## SMITHFIELD BREAKFAST FOR A YEAR SWEEPSTAKES AT HARRIS TEETER OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF

**WINNING.** Void where prohibited. Sweepstakes open only to legal residents of Georgia, Delaware, Virginia, Maryland, North Carolina, South Carolina and the District of Colombia who are 18 years of age or older as of February 27, 2019. The SMITHFIELD BREAKFAST FOR A YEAR SWEEPSTAKES AT HARRIS TEETER ("Sweepstakes") is void in all other States and where prohibited, or otherwise restricted by law. Sweepstakes begins at 12:00:00 a.m. Eastern Time ("ET") February 27, 2019 and ends 11:59:59 p.m. ET March 26, 2019 (the "Sweepstakes Period").

**Sponsors:** Harris Teeter, LLC, 701 Crestdale Road, Matthews, NC 28105, and Smithfield Foods, Inc., 200 Commerce Street, Smithfield, PA 23430 (together, the "Sponsors").

## 1. HERE'S HOW TO ENTER:

<u>Purchase with VIC Card</u>: During the Sweepstakes Period, each time you use your Harris Teeter VIC Card at a participating Harris Teeter store you will receive one (1) entry into the Sweepstakes (limit one (1) entry per day per household). A free VIC Card can be obtained upon application at any Harris Teeter store. VIC Cards that are stolen, fraudulent, tampered with or otherwise altered are not eligible for use.

Harris Teeter VIC Card holders can send Entry by Mail: To enter without making a purchase, hand print your name, complete address (including city, state and zip code), VIC Card number, day and evening phone numbers, age, and e-mail address (optional) on a 3" x 5" paper (the "Mail-In Entry") and mail it to: SMITHFIELD BREAKFAST FOR A YEAR SWEEPSTAKES 10555 Newkirk St, Suite 500 Dallas, TX 75220. Customers are limited to one (1) Mail-In Entry per envelope. Only original hand printed Mail-In Entries are eligible. Mechanically reproduced Mail-In Entries will not be accepted. Each Mail-In Entry must be placed in a separate outer-mailing envelope. Any Mail-In Entry received in excess of one per outer-mailing envelope will not be entered into the drawing. Limit one (1) Mail-in Entry per day per household. Mail-in Entries must be postmarked by March 26, 2019 and received by April 2, 2019. All Mail-In Entries become the exclusive property of Sponsors and will not necessarily be acknowledged or returned.

Limit one (1) entry per day, per household regardless of entry method. Any information collected from the Sweepstakes shall be used only in a manner consistent with the consent given by the entrants at the time of entry, with these Official Rules, with the Harris Teeter Privacy Policy found at: <a href="http://www.harristeeter.com/other/privacy\_policy/privacy\_policy.aspx">http://www.harristeeter.com/other/privacy\_policy/privacy\_policy.aspx</a>, and with the Smithfield Foods Privacy Policy found at <a href="http://www.smithfieldfoods.com/privacy-policy">http://www.smithfieldfoods.com/privacy-policy</a>.

2. RANDOM DRAWING/NOTIFICATION: Twenty-Five (25) prize winners will be chosen. Winners will be selected in a random drawing conducted by a Harris Teeter representative on or about April 3, 2019 from among all eligible entries received. All decisions of the Harris Teeter representative shall be final. Odds of winning depend on the total number of eligible entries received from both methods of entry. Potential winners will be notified by telephone, e-mail and/or mail. Potential winners will be required to complete and return an Affidavit of Eligibility, Liability/Prize Acceptance Form and Publicity Release (where applicable) via mail or e-mail within five (5) days of dated notification, or that potential winner will be disqualified and an alternate winner will be selected from the remaining eligible entries. Prize will also be forfeited in the event (i) mail is returned as undeliverable mail without a forwarding address (ii) a telephone notification is not confirmed by a potential winner within forty-eight (48) hours. If applicable, allow up to Six (6) weeks for delivery of prize following completion of notification process. Prize will only be delivered to winner's legal residence which must be within one of the following States: GA, DE, VA, MD, NC, SC or DC.

## 3. PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"):

**Grand Prize:** Twenty (25) Grand Prizes will be awarded consisting of fifty-two (52) coupons, each coupon good for up to \$10.00 toward the purchase of Smithfield® breakfast products. Prize is non-transferable. No substitution, cash redemption, assignment or transfer of prize permitted, except by Sponsors, who reserve the right in its sole discretion to substitute a prize with another prize of greater or equal value. All federal, state and local taxes, if any, related to a prize are the responsibility of the individual winner. Coupons expire December 31, 2020 and are subject to additional terms and conditions as stated on such coupons.

