

MARIO BATALI HOME CHEF CHALLENGE CONTEST

OFFICIAL RULES

The Mario Batali Home Chef Challenge Contest (“Contest”) is sponsored by Hannaford Bros. Co., LLC (“Sponsor”), 145 Pleasant Hill Road Scarborough, ME 04074, and is administered by Prize Logic, LLC (“Administrator”), 25200 Telegraph Road, Suite 405, Southfield, MI USA 48033.

- 1. CONTEST PERIOD:** The Contest entry phase begins at or about 12:00 PM Eastern Time (“ET”) on October 1, 2017, and ends at 11:59:59 PM ET on October 31, 2017 (“Entry Phase”). The Codes (defined below) will be available through October 28, 2017. The Entry Phase is followed by a judging phase (“Judging Phase”) which begins November 1, 2017 and ends November 10, 2017 at 11:59:59 PM ET, a chef challenge event (“Chef Challenge Event”) that takes place between December 3, 2017 and December 7, 2017, and a winner determination phase (“Winner Determination Phase”) that takes place from December 11, 2017 through December 14, 2017. The Entry Phase together with the Judging Phase, Chef Challenge Event, and Winner Determination Phase shall be collectively referred to as the “Contest Period.” Administrator’s computer is the official timekeeping device for the Contest.
- 2. ELIGIBILITY:** This Contest is offered only to legal residents of Maine, Massachusetts, New Hampshire, New York, and Vermont who are at least eighteen (18) years old at the time of entry. Employees, directors, officers, and agents of Administrator, Mario Batali, HEYMB Food Enterprises LLC, and each of their respective parent companies, divisions, dealers, affiliates, subsidiaries, distributors, advertising and promotional agencies and suppliers involved in the Contest (“Contest Entities”), as well as the members of each of their immediate families (spouse, parents, children, siblings, and in-laws) and persons residing in the same household as such individuals are not eligible to enter or win. Void where prohibited or restricted by law.

Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Contest.

- 3. AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By participating, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules, and the decisions of Sponsor and judges (including, without limitation, decisions regarding eligibility of Entries, the approval of entrants and selection of the winner, and the awarding of a prize), which are final and binding in all respects.
- 4. HOW TO ENTER.** During the Entry Phase, an eligible entrant must purchase two (2) participating products (see Appendix for a list of participating products) from the Mario Batali Home Chef Challenge Event at participating Hannaford locations. **One (1) participating product must be a Mario Batali ® Pasta or Sauce product and the second product may be any participating product.** At checkout, entrant will be provided a code (“Code”) on his/her receipt. During the Entry Phase, entrants must then visit www.hannaford.com/homechefchallenge (“Website”) and enter the Code from his/her receipt. Entrants must then enter his/her valid e-mail address and register by entering the information requested on the registration form, which may include, without limitation: his/her first and last name (initials not permitted) complete mailing address (P.O. Boxes are not permitted), date of birth, telephone number, and affirmation that he/she has read and agrees

to be bound by these Official Rules. Entrant must then follow the on-screen prompts to submit his/her original inspirational recipe (including a recipe name), a story about the recipe (share any background about the recipe, what inspired it, is it a family recipe, how was it developed, anything fun or unique about it, etc.), and an optional photograph or video of his/her recipe (collectively, an "Entry"). Entries must list each ingredient in order of use with the amount needed and clear directions for preparing the dish. Entries become the property of Sponsor and will not be returned. Entrants will receive one (1) Entry into the Contest.

Entry Limit: Entrants may submit only one (1) Entry total during the entire Entry Phase.

Note: A mobile device is not required to participate in this Contest, but if an entrant elects to participate or access the Website on his/her mobile device, the entrant's wireless service provider may charge the entrant for applicable data charges. Entrants should consult their wireless service provider regarding its pricing plans. Message and data rates may apply. Entrants should review their mobile devices' capabilities for specific mobile application instructions.

