

Stop & Shop 4th Annual Dr. Martin Luther King Jr./ Black History Month Essay Contest "Making a Difference - What kind of business would you create to help your community?"

OFFICIAL RULES AND GUIDELINES

NO PURCHASE NECESSARY TO ENTER OR WIN. Void where prohibited, taxed or otherwise restricted by law. All federal, state and local laws and regulations apply. Read all of the contest rules. Entries that do not adhere strictly to these rules and guidelines will not be judged. (See eligibility restrictions below.)

1. Eligibility Restrictions:

The 4th Annual Dr. Martin Luther King Jr./ Black History Month Essay Contest – Making a Difference – What kind of business would you create to help your community?" (the "Contest") is open to legal U.S. private and public school students in grades 6-8 who currently reside in Massachusetts, Rhode Island, New Hampshire, Connecticut, or Maine (Region 1) or New York, New Jersey (Region 2) who meet the following criteria: (i) entrants must reside in the contest market area and Region; (ii) entrants must be currently enrolled as a student in a private or public school system (grades 6 through 8); and (iii) entrants may not be the children, IRS dependents, or household members (whether or not related) of associates, officers and directors of The Stop & Shop Supermarket Company LLC (the "Sponsor"), or their respective parent companies, subsidiaries or affiliates, advertising agencies, participating sponsor/promotional partners, judging or fulfillment agencies, and dealers.

a. Entrants are required to provide truthful information or the Sponsors will reject any entry that they discover to be false or fraudulent.

2. How to Enter the Contest:

a. The Contest will begin on 11/9/2009 and end on 12/18/09 (the "Contest Period").

b. To participate, entrant must submit his/her essay on "Making a Difference - What kind of business would you create to help your community?" as described below. Essay submissions and entry forms will be accepted via U.S. Mail addressed to: 4th Annual Dr. Martin Luther King Jr./Black History Month Essay Contest, c/o Stop & Shop Department of Diversity and Inclusion, P.O. Box 55888, Boston, MA 02205-5888. All entries must be postmarked by 12/18/09.

c. All submitted entries shall become the property of the sponsor, and no submissions will be acknowledged or returned. The copyright to the essay remains the exclusive property of the entrant.

d. Sponsors are not responsible for entries not received due to network service outages or delays, computer difficulties or any other technological glitches, or for lost, stolen, misdirected, late, illegible, incomplete or mutilated entries by mail.

- e. Each student may enter only one (1) essay.

3. **Essay Instructions:** The essay must address the following topic “*Making a Difference – What kind of business would you create to help your community?*” Essays must be NO MORE THAN 500 WORDS, written in English, and submitted with a completed application package (one (1) typewritten copy, double-spaced with 1” margins and the entry form). Each essay submitted must be the work of one student and may not be the collective work of multiple students. Submission of an essay certifies that the essay is original, authored solely by the individual student and does not violate any copyrights.

4. **Prizes:**

a. **Two (2) 6th Grade Prizes in each Region:** A \$500 check for First Place, and a \$250 check for Second Place. In addition, each prize winner will need to be available for an appearance in a local store, to be determined by the sponsor.

b. **Two (2) 7th Grade Prizes in each Region:** A \$750 check for First Place and a \$500 check for Second Place. In addition, each prize winner will need to be available for an appearance in a local store, to be determined by the sponsor.

c. **Two (2) 8th Grade Prizes in each Region:** A \$1000 check for First Place and a \$750 check for Second Place. In addition, each grand prize winner will need to be available for an appearance in a local store, to be determined by the sponsor.

d. Total value of all prizes is \$7,500. There are no substitutions or transfers of prizes. The prizes are expressly limited to the item(s) listed above and do not include taxes or any other expenses. Other restrictions may apply. All taxes, fees and/or costs incurred in winning or to claim the prize and any other expenses not specified are the sole responsibility of the winners.

