

**2024 FALL FOOTBALL SWEEPSTAKES AT HARRIS TEETER (“SWEEPSTAKES”)
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. BY PARTICIPATING IN THE SWEEPSTAKES, PARTICIPANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF THE SPONSOR WHICH SHALL BE FINAL AND BINDING IN ALL RESPECTS.

1. ELIGIBILITY: The Sweepstakes is open only to legal U.S. residents who (a) reside in Delaware, District of Columbia, Georgia, Maryland, North Carolina, South Carolina or Virginia (each an “Eligible State”); (b) are eighteen (18) years of age or older with a valid US driver’s license or government issued photo ID at the time of entry; and (c) are a Harris Teeter VIC (or e-VIC) member (“VIC Member”). Entrants who are not VIC Members may join at no cost online as described in Section 3A or by calling Harris Teeter customer service at 1-800-432-6111. The Harris Teeter’s Terms and conditions and privacy policy apply and may be found at <https://www.harristeeter.com/i/terms> and <https://www.harristeeter.com/i/privacy-policy>, respectively. The following persons are not eligible to participate: employees, contractors, directors and officers of Frito-Lay, Inc. (“Sponsor”), Harris Teeter Supermarkets LLC, and each of their respective parent, subsidiary and affiliated companies, distributors, participating retailers, Web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Sweepstakes, (collectively, “Promotion Parties”), the NFL Entities (as defined below), and the immediate family members (spouse, parent, child, sibling, grandparent, and/or “step”) of each and those living in their same households (those persons whether related or not who live in the same residence for at least three (3) months during the twelve-month period preceding the start date of the Sweepstakes).

2. SWEEPSTAKES PERIOD: The Sweepstakes begins at 12:00:00 p.m. (noon) Central Time (“CT”) on August 28, 2024 and ends at 11:59:59 p.m. CT on December 10, 2024 (“Sweepstakes Period”). The time clock of the computer administering this Sweepstakes is the official clock for this Sweepstakes.

3. HOW TO ENTER:

A. e-VIC Card Sign-Up: During the Sweepstakes Period, sign up to become an e-VIC member. Visit www.harristeeter.com (“Website”)* and click on the e-VIC button or page and follow the steps to join Harris Teeter’s e-VIC program or visit the Customer Service Desk at a participating Harris Teeter store and complete the application. Anyone registered for e-VIC, prior to August 28, 2024 will be automatically entered into this Sweepstakes. Limit one entry per e-VIC Sign Up per household.

*Entrant may also access the Website by scanning the code on displays at participating Harris Teeter locations. An entrant cannot participate solely by scanning the code. Entrants must have a smart phone or other web-enabled device with a camera feature or code reader application and may incur data charges from their wireless service provider for each use of the code, depending on their service plan. Entrants are solely responsible for any such wireless charges associated with such use, including the downloading (if applicable) and use of the code reader. If you do not have a code scanner on your phone, search for one in your mobile device's application store to find available code readers for your phone or device. Code readers may not be available on all devices. Check with your wireless service provider for details on these and any other applicable charges. Mobile entry is not required to submit an entry or win a prize in this Sweepstakes.

B. Entry by Mail (for VIC Members/VIC Card holders who are not e-VIC members): In lieu of "e-VIC Card Sign-Up", you may also enter simply by hand-printing your name, complete address (including city, state and zip code), day and evening phone numbers, age, e-mail address and complete 11-digit VIC card number, on a single 3" x 5" card (the "Mail-In Entry") and mailing it to: 2024 Fall Football Sweepstakes at Harris Teeter, Harris Teeter, Inc., P.O. Box 10100, Matthews, NC 28106. No purchase or use of a VIC Card is necessary to enter by mail. Customers are limited to one (1) Mail-In Entry per VIC card and only one Mail-In Entry per envelope. Only original hand printed Mail-In Entries are eligible. Mechanically reproduced Mail-In Entries will not be accepted. Each Mail-In Entry must be placed in a separate outer mailing envelope, in accordance with the Sweepstakes entry limits set below. Any Mail-In Entry received in excess of the one request per VIC card or household and/or the one request per envelope will not be entered into the drawing. All Mail-In Entries must be postmarked by December 10, 2024 and received by noon on December 17, 2024 in order to be eligible. All Mail-In Entries become the exclusive property of Harris Teeter and will not necessarily be acknowledged or returned.

Limit one (1) entry per VIC Member/household. Limit one (1) e-VIC account/VIC Card per person. VIC Cards that are stolen, fraudulent, tampered with or otherwise altered are not eligible for use in the Sweepstakes.