By submitting an Entry, each entrant agrees that his/her Entry conforms to the entry guidelines and restrictions set forth below in these Official Rules ("Entry Requirements"). Without in any way limiting, expanding or amending the requirements set forth in these Official Rules or the terms and conditions residing on Sponsor's website, which terms and conditions shall remain in full force and effect, if Sponsor is duly notified that any element of an entrant's Entry infringes upon the rights of another person, and/or receives a legally valid request to remove the affected Entry from Sponsor's website and the Contest because of such infringement, such Entry may be disqualified from the Contest, as Sponsor may determine in its sole discretion. Further, no entrant will be eligible to receive a prize unless Sponsor determines, in its sole and absolute discretion, that such entrant's Entry has been or can be sufficiently cleared for legal purposes and such entrant's eligibility is verified. Each person who enters this Contest represents and warrants as follows: (i) the Entry is the entrant's own original, previously unpublished, and previously unproduced work; (ii) the Entry does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with entrant, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the Entry does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iv) the Entry does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each entrant hereby agrees to indemnify and hold the Contest Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

ENTRY GUIDELINES AND RESTRICTIONS:

- Entry must be in English;
- Entry must be no longer than 1,500 characters for the recipe itself and 500 characters for the story portion;
- If Entry has an optional photo, accepted file formats include .JPG, .JPEG, .GIF, .PNG and max file size is 5 MB and if Entry has an optional video, accepted formats include MOV, .MPEG, .WMV, .MP4 and max file size is 50 MB;
- Entry must be created by the entrant, and must not: be copied from another

source/plagiarized, have been previously published or have previously won a prize or award;

- Entry must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement (including, but not limited to logos, trade names, or patented features);
- Entry must be in keeping with Sponsor's image and not be offensive or disparaging to Sponsor, Administrator, Mario Batali, HEYMB Food Enterprises LLC or any other person or party affiliated with the Contest, or any of their respective products and/or brands;
- Entry must not include any personally identifiable information of any person, such as full name, address or phone number;
- Entry must be the original work of the entrant;
- Entry must not include any logos, brand names or trademarks other than Sponsor's, Mario Batali, Taste of Inspirations, or Nature's Place, which Sponsor has granted entrant a limited license to use for purposes of this Contest;
- Entry must not have been submitted previously in a promotion or contest of any kind;
- Entry must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, violent, tortious, defamatory, slanderous or libelous (as determined by Sponsor at Sponsor's sole discretion);
- Entry may not include an ingredient that is unlawful in any of the United States (even if such ingredient is lawful in the jurisdiction of the entrant);
- Entry must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age (as determined by Sponsor at Sponsor's sole discretion);
- Entry must not contain any express or implied commercial endorsement;
- Entry must not contain, facilitate, reference, or use material that promotes illegal drug use, alcohol abuse, or other illegal activity;
- Entry must not contain material or statements that promote use of alcohol by minors, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Entry must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way; and
- Entry must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Entry is created or in any jurisdiction where the Contest is open.

NOTE: By submitting an Entry, each entrant agrees that his/her Entry conforms to the Entry Requirements set forth above and all other terms and conditions in these Official Rules and that Sponsor or Administrator may, at its sole and absolute discretion, disqualify him/her from the Contest if Sponsor (in Sponsor's sole discretion) decides that his/her Entry fails to conform to the Entry Requirements or any other provision of these Official Rules.

Entry must not contain any inappropriate or offensive materials, as determined by Sponsor in its sole discretion. Any Entry, which in the sole opinion of Sponsor, is deemed inappropriate in any way (e.g., defamation, nudity, pornography, gratuitous violence, inappropriate language, obscene, illegal, racially or morally offensive or likely to transmit or

contain a virus, corrupted file or any similar element, etc.), is inconsistent with the theme or image of the Contest, contains personally identifiable information, or otherwise violates the terms or the spirit of these Official Rules in any way, may be rejected and result in disqualification. Entries must comply with all laws, rules, and regulations including, but not limited to, those concerning copyright, plagiarism, trademark, defamation and invasion of privacy. Sponsor has the right, but not the duty, to review and disqualify any Entry submitted in connection with this Contest.

In the event of a dispute as to the ownership of an entrant's Entry, the natural person who is the authorized account holder of the email address or other address used to enter will be deemed to be the entrant, but only if that person is otherwise eligible to enter the Contest. The "authorized account holder" is the natural person assigned to an email address or similar electronic address by an Internet access provider, online service provider, or other organization responsible for assigning addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder. If a dispute cannot be resolved to Sponsor's satisfaction, the winning entrant may be deemed ineligible.