5. **Selection of Winners:**

a. Decisions by the sponsor with respect to the contest are final and binding in all matters.

b. All essay submissions that adhere to the guidelines will be judged with special attention to: (1) Expression of theme as it relates to “*Making a Difference – What kind of business would you create to help your community?*” (2) Clarity of information as conveyed by the essay and (3) creativity and grammar. Entries will be judged anonymously and will not be returned to students.

c. A panel of judges selected by the sponsor will review all qualified essays received from the Regions. Decisions of the judges are final and binding. Winners will be selected by grade for each region. Limit one prize per family/household. Sponsor reserves the right not to award a prize or any prizes when submissions do not meet contest rules and guidelines or criteria.

d. Sponsor will notify the potential winners via U.S. mail and/or overnight courier on or about February 03, 2010. The parents or legal guardians of potential winners must execute and return

any required Affidavit of Eligibility/Release of Liability Prize Acceptance Form within five (5) days of notification or prize will be forfeited and an alternate winner may be selected from the remaining eligible entries. If prize notification is returned as undeliverable, or the winner cannot be located, or does not respond by deadline date an alternate winner will be chosen and awarded a prize.

6. Conditions:

a. Payment of any federal, state and local taxes is the sole responsibility of the winners. Winners may be required to sign an IRS Form W-9 or the equivalent. All winners will be issued a 1099 tax form reflecting the ARV of each prize awarded.

b. The winners agree to have their essay, name, or voice used or published in whole or in part in any advertising or broadcasting material relating to this contest for promotional purposes in any and all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval, without further payment or consideration, and, where legal, to sign a publicity release confirming such consent prior to acceptance of the prize. Each winner's parent or legal guardian will be required to provide such consent. By entering the contest, entrants waive all rights to claim punitive, incidental and consequential damages, attorneys' fees or any damages other than actual out-of-pocket costs incurred to enter. Sponsors reserve the right not to publish any essay that they deem inappropriate for any reason.

c. Prior to awarding any prize or prize certificate, sponsors in their sole discretion may require contest winners and/or the custodial parent or guardian of contest winners to sign a liability release agreeing to hold the sponsors and each of their parents, subsidiary or affiliated companies, their advertising agencies, participating sponsors/promotional partners, and the officers, shareholders, directors, employees, agents and representatives of each of them harmless against any and all claims or liability arising directly or indirectly from the prize or participation in the contest, provided that any such release shall not apply to intentional misconduct.

d. Sponsor reserves the right to make changes in the rules of the contest, including the substitution of a prize of equivalent value, which will become effective upon announcement.

e. Failure to comply with the contest rules may result in a contestant's disqualification, solely at the discretion of sponsor. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process, the operation of the sponsor's website or who is otherwise in violation of the rules. Sponsors further reserve the right to cancel, terminate or modify the contest if it is not capable of being completed as planned, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort.

f. Entrants and winners further agree to waive any right to claim ambiguity in the contest or in these official rules and guidelines. Entrants and winners agree that sponsors have made no representation, warranty or guaranty, expressed or implied, in law or in fact, relative to the prize. Sponsor is not responsible for typographical or other errors in the printing, the offering or the administration of the contest or in the announcement of a prize.

g. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these official rules and guidelines, or the rights and obligations of the participant, sponsors, and judges in connections with the contest, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Massachusetts, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts. The information provided by the entrant will be used solely for the purposes of this contest and will not be rented, sold, or relinquished.

h. Copies of the entry form or written contest rules or winners' list (when complete) are available during regular business hours at participating Stop & Shop locations or at the Sponsor's website: www.stopandshop.com. The list of contest winners will be available after 2/18/2010.

7. **Sponsor:** The Stop & Shop Supermarket Company LLC, 1385 Hancock Street, Quincy, MA 02169. Trademarks and logos associated with The Stop & Shop Supermarket Company LLC, are registered with the U.S. Patent and Trademark Office. © 2010. All rights reserved.