

Big Y/NABISCO Holiday Giveaway

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE THE ELIGIBLE STATES DESCRIBED BELOW AND WHERE PROHIBITED BY LAW.

This Giveaway is in no way sponsored, endorsed or administered by, or associated with, Facebook. Facebook is not affiliated with the Sponsor in any way.

1. **How to Enter:** You must have a personal, publicly viewable Facebook account to enter. If you are not already a registered Facebook user, you may sign up for a free Facebook account at Facebook.com. Your Facebook account may not be a shared or corporate account.

Between December 2, 2020 at 12:01 am Eastern Time (“ET”) and December 13, 2020 at 11:59 pm ET (the “Giveaway Period”), visit Big Y’s Facebook page @bigyworldclassmarket, look for the Big Y/NABISCO Holiday Giveaway designated post for each day. That post will include a link to enter:

- Day 1: <https://woobox.com/hvsbsk>
- Day 2: <https://woobox.com/dsrkg9>
- Day 3: <https://woobox.com/x6o3oi>
- Day 4: <https://woobox.com/ybxvfr>
- Day 5: <https://woobox.com/xpqarx>
- Day 6: <https://woobox.com/yauc3z>
- Day 7: <https://woobox.com/au69wf>
- Day 8: <https://woobox.com/ypcw7j>
- Day 9: <https://woobox.com/4okx4y>
- Day 10: <https://woobox.com/trmqxe>
- Day 11: <https://woobox.com/r9k33y>
- Day 12: <https://woobox.com/ark5yw>

Follow all prompts and instructions to complete and submit your entry. Limit one entry per person **per day** for the entire Giveaway Period. Entries submitted via link will be deemed made by the authorized account holder, at the time of entry, of the e-mail address submitted. “Authorized account holder” is defined as the natural person who is assigned to an e-mail address by an internet provider, online service provider or organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. In the event of a dispute, the winner may be required to provide proof that he/she is the authorized account holder of the e-mail address

associated with the winning entry.

2. **Sponsor:** Mondelēz Global LLC, 100 Deforest Avenue, East Hanover, NJ 07936
3. **Eligibility:** The Giveaway is open only to legal residents of CT, MA, NH, NY, RI & VT (the “Big Y Territory”) who are 18 years of age or older at time of entry. The Giveaway is void outside of the “Big Y Territory” and where prohibited by law. Employees, officers and directors of Big Y Food, Inc., Mondelēz Global LLC, HMT Associates Inc. (collectively, the “Giveaway Entities”), their respective parent companies, affiliates, subsidiaries, authorized agents, sales representatives, distributors, advertising and promotion agencies, anyone associated with the development, implementation or execution of this Giveaway, 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 are NOT eligible to participate in this Giveaway.

Big Y/NABISCO Holiday Giveaway is subject to all applicable state, federal and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Giveaway.

Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules.

4. **Selection of Winners:** Big Y Foods, Inc. will select one (1) potential winner per day for each of the twelve (12) days of the Giveaway Period in separate random drawings from all eligible entries received prior to each drawing. The winners’ names (as listed on Facebook) may be posted on Big Y’s Facebook page or at bigy.com. Each potential winner will be notified via email and/or phone within approximately three (3) days following the drawing in which s/he was selected, and will be required to provide postal address to which Sponsor may send an Affidavit of Eligibility and Publicity/Liability Release (collectively, “Affidavit”) for verification purposes. Potential winners must complete, sign and return the Affidavit to Sponsor within seven (7) days following receipt of same or the prize will be forfeited and awarded to an alternate winner in a random drawing from among the remaining entries in the applicable drawing pool. If a winner fails to reply to Sponsor’s email/phone call notification within three (3) days of Sponsor’s initial notification, the prize will be forfeited and awarded to an alternate winner in a random drawing from among the remaining entries in the applicable drawing pool. Big Y’s selection of the winners is final. Sponsor, Big Y Foods, Inc. and their respective agents will not be liable for inability to notify any potential winner, whether due to inaccurate entry information, change of Facebook account settings or otherwise.

