

Brooklyn Inspired Peapod Truck Contest

ARTWORK OVERVIEW

ARTWORK SPECIFICATIONS. Design one side of the truck. Your design will be duplicated on the opposing side. Art will be resized to fit truck specifications. File must be in Photoshop, .eps, .tiff, .pdf; Provide layered files when possible. Color Mode: RGB. Recommended PPI for exterior graphics: 50PPI @ full scale. For more details, please see below under the official rules

PEAPOD TRUCK EXAMPLE:



OFFICIAL RULES

NO PURCHASE NECESSARY TO WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING VOID WHERE PROHIBITED BY LAW, AND OUTSIDE THE U.S. Subject to all federal, state and local laws, regulations, and ordinances.

Artwork Contest begins April 12, 2017 at 10 a.m. Eastern Time ("ET") and ends May 3, 2017 at 11:59 p.m. ET ("Contest Period"). All entries received after valid dates are void and ineligible.

Public Voting begins May 5, 2017 at 12:00 a.m. ET and ends May 12, 2017 at 11:59 p.m. ET.

Sponsor's computer is the official time keeping device for this Contest.

1.HOW TO ENTER: Contest consists of a skill based competition in which prospective entrants demonstrate their artistic skill by designing artwork ("Artwork") showcasing Peapod's services, to potentially be displayed on a Peapod truck; and then entering the Contest by submitting a photo ("Photo") of the Artwork to be considered. To enter the Contest, visit <http://www.fromthepod.com/calling-all-brooklyn-inspired-artists> and then follow all instructions, including entry of your full name, email address, daytime telephone number, date of birth, zip code, and one (1) Artwork file (*File Types: Adobe Photoshop, .eps, .tiff, .pdf; Provide layered files when possible. Color Mode: RGB. Recommended PPI for exterior graphics: 50PPI @ full scale.*), then click Submit. Artwork and Photo will be reviewed upon submission for compliance with Official Rules; compliant submissions will be considered "Accepted Entries".

Questions regarding this Contest should be directed to Peapod at 1325 Ensell Rd., Lake Zurich, IL 60047.

LIMIT ONE ENTRY PER PERSON OR HOUSEHOLD PER DAY DURING CONTEST PERIOD. Multiple Contest entries submitted by the same person in excess of this limit will be disqualified. Multiple participants are not permitted to share the same email address. Any

attempt by any participant to obtain more than the stated number of entries by using multiple and/or different identities, forms, registrations, email addresses, logins, or any other methods will void that participant's plays and/or entries, and that participant may be disqualified at Sponsor's and/or Administrator's discretion. In the event of a dispute to any entry, the authorized account holder of the email address associated with the pertinent account 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. Potential winners may be required to show proof of being the authorized account holder to the Sponsor or forfeit the prize. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor's sole and absolute discretion. All potential winners are subject to verification before any prize will be awarded. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply. Prospective entrants must complete and submit the entry form as instructed to be eligible. By entering Contest, entrant accepts and agrees to these Official Rules and the decisions of the Sponsor, which shall be final in all matters.