5. **JUDGING:** During the Judging Phase, all eligible Entries received during the Entry Phase will be judged by a panel of qualified judges comprised of Sponsor's representatives ("Judges"). The recipe will not be prepared by the Judges. The Judges will score Entries ("Judges Score") according to the following weighted criteria: The inspirational stories portion of the Entry will constitute half of the Judges Score and will be judged on (i) Clarity of Expression: Does the story insight emotions or feelings to the reader: 20% of the total Judges Score (ii) Originality: Is the story unique and one-of-a-kind: 20% of the total Judges Score; (iii) Inspiration: was the inspirational source relatable and impactful: 10% of the total Judges Score. The recipes will be judged on: (iv) Originality: Is the recipe unique and creative: 50%. The twenty (20) Entries that receive the highest Judges Scores will then be judged a second time by a new group of judges ("Second Judges"). In the event of any ties, the Entry with the highest score in criterion (iv) Originality: Is the recipe unique and creative – will prevail.

The Second Judges will then score the top twenty (20) Entries ("Judges Second Score") according to the following weighted criteria: (i) Ease of Preparation: Could anyone easily create the dish by following the recipe: 35%; (ii) Flavor/Taste: Does the recipe seem appealing to taste: 35%; (iii) Aspirational: Does the recipe show the chef's love of cooking: 30%. The nine (9) Entries that receive the highest Judges Second Scores from the second round of judging will be declared the potential semi-finalists (each a "Semi-Finalist"). Each Semi-Finalist is considered a potential Semi-Finalist pending verification of his/her eligibility and compliance with these Official Rules. In the event of any ties, the Entry with the highest score in criterion ii) Flavor/Taste: Does the recipe seem appealing to taste – will prevail. In the event there are still any ties, the tied Entries will be rescored and the Entry with the highest overall Judges Score will prevail. The nine (9) Semi-Finalists will move on to the Chef Challenge Event. In the event that a Semi-Finalist chooses not to attend the assigned Chef Challenge Event, the entrant with the next highest scoring submission will be deemed the replacement Semi-Finalist and will move on to the Chef Challenge Event.

6. **CHEF CHALLENGE EVENT:** During the Chef Challenge Event, the nine (9) Semi-Finalists from the Judging Phase will be invited to a Mario Batali Home Chef Challenge Live Tasting Event in one (1) of three (3) locations: Albany, New York (Hannaford Supermarkets, 900 Central Avenue, Albany, NY) on December 4, 2017, Portland, Maine (O'Maine Studios, 54

Danforth Street, Portland, ME) on December 6, 2017, or Essex, Vermont (Essex Resort & Spa, 70 Essex Way, Essex Junction, VT) on December 5, 2017. Each Chef Challenge Event will host three (3) Semi-Finalists. The Chef Challenge Event location will be determined by the Sponsor in its sole discretion (Sponsor will work with Semi-Finalists to coordinate which event location he/she will attend). Each Semi-Finalist is responsible for his/her own transportation to and from the Chef Challenge Event, provided, however, transportation and one (1) night hotel standard accommodations will be provided for any Semi-Finalists who lives more than one hundred fifty (150) miles from his/her selected Chef Challenge Event location (Semi-Finalist will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the Semi-Finalist; details of transportation and hotel determined by Sponsor in its sole discretion). At each Chef Challenge Event, each Semi-Finalist will prepare his/her Entry recipe. Sponsor will provide each Semi-Finalist's required ingredients and cooking utensils needed to prepare his/her recipe. The recipes will be judged by a panel of qualified Judges. The Judges will score each Entry according to the following judging criteria (collectively, "Chef Challenge Judging Criteria"): (i) Taste: 75%; (ii) Presentation: 25%. The Semi-Finalist from each Chef Challenge Event that receives the highest Chef Challenge Judges Score will be declared the potential finalist ("Finalist"). There will be a total of three (3) Finalists (one [1] from each Chef Challenge Event). In the event of any ties, the Semi-Finalist with the highest score in criterion Taste – will prevail. In the event there are still any ties, the tied Semi-Finalists will be rescored and the recipe with the highest overall Judges Score will prevail. The Finalists will move on to the Winner Determination Phase.

The Finalists will be notified at each respective Chef Challenge Event. Each potential Finalist must complete the required documents as outlined below in Section 9 before being a confirmed as a Finalist.

