

Pin to Win Contest

OFFICIAL RULES January 26th – February 4th, 2017

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- **1. SPONSOR:** The official sponsor of the Soup or Bowl of Chili (the "Sweepstakes") is Tops Markets, LLC, PO Box 1027, Buffalo NY, 14240-1027 ("Sponsor").
- 2. **ELIGIBILITY**: The Sweepstakes is open only to legal residents of New York, Pennsylvania, and Vermont, ages 18 and over ("Eligible Entrant") that "like" the Tops Friendly Markets Pinterest Page located at: www.pinterest.com/topsmarkets/. Business entities such as corporations or companies are not eligible to enter or win. Associates, officers and directors of the Sponsor, its retail stores, distribution centers and division offices, its subsidiaries and affiliates, Sweepstakes suppliers, affiliated advertising agencies, third party contractors and spouses of the aforementioned groups (and the I.R.S. listed dependents or members of household including dependents in the military or attending college living away from home) are not eligible to enter or win. This Sweepstakes is void elsewhere and where prohibited by law. Sweepstakes is subject to all applicable federal, state and local laws, rules, and regulations.
- 3. HOW TO ENTER: Visit www.pinterest.com/topsmarkets/ to enter for a chance to win the Grand Prize: \$200 Tops Markets, LLC, gift card. The Sweepstakes begin at 12:00:00 a.m. on Thursday, January 26th, 2017 Eastern Daylight Savings Time (ET) and ends at 11:59:59 p.m. ET on Saturday, Feburary 4th, 2017 (the "Sweepstakes Period"). To participate in this Sweepstakes, each entrant must "pin" a soup recipe using the hashtag #TopsSouporBowlofChili on the Tops Friendly Markets Pinterest Page located at: www.pinterest.com/topsmarkets/. Pins received before or after the Sweepstakes Period are void. No responsibility is assumed for technical failure of any kind (including but not limited to technical malfunctions that may occur upon collecting, processing and/or transmitting data of any kind.)
- **WINNER:** The Winners will be selected at random using all pins received during the Sweepstakes Period. All decisions of the Sponsor in the administration of this Sweepstakes shall be final. The Prize may be forfeited if the winning notification is mailed and returned as undeliverable mail without a forwarding address or if winner is unable to be contacted by telephone. Winner must comply with these Official Rules as published.

5. PRIZE:

Grand Prize - \$200 Tops Markets, LLC Gift Card

This prize has no cash value.

The Sponsor is not responsible for a Winner's limitations that prevent the acceptance or full use of this Prize.

6. **GENERAL TERMS/CONDITIONS:** This Sweepstakes is void where prohibited. Entry into the Sweepstakes, where lawful, constitutes permission to use name, voice, photograph or likeness of prize Winners for advertising/publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without additional compensation. The Winner will be obligated to sign and return an affidavit of eligibility and liability release and, where lawful, a publicity release within fourteen (14) days of notification by Sponsor. In the event of noncompliance by a Winner or if prize notification is returned as non-deliverable, the prize will be forfeited and will not be awarded. All entry materials submitted become the property of the Sponsor and will not be returned. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations as between

any entrant and the Sponsor and any participating companies in connection with the Sweepstakes shall be governed by and construed in accordance with the internal laws of the State of New York including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws. Each entrant agrees that the Sponsor and any participating companies involved in this Sweepstakes are not responsible for: (1) any illegible, incorrect or inaccurate information, whether caused by entrant, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries. Disputes: Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of court or class action, and exclusively by binding Arbitration under the American Arbitration Association Consumer rules and procedures, at which point all arbitration will be conducted in the State of New York; (2) any and all claims, judgments and awards shall be limited to actual out-ofpocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will an entrant or Eligible Entrant be permitted to obtain awards for, and each entrant or Eligible Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. The Prize cannot be substituted or transferred except at the discretion of the Sponsor.

- 7. RELEASE: Acceptance of any prize shall constitute and signify that the Winner releases Sponsor and its partner organizations and media partners and their respective parents, subsidiaries, affiliates, and their directors, officers, employees or agencies from any and all liability for any injuries, losses or damages of any kind caused by the Sweepstakes, the Prize, and/or resulting from the Winner's acceptance, possession, or use/misuse of the prize. Winner will be required to sign and return an Affidavit of Eligibility and Release of Liability/Publicity ("Release") for the specified prize before prize will be awarded. Winner will be required to return such Release within fourteen (14) days from the postmark date on the prize notification letter. Failure to comply with this requirement or return of prize notification as undeliverable will result in forfeiture of prize.
- **8. WINNERS LIST:** To obtain the name of the Winner, send a self-addressed, stamped envelope to: "#Momspiration" c/o Tops Markets, PO Box 1027, Buffalo, NY 14240-1027 by _____. Vermont residents may omit return postage to Vermont addresses only or, with proof of Vermont residency, to other addresses.
- **9. ODDS:** Odds of winning are based upon the number of eligible entries received.