

Giant Eagle, Inc.

Press for Success Panini Grill Off Contest

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. THIS PROMOTION IS NOT SPONSORED BY, ENDORSED BY, ADMINISTERED BY OR OTHERWISE ASSOCIATED OR AFFILIATED WITH FACEBOOK, INSTAGRAM OR X.

- Timing:** The Press for Success Panini Grill Off Contest (“Contest”) begins on June 26, 2024, at 12:00 a.m. Eastern Time (“ET”) and ends on July 15, 2024, at 11:59 p.m. ET (the “Contest Period”). Sponsor’s computer is the official time keeping device for this Contest.
- Eligibility:** The Contest is open only to legal residents of the Indianapolis, IN (U.S.A.) metropolitan area residing in the following zip codes: 46030, 46031, 46032, 46033, 46034, 46038, 46060, 46062, 46062, 46069, 46074, 46075, 46075, 46077, 46082, 46085, 46240, 46250, 46278, 46280, 46288, 46290 who are at least eighteen (18) years old at the time of entry. **All participants must be available on July 25, 2024, to appear at the Market District Westfield’s grand opening event, located at 744 East Tournament Trail, Westfield, IN 46704, between the hours of 11am and 2pm (“Live Event”).** Employees of Giant Eagle, Inc., and any of its affiliate companies, as well as the immediate family (spouse, parents, in-laws, siblings, and children) and household members of each such employee are not eligible. Void where prohibited by law. The Contest is subject to all applicable federal, state, and local laws and regulations. Participation in the Contest constitutes participant’s full and unconditional agreement to these Official Rules and by the Sponsor’s decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- How to Enter:** No purchase necessary. During the Contest Period, visit marketdistrictfest.com. Complete all required information to enter, including: full name, email address, phone number, zip code, recipe name, recipe ingredients, and preparation directions (collectively, “Submission”). Click where indicated to submit your recipe entry into the Contest. **By submitting an entry into the Contest, acknowledge and agree that your submitted material is your own, original recipe and does not violate or infringe another’s rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement.** Once you complete these steps, you will automatically receive one (1) entry into the Contest. Limit: You may enter as many times as you like during the Contest Period, but each entry must be an entirely distinct recipe. Screenshots or other attempts to verify entry submission will not be accepted. Sponsor has sole discretion to determine eligible entries. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void all of that entrant’s entries and that entrant will be disqualified. Use of any automated system to participate is prohibited and will result in disqualification of entrant and voiding of all of entrant’s entries. In the event of a dispute as to email address, the authorized account holder of the email address used to register

for such email address will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

4. **Winner Selection and Notification:** Chance plays no part in determining the Prize Winners.
 - a. **Phase I Judging:** On or around July 23, 2024, a panel of qualified judges, selected by Sponsor in its sole discretion, will select three (3) potential Finalists with the highest-scoring Submissions from amount all eligible Submissions based on the following criteria (“Phase I Judging Criteria”): most creative ingredient combination (50%) and overall appeal (50%). The three (3) Finalists will be notified by telephone and/or email on July 23, 2024, and will be required to appear at the Live Event on July 25, 2024.
 - b. **Phase II Judging:** **On July 25, 2024, all Finalists will attend the Live Event to prepare their Submissions for Sponsor’s panel of qualified judges. Sponsor will provide all ingredients and cooking implements, and each Finalist will prepare his/her/their Submission on site.** At the Live Event, a panel of qualified judges, selected by Sponsor in its sole discretion, will select one (1) potential First Prize winner, one (1) potential Second Prize winner, and one (1) potential Third Prize winner with the highest-scoring Submissions from among all eligible Submissions based on the following criteria (“Phase II Judging Criteria”): most creative ingredient combination 34%, best overall taste 33%, and best presentation/look 33%. In the event of a tie, the Submission with the highest score in the best overall taste will be deemed the potential Prize winner. Potential winners will be notified during the Live Event on July 25, 2024. Except where prohibited, each potential winner may be required to sign and return to the Sponsor, an Affidavit of Eligibility, Liability & Publicity Release and a Photography Release, in order to claim his/her prize. If a potential winner fails to sign and return the Affidavit of Eligibility, Liability & Publicity Release and Photography Release within the required time period, potential winner forfeits prize, and an alternate entrant will be selected in his/her place from the Submission scoring the next highest score in the judges’ evaluation. Prize will be fulfilled on site at the Live Event after winner confirmation.
5. **Prizes:** ONE (1) FIRST PRIZE: One (1) Grand Prize winner will receive one (1) \$750.00 Market District gift card. ONE (1) SECOND PRIZE: One (1) Second Prize winner will receive one (1) \$500 Market District gift card. ONE (1) THIRD PRIZE: One (1) Third Prize winner will receive one (1) \$250 Market District gift card. Total value of All Prizes: \$1,500. FOR ALL PRIZES: No substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. Winner is responsible for all federal, state and local taxes and fees associated with prize receipt and/or use. Prize winner may be required to provide Sponsor with his/her social security number and may receive a 1099 IRS tax form at year end

for the retail value of the prize. Prizes will be awarded “as is” with no warranty or guarantee, either express or implied offered by Sponsor.

