

18 MZ Associated SLC Q2 S'mores
5/14/18 – 7/7/18
Loyalty Card & Online entry

2018 NABISCO – S'MORES SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

OPEN TO LEGAL RESIDENTS OF UTAH, ARIZONA, IDAHO, COLORADO, MONTANA, NORTH DAKOTA, OREGON, NEVADA AND WYOMING, 18 YEARS OF AGE AND OLDER ONLY

1. HOW TO ENTER: The Associated Food Stores “S’mores” Sweepstakes (the “Sweepstakes”) sponsored by Mondelēz Global LLC (the “Sponsor”) begins on 5/14/18 and ends on 7/7/18 (the “Sweepstakes Period”). **1.)** During the Sweepstakes Period, each time you purchase one (1) S'MORES Box using your Rewards account in a single transaction, you will receive one (1) entry in the Sweepstakes. If you do not have a Rewards account you may sign up for a free account at the Customer Service desk. **OR 2.)** Log on to <http://maceys.com/terms>, <http://dansfoods.com/terms>, <http://dicksmarket.com/terms>, <http://linsgrocery.com/terms>, <http://freshmarketstores.com/terms>, <http://petersonsfreshmarket.com/terms>, <http://davisfoodanddrug.com/terms>, <https://www.stewartsmarketplace.com/shop/home>, <http://kentsgrocery.com/terms>, <http://kamasfoodtown.com/terms>, <http://daysmarket.com/>, <http://stokesmarket.com/terms>, <http://blairsmarket.com/terms>, <http://clintonmarket.net/terms>, <http://happydons.com/terms>, <http://khourysmarket.com/terms>, <https://leesmarketplace.com/terms>, <http://thestoreutah.com/terms> OR <http://broulins.com/terms>. (collectively, “the Websites”), click on the icon for the NABISCO – S’mores Sweepstakes and follow the on-screen entry instructions. You may return to the Websites to enter again on subsequent days during the Sweepstakes Period.

Limit one (1) entry per person/email address per day, regardless of method of entry. Use of any robotic, automatic, programmed or similar entry method to enter, or the photo of more than one (1) entry per person or email address in a single day will void all such entries and result in disqualification of the entrant and his/her email address. Entries made via entry methods 1.) and 2.), above, must be received by 11:59:59 p.m. Pacific Time on 7/7/18.

Sponsor is not responsible for late, incomplete, invalid, unintelligible, illegible entries, and such entries will be disqualified. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes at any time.

2. ELIGIBILITY: The Sweepstakes is open to legal residents of Utah, Arizona, Idaho, Colorado, Montana, North Dakota, Oregon, Nevada and Wyoming, 18 years of age and older as of the date of entry, except for officers, directors, and employees of Mondelēz Global LLC (“Sponsor”), Associates Food Stores (“Retailer”), their respective affiliates, subsidiaries and agencies involved in this Sweepstakes (collectively “Promotion Parties”), and members of the immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above. Sweepstakes is void outside the States listed above and where prohibited.

3. RANDOM DRAWING: Winners will be selected in a random drawing on or about 7/13/18 from among all eligible entries received through all entry methods combined. Drawing will be conducted by Retailer. Odds of winning will depend upon the number of eligible entries received through all entry methods combined. Winners will be notified by e-mail/mail and/or telephone and may be required to sign and return an Affidavit of Eligibility, Release of Liability and a Publicity Release within five (5) days of attempted delivery or prize will be forfeited and an alternate winner selected in a random drawing from among the remaining entries. The return of any prize/prize notification as undeliverable or a potential winner's failure to comply in any way with these Official Rules may result in disqualification and an alternate winner may be selected in a random drawing from among the remaining entries.

4. PRIZES/APPROXIMATE RETAIL VALUES (ARVs): THREE (3) Prizes are available to be awarded. Each prize consists of one (1) Outdoor movie set which includes projector & screen, one (1) grill set, one (1) Bluetooth/wireless speakers, one (1) S'mores box and a \$20 credit to your Rewards account. Approximate Retail Value ("ARV"): \$500.00. **TOTAL ARV OF ALL PRIZES:** \$1,500.00. Limit one prize per family/household. No substitution or transfer of prize permitted by winner. Sponsor reserves the right to substitute a prize of equal or greater value if the advertised prize becomes unavailable.