All entrants must have a valid email address. The name of the person submitting the entry into the Sweepstakes must be the authorized account holder of the email address used to enter, otherwise, entry may be deemed void. Multiple entrants may not share the same email address. In the event of a dispute over the identity of an entrant, entry will be declared as made by the authorized account holder of the email address used during the entry process. The potential winner may be required to provide identification sufficient to show that they are the authorized account holder of such email account.

Each online entry must be manually keystroked and/or manually entered by the individual entrant. Automated and/or repetitive electronic submission of entries (including but not limited

to entries made using any script, macro, bot or sweepstakes service) will be disqualified and transmissions from any such scripts, macros, bots or sweepstakes services or related email addresses or IP addresses may be blocked. If it is discovered that an entrant used multiple email addresses, phone numbers and/or mailing addresses, or manipulated such information for the purpose of obtaining more than one (1) entry, such person will be disqualified and any prize won, shall be forfeited.

5. RANDOM DRAWING: The potential winner will be selected in a random drawing to be held on or about December 17, 2024 (in the afternoon) from among all eligible entries received by Harris Teeter, whose decisions shall be final. Odds of winning depend on the number of eligible entries received for a given drawing.

6. PRIZE DETAILS: Prize (1): The prize consists of a trip for the winner and winner's one (1) guest to Super Bowl LIX scheduled to take place on February 9, 2025 in New Orleans, Louisiana. Travel dates: February 7, 2025 – February 10, 2025. The trip consists of two (2) game tickets; round-trip coach air transportation for winner and one (1) guest from a major airport nearest winner's home to New Orleans; double-occupancy, standard hotel accommodations (one room) for three (3) nights; two (2) Taste of the NFL Party ("Party") tickets; group transportation to the Party (as determined by Sponsor, in Sponsor's sole discretion); shared-bus transportation from hotel to game and back to hotel after the Game; two (2) commemorative gift bags; and \$750.00 (awarded in the form of a check, payable to winner). Prize Conditions apply, see below. Approximate Retail Value ("ARV"): Up to \$17,295.00, depending on winner's point of departure.

Prize Conditions: Ground transportation (other than mentioned above), upgrades, meals, gratuities, souvenirs, luggage fees, and all other expenses not specified herein are solely the winner's responsibility. A minor child may accompany winner as a guest only if minor's parent or legal guardian is the winner. Minor must be accompanied at all times during all prize-related events by minor's parent or legal guardian. Once the guest is selected, they may not be substituted, except in Sponsor's sole and absolute discretion. The guest (or their parent or legal guardian if guest is a minor) must complete and return a Liability/Travel Release prior to Sponsor's designated travel agency making travel arrangements. All travel and prize-related events are subject to availability, change and restrictions. Selection of airport, airline and hotel are at Sponsor's sole discretion. Selection of seating on flights are at Sponsor's sole discretion. If winner resides within 250 miles of New Orleans, LA, another method of transportation may be substituted for air transportation by Sponsor, in its sole discretion. Winner will be required to provide a credit card prior to hotel check-in and is solely responsible for all incidental charges and may be required to sign an additional liability release for the use of the accommodations. Sponsor assumes no responsibility for canceled, delayed, suspended or rescheduled prize-related events (including, but not limited to airline flights) or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations beyond its control. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and

schedule or route changes. Sponsor is not responsible for changes in schedule of any element of the prize or for any expenses incurred as a consequence of flight cancellation or delay. Sponsor is not responsible and will have no liability if the winner and/or their guest is, for any reason, not permitted to travel by the relevant airport authorities or misses a flight or other travel element or redeem any other prize element. Winner and guest must travel on the same itinerary. Winner and guest must have all necessary identification and/or travel documents (e.g., a valid U.S. government issued ID, driver's license, Real ID or passport) required for travel within the United States.

