period and will not be considered eligible for subsequent drawings.

5. HOW TO ENTER: There are two (2) ways to enter the Sweepstakes; (a) the Online Survey; or (b) the AMOE. **Regardless of the method of entry, there is a limit of five (5) entries per person/household per Entry Period.**

- a. **Online Survey:** Entrants making a purchase (of any amount) at a participating Giant or Martin's retail location during the Sweepstakes Period and are the recipient of a survey invitation on their cash register receipt will need to log on to www.talktogiant.com (Giant cash register receipt) or www.talktomartins.com (Martin's cash register receipt) (the "Websites") within five (5) days from the cash register receipt date and enter the receipt number found on the cash register receipt from participating Giant/Martin's retail locations in MD, PA, VA, and WV. Then, complete the survey in its entirety and click the "Continue" button. Upon clicking the "Continue" button, Entrant will need to complete the entry form and click "Submit" to receive one (1) entry into the respective Entry Period for the Sweepstakes. Surveys must be completed within five (5) days from the cash register receipt date in order to be eligible. All online Entrants must have access to the Internet prior to the start of the Sweepstakes in order to enter via the Online Survey.
- b. **Alternate Method of Entry ("AMOE"):** To enter the Sweepstakes without purchase and/or taking the Online Survey, Entrant may enter by mail as follows: On a plain 3" x 5" card, legibly handprint or type your first name, last name, street address, city, state, zip code, telephone number (including area code), date of birth and email address (optional), and mail your 3" x 5" card in a business size envelope to: "The GIANT Company LLC In-store Customer Satisfaction Survey", PO Box 456, Newark, NY 14513. To receive an entry via AMOE, the AMOE entry must be postmarked and received by the dates outlined in the "ENTRY PERIODS" section above. Each envelope is considered one (1) entry. Multiple entries submitted in the same envelope are void. No mechanical reproductions will be accepted. Entrant may submit five (5) envelopes for each Entry Period of the Sweepstakes. Proof of sending or submission will not be deemed to be proof of receipt by Sponsors.

Neither Sponsors nor any Sweepstakes Entity are responsible for any entry that is lost, late, misdirected or undeliverable, whether through the mail or due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise. Entries submitted by anyone other than the Entrant are void. Neither the Sponsors, nor Independent Administrator will verify receipt of entries for Entrants. All entries submitted become the sole property of the Sponsors and will not be returned. Sponsors are not responsible for lost, late, misdirected, illegible, damaged or postage-due mailed entries.

Any attempt by an Entrant to obtain more than the stated number of entries by using multiple/different email addresses, and /or any other methods will void that Entrant's entries and that Entrant may be disqualified from the Sweepstakes. In the event of a dispute regarding the identity of an Entrant, who enters by providing an email address, the entry will be assigned to the authorized account holder of the e-mail address submitted on the Entry Form or via the AMOE. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (i.e., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

6. WINNING/ODDS: A drawing will be conducted on or about November 12, 2020 (Entry Period 1), December 11, 2020 (Entry Period 2), and January 13, 2021 (Entry Period 3) in which five (5) prize winners (each a "Prize Winner") will be randomly selected from among all eligible entries received during the respective Entry Period by the Independent Administrator. Odds of winning depend on the number of eligible entries received during the respective Entry Period. Non-winning eligible entries from the previous Entry Period will not carry over to the next Entry Period drawing. By entering the Sweepstakes, Entrants fully and

unconditionally agree to be bound by these Official Rules and the decisions of the Sweepstakes Entities, which will be final and binding in all matters relating to the Sweepstakes.

- 7. PRIZES:** There will be a total of five (5) Prize Winners awarded per Entry Period. Each Prize Winner will receive a \$500 gift card to Giant/ Martin's (the "Prize"). The approximate retail value (the "ARV") of each Prize to be awarded is \$500.00. The total ARV of all Prizes to be awarded per Entry Period is \$2,500.

