

# **SUMMER STAYCATION GIVEAWAY**

## **OFFICIAL RULES**

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR ODDS OF WINNING. YOUR ODDS OF WINNING DEPEND ON THE ASSESSMENTS OF YOUR ENTRY AND OF OTHER ENTRIES ACCORDING TO THE JUDGING CRITERIA SET FORTH IN SECTION 6. CONTEST BEGINS 8:00 AM EASTERN TIME (“ET”) THURSDAY, JUNE 11, 2020 AND ENDS 11:59 PM ET WEDNESDAY, JUNE 24, 2020. VOID WHERE PROHIBITED.

1. **SPONSOR.** The sponsor of this Contest is Weis Markets, Inc. 1000 South Second Street PO Box 471 Sunbury, Pennsylvania 17801.

2. **ELIGIBILITY.** This Contest is open to legal residents of Pennsylvania, Maryland, West Virginia, Virginia, Delaware, New York, and New Jersey, 18 years old or older as of the date of entry, with Internet access and a valid email address. None of the following are eligible for the Contest: employees; immediate family members (parent, child, sibling, or spouse) of employees; or those living in the same household (whether related or not) of employees of Sponsor or Sponsor’s parents, affiliates, subsidiaries, prize suppliers, distributors, advertising agencies, or promotion agencies (collectively, the “Contest Parties”).

3. **REQUIREMENTS FOR ENTRY.** (A) To be eligible for the Contest, you must fill out all required fields on entry form. (B) The uploaded entry including all material and all rights embodied therein will become the sole and exclusive property of Sponsor immediately upon submission. (C) By submitting the entry, you represent and warrant to Sponsor that the entry satisfies each of the foregoing requirements. Failure to satisfy any of these requirements, as determined by Sponsor in its sole and absolute discretion, may render you and your entry ineligible. Sponsor may disqualify any entry for any reason, in its sole and absolute discretion.

4. **HOW TO ENTER.** You must complete and supply the essential forms of contact on the entry form on the “SUMMER STAYCATION” post during the entry period. Entry period is from 8:00 AM EASTERN TIME (“ET”) THURSDAY, JUNE 11, 2020 AND ENDS 11:59 PM ET WEDNESDAY, JUNE 24, 2020.

5. **JUDGING OF ENTRIES.** For all eligible entries, an internal panel of Sponsor (the “Sponsor Panel”) will randomly select TWO (2) winners.

6. **PRIZES.** TWO (2) winners will be randomly chosen at the end of each entry period to receive a backyard prize pack including one (1) six-piece patio set, one (1) fire pit, four (4) quad chairs and one (1) 4 person melamine coast print collection. Total value: \$482. Winners will be notified within 72 hours after the contest ends and prize will need to be picked up at store of choice.

Prizes may NOT be redeemed for cash or substituted for other items except in Sponsor’s sole discretion in the event the prize (or any element of it) becomes

unavailable for any reason. Prizes may not be transferred. Any costs or expenses related to the acceptance or use of any prize which are not specified in the above prize descriptions in this Section 6, as well as any applicable taxes and tips, are the sole responsibility of the winner.

7. NOTIFICATION OF POTENTIAL WINNERS. After the Sponsor Panel selects the prizewinners, Sponsor will attempt to notify the prizewinner by email using the email addresses that they provided with their entry. Sponsor may also send prizewinners additional documents to review and sign. Unless a potential prizewinner responds within 72 hours to the notification email and signs and returns any applicable documents, that potential prize winner forfeits the prize and Sponsor will choose another potential winner from among other eligible entrants, at and in a manner determined by Sponsor in its sole and absolute discretion. In the event of any dispute regarding entries received from multiple users having the same email account, the "authorized subscriber" of the email account at the time of entry will be deemed to be the entrant. The "authorized subscriber" is the natural person who is assigned the email address by the Internet Service Provider (ISP), online service provider, or other organization responsible for assigning email addresses

8. REQUIRED ACTIVITIES AND DOCUMENTATION. After the winner is notified, Sponsor may require them to sign a form saying the winner will participate in all activities provided and will allow Sponsor to document and use any video or photography taken during these activities.

