

Peapod's Does It Grill? Promotion

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.

1. HOW TO ENTER: Beginning July 6, 2018 at 10 a.m. Eastern Time ("ET") and continuing until the earlier of the date when all prizes are awarded, or August 15, 2018 at 11:59 p.m. ET ("Promotion Period") or, visit www.fromthepod.com, click on the "**Peapod's Summer Sweepstakes**" link, follow all instructions, including entry of your name and email address then click submit. Sponsor's computer is the official time keeping device for this Promotion. Bulk, automated and/or third-party entries are prohibited and 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 plays and/or 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 related to any entry, the authorized account holder of the email address used to enter the promotion 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 Promotion 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. Alternatively, entrants can also find a link to the application at www.fromthepod.com and follow the instructions to complete and submit an entry. Prospective entrants must complete and submit the entry form as instructed to be eligible. **LIMIT ONE ENTRY PER AUTHORIZED ACCOUNT HOLDER DURING PROMOTION.**

Questions regarding this Promotion should be directed to Peapod at 300 S. Riverside Drive 6th Floor Chicago, IL 60606. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. As such, please direct any questions, comments or complaints regarding the promotion to the Promotion Administrator.

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, mutilated, or misdirected entries, which will be disqualified.

2. ELIGIBILITY: Open to legal residents who live in a Peapod delivery area, except Rhode

Island, 18 years of age as of July 1, 2018. Employees of Peapod ("Sponsor"), and any of their respective parent, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, website providers, web masters (collectively "Promotion Parties"), 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. Prizes will only be awarded if winner complies with Official Rules. Sponsor reserves the right to verify the eligibility of winners. Online entrants must have access to the Internet prior to the start of the Promotion.

3. WINNING: Every entry instantly wins a Prize. Prize will be determined instantly at random during the Entry Period by Sponsor's computer. By entering Promotion, entrant accepts and agrees to these Official Rules and the decisions of the Sponsor, which shall be final in all matters. The winners will be announced instantly on the From the Pod, and Peapod Facebook fan page and notified via an official email notification. All winners have until August 31, 2018 to claim Prizes; all \$3 and \$5 Prizes must also be redeemed by August 31, 2018. Gift Card redemption is governed by the terms and conditions of each such Gift Card. If a Prize notification email is returned or unanswered within the allotted time or if a winner is deemed ineligible, an alternate winner will be selected at random. As a condition of receiving a Prize: (1) you consent to Sponsor's use of your name for promotional purposes, including online announcements, without additional compensation, except where prohibited by law, and (2) if requested by Sponsor, the winner is required to sign and return an affidavit of eligibility/publicity and liability release. If a winner is ineligible, cannot be contacted, fails to timely return an affidavit/release as specified by Sponsor, declines the Prize, or if a Prize is returned as undeliverable an alternate winner will be selected. If, in Sponsor's opinion, there is any suspected or actual evidence of tampering with any portion of the promotion, or if technical difficulties compromise the integrity of the promotion, Sponsor reserves the right to terminate the promotion and conduct a random drawing to award any remaining Prizes from among all entries received as of the termination date.

4. WINNER VERIFICATION: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. 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.

5. PRIZES RETAIL VALUE: Each entrant will win one (1) Prize instantly during the Promotion Period. **Prizes range in value from \$3-\$500.** No prize substitution, cash substitution, or assignment or transfer of Prizes is permitted. Sponsor reserves the right to substitute a prize of equal or greater value. Limit one (1) Prize per household during the Promotion Period. Allow 24 hours from notification of instant win for delivery of the \$3 and \$5 promo code, and the digital coupons for Free Meal Kits, Free Ice Cream, Free Delivery. Allow approximately one (1) week for activation of the 1-year subscription to Podpass, and four (4) weeks to fulfill each Gift Card prize (\$25, \$50, \$500). All entries will win one (1) of the Prizes (total value of all prizes is \$80,552.00). There will be one (1) Grand Prize of a \$500 Peapod Gift Card awarded; three (3) one-year subscriptions to Podpass, approximate retail value ("ARV") \$119.00 each; 100 digital coupons for Free Delivery, ARV \$9.95 each; 300 digital coupons for Free Ice Cream, ARV \$4.00 each; 200 digital coupons for a Free Meal Kit, ARV \$25.00 each; twenty-five (25) \$50 Gift Cards; fifty(50) \$25 Gift Cards; 8,000 \$5.00 Promo Codes; 10,000 \$3.00 Promo Codes. Any and all applicable federal, state, and local taxes and all fees and any expenses related to

acceptance and use of prizes not specifically stated herein are the sole responsibility of the individual prize winner. Sponsor will not replace any lost or stolen prizes.

6. GENERAL CONDITIONS: This Promotion is governed by the laws of the United States. Sponsor and its agents are not responsible for: (i) any printing or other errors in Promotion 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 their discretion, to cancel or suspend and/or modify this Promotion 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 Promotion. 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 PROMOTION OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION 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 they finds to be attempting to tamper with or undermine the entry process, the web site, and/or the legitimate operation of the Promotion; 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 Promotion is not capable of running as planned, Sponsor may, in its discretion, void any suspect entries and: (a) modify the Promotion or suspend the Promotion to address the impairment and then resume the Promotion 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.

7. PRIVACY: By registering for this promotion, entrants 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 promotion 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.

8. RELEASE AND LIMITATIONS OF LIABILITY: By participating in this Promotion, 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 Promotion; (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 Promotion; (iv) technical or human error which may occur in the administration of the Promotion 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 Promotion or receipt or use or misuse of any prize. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsors reserve 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 PROMOTION OR IN ANY PROMOTION 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 PROMOTION, 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.

9. 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.

10. 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 Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, in a court of competent jurisdiction in the Commonwealth of Massachusetts and in accordance with the laws of the commonwealth of Massachusetts (excluding Massachusetts choice of law provisions). 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 promotion, 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 promotion, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

11. WINNER'S LIST: To obtain a winner's list, send a stamped, self-addressed (#10) envelope to: Peapod's Summer Sweepstakes, c/o Peapod, 300 S. Riverside Drive 6th Floor, Chicago, IL 60606, after August 31, 2018.

SPONSOR: Peapod, 300 S. Riverside Plaza 6th Floor, Chicago, IL 60606.

PROMOTION ADMINISTRATOR: Peapod, 300 S. Riverside Plaza 6th Floor, Chicago, IL 60606.