Peapod Staycation 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 March 28, 2016 at 10:00 a.m. through April 11, 2016 at 11:59 p.m. ("Promotion Period"), visit www.fromthepod.com, click on the "Staycation" link, then follow all instructions, including entry of your name, email address, zip code and answer the prompts. Use of any robotic, automatic, programmed or similar entry method or more than one entry per promotion period will void all entries and result in disqualification. Sponsor’s computer is the official time keeping device for this Promotion. Multiple participants are not permitted to share the same email address or Facebook account. 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 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 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. Prospective entrants must complete and submit the entry form as instructed to be eligible.

Questions regarding this Promotion should be directed to Peapod at 1325 Ensell Rd., Lake Zurich, IL 60047 (facebook@peapod.com), not to Facebook.

ALTERNATIVELY, print your name, address (including zip code), home and work telephone numbers, and email address on a postcard or 3”x5” paper, and mail to Staycation Promotion c/o Peapod at 1325 Ensell Rd., Lake Zurich, IL 60047. LIMIT ONE ENTRY PER PERSON OR HOUSEHOLD PER DAY.

All mail-in entries must be postmarked by April 11, 2016 and received by April 17, 2016, as detailed below in the section entitled “Deadlines.” Limit one entry per outer post-marked envelope. Mechanically reproduced entries are prohibited and will be disqualified. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and to Sponsor’s and/or Administrator’s decisions, which are final and binding in all matters related to the Promotion. All mail-in entries become the property of Sponsor and will not be acknowledged or returned. 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, postage due, 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 their date of entry. Employees of Peapod and any of their respective parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, web site providers, web masters (collectively “Promotion Parties”), and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those or persons living in the same household are not eligible to enter or win. Void where prohibited. All on-line entrants must have access to the Internet prior to the start of the Promotion.

3. DEADLINES: Entry on fromthepod.com ends on April 11, 2016. Mailed entries must be received by the close of business on April 17, 2016, will be void and ineligible.

RANDOM DRAWING: Potential winners will be selected on April 18, 2016, and will be notified by phone, email or overnight courier on or about April 18, 2016. Except where legally prohibited, Potential Winners may be required to execute and return an Affidavit of Eligibility, Liability & Publicity Release within seven (7) days of notification receipt to claim their prize or prize may be forfeited. If a Potential Winner cannot be located after two attempts to contact him/her, or fails to sign and return the Affidavit of Eligibility, Liability & Publicity Release within the required time period, or in the event that a potential Winner is disqualified for any reason, or declines the prize, Sponsor will, if time allows, award the applicable prize to an alternate winner, selected by a random drawing from all remaining eligible entries. Only two (2) alternate drawings will be held, after which any remaining prizes will remain un-awarded.

4. PRIZE/ODDS/APPROXIMATE RETAIL VALUE (“ARV”): Approximate retail value of each prize is as shown below. There will be one (1) Winners of $500 in Peapod Gift Cards, two (2) Winners of a $100 Barnes & Noble Gift Card and $50 Peapod Gift Card, two (2) Winners of a $100 Fandango Gift Card and $50 Peapod Gift Card and ten (10) Winners of a $100 Peapod Gift Card. 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. Odds of winning depend upon the number of eligible entries received during the Entry Period. Limit one prize per household. Winners should allow 6 to 8 weeks from notification for delivery of the prizes. Peapod is solely responsible for distribution of all prizes for the Peapod Staycation Promotion. Odds of winning will depend upon the number of eligible entries received. 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.

5. GENERAL

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 sweepstakes 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 discretion, to cancel or suspend
and/or modify this Sweepstakes 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 impairs the integrity, administration, security, or proper play of the Sweepstakes. 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 their 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 Sweepstakes; 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 Sweepstakes is not capable of running as planned, Sponsor may, in its discretion, void any suspect entries and: (a) modify the Sweepstakes or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes 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: See Peapod’s privacy policy, which can be found at www.peapod.com, for details of how information that is collected in this promotion and from Peapod’s website is used and how you can control the email you receive from Peapod. You can also be removed from Peapod’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 Sweepstakes, 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 entrant, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (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 Sweepstakes; (iv) technical or human error which may occur in the administration of the Sweepstakes 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 Sweepstakes 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, Sponsor 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 SPONSOR’S 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), ITS 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 sweepstakes 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.

7. WINNER’S LIST: To obtain a winner’s list, send a stamped, self-addressed (#10) envelope to: Peapod Staycation Promotion Winners, c/o Peapod, 1325 Ensell Rd., Lake Zurich, IL 60047, after March 16, 2016.

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

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

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