5. GENERAL RULES: All income taxes resulting from acceptance of prize are the responsibility of each winner. By entering sweepstakes, entrant accepts and agrees to these Official Rules and the decisions of Retailer, which shall be final in all matters. By accepting a prize, each winner agrees to hold Promotion Parties, their respective affiliates, directors, officers, employees and assigns harmless against any and all claims and liability arising out of use or redemption of prize. Acceptance also constitutes permission to the Promotion Parties to use winner's name, likeness and limited biographical information for marketing purposes without further compensation or right of approval, unless prohibited by law. Promotion Parties are not responsible for: (i) electronic transmissions or entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, or not received by Sponsor for any reason; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries, or for deletion, theft or destruction of, unauthorized access to, or alteration of, entries; (iii) failed or unavailable hardware, network or software; (iv) causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes; (v) any entries submitted in a manner that is not expressly allowed under these Official Rules (all such entries will be disqualified); (vi) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Sweepstakes; (vii) any typographical or other error in any printing or advertising relating to the Sweepstakes, in the administration or execution of the Sweepstakes, or in the announcement of any prize winner; or (viii) cheating or fraud by any participant. If, in Sponsor's opinion, there is any suspected evidence of tampering with any portion of the Sweepstakes, or if technical difficulties compromise the integrity of the Sweepstakes in the Sponsor's opinion, the Sponsor reserves the right to modify or terminate the Sweepstakes in a manner deemed reasonable by the Sponsor, at the Sponsor's sole discretion. If terminated, the prizes will be awarded in a random drawing from among all eligible, non-suspect entries received as of the time/date of termination. In the event a dispute arises as to the identity of a potentially winning online entrant, entry will be declared made by the person named on the online entry form (and such person must comply with these Official Rules). This Sweepstakes is subject to all applicable federal and state laws and regulations.

6. WAIVER/DISPUTES/VENUE/SEVERABILITY: By entering this Sweepstakes, participants waive all rights to claim punitive, incidental and consequential damages, attorneys' fees or any damages

other than actual out-of-pocket costs incurred to enter, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO APPLICABLE PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules (whether of the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.

By participating, each entrant (or his/her parent or legal guardian if entrant is a minor) agrees that any and all disputes, claims and causes of action arising out of, or connected with, this Sweepstakes or any prize shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal, state or local court located in Morris County, New Jersey.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, or made by any representative of Sponsor or Retailer, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

The invalidity or unenforceability of any provision of these Official 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 Official 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.

7. ENTRANTS' PRIVACY: Any personally identifiable information collected in connection with an entrant's participation in this Sweepstakes will be used by Sponsor, Retailer and their respective affiliates, agents and marketers only for purposes of the proper administration and fulfillment of the Sweepstakes, as described in these Official Rules, and in any manner consistent with Sponsor's or Retailer's Privacy Policies, available <http://maceys.com/terms>, <http://dansfoods.com/terms>, <http://dicksmarket.com/terms>, <http://linsgrocery.com/terms>, <http://freshmarketstores.com/terms>, <http://petersonsfreshmarket.com/terms>, <http://davisfoodanddrug.com/terms>, <https://www.stewartsmarketplace.com/shop/home>, <http://kentsgrocery.com/terms>, <http://kamasfoodtown.com/terms>, <http://daysmarket.com/>, <http://stokesmarket.com/terms>, <http://blairsmarket.com/terms>, <http://clintonmarket.net/terms>, <http://happydons.com/terms>, <http://khourysmarket.com/terms>, <https://leesmarketplace.com/terms>, <http://thestoreutah.com/terms> OR <http://broulims.com/terms>.

8. WINNERS' LIST: For a winners' list, send a self-addressed, stamped envelope to: **ASSOCIATED FOOD STORES S'MORES SWEEPSTAKES** Winners' List, 1850 West 2100 South Salt Lake City, UT 84119 by 8/13/18.

SPONSOR: Mondelēz Global LLC, East Hanover, NJ 07936.

All trademarks used herein are the property of their respective owners.

ONLINE

NO PURCHASE NECESSARY. Open to legal residents of UT, AZ, ID, CO, MT, ND, OR, NV and WY, 18 years of age and older. Void elsewhere and where prohibited. For Official Rules including free entry methods, visit <http://maceys.com/termsconditions>. Sweepstakes ends 7/7/18. Sponsor: Mondelēz Global, LLC.