There is a limit of one (1) Prize per Entrant/household per Entry Period. Prizes are subject to the terms and conditions as outlined on the gift card. Prizes cannot be substituted, assigned, or transferred; except at a Sponsor's sole discretion or as otherwise provided herein. Sponsors reserve the right to substitute the Prize with a prize of comparable or greater value if advertised prize should become unavailable. Sponsors will not replace any lost or stolen Prizes. Prize Winners are solely responsible for any taxes on the prize he/she has received, including but not limited to any and all federal, state and local taxes, if applicable. No more than the stated number of Prizes set forth in these Official Rules will be awarded.

- 8. NOTIFICATION/PRIZE CLAIMS:** Potential Prize Winners will be notified by email, phone, and/or mail on or about two (2) business days after the drawing date for each Entry Period. Except where legally prohibited, potential Prize Winners may be required to execute and return an Affidavit of Eligibility, Liability & Publicity Release within seven (7) business days of notification receipt to claim his/her Prize or Prize may be forfeited. If a potential Prize Winner cannot be reached after two (2) attempts to contact him/her have been made, fails to sign and return the Affidavit of Eligibility, Liability & Publicity Release within the required time period, or is disqualified for any reason Sponsors will, if time allows, award the applicable Prize to an alternate Prize Winner, selected by a random drawing from all remaining non-winning eligible entries received during the respective Entry Period. Only two (2) alternate drawings will be held, after which any remaining Prizes will not be awarded.

- 9. WINNER VERIFICATION:** ALL POTENTIAL PRIZE WINNERS ARE SUBJECT TO VERIFICATION BY SPONSORS [AND/OR INDEPENDENT ADMINISTRATOR], WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A PRIZE WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

- 10. GENERAL CONDITIONS:** This Sweepstakes is governed by the laws of the United States. Sponsors and Sweepstakes Entities 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, and (iii) damage to a user's computer equipment (software or hardware in electronic transmissions, lost, interrupted or unavailable network connections. Should any portion of the Sweepstakes be, in Sponsors' sole discretion, compromised by non-authorized human intervention or other causes which, in the sole discretion of the Sponsors, corrupt or impair the administration, security, fairness or proper submission of entries, Sponsors reserve the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and conduct the Sweepstakes in a manner which in its sole discretion is fair, appropriate and consistent with these Official Rules. Notice of such action by Sponsors will be posted at the Websites. In such event, Sponsors reserve the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsors reserve the right in their sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Sponsors reserve the right to disqualify or reject any incomplete, inaccurate or false entry. **ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY**

SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. SPONSORS FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.

- 11. USE OF INFORMATION:** Information provided by the Entrant will be used solely for the purposes of this Sweepstakes and will not be rented, sold, or relinquished to outside solicitors.
- 12. RELEASE AND LIMITATION OF LIABILITY:** By participating in this Sweepstakes, all Entrants agree that Sponsors and/or Independent Administrator and 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

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 DAMAGE 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 SWEEPSTAKES 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 www.talktogiant.com or www.talktomartins.com 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 INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE WEBSITE AND 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.

- 13. PUBLICITY.** EXCEPT WHERE PROHIBITED BY LAW, PRIZE WINNERS GRANT TO SPONSORS (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSORS), 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 PRIZE 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 SPONSORS SHALL OWN THE ENTRIES, WHICH WILL NOT BE ACKNOWLEDGED OR RETURNED, AND THAT SPONSORS 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 SPONSORS AND/OR ITS DESIGNEES MAY DETERMINE WITHOUT FURTHER CONSIDERATION TO ENTRANTS OR ANY THIRD PARTY.

14. 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 Sweepstakes, 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 Official 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 Sponsors in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

15. WINNER'S LIST/RULES REQUEST: To request a copy of the Official Rules, send a self-addressed, stamped envelope for receipt by January 2, 2021 to "The GIANT Company LLC In-store Customer Satisfaction Survey Rules Request", PO Box 458, Newark, NY 14513. A copy of these Official Rules may also be obtained at www.talktogiant.com/terms or www.talktomartins.com/terms during the Sweepstakes Period. For the names of the Prize Winners please submit a self-addressed, stamped envelope for receipt by February 13, 2021 to "The GIANT Company LLC In-store Customer Satisfaction Survey Winner's List", PO Box 458, Newark, NY 14513.

This Sweepstakes shall not be published without the written permission of the Sponsors.