

## 2017 Hellmann's Race in To Win at Harris Teeter Sweepstakes OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER, PARTICIPATE OR WIN. MUST BE A LEGAL RESIDENT OF THE STATES OF NORTH CAROLINA, SOUTH CAROLINA, VIRGINIA, GEORGIA, MARYLAND, DELAWARE OR THE DISTRICT OF COLUMBIA AND MUST BE AT LEAST 18 YEARS OLD AS OF THE DATE OF ENTRY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

1. SWEEPSTAKES PERIOD. The 2017 Hellmann's Race in To Win at Harris Teeter Sweepstakes (the "Sweepstakes") begins at 12:01 a.m. Eastern Time ("ET") on August 23, 2017 and ends at 11:59 p.m. ET on September 5, 2017 (the "Sweepstakes Period").
2. SPONSOR. Harris Teeter, LLC, 701 Crestdale Road, Matthews, NC 28105 and Conopco, Inc. d/b/a Unilever, 700 Sylvan Avenue, Englewood Cliffs, NJ 07632 (the "Sponsor").
3. ADMINISTRATOR: Bulldawg Marketing, Inc., 115 Eastbend Court, Mooresville, NC 28117 (the "Administrator").
4. ELIGIBILITY : The Sweepstakes is open only to legal residents of the states of North Carolina, South Carolina, Virginia, Georgia, Maryland, Delaware and the District of Columbia who are at least 18 years old as of the date of entry. Employees, directors, officers, agents, representatives and their immediate family members (including spouses, siblings, parents and children) and household members (whether related or not) of Harris Teeter Supermarkets, LLC ("Sponsor"), NASCAR, Inc., JR Motorsports, LLC, any Dale Earnhardt, Jr. affiliated entity, Administrator, or any of their respective parent companies, subsidiaries, affiliates, and any prize provider or other companies involved in the design, implementation and execution of the Sweepstakes (the "Sweepstakes Partners") are not eligible to participate in the Sweepstakes. Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void outside of North Carolina, South Carolina, Virginia, Georgia, Florida, Maryland, Delaware and the District of Columbia and where prohibited or restricted by law.
5. AGREEMENT TO OFFICIAL RULES: By entering the Sweepstakes, you fully and unconditionally agree to be bound by and accept all terms of these Official Rules and the decisions of Sponsor and Administrator (including decisions with respect to the selection of winners and the interpretation of these Official Rules), which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all of the requirements set forth herein.
6. HOW TO ENTER: There are two (2) ways to enter:
  - a. USING YOUR HARRIS TEETER VERY IMPORTANT CUSTOMER ("VIC") CARD: During the

Sweepstakes Period, use your Harris Teeter VIC Card at a participating Harris Teeter store and purchase any product to automatically receive one (1) entry into the Sweepstakes. If you do not have a VIC Card, you may apply for a free card at any Harris Teeter store. Cards are free, and no purchase is necessary to obtain a Harris Teeter VIC Card.

Sponsor, Administrator and the Sweepstakes Partners are not responsible for any incorrect or inaccurate capture of VIC card entry information, including, but not limited to, technical malfunctions, human or technical error, printing errors, lost/delayed/garbled data or transmission, omission, interruption, deletion, defect or failures of any telephone or computer line or network, computer equipment, software or any combination thereof. Sponsor, Administrator and the Sweepstakes Partners are not responsible for electronic network, scanner or computer hardware or software malfunction and/or transmission failure, loss or delayed or corrupted data transmissions, or any technical or human failures, errors or difficulties of any kind.

- b. **MAIL ENTRY:** On a plain 3" x 5" piece of paper or index card, print your first and last name, street address (no P.O. Boxes), city, state, zip code, day and evening phone numbers (including area codes), e-mail address, date of birth, and the card number of your Harris Teeter VIC card. If you do not have a Harris Teeter VIC Card, you may apply for a VIC card at any Harris Teeter store location. Cards are free and no purchase is necessary to obtain a VIC Card. Mail your entry in a hand-addressed, stamped #10 envelope with sufficient postage to:

Harris Teeter, LLC

Attn: 2017 Hellmann's Race In To Win at Harris Teeter PO Box 10100  
Matthews, NC 28106

All mail-in entries must be post-marked by September 6, 2017 and received by September 11, 2017. Proof of sending is not proof of receipt. All mail-in entries become the property of Sponsor and will not be acknowledged or returned. Each mail-in entry must be placed in a separate outer-mailing envelope and must be mailed separately. Any mail-in entry received in excess of one per outer-mailing envelope will not be entered in the Sweepstakes and will be discarded. Sponsor, Administrator and the Sweepstakes Partners are not responsible for lost, late, illegible, garbled, incomplete, postage due, damaged or misdirected entries. False or deceptive entries or acts will render the entrant ineligible. Mail-in envelopes other than a #10 envelope will be automatically disqualified.