7. **WINNER DETERMINATION PHASE:** During the Winner Determination Phase, the three (3) confirmed Finalists will have his/her Entry reviewed and judged by Mario Batali who will score each Entry according to the following judging criteria (collectively, "Final Judging Criteria"): (i) Taste (50%); (ii) Story: 50%. Mario Batali will not prepare the recipes. The Finalist who receives the highest score will be deemed the potential grand prize winner ("Grand Prize Winner"), the Finalist that receives the second highest score will be deemed the potential first prize winner ("First Prize Winner"), and the Finalist that receives the third highest score will be deemed the potential second prize winner ("Second Prize Winner"). In case of a tie, the Finalist who received the highest score in (ii) Story behind the recipe will be deemed the higher placed winner.

8. PRIZES AND APPROXIMATE RETAIL VALUE:

- A. **Grand Prize (1):** The Grand Prize Winner will receive a trip for two (2) to New York, New York. Trip includes round-trip coach class air transportation from a major commercial airport near winner's residence to New York City, New York for Grand Prize Winner and one (1) adult guest, three (3) nights hotel standard accommodations (single room/double occupancy), a meet and greet for winner and guest with Mario Batali (based on availability), two (2) tickets to a taping of ABC's "The Chew" (subject to the show's taping schedule; Mario Batali's appearance in such episode taping is not guaranteed), and a dining experience at one (1) of Mario Batali's restaurants in New York (winner will be able to select one [1] of the following Mario Batali restaurants: Babbo, Esca or Lupa and will have an allowance of \$300 to spend including tax and gratuity. Sponsor will work directly

with the restaurant for reservations and payment. Additional charges are the prize winner's responsibility) ("Grand Prize"). Grand Prize Winner's guest must be eighteen (18) years of age or older. If the winner elects to travel or partake in the Grand Prize without a guest, no additional compensation will be awarded to the winner. Trip must be taken on dates specified by Sponsor. Winner and guest must travel on the same itinerary. The actual value of the trip may vary depending on point of departure and fluctuations in the cost of air transportation. Any difference between the estimated ARV and the actual value of the prize will not be awarded. If the Grand Prize winner resides within a 100-mile radius of destination, ground transportation may be provided in lieu of air transportation, and no compensation will be provided for any difference in prize value. Travel dates are subject to availability; blackout dates and other restrictions may apply. Grand Prize Winner and guest are responsible for having valid travel documents including government identification. Grand Prize Winner is responsible for all travel expenses not included herein, including airline baggage fees, gratuities, meals, and any other incidental costs or expenses related to participation in this prize. Guest of Grand Prize Winner must sign and return a travel liability release before travel will be booked. Grand Prize Winner and his or her guest hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the trip. Grand Prize Winner will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the Grand Prize Winner. Sponsor bears no responsibility if any event, element or detail of a prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the Prize become unavailable, the Sponsor shall have no obligation to the Grand Prize Winner aside from providing the remaining portion of the prize, minus any unavailable event, element or detail. The total approximate retail value ("ARV") of the Grand Prize is \$2,500.

- B. First Prize (1):** The First Prize Winner will receive a \$1,000 Hannaford gift card and a Mario Batali Cookbook ("First Prize"). The ARV of the First Prize for the winner is \$1,1016.16.
 - C. Second Prize (1):** The Second Prize Winner will receive a \$500 Hannaford gift card and a Mario Batali Cookbook ("Second Prize"). The ARV of the Second Prize for the winner is \$516.16.
 - D. Total ARV:** The total ARV of all prizes is \$4,032.32.
 - E. General Prize Conditions:** The right to receive a prize is non-assignable, non-transferable and no prize substitution or exchange will be allowed, except by Sponsor who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize. The Contest Entities shall not be responsible for any inability of any Contest winner to accept or use any portion of a prize for any reason. Federal, state and local taxes are solely the responsibility of each winner. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. Contest Entities are not responsible for any delays in Prize fulfillment. In no event will more prizes than are stated in these Official Rules be awarded. Limit: One (1) prize per person.
- 9. HOW TO CLAIM A PRIZE:** Potential winners are subject to verification of eligibility and compliance with these Official Rules. On or about November 11, 2017, each potential Semi-Finalist will be notified via e-mail at the email address provided at time of Entry (the "Semi-Finalist Notification") with information regarding the Chef Challenge Event. Finalists will be

notified at each respective Chef Challenge Event. Each Grand Prize, First Prize and Second Prize winner will be contacted on or about December 15, 2017 (the "Finalist Notification") via e-mail at the email address provided at time of Entry. The potential Grand Prize winner and First Prize winner will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within two (2) business days from the date of attempted notification or the respective prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion. The Grand Prize Winner may be subject to a background check before the Grand Prize is awarded. Sponsor reserves the right to disqualify the potential Grand Prize Winner based on the results of such background check if Sponsor determines in its sole discretion that awarding the Grand Prize to any such individual might reflect negatively on the Sponsor, HEYMB Food Enterprises LLC or Mario Batali.

