

## Giant Eagle, Inc.

### Win a Market District Mobile Block Party Sweepstakes

#### 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.

- 1. Timing:** The Win a Market District Mobile Block Party Sweepstakes (“Sweepstakes”) begins on July 24, 2024, at 12:00 a.m. Eastern Time (“ET”) and ends on July 29, 2024, at 11:59 p.m. ET (the “Sweepstakes Period”). Sponsor’s computer is the official time keeping device for this Sweepstakes.
- 2. Eligibility:** The Sweepstakes is open only to legal residents of the Indianapolis, IN (U.S.A.) metropolitan area residing within ten (10) driving miles of Market District Westfield, located at 744 East Tournament Trail, Westfield, IN 46704, who are at least eighteen (18) years old at the time of entry. 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 Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Participation in the Sweepstakes 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 Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 3. How to Enter:** No purchase necessary. During the Sweepstakes Period, visit [marketdistrictfest.com](http://marketdistrictfest.com). Complete all required information to enter the Sweepstakes, including: full name, email address, phone number and zip code (collectively, “Submission”). Once you complete these steps, you will automatically receive one (1) entry into the Sweepstakes. Limit: You may enter as many times as you like during the Sweepstakes Period. 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 any 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:** On or around August 5, 2024, Sponsor will randomly select two (2) potential Grand Prize winners from among all eligible entries received during the Sweepstakes Period. Drawings will take place at Sponsor’s headquarters as set forth below. Winner need not be present. Each Potential winner will be notified by email and/or telephone on or about the date of the drawings. Except where prohibited, each potential winner may be required to sign and return to the Sponsor, within ten (10) days of being notified, an Affidavit

of Eligibility, Liability & Publicity Release, in order to claim his/her prize. If the potential winner cannot be contacted within ten (10) days of the first attempt to contact him/her or if he/she fails to sign and return the Affidavit of Eligibility, Liability & Publicity Release within the required time period or prize is returned as undeliverable (if applicable), potential winner forfeits prize, and an alternate entrant will be selected in his/her place at random from among all remaining eligible entries received during the Sweepstakes Period. Sponsor and each prize winner will work together to coordinate a date for prize redemption of the mobile pack party within forty-five (45) days following winner confirmation.

5. **Prizes:** TWO (2) GRAND PRIZES: Two (2) Grand Prize winners will each receive one (1), 3-hour mobile block party at their home or neighborhood (within ten (10) driving miles of the Market District Westfield) consisting of the following: (a) block party games hosted by Market District brand ambassadors, (b) a Market District food truck, including food and non-alcoholic beverages for up to fifty (50) guests (food and beverage to be determined by Sponsor in its sole discretion), and (c) a DJ for the duration of the party. Approximate Retail Value (“ARV”) of each Grand Prize: \$2,000. Total ARV of All Prizes: \$4,000. 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 Sweepstakes 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 Sweepstakes Period. Each entrant agrees to irrevocably and unconditionally transfer and assign to Sponsor all rights to all information submitted during the Sweepstakes, 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 Sweepstakes, 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 Sweepstakes, 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 Sweepstakes 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 Sweepstakes 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 SWEEPSTAKES OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES, 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 Sweepstakes; (2) unauthorized human intervention in any part of the entry process or the Sweepstakes; (3) technical or human error which may occur in the administration of the Sweepstakes or the processing of Sweepstakes 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes. 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes, 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@nfmcomun.com](mailto:info@nfmcomun.com) with the subject line "Win a Market District Mobile Block Party Sweepstakes Winners' List Request". Requests must be received by July 31, 2024.

This Sweepstakes 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.

**Giant Eagle, Inc.**

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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 radius of the Market District Westfield who are at least 18 years of age. Promotion ends: 7/29/24. For official rules, including prize description and odds disclosure, visit [marketdistrictfest.com/rules](http://marketdistrictfest.com/rules). Sponsor: Giant Eagle, Inc. 700 Cranberry Woods Dr, Cranberry Twp, PA 16066. Void where prohibited.