ARV of each Grand Prize: \$380. Any difference between the stated ARV and the actual value will not be awarded. Odds of winning a prize depend on number of eligible entries received. All prizes will be awarded. Prizes returned as undeliverable or otherwise not claimed within three (3) days after delivery of notification may be forfeited and awarded to an alternate winner. Limit one (1) prize per household or address. All prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). ALL FEDERAL, STATE, PROVINCIAL AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER.

**4. GENERAL RULES:** Employees, officers and directors of Harris Teeter, LLC, Smithfield Foods, Inc., and each of their respective parent companies, their affiliates or subsidiaries, and their advertising and promotion agencies and their immediate family members

and/or those living in the same household of each are not eligible. All federal, state and local laws apply. The Sweepstakes is void where prohibited by law. By participating in this Sweepstakes, entrants agree to be bound by the Official Rules and the decisions of the Sponsors. Sponsors are not responsible for any typographical or other error in the printing of the offering, the administration of the Sweepstakes, or the announcement of the prize-winners. Sponsors are not responsible for any damages resulting from the use of prize and make no warranty concerning the characteristics, performance, safety or qualities of the prize.

In the event of noncompliance with the Official Rules, or if the winner cannot be reached at the phone number on the winner's entry form or VIC Card application, the prize will be forfeited and awarded to an alternate winner (in the order drawn).

All Online Entries and Mail-In Entries become the property of Sponsors and will not be returned. Sponsors assume no responsibility or liability for lost, misdirected, misplaced, damaged, illegible, incomplete, late, mutilated or postage-due Mail-In Entries or for any act or failure to act regarding the transmitting, delay or processing of entries or VIC Card applications or for the operation of the VIC Card program and/or www.harristeeter.com, including data loss and/or corruption, computer malfunctions or software errors. To qualify for Main-In Entry, you must provide a valid name and address associated with the applicable VIC card number. VIC Card membership is free and is open to everyone who completes and submits a customer application. Sponsors reserves the right, at its sole discretion, to cancel any part of the "Purchase With VIC Card" entry portion of this Sweepstakes, should the VIC Card program become technically corrupted or otherwise cannot be conducted as originally planned and to select winners from among all eligible Mail-In Entries received.

- 5. CONDUCT: Sponsors reserve the right at their sole discretion to disqualify any individual suspected of tampering with the entry process or the operation of the Sweepstakes; or to be acting in any manner deemed by Sponsors to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsors to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) 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 THAT OR ANY OTHER PROVISION.
- 6. LIMITATION OF LIABILITY AND RELEASE: Harris Teeter, LLC, Smithfield Foods, Inc. and each of their respective parents, affiliates, subsidiaries, advertising and promotion agencies and their employees, officers and directors (collectively, the Promotional Parties") assume no responsibility or liability for, and all entrants agree to release and hold them harmless from and against, any damages, injuries, losses, claims or causes of action of any kind arising from participation in this promotion, the operation of this promotion or the acceptance, possession, use or misuse of the prize. Sponsors may modify and amend these Official Rules as they may appear online from time to time during the Sweepstakes Period for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.
- 7. WINNERS RELEASES: By participating in the Sweepstakes, entrants release the Promotional 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 a play or otherwise participating in any aspect of the Sweepstakes, the receipt, ownership or use of any prize awarded, or while preparing for, participating in or traveling to or from any prize related activity or any typographical or other error in these Official Rules or the announcement or offering of any prize. The winner shall bear all risk of loss or damage to their prize after it has been delivered. The Promotional Parties make no representations or warranties of any kind concerning the appearance, safety or performance of any prize. Except where prohibited by law, by accepting the prize, each winner grants to Sponsors and their respective advertising agencies and promotional partners the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known, the winner's name, voice, statement, picture or other likeness, without additional compensation or consent, for public relations and advertising and promotional purposes as may be determined by Sponsors in their sole discretion.
- **8. OFFICIAL RULES**: In the event there is a discrepancy or inconsistency between statements contained in any Sweepstakes-related materials, and terms and conditions stated in the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsors' sole and absolute discretion. The Official Rules will be available at: http://www.harristeeter.com/promotions/current\_sweepstakes.aspx throughout the Sweepstakes Period.
- <u>9. NAME OF WINNER:</u> For the winner's name, send a self-addressed, stamped envelope to be received by May 4, 2019 to: SMITHFIELD BREAKFAST FOR A YEAR SWEEPSTAKES 10555 Newkirk St, Suite 500 Dallas, TX 75220.