

## **BOYER'S "70<sup>th</sup> ANNIVERSARY GREAT GIFT CARD GIVEAWAY" OFFICIAL RULES**

Please read the Official Rules and Regulations ("Official Rules") of the "70<sup>th</sup> ANNIVERSARY GREAT GIFT CARD GIVEAWAY" ("GIVEAWAY"). You must agree to accept and comply with the Official Rules to participate in the GIVEAWAY. By entering the GIVEAWAY, you agree to these Rules.

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. THE ODDS OF WINNING DEPEND UPON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED DURING THE GIVEAWAY PERIOD.**

1. **Dates:** This GIVEAWAY is valid from 5/26/2019, 12 AM EST, through 6/22/2019, 11:59 PM EST ("GIVEAWAY Period").
2. **How To Enter:** Visit <https://www.boyersfood.com/greatgiftcardgiveaway/> and fill out the Entry Form ("Entry") with all required information according to the instructions. Normal Internet access and usage charges imposed by your online service will apply. It is your sole responsibility to notify the Main Sponsor if you change your email address ("Address"). By entering via this method, entrants understand they are submitting their information to Boyer's Food and agree to look solely to Boyer's Foods with any comments or issues. Entrants agree that their name will be added to the Boyer's email list for future correspondence. Limit one (1) Entry per person per email address for the GIVEAWAY Period.
3. **Eligibility:** This GIVEAWAY is open to legal residents of the United States and D.C. (excluding, without limitation, residents of Puerto Rico and other U.S. territories) who are 18 years of age (or age of majority in his or her state) and older at the time of entry. Employees, directors, officers and their immediate families (spouse, parents, children, siblings, and each of their spouses regardless where they live) or members of household of Boyer's Food Markets, Inc. ("Boyer's"), subsidiaries, advertising, design, print production and publicity agencies and anyone connected with the production and distribution of this GIVEAWAY (collectively the "GIVEAWAY Entities"), are not eligible to enter or be awarded a prize.
4. **Sponsor:** Boyer's Food Markets, Inc., 301 South Warren Street, Orwigsburg, PA 17961 ("Main Sponsor"). GIVEAWAY Coordinator - Weber Advertising & Marketing, Inc., 533 Janet Avenue, Lancaster, PA 17601.
5. **Winner Selection:** A random drawing will be held by Main Sponsor on or about 6/23/2019, from among all eligible entries received, Decisions of Main Sponsor are final. The Potential Prize Winners will be notified via email on or about 6/30/2019 and will have 48 hours to respond. If a Potential Prize Winner does not reply within allocated time, does not accept prize, or is found to be ineligible or not in compliance with these Official Rules, such prize will be forfeited and may be awarded to an alternate Winner, time permitting. Odds of winning will depend upon the total number of eligible Entries received. Limit one (1) prize per person.
6. **Prizes and Approximate Retail Values ("ARV"):** Boyer's Foods will be awarding:
  - 1 - Grand Prize - \$500 Boyer's Gift Card
  - 5 - \$100 Gift Cards
  - 6 - \$50 Gift Cards
  - 9 - \$25 Gift Cards
  - 49 - \$10 Gift Cards
7. **Taxes:** Taxes are the sole responsibility of each Winner. All expenses not stated herein are the sole responsibility of each Winner. An IRS form #1099 may be issued to the Grand Prize Winner.

8. **General Rules:** GIVEAWAY administration, winner selection and prize claim verification and fulfillment will be conducted by Main Sponsor. By Participating in this GIVEAWAY, Prize Winners agree to be bound by these Official Rules and the decisions of the Main Sponsor, whose decisions are final. All materials submitted become the sole property of the Main Sponsor and will not be returned. Email addresses submitted for this GIVEAWAY will be added to the Main Sponsor's Email Distribution list. Return of any prize/prize notification as undeliverable will result in disqualification and an alternate will be selected. In the event Prize Winner is less than the age of majority in his/her state of residence, all required documents must be signed by the individual's parent/legal guardian on his/her behalf. Sponsor reserves the right to cancel/terminate, modify or suspend the GIVEAWAY if in Main Sponsor's sole determination it believes that the integrity of the GIVEAWAY has been, or could be, compromised or that the GIVEAWAY is not capable of running as planned or fairly, including, but not limited to, fraud or force majeure or any other causes beyond Main Sponsor's control. By entering this GIVEAWAY, a participant explicitly releases, discharges and holds harmless the GIVEAWAY Entities, their successors, estates and assigns and all their respective shareholders, directors, officers and employees, one and all, from any and all liability, actions, causes of action, damages, actual, incidental or consequential, claims and demands whatsoever in law or equity, including all "costs", which he/she now has or may acquire, by reason of any personal injury, death, loss of or damage to property, or any reason, occurring during or arising out of his/her participation in the GIVEAWAY and the acceptance and use or misuse of a prize. By accepting a prize, the Winner waives the right to 1) assert as a cost of winning the prize any and all costs of verification and redemption or travel to redeem said prize, and 2) claim any liability (including attorney's fees and costs) which might arise from redeeming or seeking to redeem said prize (including any travel related thereto). The right to receive a prize is non-assignable and non-transferable and no prize substitution, exchange or case equivalent will be allowed except by Main Sponsor who reserves the right to substitute a prize (or portion of prize) of equal or greater value in case of unavailability of a prize or force majeure.
9. **Severability:** GIVEAWAY void where prohibited. If any provision of this GIVEAWAY shall be deemed to violate any federal, state or municipal law, it shall be amended to conform to such law and all other provisions shall remain in full force and effect. All federal, state and local laws and regulations apply.
10. **No Reproduction:** This offer may not be reproduced, reprinted or published elsewhere in any format without the written permission of the Main Sponsor.
11. **Publicity Rights:** Acceptance of a prize constitutes permission to use a Winner's name, town and state, voice and likeness and any and all identifying characteristics including, but not limited to, the taking of photographs and/or videos by Main Sponsor's photographer/videographer for publicity purposes, in perpetuity, without further consent or compensation, unless prohibited by law, and Winner agrees to execute any and all documents requested by Main Sponsor to convey such rights to own all the results thereof. Nothing contained herein shall be deemed to obligate Main Sponsor to make use of any of the rights granted herein and Winner waives any right to inspect or approve any such use of any and every nature and kind.
12. **Limitations of Liability:** The Main Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction nor unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer hardware or software malfunctions or limitations of any

kind, or inaccurate transmissions of or failure to receive entry materials by Main Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. Any person attempting to damage any website, defraud or in any way tamper with the GIVEAWAY will be ineligible for any prize and may be prosecuted to the full extent of the law. The Main Sponsor shall not be responsible for technical, pictorial, typographical or editorial errors or omissions in any marketing materials or their Official Rules, Entrant agrees that any and all disputes, claims, and causes of action arising out of or connected with this GIVEAWAY or any prizes awarded and all issues and questions concerning the validity, interpretation and enforceability of these Official Rules shall be resolved individually, without resort to any form of class action, and exclusively in a court of competent jurisdiction sitting in Orwigsburg, Pennsylvania. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this GIVEAWAY and never shall include consequential, incidental or punitive damages, and in no event attorneys' fees. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

13. **Winner Name(s):** The names of the Prize Winners will be posted on or about 6/30/2019, at [www.facebook.com/boyersfoodmarkets/](http://www.facebook.com/boyersfoodmarkets/)