ARTWORK SPECIFICATIONS. File must be in Photoshop, .eps, .tiff, .pdf; Provide layered files when possible. Color Mode: RGB. Recommended PPI for exterior graphics: 50PPI @ full scale. Contestants grant Sponsor the non-exclusive, royalty-free, irrevocable rights to use, reproduce, copy, publish, display, distribute, perform, translate, adapt, modify, and otherwise exploit the submitted Artwork and/or Photo and to incorporate the Artwork and/or Photo in other works in any and all markets and media, whether now known or hereafter developed, throughout the universe in perpetuity. Contestants warrant that they have the sole and exclusive right to grant such rights to Sponsor, and that the Sponsors' reproduction, publishing, displaying, and/or other use of the Artwork and/or Photo will not infringe on any rights of third parties, including, but not limited to, copyright, trademark, privacy, or publicity rights, anywhere in the world. Contestants agree that Sponsor shall have no obligation to copy, publish, display, or otherwise exploit the Artwork and/or Photo. Artwork and/or Photo must not include materials (language, phrases, quotations, logo's, etc.) belonging to or copyrighted by third parties, and any submission that includes such materials will be disqualified. Artwork and/or Photo must not: (i) have been previously published or otherwise exhibited; (ii) contain the name of any fictitious character(s) or any person other than that of Contestant; (iii) contain or depict any objectionable, unlawful, defamatory, obscene, sexually-explicit, threatening, abusive, harassing, hateful, discriminatory, threatening, or vulgar material and must be otherwise fit for publication/posting/uploading, as determined by Sponsor in its sole discretion; (iv) contain any unsolicited or unauthorized advertising, promotional materials, or any other form of solicitation; (v) contain any material that: (a) would give or threaten to give rise to criminal or civil liability; (b) encourages conduct that constitutes a criminal offense; or (c) encourages or provides instructional information about illegal activities. Artwork and/or Photo will be disqualified for: (i) inclusion of obscenities or objectionable material that defame or invade the publicity or privacy rights of any person (living or deceased), or that otherwise infringe upon any third party's personal or proprietary rights, as determined by Sponsor in its sole discretion; (ii) inclusion of the last name, phone number(s), address, or email address of any person, including that of the Contestant; (iii) inclusion of any references to alcoholic beverages, tobacco, drug paraphernalia, firearms, or any description or representation thereof; (iv) not being reasonably pertinent to the Judging Criteria (as defined below) as determined by Sponsor in its sole discretion; or (v) being otherwise in violation of these Official Rules.

Entrant cannot have won prizes or awards in other contests using the submitted Artwork and/or Photo. Any Artwork and/or Photo submitted becomes the property of Peapod and will not be returned. In the event that ownership of a submission is contested in any manner, or any third

party claims that their rights are infringed or otherwise injured by an entry, Peapod reserves the right to disqualify that entry. Entrants must assign all right, title and interest in and to their Artwork and/or Photo to Peapod.

Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor not responsible for computer system, network, hardware, software or program malfunctions, or other errors, failures or delays in electronic transmissions or network connections that are human or technical in nature, or for lost, late, illegible, incomplete, or misdirected entries, which will be disqualified. Entries must not contain or transmit any materials that contain software viruses or other computer code, files or programs that impair, limit, interfere with or cause harm to any communications network.

1. ELIGIBILITY: Open to legal residents who live in any of Peapod's delivery areas (IL, IN, WI, PA, VA, DC, MD, MA, RI, CT, NH, NY, or NJ), 18 or older as of April 12, 2017. Employees of Peapod ("Sponsor"), and any of its parent, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, web site providers, web masters, and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those persons living in the same household are not eligible to enter or win. Prize will only be awarded if winner complies with Official Rules. Entrants must have access to the Internet prior to the start of the Contest.

2. WINNER DETERMINATION:

a) JUDGING AND JUDGING CRITERIA: On May 3, 2017 at 11:59 p.m., Artwork/Photo submissions will be closed and no longer accepted. Each submission of Artwork will be reviewed by Peapod Marketing and Merchandising Teams ("Judges"), to determine if the Artwork would be suitable for use on Peapod's trucks. Artwork will then be judged based on the following Judging Criteria, to which the following point values have been assigned: Uniqueness (15 points); Creativity (15 points); showcasing Peapod's service model, delivering fresh groceries straight to your doorstep (20 points); and a Brooklyn-inspired atmosphere (25). Artwork will receive a score based on seventy-five (75) total possible points ("Judging Score"). The Contestants whose Artwork receives the ten (10) highest Judging Scores will be declared the finalists, subject to verification of eligibility and compliance with the Official Rules. In case of tie scores, the Judges will review those entries with tied scores again, applying the same Judging Criteria to choose the finalists. The ten (10) finalists' Artwork will be posted to the "Brooklyn Inspired Peapod Truck" microsite page on May 5, 2017.

