

Flavor Explosion Sweepstakes
OFFICIAL RULES
January 31, 2021– March 6, 2021

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. **SPONSOR(S):** Tops Markets, LLC (“Sponsor”) are the official sponsors of the “Flavor Explosion” Sweepstakes (“Sweepstakes”).

2. **ELIGIBILITY:** Sweepstakes is open only to legal residents of New York, Pennsylvania and Vermont, ages 18 and over (“Eligible Customers”). 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, promotion suppliers, affiliated advertising agencies, third party contractors, associates of Coca-Cola Beverages Northeast, Inc. 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 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. **SWEEPSTAKES PERIOD:** Sweepstakes begins at 12:00:00 a.m. on January 31, 2021 Eastern Standard Time (EST) and ends at 11:59:59 p.m. EST on March 6, 2021 (the “Sweepstakes Period”). The Sponsor’s computer is the official timekeeping device for this Sweepstakes.

4. **HOW TO ENTER:** There are two ways to enter the sweepstakes. (1) To Enter by Transaction: Eligible Customers using their active registered Tops BonusPlus, BonusCard or Wild Card to make a qualifying purchase (“Qualifying Purchase”) at any Tops Friendly Market (“Participating Store”) during the Sweepstakes Period will receive one (1) entry into the Sweepstakes for each purchase of Doritos, Cheetos, Mountain Dew, Bubly, Rockstar, Bolt24 and Crav’n brand products. A Qualifying Purchase is defined as any purchase of Doritos, Cheetos, Mountain Dew, Bubly, Rockstar, Bolt24 and Crav’n brand products. Purchases that do not contain Doritos, Cheetos, Mountain Dew, Bubly, Rockstar, Bolt24 and Crav’n brands shall not be considered a Qualifying Purchase. The www.topsmarkets.com/GiftCards website, in-store Starbucks and Tim Hortons franchise locations, and stand-alone Tops Xpress or Tops Fresh Xpress locations located beyond the boundaries of a Tops Friendly Market parking lot, shall not be considered a Participating Store. A customer’s registered Tops BonusPlus, BonusCard or Wild Card must be scanned at the time of purchase for the purchase to be a Qualifying Purchase. Should multiple users of the same Tops BonusPlus, BonusCard or Wild Card enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the registered card holder of said Tops BonusPlus, BonusCard or Wild Card at the time of entry will be considered the entrant. (2) To Enter without Purchase: To enter without purchase, Eligible Customers may enter by mail by hand printing your complete name, address, telephone number with area code and 11 or 12 digit Tops BonusPlus, BonusCard or Wild Card number (if available) on a 3” x 5” card and mail it in a stamped envelope to: Tops Friendly Markets, “Recharge & Win Sweepstakes” PO Box 1027, Buffalo, NY 14240. Limit one Mail Entry per outer stamped envelope. Mail-in envelopes larger than a # 10 envelope will be automatically disqualified. Each mail entry must be separately hand written; no entry will be eligible if it was created via copier, facsimile machine or by mechanical reproduction of any kind. Sponsor is not responsible for any mail entry that is illegible, undeliverable, misdirected, mutilated, lost, late, incomplete, damaged, stolen, altered or not placed in the Entry Box. Each mail entry becomes the property of Sponsor and will not be returned. All mail entries must be received by the Sponsor’s Marketing Department by Wednesday, March 10, 2021.