If a potential winner is found to be ineligible or not in compliance with these Official Rules, if a potential winner declines to accept a prize, if Sponsor or Administrator is unable to contact a potential Semi-Finalist or Finalist via the email address provided by the potential Semi-Finalist or Finalist at time of Entry, if a potential winner fails to complete and return all documents within the time period specified, or if the Semi-Finalist Notification or Finalist Notification is returned undeliverable, the respective prize will be forfeited, and in the Sponsor's sole discretion, the forfeited prize may be awarded to an alternate winner. If the Sponsor wishes to select an alternative potential Semi-Finalist, such alternative will be the entrant whose Entry received the next-highest score from among the eligible Entries received and such alternate Semi-Finalist will go through the same notification/verification process as detailed above. Each potential Semi-Finalist may be required to furnish proof of identification and other proof of eligibility under these Official Rules.

Any portion of a prize not accepted by winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any prize won. Approximate retail values are as of the time these Official Rules were printed and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of a prize at the time the prize is awarded. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Each prize will only be awarded to a verified winner.

THE WINNERS WILL BE ISSUED A FORM 1099 FOR TAX PURPOSES IN THE AMOUNT OF THE ACTUAL RETAIL VALUE OF THE PRIZE AND EACH POTENTIAL WINNER MUST SUBMIT HIS/HER SOCIAL SECURITY NUMBER, AS REQUIRED BY LAW. ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNER.

- 10. LIMITATION OF LIABILITY:** By participating in this Contest, entrants agree that the Contest Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications, telephone calls, or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate

capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Contest; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Contest and/or accepting a Prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Contest Entities are not responsible for any undelivered telephone calls, messages or e-mails, including without limitation, e-mails that are not received because of an entrant's privacy or spam filter settings that may divert any winner notification or other Contest related e-mail to a spam or junk folder.

By entering the Contest, each entrant agrees: (i) to be bound by these Official Rules, including Entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Contest, including, but not limited to, any Contest-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Contest; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Contest is not capable of running as planned, or the integrity and or feasibility of the Contest is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor, Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of winners in a manner it deems fair and reasonable, including the selection of winners from among eligible entries received prior to such cancellation, termination, modification or suspension without any further obligation provided a sufficient number of eligible entries are received. If Sponsor, in its discretion, elects to alter this Contest as a result of a force majeure event, a notice will be posted at [the Website].

Without limiting the foregoing, everything regarding this Contest, including the prizes, is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

11. DISPUTES: THIS CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE COUNTY OF OAKLAND, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“AAA RULES”). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ATTORNEYS’ FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED. ANY AND ALL DISPUTES AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION

12. PRIVACY POLICY: Sponsor’s privacy policy is available at <http://www.hannaford.com/custserv/custserv.jsp?pageName=Privacy>.

13. PUBLICITY RIGHTS: By participating in this Contest, each entrant agrees to allow the Sponsor and Sponsor’s designee the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Contest for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

14. GENERAL: This Contest is subject to all federal, state and local laws and regulations. Winning a prize is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Contest other than as described herein is void and will result in disqualification, and if such person is selected as a potential winner, revocation of his/her prize. If it is discovered or suspected that a person has registered, entered or attempted to register or receive entries using multiple e-mail addresses, identities, IP addresses, or use of proxy servers or like methods, all of that person’s entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive and such prize may be forfeited at the Sponsor’s sole and absolute discretion. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Contest, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Contest. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Contest will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF**

CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute as to the identity of an entrant, the Entry will be declared made by the primary account holder of the e-mail account used to enter the Contest. Potential winners may be required to show proof of being the primary account holder. The “primary account holder” is the natural person listed as the primary owner of the e-mail address by an e-mail service provided. If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or any prize documents will not affect the validity or enforceability of any other provision. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted will not be returned. In the event of any conflict with any Contest details contained in these Official Rules and the Contest details contained in any Contest promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Contest as set forth in these Official Rules shall prevail.