**LIMIT ONE ENTRY PER PERSON PER DAY DURING THE SWEEPSTAKES PERIOD REGARDLESS OF METHOD OF ENTRY.**

7. **WINNER SELECTION AND ODDS OF WINNING:** Eligible entries received during the Sweepstakes Period will be entered into a random drawing for a chance to win one of the prizes described in Section 8 below. The drawing will be conducted by Sponsor on or about September 13, 2017 among all eligible entries received during the Sweepstakes Period which ends on September 5, 2017. **THE ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED AND ARE THE SAME REGARDLESS OF METHOD OF ENTRY. LIMIT ONE PRIZE PER HOUSEHOLD.** No more than the advertised number of prizes will be awarded.

8. **PRIZES:** The prizes for this Promotion consist of the following:

Ten (10) Second Place Prizes will be awarded, with each prize consisting of the following: reusable shopping totes and a \$25 Harris Teeter Gift Card. (each a "Second Place Prize"). Approximate Retail Value ("ARV") of each Second Place Prize: \$75. Total ARV of all Second Place Prizes: \$750

Five (5) First Place Prizes will be awarded, with each prize consisting of the following: two (2) grandstand tickets to the stockcar race in Charlotte, NC on Sunday, October 8, 2017 and a signed hero card by Dale Earnhardt Jr. (each a "First Place Prize"). Approximate Retail Value ("ARV") of each First Place Prize: \$200. Total ARV of all First Place Prizes: \$1000

One (1) Grand Prize will be awarded, with such prize consisting of the following: a VIP trip for two (2) to Charlotte, NC, consisting of 4 days/3 nights' hotel accommodations; round trip, coach class air transportation for two (2) from the major metropolitan airport closest to the Prize Winner's residence and the Charlotte Douglas International Airport; three hundred dollars (\$300) spending cash; two (2) grandstand tickets and two (2) cold-pass credentials to the stockcar race in Charlotte, NC on Saturday, October 7, 2017; a guided garage tour and a meet and greet with Dale Earnhardt Jr. on Saturday, October 7, 2017 and two (2) grandstand tickets to the stockcar race in Charlotte, NC on Sunday, October 8, 2017. ("Grand Prize"). ARV of the Grand Prize: \$3,638. Air transportation and accommodations are SUBJECT TO AVAILABILITY and shall be determined by Sponsor in its sole discretion. The Grand Prize does not include any ground transportation to and from prize locations; all ground transportation arrangements, costs and expenses shall be the sole responsibility of the Grand Prize winner and their guest. Grand Prize winner is also solely responsible for all taxes, tips, gratuity, meals, service charges or any other service or item not specifically described above.

The Grand Prize, First Place Prizes, and Second Place Prizes constitute the "Prizes". Total ARV for all Prizes: \$5388.00

**All expenses and travel costs incurred as a result of seeking or winning a prize are the sole responsibility of winner. Any expense or cost not expressly stated in the description of the prizes set forth above is the sole responsibility of the winner.**

9. WINNER NOTIFICATION: Potential winners will begin to be notified by telephone (at the phone numbers listed on the winning entries) within approximately three (3) business days following the date of the random drawing described in Section 7 above. If a potential winner cannot be contacted or does not answer the phone upon the first attempted communication by Administrator, if any potential winner rejects his/her prize, or in the event of non-compliance with these Official Rules, such potential winner will forfeit the prize and Administrator will select an alternate winner from among all remaining eligible entries. Upon forfeiture of any prize, no compensation will be given. Potential winners will be required to sign and return, where legal, an Affidavit of Eligibility and Liability/Publicity Release within 3 business days of days of notification that he/she is a potential winner. No potential winner will be an official winner until his/her Affidavit of Eligibility and Liability/Publicity Release has been returned and eligibility has been formally verified by Sponsor and/or Administrator. Winners' guests will also be required to sign, have notarized and return an Affidavit of Eligibility and Liability/Publicity Release (where legal) within the time period indicated on the winner notification
  
10. ADDITIONAL TERMS: Sponsor reserves the right to substitute a Prize of the same or approximate retail value. No cash substitutions will be allowed. Prizes are non-assignable and non-transferable. **All applicable federal, state or local taxes and any expenses or costs incurred in connection with or incidental to receipt or use of any Prize, including but not limited to taxes, tips, gratuity, meals, service charges, transportation, accommodations, meals, or any other service or item not specifically described in the Prize descriptions above, are the sole responsibility of each Winner. Sponsor and the Sweepstakes Partners shall not be responsible or liable for any such expenses or charges incurred by any winner in connection with the receipt or use of any prize.** Each prize shall be awarded "as is" with no guarantees or warranties, either express or implied. Sponsor makes no representations or warranties in connection with the Sweepstakes or any prize and EXPRESSLY DISCLAIMS ALL WARRANTIES AND RIGHTS IMPLIED BY STATUTE OR OTHERWISE, INCLUDING WARRANTIES AND RIGHTS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, to the maximum extent permitted by law. Prizes must be used on dates specified by Sponsor and/or Administrator or s u c h prize will be forfeited; dates are subject to change at the sole discretion of Sponsor. Sponsor is not responsible if any event is delayed, postponed or cancelled for any reason. If for any reason the any event included as part of any prize is cancelled, the remaining portions of the prize will be awarded, and Sponsor and the Released Parties shall have no further liability or obligation to the Prize Winners and their guests. Sponsor and the Sweepstakes Partners are not responsible and shall not be liable if any Prize is declined or undeliverable. Sponsor reserves the right to modify, suspend, extend or cancel the Sweepstakes (with or without notice) at any time in Sponsor's sole discretion, and may, but is not required to, substitute another Sweepstakes in its