5. **Prizes and Approximate Retail Values (“ARV”):** Twelve (12) winners will each receive

one Holiday box as follows:

- a. **Winner #1:** (1) table cloth, one (1) napkin set with napkin rings, (1) trivet, (1) serving platter set, candles, (1) dinner plate set, (1) cookie cutter set, assorted Nabisco product and a \$100 Big Y gift card. ARV: \$335.
- b. **Winner #2:** (1) table cloth, one (1) napkin set with napkin rings, (1) trivet, (1) serving platter set, candles, (1) dinner plate set, (1) cookie cutter set, assorted Nabisco product and a \$100 Big Y gift card. ARV: \$335.
- c. **Winner #3:** (1) table cloth, one (1) napkin set with napkin rings, (1) trivet, (1) serving platter set, candles, (1) dinner plate set, (1) cookie cutter set, assorted Nabisco product and a \$250 Big Y gift card (\$100 from Mondelēz Global LLC and \$150 from Big Y Food, Inc). ARV: \$485.
- d. **Winner #4:** (1) table cloth, one (1) napkin set with napkin rings, (1) trivet, (1) serving platter set, candles, (1) dinner plate set, (1) cookie cutter set, assorted Nabisco product and a \$100 Big Y gift card. ARV: \$335.
- e. **Winner #5:** (1) table cloth, one (1) napkin set with napkin rings, (1) trivet, (1) serving platter set, candles, (1) dinner plate set, (1) cookie cutter set, assorted Nabisco product and a \$150 Big Y gift card (\$100 from Mondelēz Global LLC and \$50 from Big Y Food, Inc). ARV: \$385.
- f. **Winner #6:** (1) table cloth, one (1) napkin set with napkin rings, (1) trivet, (1) serving platter set, candles, (1) dinner plate set, (1) cookie cutter set, assorted Nabisco product and a \$100 Big Y gift card. ARV: \$335.
- g. **Winner #7:** (1) table cloth, one (1) napkin set with napkin rings, (1) trivet, (1) serving platter set, candles, (1) dinner plate set, (1) cookie cutter set, assorted Nabisco product and a \$250 Big Y gift card (\$100 from Mondelēz Global LLC and \$150 from Big Y Food, Inc). ARV: \$485.
- h. **Winner #8:** (1) table cloth, one (1) napkin set with napkin rings, (1) trivet, (1) serving platter set, candles, (1) dinner plate set, (1) cookie cutter set, assorted Nabisco product and a \$100 Big Y gift card. ARV: \$335.
- i. **Winner #9:** (1) table cloth, one (1) napkin set with napkin rings, (1) trivet, (1) serving platter set, candles, (1) dinner plate set, (1) cookie cutter set, assorted Nabisco product and a \$100 Big Y gift card. ARV: \$335.
- j. **Winner #10:** (1) table cloth, one (1) napkin set with napkin rings, (1) trivet, (1) serving platter set, candles, (1) dinner plate set, (1) cookie cutter set, assorted Nabisco product and a \$150 Big Y gift card (\$100 from Mondelēz Global LLC and \$50 from Big Y Food, Inc). ARV: \$385.
- k. **Winner #11:** (1) table cloth, one (1) napkin set with napkin rings, (1) trivet, (1) serving platter set, candles, (1) dinner plate set, (1) cookie cutter set, assorted Nabisco product and a \$200 Big Y gift card (\$100 from Mondelēz Global LLC and \$100 from Big Y Food, Inc). ARV: \$435.
- l. **Winner #12:** (1) table cloth, one (1) napkin set with napkin rings, (1) trivet, (1) serving platter set, candles, (1) dinner plate set, (1) cookie cutter set, assorted Nabisco product and a \$500 Big Y gift card (\$100 from Mondelēz Global LLC and \$400 from Big Y Food, Inc). ARV: \$735.

Prizes are non-transferable and not redeemable for cash. No prize substitutions allowed except as provided herein. Sponsor reserves the right to substitute a prize (or portion thereof) of equal or

greater value if an advertised prize (or portion thereof) become unavailable. Prizes consist only of the items described above. All details of the prize components will be determined by the Sponsor in its sole discretion. The use of Big Y gift cards is subject to all terms, conditions and policies of Big Y Foods, Inc. The total ARV of all prizes: \$5,070

6. Release: By acceptance of a prize, the winner releases and agrees to indemnify and hold harmless Giveaway Entities and Facebook, Inc. from and against any and all costs, claims, damages, or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander, false advertising, intellectual property right infringement), due in whole or in part, directly or indirectly, to participation in the Giveaway or arising out of participation in any Giveaway or Prize related activity.