15. WINNERS LIST: For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, - Mario Batali Chef Challenge Contest, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than February 15, 2018.

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APPENDIX**PARTICIPATING PRODUCTS**

Product Name	Product Size	UPC
Mario Batali Alla Vodka Pasta Sauce	24 OZ	87604500302
Mario Batali Marinara Pasta Sauce	24 OZ	87604500303
Mario Batali Tomato Basil Pasta Sauce	24 OZ	87604500300
Mario Batali Farfalle Pasta	16 OZ	87604500311
Mario Batali Rigate Pasta	16 OZ	87604500312
Mario Batali Spaghetti Pasta	16 OZ	87604500314
Mario Batali Tortiglioni Pasta	16 OZ	87604500313
Mario Batali Molto Gusto Cookbook	1 Book	99455029995
San Pellegrino Water	25.3 Oz. Bottle	4150880012
San Pellegrino Sparkling Water	1 Liter	4150880218
Glory Bagged Collard Greens	16 Oz.	68896200101
Glory Bagged Kale Greens	16 Oz.	68896200201
Glory Bagged Collard Greens	16 Oz.	73639320601
Glory Bagged Collard Greens	16 Oz.	3338370223
Glory Bagged Collard Greens	16 Oz.	68637400111
Glory Bagged Kale	16 Oz.	73639320606
Locatelli Romano Grated Cheese Cup	8 Oz.	4179382493
Ghirardelli Milk Chocolate & Caramel Squares	5.32 Oz.	4759930651
Ghirardelli Milk Chocolate Caramel Minis	4.6 Oz.	74759940158
Ghirardelli Dark Chocolate Minis	4.4 Oz.	74759940159
Ghirardelli Dark Chocolate Squares with Raspberry	5.32 Oz.	74759930653
Ghirardelli Squares Midnight Reverie Intense Dark Chocolate	4.12 Oz.	74759930894
Ghirardelli Milk Chocolate Sea Salt & Almond Minis	4.3 Oz.	74759931911
Ghirardelli Dark Chocolate Minis	4.4 Oz.	74759931912
Ghirardelli Dark Chocolate & Sea Salt Caramel Squares	5.32 Oz.	4759930314
Ghirardelli Dark Chocolate & Mint Squares	5.32 Oz.	4759930652
Ghirardelli 60% Cocoa Dark Chocolate Squares	5.32 Oz.	4759930655
Ghirardelli 72% Twilight Intense Dark Chocolate Squares	5.32 Oz.	4759930235

Ghirardelli 88% Midnight Reverie Intense Dark Chocolate Squares	5.32 Oz.	4759930895
Ghirardelli Dark Chocolate Blueberry Squares	5.32 Oz.	4759932430
Ghirardelli Dark Chocolate Spicy Caramel Squares	5.32 Oz.	4759932433
Ghirardelli Dark Chocolate Bourbon Caramel Squares	5.32 Oz.	4759932560
Ghirardelli Milk Chocolate & Caramel Minis	4.4 Oz.	4759931910
Ghirardelli Dark Chocolate Minis	4.4 Oz.	4759931012
Applewood Fruitwood Bacon	16 Oz.	79154521011
Applewood Smoked Bacon	16 Oz.	79154520052
Applewood Peppered Bacon	16 Oz.	79154520181
Applewood Cob Smoked Bacon	16 Oz.	79154520191
Shady Brook Farms Sweet Italian Sausage	20 Oz.	7232254030
Shady Brook Farms Hot Italian Sausage	20 Oz.	7232254029
McCormick Black Peppercorn Grinder	1 Oz.	5210003026
McCormick Garlic Pepper Grinder	1.23 Oz.	5210013638
McCormick Garlic & Sea Salt Grinder	1.58 Oz.	5210063458
McCormick Sea Salt w/Grinder Cap	2.12 Oz.	5210074602
McCormick Peppercorn Medley w/Grinder Cap	.85 Oz.	5210074604
McCormick Italian Herb Seasoning w/Grinder	.77 Oz.	5210084586
Nature's Place Organic Bagged Basil	4 Oz.	72543994397
Nature's Place Organic Thyme	.66 Oz.	72543994403
Nature's Place Organic Cilantro	.66 Oz.	72543994393
Nature's Place Organic Mint	.66 Oz.	72543994365
Nature's Place Organic Rosemary	.66 Oz.	72543994396
Nature's Place Organic Baby Dill	.66 Oz.	72543994388
Nature's Place Organic Chives	.66 Oz.	72543994394
Nature's Place Organic Italian Parsley	.66 Oz.	72543994422
Nature's Place Organic Poultry Bouquet	.66 Oz.	72543994404
Nature's Place Organic Sage	.66 Oz.	72543994401
Nature's Place Organic Oregano	.66 Oz.	72543994400
Nature's Place Organic Tarragon	.66 Oz.	72543994402
Nature's Place Organic Marjoram	.66 Oz.	72543994389
Nature's Place Organic Bunch Savory	.66 Oz.	72543994390
HerbThyme Basil	4 Oz.	4322241010
Nature's Place Packaged Herbs	.66 Oz.	4126875813
HerbThyme Edible Flowers	.66 Oz.	4322200805