place. Sponsor further reserves the right to amend or change these Official Rules at any time, in Sponsor's sole discretion. Sponsor and the Sweepstakes Partners shall not be responsible for any limitations that prevent a Prize Winner or the Prize Winner's guest, as applicable, from accepting or using any awarded Prize. The failure of Sponsor or the Sweepstakes Partners to comply with any provision of these Official Rules due to an act of God, act of domestic terrorism, hurricane, war, fire, riot, earthquake, act of public enemies, actions of governmental authorities outside of the control of such parties (excepting compliance with applicable codes or regulations) or other force majeure events will not be considered a breach of these Official Rules.

11. **PUBLICITY AND PRIVACY:** By entering the Sweepstakes, winners and guests consent to the use of their name, address (city and state), likeness and photograph, and/or any statements made by winner or guest regarding the Sweepstakes or Sponsor for purposes of advertising, marketing and promotion of Sponsor, the Sweepstakes Partners and the Sweepstakes without notice or additional compensation, except where prohibited by law. Information collected from entrants through the Sweepstakes is subject to Sponsor's privacy policy. By entering the Sweepstakes, you agree to the use of your personal information as described in such privacy policy which can be found at <http://www.unileverprivacypolicy.com> .
12. **RELEASE OF LIABILITY:** By entering the Sweepstakes, each entrant releases and discharges Sponsor, Administrator, the Sweepstakes Partners, NASCAR, Inc., any prize provider, and any other party associated with the development or administration of this Sweepstakes, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, the "Released Entities"), from any and all liability whatsoever in connection with this Sweepstakes, including without limitation any and all claims, costs, injuries, losses, damages , demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction or property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"), and each Prize Winner releases and discharges the Released Entities from any and all Claims in connection with the administration of this Sweepstakes and the use, misuse, or possession of any Prize. To the fullest extent permitted by law, each Prize Winner shall indemnify and hold harmless the Released Entities from any claims or damages for bodily injury, sickness, disease or death or from any claims for damage to tangible property. This indemnification shall extend to claims resulting from use of the Prizes and shall apply to the extent that the claim or loss is caused in whole or in part by any negligent act or omission of each Prize user or owner.
13. **DISCLAIMERS.** (i) Entries that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at Sponsor's servers or elsewhere, will not be eligible. In the event of a dispute, VIC Card entries will be deemed submitted by the VIC Card authorized account holder used at the time of entry, as applicable. "Authorized account holder" is defined as the natural person who is the owner and authorized user of a VIC Card. (ii) Sponsor and/or Administrator, in their sole

discretion, reserve the right to disqualify any person tampering with the entry process. Use of bots or other automated process to enter is prohibited and may result in disqualification at the sole discretion of Sponsor and/or Administrator. (iii) Sponsor further reserves the right to cancel, terminate or modify the Sweepstakes if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort. (iv) The Released Entities are not responsible for errors in the administration or fulfillment of this Sweepstakes, including without limitation mechanical, human, printing, distribution or production errors, and may modify or cancel this Sweepstakes based upon such error at its sole discretion without liability. (v) THE RELEASED ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS SWEEPSTAKES OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. (vi) CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

14. **APPLICABLE LAWS AND JURISDICTION.** This Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of North Carolina. All disputes arising out of or connected with this Sweepstakes will be resolved individually, and without resort to class action, exclusively by a state or federal court located in North Carolina. All entrants and Prize Winner(s) consent to the jurisdiction and venue of the courts located in the State of North Carolina. Should there be a conflict between the laws of North Carolina and any other laws, the conflict will be resolved in favor of the laws of North Carolina. All judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Sweepstakes and shall not include any indirect, punitive, incidental and/or consequential damages, and each entrant and Prize Winner further waives any and all rights to have damages multiplied or otherwise increased.
15. **WINNER'S LIST:** To obtain a list of winners, send a self-addressed, stamped envelope with sufficient postage to Bulldawg Marketing, Inc., Attn: 2017 Hellmann's Race in To Win at Harris Teeter Sweepstakes Winner's List, 115 Eastbend Court, Mooresville, NC 28117. All requests for a winners list must be postmarked by November 1, 2017 and received by November 7, 2017.

NASCAR® is a registered trademark of the National Association of Stock Car Auto Racing, Inc.

**THIS SWEEPSTAKES IS NOT SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, NASCAR, INC., JR MOTORSPORTS, LLC, OR DALE EARNHARDT JR. BY ENTERING THE SWEEPSTAKES, YOU AGREE TO RELEASE NASCAR, INC., JR MOTORSPORTS, LLC, AND DALE EARNHARDT JR. FROM ANY POTENTIAL LIABILITY IN CONNECTION WITH YOUR ENTRY AND PARTICIPATION IN THE SWEEPSTAKES.**

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