

**Beiersdorf-Harris Teeter Sweepstakes
Official Rules**

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. STANDARD TEXT MESSAGE RATES WILL APPLY TO ALL TEXTS SENT AND RECEIVED. VOID WHERE PROHIBITED. The Beiersdorf-Harris Teeter Sweepstakes ("Promotion") begins at 12:00:01 AM Eastern Time ("ET") on July 7, 2018 and ends at 11:59:59 PM ET on September 2, 2018 ("Promotion Period"). The Promotion is a game of chance ("Sweepstakes"). *The computer clock of Sponsor is the official time-keeping device in the Promotion.*

- 1. ELIGIBILITY:** Before entering the Promotion, each entrant must review and be bound by the Sweepstakes Terms and Conditions as set forth below. By entering the Promotion, entrants accept and agree to be bound by the Sweepstake Terms and Conditions, and accept the decision of the Sponsor as final and binding in all respects. The Promotion is open only to legal residents of the 50 United States and the District of Columbia (includes Alaska and Hawaii), who are 18 years of age or older at the time of entry. Employees, officers and directors of Harris Teeter (the "Sponsor"), and its subsidiaries, Beiersdorf, Snipp Interactive, and Realtime Media LLC, their respective parent companies, affiliates, subsidiaries, advertising, and fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating in the Promotion, you release, discharge and hold harmless Promotion Parties, their respective parents, affiliates, subsidiaries, retailers, advertising and promotion agencies and the respective officers, directors, employees and agents of each of the foregoing, from any and all damages whether direct or indirect, which may be due to or arise out of participation in the Promotion or any portion thereof, or the acceptance, use/misuse or possession of any prize. By participating, you agree to these Official Rules and to the decisions of the judges and Sponsor, which are final and binding in all respects. Void anywhere not listed above, and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply. Winning a prize is contingent upon fulfilling all requirements set forth herein. All entries must be submitted by the end of the Promotion Period as stated above.
- 2. HOW TO ENTER:** Text the keyword "**GETAWAY**" to cellular number **811811** during the Promotion Period. Once the keyword is received, participants will receive a response text with a link to www.winwithsummerskin.com (the "Website"). Once the participant accesses the Website (which they can do directly), they will be directed to the registration form where they must enter their true and correct information in the required fields (required fields include: Full Name, Complete Mailing Address, Email Address, Phone Number and Birthdate). Upon completing the registration form, the participant will earn one (1) Entry into the Sweepstakes ("Sweepstakes Entry" or "Entry"). Returning users will simply log in with their email address to earn another Sweepstakes Entry each day. Standard carrier charges apply. Contact your carrier for plan details and pricing. Entry via text-messaging may not be available via all wireless carriers. Text "STOP" to 811811 to opt-out.

Carrier specific charges for text messages may apply, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement. SMS may not be available for all service providers or for all handsets. Cellular phone carrier's instructions for text messaging may be different. Check your phone capabilities for specific instructions. The text message entry portion of this sweepstakes works with most U.S cellular carriers and requires a two-way text messaging enabled cellular phone. Sponsor makes no guarantee that any particular wireless service provider will participate. Check with your service provider for details. By selecting to play via text messaging, you grant permission to the Sponsor to notify them via return text message and must agree to accept all applicable charges associated therewith. Wireless service providers may charge you for each text message, including any error message that is sent and received in connection with the Promotion, based on the applicable wireless service plan. You are responsible for all applicable fees and taxes associated with placing an SMS entry. Sponsor in its sole discretion may add or delete a cellular carrier at any time, without notice. Text message entries will be deemed to have been submitted by the registered owner of the device used to enter.

Limit of one (1) Sweepstakes Entry per person, per email address, per phone number, per day, throughout the Promotion Period. Entrants may not share an email address or cellular accounts.