9. USE OF ENTRANT'S INFORMATION. Entrants agree that Sponsor may use their name, likeness and submitted photography for the purposes of administering and publicizing the Contest and for other promotional purposes that benefit Sponsor, including online and offline direct marketing.

10. GENERAL CONDITIONS. Non-compliance with these Official Rules may result in disqualification. An entrant or other person is not a winner until he/she has fully complied with these Official Rules. Each entry is subject to verification by Sponsor. Entrants and other participants hereby waive any right to claim ambiguity in these Official Rules. All federal, state, and local laws and regulations apply. Participants must reside in Pennsylvania, Maryland, Virginia, West Virginia, Delaware, New York, or New Jersey.

11. LIMITATIONS OF LIABILITY. Neither Sponsor nor any other Releasee shall be responsible for lost, late, incomplete, stolen, misdirected, illegible, or incomplete entries (or any components thereof). Neither Sponsor nor any other Releasee shall be responsible for any incorrect or inaccurate information, whether caused by Sponsor, Releasees, an entrant, or any other person or by any computer, technical, or human error or malfunction that may occur in the processing or judging of entries, the administration of the Contest, or the notification of potential winners. Neither Sponsor nor any other Releasee shall be responsible for any tampering or for any equipment or programming associated with or utilized in the Contest, and neither Sponsor nor any Releasee shall have responsibility for any error, omission, defect, theft, destruction, or unauthorized access to the materials related to the Contest, or for any damage to an entrant's or another's computer related to or resulting from participating in the Contest. Sponsor reserves the right, in its sole and absolute discretion, to disqualify any individual found to be tampering with the entry process, the voting process, or the operation of the Contest; to be acting in violation of these Official Rules; or to be acting in a non-

sportsmanlike or disruptive manner, or with intent or apparent intent to annoy, abuse, threaten, embarrass, harm, or harass, in any way, any other person. If the Contest is not capable of running as planned for any reason, including but not limited to, business or market circumstances, force majeure, public health concerns, tampering, unauthorized intervention, actions by Entrants or others, fraud, or any other causes which Sponsor, in its sole and absolute discretion, deems could corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right, in its sole and absolute discretion, to cancel, terminate, modify, or suspend the Contest. If any malfunction, error, disruption, damage, or other circumstance or event impairs the administration, security, fairness, integrity, or proper play of the Contest, Sponsor may, in its sole and absolute discretion, suspend or terminate the Contest or any portion thereof by posting a notice at anytime. If the Contest or any portion of the Contest is terminated before the end of the Contest Period, Sponsor may select winners from all eligible entries received as of the termination date. IN NO EVENT WILL SPONSOR OR ANY RELEASEE BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, CLAIMS, ACTIONS, DAMAGES, LOSSES, OR LIABILITY OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, RESULTING FROM OR ARISING FROM PARTICIPATION IN, OR THE PRODUCTION, PROMOTION, OR ADMINISTRATION OF, THE CONTEST, OR ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF A PRIZE THAT MAY BE AWARDED. WITHOUT LIMITING THE FOREGOING, ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY VIOLATE CRIMINAL AND CIVIL LAWS, AND SHOULD ANY SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

12. ARBITRATION AND CHOICE OF LAW. Except where prohibited by law, as a condition of participating in this Contest, entrant agrees that: (1) any and all disputes 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 lawsuit, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than contestant's actual out-of-pocket expenses (i.e., costs associated with entering this Contest), and entrant (or, if an eligible minor, his/her parent or legal guardian) further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of contestants and Sponsor in connection with this Contest, shall

be governed by, and construed in accordance with, the substantive laws of the State of Pennsylvania, USA. © Weis Markets. All Rights Reserved.