7. Limitation of Liability: Giveaway Entities are not responsible for illegible, lost, late, incomplete, stolen, misdirected or garbled entries; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/web site/use net accessibility, availability, or traffic congestion, or any technical, mechanical, human, or typographical or other error, or unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information, or any typographical or other error in any printing or advertising relating to the Giveaway, in the administration or execution of the Giveaway, or in the announcement of the prize winners, or cheating or fraud by any participant.

Giveaway Entities are not responsible for any incorrect or inaccurate information, whether caused by any web site users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Giveaway and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any web site(s). Giveaway Entities are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in this Giveaway.

Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the Big Y Facebook Page, or the Giveaway website, or who is otherwise in violation of these Official Rules. Sponsor further reserves the right to cancel, terminate or modify the Giveaway if, for any reason, it is not capable of completion as planned, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort. If the Giveaway is terminated before the intended end date of the Giveaway Period, the remaining prizes will be awarded in a random drawing from among all eligible, non-suspect entries received as of the date/time of termination. CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE GIVEAWAY ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Giveaway entities make no warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose or non-infringement

as regards any prize or any components of the prizes. **Some jurisdictions may not allow limitations of exclusion of liability for incidental or consequential damages or exclusion of implied warranties so the above may not apply to you.** An entrant must check local laws to learn if any of the above limitations or exclusions may not apply. Further, Giveaway Entities are not responsible for, and shall be indemnified by each winner against any claims, injuries, losses or damages of any kind resulting from acceptance, use, misuse, possession, or loss of a prize.

8. Disputes/Venue/Governing Law: By participating, entrants agree that: (i) any and all disputes, claims and causes of action arising out of, or connected with, this Giveaway or the prizes shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal, state or local court located in Cook County, Illinois; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Giveaway, but in no event attorneys' fees; and (iii) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, 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 PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU.**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Giveaway Parties in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of Illinois or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than Illinois.

9. Privacy Policy: Any personally identifiable information collected during an entrant's participation in this Giveaway will be collected by Big Y Foods, Inc. or its agent and used by Big Y Foods, Inc., its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Giveaway as described in these Official Rules and in accordance with the Big Y Foods, Inc. Privacy Policy link – <https://www.bigy.com/Services/Policies/privacypolicy> and any opt-ins an entrant may have agreed to during the registration process.

10. Publicity Rights: By entering the Giveaway and/or accepting a prize, entrant agrees to allow Giveaway Entities the perpetual right to use his/her name, biographical information, photos and/or other likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, world wide, including but not limited to on the Internet, without further notice, review or approval and without additional compensation, except where prohibited by law.

11. General: Entrants waive any right to claim ambiguity in these Official Rules. In no event will more prizes be awarded than are intended in accordance with these Official Rules. If, due to a production, technical, human or other error, more than one (1) prize notification is issued

for any prize drawing, the one (1) intended prize for that drawing will be awarded in a random drawing from among all valid recipients of such prize notifications.

In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the Facebook account through which the winning entry was submitted. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Giveaway will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. All entries and/or materials submitted become the property of Giveaway Entities and will not be returned. Federal, state and local taxes on prizes, if any, are the sole responsibility of the winners. Giveaway Entities will ship prize directly to each winner upon receipt of signed Affidavit and confirmation of the winner's eligibility and compliance with these Official Rules.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Giveaway-related materials or made by Giveaway Entities or their representatives, 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.

12. Winners List: For a list of the names of the Winners, send a self-addressed stamped envelope, postmarked by December 31, 2020 to:

Big Y/NABISCO Holiday Giveaway Winners
PO Box 470908
Cleveland, OH 44147

13. Big Y/Nabisco Holiday Giveaway Rules may not be reprinted or republished in whole or in part without the prior written consent of Mondelēz Global LLC and Big Y Foods, Inc.

Any questions, comments or complaints regarding this Giveaway must be directed to the Sponsor or Big Y Foods, Inc. only, and NOT to Facebook.

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