Game is subject to change, and cancellation. Sponsor assumes no responsibility for a canceled, delayed, suspended or rescheduled game. No alternative date will be provided. If winner cannot attend the game on the date specified, prize shall be forfeited and Sponsor shall have no further obligation to such individual. Tickets are only valid for the date shown on the ticket. Seating assignments at the game are in Sponsor's sole discretion. Sponsor and the NFL Entities are not liable for any missed events or opportunities or expenses incurred as a consequence of any transportation delay or in the event winner and/or a guest is late to the game (through no fault of Sponsor or due to Force Majeure Event). Winner agrees that acceptance of the prize and use of the prize by winner and their guest is done so entirely at their own initiative, risk, and responsibility. Resale of game tickets is strictly prohibited. All NFL tickets are subject to certain terms and conditions as specified thereon, including the requirement that winner must download a mobile ticketing app (valid email address required) and present tickets at stadium via a mobile device. Winner and guest must abide by all venue policies and regulations, including without limitation all health and safety protocols, and ticket terms and conditions at all times. Sponsor and NFL Entities reserve the right to revoke the full or partial prize from any winner or guest who the Sponsor, NFL Entities or venue personnel deem in any of their sole discretion, may be intoxicated, be a safety risk, have violated any venue or NFL policy or law, fail to comply with the NFL's (or its designee's) health and safety protocols, or bring the Sponsor, Promotion Parties or NFL Entities into disrepute. Winner is responsible for any loss of prize or portion of any prize after it has been delivered. Sponsor will not replace any lost or stolen portions of the prize. For the avoidance of doubt, unused tickets cannot be refunded, exchanged or applied towards tickets for any subsequent NFL event or for cash.

Winner and guest irrevocably waive all claims against the Sponsor and the NFL Entities, and agree that the Sponsor and the NFL Entities will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes, the prize awarded, personal injury, or wrongful death, a potentially heightened risk of exposure to communicable diseases, viruses, bacteria or illnesses (including, without limitation, COVID-19) and the causes thereof, and sickness arising as a result of participant's participating in the Sweepstakes and related activities (e.g., travel, game attendance), wherever, whenever or however the same may occur. Winner and guest must abide by all venue, federal, state and local COVID-19 guidelines while in attendance at the game. Winner and guest fully understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "COVID-19") is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are or have been present; (b) no precautions, including any protocols

that will be implemented from time to time by the NFL Entities, can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and/or underlying medical conditions; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition.

7. WINNER NOTIFICATION: The potential winner will be notified via email and/or phone at the email address or phone number associated with their e-VIC membership. The notification will provide instructions on how to claim the prize including that the winner must complete and return a properly executed IRS Form W-9 and an Affidavit of Eligibility/Liability Release with (where lawful) a publicity release (“Affidavit”) within forty-eight (48) hours from the time the email containing the Affidavit was sent.

Sponsor and Promotion Parties are not responsible for suspended or discontinued wireless service or any change in participant's mobile number, email address, mailing address or daytime phone number which may result in the potential winner not receiving an initial prize notification. Sponsor and Promotion Parties are not responsible for any undelivered or unanswered emails, including without limitation, emails that are not received because of a winner's privacy or spam filter settings which may divert any Sweepstakes email, including any winner notification email, to a spam or junk folder. If (a) an attempted notification or prize is returned as undeliverable; (b) the potential winner does not respond to the prize-claim instructions as stated within the notification; (c) any required documents are not returned within the allotted time period as stated herein; (d) the potential winner cannot be verified; or (e) the potential winner is otherwise unable to accept the prize as stated, the prize may be forfeited, in Sponsor's sole discretion, and awarded to an alternate winner. Upon forfeiture of a prize, for any reason as stated within these Official Rules, no compensation will be given. Prize will only be awarded to individuals residing within an Eligible State as listed in Section 1. Additional information regarding the prize will be communicated to the confirmed winner.

8. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by Sponsor, Promotion Parties, and NFL Entities for lost, late, stolen, undelivered, mutilated, illegible, incomplete, misdirected or postage-due mail, email or entries. No liability or responsibility is assumed by Sponsor, Promotion Parties, and NFL Entities resulting from participant's participation in or attempt to participate in the Sweepstakes. No responsibility or liability is assumed by the Sponsor, Promotion Parties, and NFL Entities for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Sweepstakes: Hardware or software errors; faulty computer, telephone, cable, satellite, network, wireless, electronic or Internet connectivity or other online or network communication problems; errors or limitations of any Internet or wireless service providers, servers, hosts or other providers; garbled, jumbled or faulty data transmissions; failure of any data transmissions to be sent or received; lost, late, delayed or intercepted transmissions; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or Website; unauthorized human or non-human intervention of the

operation of the Sweepstakes, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, or worms; or destruction of any aspect of the Sweepstakes, or loss, miscount, misdirection, inaccessibility or unavailability of the Website or an email account used in connection with the Sweepstakes. Sponsor, Promotion Parties, and NFL Entities are not responsible for any printing, typographical, technical, computer, network or human error which may occur in the administration of the Sweepstakes, submissions of entries, processing of entries, the announcement of a prize or these Official Rules, or any inaccurate or incorrect data contained on the Website. Use of Website is at user's own risk. Sponsor, Promotion Parties, and NFL Entities are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer or web-enabled device resulting from participation in the Sweepstakes.