3. **SWEEPSTAKES DRAWINGS/ODDS:** On or about September 5, 2018, the Administrator will conduct an electronic randomized drawing from all eligible Sweepstakes Entries received during the Promotion Period to select One (1) potential Sweepstakes Grand Prize Winner. The Sweepstakes Grand Prize Winner will be announced on or about September 12, 2018 at 12:00PM ET. Odds of winning the Sweepstakes Grand Prize depend on the eligible Entries received during the Promotion Period.
4. **WINNER NOTIFICATION/AWARDING:** The potential Sweepstakes Grand Prize Winner will be notified by email and/or phone within three (3) business days of winner selection or as soon as reasonably practicable, and will have three (3) days to respond to winning notification before forfeiting their prize. Upon forfeiture, Administrator shall conduct further electronic randomized drawings until One (1) Sweepstakes Grand Prize Winner responds to the winning notification. Potential winners may be required to prove he or she is the qualified winner by presenting identification acceptable to the Administrator (e.g., state driver's license; state issued identification card; valid passport with address verification; or birth certificate with social security card and photo identification and address verification). The potential Sweepstakes Grand Prize Winner will be sent an Affidavit of Eligibility/Liability Release via email. All forms must be completed, signed, notarized and returned to Administrator within three (3) days of date of issuance. Potential winner becomes the "Winner" only after verification of eligibility by Sponsor. If such potential winner cannot be contacted time period set forth herein, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner will be selected from among all remaining eligible Entries for that drawing.
5. **PRIZE AND PRIZE LIMITATIONS:** One (1) Sweepstakes Grand Prize will be awarded as detailed below:

SWEEPSTAKES GRAND PRIZE (1): One (1) Sweepstakes Grand Prize will be awarded which will consist of:

- One (1) travel gift card in the amount of \$4,000.

The Approximate Retail Value of the Sweepstakes Grand Prize is \$4,000.

PRIZE LIMITATIONS: Prize will only be awarded by Sponsor upon potential winner's verification of eligibility and final approval by Sponsor. No prize substitution, cash equivalent of prizes, transfer or assignment of prizes is permitted, except by Sponsor which reserves the right to substitute a prize with one of comparable or greater value, in its sole discretion. If it is discovered during prize verification Entrant has entered, attempted to enter, or used multiple accounts to enter more than the stated limit, Entrant will be disqualified at the discretion of the Administrator, or will be void. Entries generated by script, macro or other automated means, which subvert the entry process, are void. All Promotion Entries become the property of Sponsor and will not be acknowledged or returned. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

6. **TEXT MESSAGING (SMS) TERMS AND RESTRICTIONS:** Message and Data Rates may apply. By texting "GETAWAY" to 811811, you consent to receive up to eight (8) one-time automated text messages to the number you provided from Snipp Interactive Inc. ("Snipp"). You are not required to give this consent to purchase any goods or services. The text message you send is your electronic signature agreeing to these terms and to giving electronic written consent to receive automated text messages from Snipp and/or Program Sponsors. *Carrier specific charges for text messages may apply, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement.* SMS may not be available for all service providers or for all handsets. Cellular phone carrier's instructions for text messaging may be different. Check your phone capabilities for specific instructions. Program Sponsor makes no guarantee that any particular wireless service provider will participate.

Check with your service provider for details. By selecting to participate via text messaging, the Participant grants permission to the Program Sponsor to notify them via return text message and must agree to accept all applicable charges associated therewith. Wireless service providers may charge Participant for each text message, including any error message that is sent and received in connection with the Program, based on the applicable wireless service plan. Participant is responsible for all applicable fees and taxes associated with submitting a receipt using SMS messaging. You may text STOP to 811811 at any time to exit Program and to stop receiving text messages, or HELP for help. Sponsor's privacy policy is available at <https://www.harristeeter.com/privacy-policy>.