b) PUBLIC VOTING: Beginning on or about 12:00:00 a.m. midnight ET on May 5, 2017 and continuing until 11:59 p.m. ET on May 12, 2017 ("Public Voting Period") the Artwork and the first name, last initial, and zip code of the top ten (10) finalists will be posted on the "Brooklyn Inspired Peapod Truck" microsite page in order for members of the general public ("Voters") who are eighteen (18) years or older as of May 5, 2017 and current legal residents of any of Peapod's delivery areas (IL, IN, WI, PA, VA, DC, MD, MA, RI, CT, NH, NY, or NJ), to vote for the Artwork that the Voter scores the highest, based on the same Judging Criteria and otherwise in accordance with these Official Rules. VOTERS ARE STRICTLY PROHIBITED FROM VOTING BASED ON THE FOLLOWING: RACE, GENDER, COLOR, RELIGION, SEX, NATIONAL ORIGIN, AGE, MARITAL STATUS, DISABILITY, MEDICAL CONDITION, SEXUAL ORIENTATION, CITIZENSHIP OR ANY OTHER BASIS PROTECTED BY APPLICABLE FEDERAL, STATE OR LOCAL LAW, ORDINANCE OR REGULATION. If it is brought to the attention of Sponsor that a Voter has voted using any criteria other than the Judging Criteria, or otherwise in violation of these Official Rules, his/her vote will be disqualified. Limit one (1) vote per day per Voter by any

means throughout the Public Voting Period. Contestants may vote for his/her own Artwork. All votes must be received by 11:59:59 p.m. ET on May 12, 2017 to be counted. Any attempted form of voting other than as described herein shall be null and void.

3. WINNER VERIFICATION: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST AND RANDOM DRAWING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

4. WINNING THE CONTEST: On or about May 13, 2017, Sponsor will verify and count the number of votes received for each of the top ten (10) finalists' Artwork. The top five vote getters will be the potential Contest winners. Sponsor's representative will make three (3) attempts to notify each of the five (5) potential Contest winners by phone (at the daytime phone number provided on that Contestant's Contest Entry). Each potential Contest winner will also be required to return a completed, signed, notarized, and unmodified official affidavit of eligibility, release of liability, and (except where prohibited) publicity release (collectively, "Affidavit/Release"), and any other documentation required by Sponsor in its sole discretion, within five (5) days after such notification ("Documents"). If a potential Contest winner cannot be reached, if he/she is found to be ineligible, if he/she cannot or does not comply with these Official Rules, if his/her Documents are returned as undeliverable, or beyond the required time period, such potential Contest winner will be disqualified and the Contestant that submitted the Artwork with the next highest number of votes will be selected as an alternate potential winner who must complete the requirements above.

5. PRIZE, RESTRICTIONS RETAIL VALUE: All five (5) potential Contest winners will have their Artwork featured on Peapod trucks beginning in June. The potential Contest winner whose Artwork receives the highest number of votes during the Public Voting Period will be deemed the Contest winner and will receive \$2,000 in Peapod Gift Cards. Total ARV of all prizes is \$2,000. No prize substitution, cash substitution, or assignment or transfer of prizes is permitted; non-cash prizes may not be redeemed for cash value. Sponsor reserves the right to substitute a prize of equal or greater value in its sole discretion. Winner should allow 6 to 8 weeks from notification for delivery of the prize. Peapod is solely responsible for distribution of prize for the Peapod Brooklyn Inspired Peapod Truck Contest. Any and all applicable federal, state, and local taxes and all fees and any expenses related to acceptance and use of prize not specifically stated herein are the sole responsibility of the individual prize winner. Sponsor will not replace any lost or stolen prize.

6. CLAIMING A PRIZE: The Contest winner has until June 2, 2017 to claim the prize. Gift Card redemption is governed by the terms and conditions of such Gift Card. Acceptance of a prize constitutes a Contestant's permission to the use of their name and likeness, and retention and use of their Artwork and/or Photo, for advertising and promotional purposes by Sponsor without further compensation, authorization or remuneration of any kind, except where prohibited.

7. GENERAL CONDITIONS: This Contest is governed by the laws of the United States. Sponsor and its agents are not responsible for: (i) any printing or other errors in Contest related material (and they reserve the right to correct clerical or typographical errors in such materials); (ii) computer system, network, hardware, software or program malfunctions, or other errors or malfunctions of any kind whether human, mechanical, electronic or otherwise, technical failures or delays, garbled transmissions or miscommunications, telephone transmission problems; (iii) damage to a user's computer equipment (software or hardware in electronic transmissions), lost, interrupted or unavailable network connections; or (iv) for lost, late, illegible, incomplete,

damaged, mutilated, stolen, postage due, or misdirected entries, which will be disqualified. Sponsor reserves the right, in its sole discretion, to cancel or suspend and/or modify this Contest or any part of it, and award the prizes in a random drawing from among all eligible entries received prior to such action, should a cause or causes (including but not limited to any fraud, technical failures or other factors) beyond the reasonable control of Sponsor impair the integrity, administration, security, or proper play of the Contest. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Sponsor reserves the right at its discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, the web site, and/or the legitimate operation of the Contest; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Contest is not capable of running as planned, Sponsor may, in its discretion, void any suspect entries and: (a) modify the Contest or suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