HerbThyme Basil	.66 Oz.	4322210010
HerbThyme Baby Dill	.66 Oz.	4322210020
HerbThyme Mint	.66 Oz.	4322210040
HerbThyme Thyme	.66 Oz.	4322210060
HerbThyme Tarragon	.66 Oz.	4322210070
HerbThyme Sage	.66 Oz.	4322210100
HerbThyme Rosemary	.66 Oz.	4322210110
HerbThyme Chives	.66 Oz.	4322210200
HerbThyme Bay Leaves	15 Ct.	4322210210
Boston Tomato Organic Basil	.66 Oz.	9492270251
Lucinda's Basil	.66 Oz.	68891400125
Lucinda's Chives	.66 Oz.	68891400131
Lucinda's Cilantro	.66 Oz.	68891400132
Lucinda's Dill	.66 Oz.	68891400133
Lucinda's Mint	.66 Oz.	68891400136
Lucinda's Oregano	.66 Oz.	68891400137
Lucinda's Poultry Blend	.66 Oz.	68891400138
Lucinda's Rosemary	.66 Oz.	68891400139
Lucinda's Sage	.66 Oz.	68891400141
Lucinda's Tarragon	.66 Oz.	68891400142
Lucinda's Thyme	.66 Oz.	68891400143
Lucinda's Italian Parsley	.66 Oz.	68891400213
Lucinda's Organic Poultry Blend	.66 Oz.	68891400417
Lucinda's Rosemary Bunch	1 Oz.	68891400422
Lucinda's Marjoram	.66 Oz.	68891400452
Lucinda's Organic Cilantro	.66 Oz.	68891400456
Lucinda's Savory	.66 Oz.	68891400461
Lucinda's Organic Italian Parsley	.66 Oz.	68891400465
Lucinda's Organic Basil	.66 Oz.	68891400468
Lucinda's Organic Chives	.66 Oz.	68891400471
Lucinda's Organic Dill	.66 Oz.	68891400472
Lucinda's Organic Marjoram	.66 Oz.	68891400473
Lucinda's Organic Mint	.66 Oz.	68891400474
Lucinda's Organic Oregano	.66 Oz.	68891400475
Lucinda's Organic Rosemary	.66 Oz.	68891400476
Lucinda's Organic Sage	.66 Oz.	68891400477
Lucinda's Organic Savory	.66 Oz.	68891400478
Lucinda's Organic Tarragon	.66 Oz.	68891400480
Lucinda's Organic Tyme	.66 Oz.	68891400481
Nature's Place Organic Basil	.66 Oz.	72543994392
Nature's Place Organic Mint	.66 Oz.	72543994395

Nature's Place Organic Lemon Thyme	.66 Oz.	72543994421
Nature's Place Organic Oregano	.66 Oz.	4322252007
HerbThyme Edible Flowers	.66 Oz.	4322200800
HerbThyme Basil	.66 Oz.	4322252000
HerbThyme Basil	.66 Oz.	68826703021
HerbThyme Baby Dill	.66 Oz.	4322252005
HerbThyme Mint	.66 Oz.	4322252002
HerbThyme Thyme	.66 Oz.	4322252004
HerbThyme Sage	.66 Oz.	4322252006
HerbThyme Rosemary	.66 Oz.	4322252003
HerbThyme Chives	.66 Oz.	4322252001
Lucinda's Chives	.66 Oz.	68891400135
Lucinda's Organic Sage	.66 Oz.	6889140044