9. RELEASE OF LIABILITY: By participating in the Sweepstakes, participants agree (a) to release and hold harmless Sponsor, Promotion Parties, the NFL Entities and each of their respective parent companies, subsidiaries, affiliates, officers, directors, employees, governors, owners, distributors, retailers, agents, assignees, advertising/promotion agencies, and representatives and agents from any and all claims, actions, losses, injuries, damages or liabilities arising from or relating to such participant's participation or inability to participate in the Sweepstakes; (b) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. By accepting a prize, winner (a) agrees that the Sponsor, Promotion Parties, NFL Entities, and all of their respective officers, directors, employees, representatives and agents will have no liability whatsoever for, and shall be held harmless by winner against, any liability including, without limitation, for personal injury or death to participant or any third party or damage to personal or real property due in whole or in part, directly or indirectly, by any reason, including the acceptance, possession, use or misuse of a prize, including travel thereto; and (b) grant (and agree to confirm grant in writing promptly upon request) to Sponsor, and its designees and assigns the right to the use of their name, photograph, likeness, voice, image, statements and biographical information, at any time or times, for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide, including the Internet without review, notification or approval, and additional compensation or consideration, unless prohibited by law. Sponsor, Promotion Parties, the NFL Entities are not liable in the event that any portion of the Sweepstakes (including any prize) is compromised, modified or canceled due to pandemics or epidemics, outbreaks of infectious disease or any other public health crisis including quarantine measures of any government authority or other restrictions, weather, fire, strike, acts of war or terrorism, government restriction, or any other condition beyond their control (a "Force Majeure Event").

10. GENERAL CONDITIONS: Winner is solely responsible for any taxes on the prize, if any. Winner will be required to give their social security number to Harris Teeter or Sponsor or their

designee as a condition of receiving the prize and will receive an IRS Form 1099 for the ARV of their prize, if applicable. No cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor. No transfer of prize is permitted. Prize is awarded “as is” with no warranty or guarantee, either express or implied by Sponsor. An unclaimed prize will not be awarded. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute a prize with another prize of equal or greater value. Any difference between the stated ARV and actual value of a prize will not be awarded. If for any reason the Sweepstakes is not capable of running as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes or any other factors beyond Sponsor’s reasonable control, Sponsor reserves the right, at its sole discretion, to (a) disqualify any individual who is responsible or who tampers with the operation of the Sweepstakes; and (b) cancel, modify or terminate the Sweepstakes. In the event of cancellation, Sponsor will randomly award the prize from among all eligible, non-suspect entries received prior to cancellation. This Sweepstakes is offered only in the Eligible States and all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant’s rights and obligations, or the rights and obligations of the Sponsor or Promotion Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules. By entering, participants consent to the jurisdiction and venue of the federal, state and local courts for Collin or Dallas Counties, Texas.

11. BINDING ARBITRATION: Any controversy or claim arising out of or relating to the Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Texas law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal (other than that claim will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable, or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute.

Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

12. PRIVACY: Please see Sponsor's privacy policy located at <https://contact.pepsico.com/fritolay/privacy-policy> for details of Sponsor's policy regarding the personal information collected in connection with this Sweepstakes. Additionally, any communication between participant and Sponsor or its agencies regarding this Sweepstakes (e.g., phone calls, text messages, chats, emails, etc.) may be recorded for quality assurance and training purposes. Winner's name will be included in a publicly available winner's list.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A PARTICIPANT, TO DELIBERATELY INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

13. WINNER'S LIST: For the name of the winner, send a self-addressed, stamped envelope to be received by January 17, 2025 to: Harris Teeter, Inc., 2024 Fall Football Sweepstakes at Harris Teeter Winner's List Request, P.O. Box 10100, Matthews, NC 28106.

14. SPONSOR: Frito-Lay, Inc., 7701 Legacy Drive, Plano, TX 75024.

15. THE NFL ENTITIES: The National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC, NFL Productions, LLC, NFL International, LLC, NFL Players Association, NFL Players Incorporated, and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, members, representatives, and employees (collectively, the "NFL Entities") will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or any prize awarded. The NFL Entities have not offered or sponsored this Sweepstakes in any way.

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