5. **WINNER(S) SELECTION AND NOTIFICATION:** Twenty (20) potential winners will be selected from all eligible store and mail entries received during the sweepstakes period in a random drawing to be held by the Sponsor’s Marketing Department on or around March 12, 2021. The Sponsors’ Marketing Departments’ decision is final on all matters relating to the Sweepstakes. Odds of winning a prize package depend on the number of eligible store and mail entries received by Sponsor. The Sponsor, or designee, will attempt to notify the potential winners by phone and/or e-mail on/or around the Drawing Date. The Sponsor may also choose to publish the winning Tops BonusPlus, BonusCard or Wild Card number (when applicable) on/ or around the scheduled Drawing Date; announcement of the winning Tops BonusPlus, BonusCard or Wild Card number (when applicable) may be made through the Sponsor’s website, their affiliates’ websites, television, radio, and/or newspapers. Prize may be forfeited if the winner(s) is unable to be contacted by telephone or e-mail or does not respond within three (3) days of notification. Individuals responding to an announced winning Tops BonusPlus, BonusCard or Wild Card number must match the customer information on file with the Sponsor’s Marketing Department for the given Tops BonusPlus, BonusCard or Wild Card number to be eligible to win. If a potential winner is found to be ineligible, the Sponsor will select an alternate winner from all eligible entries. Winner(s) must comply with all laws, rules and regulations concerning this Sweepstakes, as well as the Official Rules as published. Sponsor is not responsible for winner limitations that prevent acceptance or use of any prize. Winner(s) will be required to sign and return an Affidavit of Eligibility, Acceptance of Official Rules, and Release of Liability/ Publicity before prize will be awarded. Winner(s) will be required to return documents to the Sponsor within Seven (7) days from the postmark date on the prize notification letter. Failure to comply with this requirement, or the return of prize notification letter as undeliverable mail without a forwarding address, will result in forfeiture of prize. By accepting a prize, each winner(s) waives and releases Sponsor and any participating companies, and its/their respective parent, subsidiaries, affiliates, and the directors, officers, employees or agencies of any of the above organizations from any and all liability for any injuries, losses and/or damages of any kind or nature caused by the prize or resulting from acceptance, possession, and/or use/ misuse of the prize. Entry into the Sweepstakes, and/or acceptance of any prize shall, where lawful, constitute and signify each

winner's agreement and consent that Sponsor may use the winner's name, address, likeness, voice, photo(s) and/or prize information for advertising, publicity, and/or promotional purposes without further payment or consideration.

6. PRIZE(S): Twenty (20) grand prize winners will be awarded \$500.00 in Gift Cards from the in-store Tops Gift Cards Mall or Tops Gift Card; the approximate retail value (ARV) of this prize is \$500.00. Sponsor reserves the right to substitute the prize for one of equal or greater value. Total ARV for grand prize is \$10,000.00.

7. GENERAL CONDITIONS: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules and/or the rights and obligations as between any applicant and the Sponsor and any participating companies in connection with this 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 applicant for entry 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 the applicant, 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 that affect, for example, any automatic Store Entry; (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; (5) lost, late, damaged, misdirected, incomplete, stolen, altered, mutilated, or illegible entries; (6) incorrect Tops BonusPlus, BONUSCARD or Wild Card data on file with the Sponsor's Marketing Department; or (7) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from each applicant's participation in the Sweepstakes and/or their receipt or use or misuse of any prize. Disputes: Except where prohibited by law, each applicant for entry 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's 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-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will any applicant be permitted to obtain awards for, and each applicant for entry 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. Any personal information provided in connection with participation in the Sweepstakes will only be used by Sponsor to notify a potential winner and/or fulfillment of a prize and shall be subject to the Tops Markets, LLC Privacy Policy available at http://www.topsmarkets.com/privacy/privacy_s.las.

8. COPY OF OFFICIAL RULES / WINNERS LIST: To obtain a copy of these Official Rules, please go to www.topsmarkets.com and/or send a self-addressed, stamped reply envelope to: "Flavor Explosion Sweepstakes – Copy of Rules", P.O. Box 1027 Buffalo, NY 14240-1027. To obtain a list of winners, send a self-addressed, stamped reply envelope to: "Flavor Explosion Sweepstakes - Winners List", P.O. Box 1027 Buffalo, NY 14240-1027. All requests for winners list must be received by the Sponsor's Marketing Department by May 31, 2021.