- 6. Publicity:** By entering the Contest and/or accepting prizes, each entrant grants to Sponsor (and its licensees and partners) a non-exclusive, worldwide, royalty-free, perpetual license to edit, publish, promote, republish at any time in the future, and otherwise use entrant’s name, likeness, biographical information, submission and any other information or materials provided by entrant, in any and all media now known or hereinafter devised, without territorial restriction (except where prohibited by law), for possible editorial, publicity, promotional or advertising purposes, without further permission, notice or compensation (except where prohibited by law). All Submissions, including submission file and content, if applicable, will become the property of Sponsor, and may be used by Sponsor for commercial purposes without payment of any kind to the participating entrants. Without limiting the foregoing, Submissions may be posted on websites managed by Sponsor and websites for hotel and resort properties managed by Sponsor for public viewing during and after the Contest Period. Each entrant agrees to irrevocably and unconditionally transfer and assign to Sponsor all rights to all information submitted during the Contest, and agrees to execute and deliver such documents, certificates, assignments and other writings, and take such other actions as may be necessary or desirable to vest in Sponsor the ownership rights granted to Sponsor hereunder.
- 7. General Conditions:** Sponsor is not responsible for problems with the submissions, including, but not limited to, lost, late, incomplete, invalid, unintelligible, or misdirected entries, which will be disqualified. Sponsor reserves the right, in its sole discretion, to modify, suspend, or cancel the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor’s reasonable control impairs the integrity or proper functioning of the Contest, as determined by the Sponsor in its sole discretion. In such event, Sponsor will select the winner(s) from the eligible entries received prior to the modification, suspension, or cancellation. Sponsor agrees to take such action in a fair and appropriate manner. In addition, Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the submission process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any other participant’s submission or undermine the legitimate operation of the Contest is a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 8. Release and Limitation of Liability:** BY RECEIPT OF ANY PRIZE, WINNER AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, FACEBOOK, INC., INSTAGRAM, INC., X CORP., AND ANY PROMOTIONAL PARTNERS, OF EACH OF THEIR PARENT, SUBSIDIARY, AFFILIATE AND RELATED COMPANIES, AND EACH OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY THE “RELEASED PARTIES”) FROM AND AGAINST ANY LOSSES, DAMAGES, RIGHTS, CLAIM OR CAUSE OF ACTION OF ANY KIND ARISING, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, OUT OF PARTICIPATION IN THE CONTEST OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH

THE CONTEST, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants or by any of the equipment or programming associated with or utilized in the Contest; (2) unauthorized human intervention in any part of the entry process or the Contest; (3) technical or human error which may occur in the administration of the Contest or the processing of Contest submissions, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software, including the uploading, processing or judging of any Submission; (4), late, lost, undeliverable, or damaged mail; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Contest or receipt or use of any prize or while traveling to or from any prize-related activity. Each winner also further acknowledges that the Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law relative to any prize or this Contest including but not limited to quality, condition or fitness for a particular purpose. If for any reason a participant's submission is confirmed to have been erroneously lost, or otherwise destroyed or corrupted, participant's sole remedy is another submission and thereby another entry into the Contest. No more than the stated number of prizes will be awarded.

9. **Disputes:** Participant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate courts located in the Commonwealth of Pennsylvania; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (iii) under no circumstances will participant be permitted to obtain awards for and participant hereby waives all rights to claim 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO 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 participant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

10. **Sponsor:** Giant Eagle, Inc., 700 Cranberry Woods Dr, Cranberry Twp, PA 16066.

11. **Participant's Personal Information:** Information collected from participants is subject to the Sponsor's Privacy Policy, available at <https://gianteagle.com/about-us/privacy-policy>.

12. **Winners' List:** For each winner's name, send an email to info@nfmymun.com with the subject line "Press for Success Panini Grill Off Contest Winner's List Request". Requests must be received by July 31, 2024.

This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or X. Information is being provided to Sponsor, not Facebook, Instagram or X.

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ABBREVIATED RULES

Abbreviated Rules for online Ads – Not a Banner; Offline; Emails; Advertisements; Social Media (non-banner); include on entry form and signage

NO PURCHASE NECESSARY. Open to legal residents of Indianapolis, IN (U.S.A.) in designated zip codes who are at least 18 years of age. Promotion ends: 7/15/24. For official rules, including prize description, visit marketdistrictfest.com. Sponsor: Giant Eagle, Inc. 700 Cranberry Woods Dr, Cranberry Twp, PA 16066. Void where prohibited.