8. PRIVACY: By participating in this Contest, entrants and Voters will be added to Sponsor's mailing list to receive product announcements, special offers and other promotional messages from Sponsor regarding Sponsor, its affiliates and selected third parties. See Sponsor's privacy policy which can be found at www.peapod.com, for details of how information that is collected in this Contest and from Sponsor's website is used and how you can control the email you receive from Sponsor. You can also be removed from Sponsor's email list at any time by following the unsubscribe instructions contained in any promotional email message you receive.

9. RELEASE AND LIMITATIONS OF LIABILITY: By participating in this Contest, all entrants agree that Sponsor and its affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, web site providers, web masters, and their respective officers, directors, employees, representatives and agents (the "Released Parties") are not responsible for: (i) any incorrect or inaccurate information, whether caused by entrants, printing errors, or by any of the equipment or programming associated with or utilized in the Contest; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) unauthorized human intervention in any part of the entry process or the Contest; (iv) technical or human error which may occur in the administration of the Contest or the processing of entries; or (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

ALL ENTRANTS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST ANY AND ALL LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM: (i) ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE; (ii) ENTRY, OR PARTICIPATION IN THIS CONTEST OR IN ANY CONTEST RELATED ACTIVITY (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS (INCLUDING DEATH), OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF INTERNET SITE OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE); OR (iii) ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO TRAVEL CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST INCLUDING THE WEB SITE AND ALL PRIZES, ARE 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. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

10.PUBLICITY. EXCEPT WHERE PROHIBITED BY LAW, WINNERS GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), THEIR SUBSIDIARIES, AFFILIATES, RETAILERS, DISTRIBUTORS, ADVERTISING AND PROMOTION AGENCIES, SUPPLIERS, AND THOSE ACTING PURSUANT TO ITS AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, EACH WINNER'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, AND BIOGRAPHICAL INFORMATION FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION. ENTRANTS AGREE THAT SPONSOR SHALL OWN THE ENTRIES, WHICH WILL NOT BE ACKNOWLEDGED OR RETURNED, AND THAT SPONSOR AND ITS DESIGNEES SHALL HAVE THE PERPETUAL, WORLDWIDE RIGHT TO EDIT, PUBLISH, AND USE THE ENTRIES IN ANY WAY AND IN ANY MEDIA FOR TRADE, ADVERTISING, PROMOTIONAL, AND/OR OTHER PURPOSES AS SPONSOR AND/OR ITS DESIGNEES MAY DETERMINE WITHOUT FURTHER CONSIDERATION TO ENTRANTS OR ANY THIRD PARTY.

11.DISPUTE RESOLUTION. Except where prohibited, all entrants further agree that any and all disputes which cannot be resolved between the parties and any claims and causes of action arising out of or connected with the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, in a court of competent jurisdiction in New York and in accordance with the laws of New York. Further, in any such dispute, 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 attorney's fees; under no circumstances will a participant be permitted to obtain awards for, and hereby waives all rights to claim indirect, punitive, incidental or consequential damages, or any other damages,

including attorneys' fees, and entrant further waives any right to have damages multiplied or otherwise increased. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. All issues and questions concerning the construction, validity, interpretation and enforceability of these official rules, or the rights and obligations of the entrant and sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of New York.

12. WINNER'S LIST: To obtain a winner's list, send a stamped, self-addressed (#10) envelope to: **Brooklyn-Inspired Peapod Truck Contest** Winners, c/o Peapod, 1325 Ensell Rd., Lake Zurich, IL 60047, after November 16, 2016.

SPONSOR/ADMINISTRATOR: Peapod, 1325 Ensell Rd., Lake Zurich, IL 60047.