- 7. MISCELLANEOUS:** Promotion Parties are not responsible for late, lost, incomplete, corrupted, stolen, garbled, damaged, delayed, undelivered or misdirected Entries, all of which are void. Online Entries will be considered to be entered by the authorized account holder of the e-mail address submitted at time of entry and he/she must comply with these Official Rules. The authorized account holder is deemed as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. By entering the Promotion and voluntarily providing personal information as described in these Official Rules, you recognize and agree that the registration information provided by you will be made available to Sponsor; use of such information will be governed by Sponsor's Privacy Policy found at <https://www.harristeeter.com/privacy-policy>. Upon entering the Promotion, winners grant Sponsor the right to print, publish, broadcast, and use world-wide in any media now known or later developed, the winner's name, portrait, picture, voice, likeness, city and state of residence, and biographical information for any purpose, including but not limited to, in advertisements, publicity, and other communications, worldwide, in perpetuity, without additional compensation, notification or permission, except where prohibited by law. You agree to comply with these Official Rules and the decisions of the Sponsor and judges shall be binding and final.
- 8. RELEASE:** As a condition of entering the Promotion, you agree that (1) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental, consequential or any other damages, and any claims, judgments or awards shall be limited to actual out-of-pocket expenses; (2) all causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form class action; and (3) in no event will you be entitled to receive attorneys' fees. BY ENTERING THE PROMOTION, YOU AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS PROMOTION PARTIES AND THE RESPECTIVE OFFICERS, DIRECTORS, AND AGENTS OF EACH, FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE DUE TO OR ARISE OUT OF PARTICIPATION IN THE PROMOTION OR ANY PORTION THEREOF, OR THE ACCEPTANCE, USE/MISUSE OR POSSESSION OF PRIZES, OR ANY PRIZE-RELATED TRAVEL OR ACTIVITY. YOU WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9. DISCLAIMER:** Promotion Parties are not responsible for printing or typographical errors in these Official Rules or in any Promotion-related materials. Sponsor reserves the right, in its sole discretion, to disqualify any individual that tampers with the entry process. Sponsor also reserves the right to terminate, suspend, cancel or modify the Promotion and award the prizes for the Promotion from among all eligible, non-suspect entries received (i) as of the date of termination using the judging procedure outlined above or in a random drawing for the Sweepstakes if for any reason this Promotion is not capable of running as planned due to any reason, including infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes that may corrupt or impair the integrity, fairness or proper play of the Promotion. Promotion Parties are not responsible or liable for any events which may cause errors and/or the Promotion to be stopped, including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, nor are they responsible for any problems or technical malfunction of any telephone, network or telephone lines, computer on-line systems, servers, or cable, satellite, or Internet Service Providers, computer equipment, software or any other failure of any email or Entry to be received by Sponsor on account of

technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to yours or any other person's computer relating to or resulting from participation in this Promotion or downloading any materials in this Promotion. Promotion Parties are not responsible for computer, mechanical, technical, electronic, network or other errors or problems, including any errors or problems that may occur in connection with the administration of the Promotion, the processing of Entries, or in any other Promotion-related materials. Promotion Parties may stop you from participating in this Promotion if you violate Official Rules or act, in Sponsor's sole discretion: (a) in a manner Sponsor determines to be not fair; (b) with an intent to annoy, threaten or harass any other entrant or the Sponsor; or (c) in any other disruptive manner. Should more prizes be awarded through a computer, hardware, or software malfunction, error or failure, or for any other reason, in any prize category, than are stated for that category in the Official Rules, Sponsor reserves the right to award only the number of prizes stated in the Official Rules for that category. In no event will more prizes be awarded than that listed in Section 5.

CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.

- 10. CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of Delaware. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of Delaware. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.
- 11. GENERAL CONDITIONS:** If any one or more provisions of these rules are held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity, effect, or enforcement of any other provision or provision of these rules. If any entrant does not agree to any of the Terms and Conditions set forth herein, then they are ineligible to participate in the Sweepstakes. Sponsor reserves the right to modify, change, or alter these Terms and Conditions at any time without notice to Entrants.
- 12. TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. The Sponsor is not responsible for any such taxes or expenses. A 1099 Form (preceded by a W9 Form) will be issued to the Sweepstakes Grand Prize Winner.
- 13. WINNERS LIST:** To receive a copy of the winner list, send a self-addressed, stamped envelope for receipt by September 15, 2018 to: Beiersdorf-Harris Teeter Sweepstakes Winners List Request, c/o Realtime Media, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA19428.

SPONSOR: Harris Teeter, 701 Crestdale Road, Matthews, NC 28105

ADMINISTRATORS: Realtime Media LLC, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428