

Giant Eagle, Inc.
GetGo Fan Fuel Sweepstakes Promotion
Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.

1. **Timing:** The GetGo Fan Fuel Sweepstakes Promotion ("Promotion") begins on November 29, 2021, at 12:01 a.m. Eastern Time ("ET") and ends on December 16, 2021, at 11:59 p.m. ET (the "Promotion Period"). Sponsor's computer is the official time keeping device for this Promotion.
2. **Eligibility:** The Promotion is open only to legal residents of the State of Indiana (U.S.) who are at least 18 years old at the time of entry. Employees of Giant Eagle, Inc., the Indianapolis Colts, Inc. ("Club"), and any of its affiliate companies, as well as the immediate family (spouse, parents, in-laws, siblings, and children) and household members of each such employee are not eligible. Void where prohibited by law. The Promotion is subject to all applicable federal, state, and local laws and regulations. Participation in the Promotion constitutes participant's full and unconditional agreement to these Official Rules and by the Sponsor's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.
3. **How to Enter:** No purchase necessary. There are two ways to enter:
 - a. **ENTER USING YOUR GIANT EAGLE ADVANTAGE CARD:** Each time you use your Giant Eagle Advantage Card at participating GetGo locations in Indianapolis, IN during the Promotion Period, you will automatically receive one entry into the Promotion.
 - b. **ENTER WITHOUT PURCHASE BY EMAIL:** During the Promotion Period, email getgocoltssweepstakes@gmail.com with the subject line "GetGo Fan Fuel Sweepstakes", and include the following information in the body of your email: first name, last name, email address, phone number, and full mailing address (including zip code). For each email you send in accordance with these instructions during the Promotion Period, you will automatically receive one entry into the Promotion.

For All Entries: Limit: There is no limit to the number of entries you may have, regardless of the method of entry, provided that, any automated methods of entry will be void. Use of any automated system to participate is prohibited and will result in disqualification of participant and voiding of all of participant's entries. In the event of a dispute as to any email address, the authorized account holder of the email address used to register for such email address will be deemed to be the participant. 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. Each

potential winner may be required to show proof of being the authorized account holder.

4. **Winner Selection and Notification:** On or around December 17, 2021, Sponsor will randomly select one potential Grand Prize winner and ten potential Runner-Up Prize winners from among all eligible entries received during the Promotion Period. Drawings will take place at Sponsor's headquarters as set forth below. Winners need not be present. Potential winners will be notified by email or telephone on or about December 17, 2021. Except where prohibited, each potential winner may be required to sign and return to the Sponsor, within ten days of being notified, an Affidavit of Eligibility, Liability, and Publicity Release, in order to claim his/her prize. If a potential winner cannot be contacted within two days of the first attempt to contact him/her or if he/she fails to sign and return the Affidavit of Eligibility, Liability, and Publicity Release within the required time period or prize is returned as undeliverable, potential winner forfeits prize, and an alternate participant will be selected in his/her place at random from among all remaining eligible entries received during the Promotion Period. Only three alternate drawings will be held after which the prize will remain un-awarded. Prize will be fulfilled two weeks after winner confirmation.
5. **Prizes:** ONE GRAND PRIZE: One Grand Prize winner will receive a Grand Prize package consisting of the following:

| Prize Item | Approximate Retail Value ("ARV") |
|---|----------------------------------|
| Four club tickets for admission to the Indianapolis Colts game on January 2, 2022, vs. the Las Vegas Raiders | \$1,280 |
| One VIP parking pass for the Indianapolis Colts game on January 2, 2022, vs. the Las Vegas Raiders | \$50 |
| One photograph to be taken with the Indianapolis Colts mascot "Blue" at the time the Grand Prize package is delivered to the winner.* Photograph will be featured on Blue's Facebook page | priceless |
| One gift card in the amount of \$250.00 redeemable at the Indianapolis Colts pro shop inside of Lucas Oil Stadium or online at the official Indianapolis Colts store at shop.colts.com. | \$250 |
| One official NFL helmet autographed by members of the 2021-2022 Indianapolis Colts team | \$350 |
| One game-used football from an Indianapolis Colts regular season football game | \$100 |
| One gift card in the amount of \$200.00 redeemable at Giant Eagle GetGo locations | \$200 |

*Grand Prize package will be delivered between December 20, 2021, and December 31, 2021. Sponsor will coordinate delivery with the Grand Prize winner for a mutually-agreeable time during these dates.

Approximate Retail Value (“ARV”) of Grand Prize is \$2,230.00. TEN RUNNER-UP PRIZES: Ten Runner-Up Prize winners will each receive a Runner-Up Prize package consisting of the following:

| Prize Item | Approximate Retail Value (“ARV”) |
|---|----------------------------------|
| Four tickets for admission to the Indianapolis Colts game on January 2, 2022, vs. the Las Vegas Raiders | \$376 |
| One game-used football from an Indianapolis Colts regular season football game | \$100 |
| One gift card in the amount of \$25.00 redeemable at Giant Eagle GetGo locations | \$25 |

ARV of each Runner-Up Prize is \$501.00. Total ARV of All Prizes: \$7,240.00. FOR ALL PRIZES: No cash or other substitution, assignment, or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. Winner is responsible for all federal, state, and local taxes and fees associated with prize receipt and use. Prize winner may be required to provide Sponsor with his/her social security number and may receive a 1099 IRS tax form at year end for the retail value of the prize. Prizes will be awarded “as is” with no warranty or guarantee, either express or implied offered by Sponsor. Odds of winning depend on the number of eligible entries received during the Promotion Period. Limit: One prize package per person. Each winner must comply with all terms and conditions of these Official Rules in order to claim a prize. Prizes consist only of those items specifically listed as part of the prize – any item, feature, cost, or expense not specifically listed as part of the prize is the sole responsibility of each winner.

- Publicity:** By entering the Promotion and accepting prizes, each entrant grants to Sponsor (and its licensees and partners) a non-exclusive, worldwide, royalty-free, perpetual license to edit, publish, promote, republish at any time in the future, and otherwise use entrant’s name, image, voice, likeness, biographical information, submission, and any other information or materials provided by entrant, in any and all media now known or hereinafter devised, without territorial restriction (except where prohibited by law), for possible editorial, publicity, promotional, or advertising purposes, without further permission, notice, or compensation (except where prohibited by law). All submissions, including submission file and content, if applicable, will become the property of Sponsor, and may be used by Sponsor for commercial purposes without payment of any kind to the participating entrants. Each entrant agrees to irrevocably and unconditionally transfer and assign to Sponsor all rights to all information submitted during the Promotion, and agrees to execute and deliver such documents, certificates, assignments, and other writings, and take such other actions as may

be necessary or desirable to vest in Sponsor the ownership rights granted to Sponsor hereunder.

7. **General Conditions:** Sponsor is not responsible for problems with the submissions, including, but not limited to, lost, late, incomplete, invalid, unintelligible, or misdirected entries, which will be disqualified. Sponsor reserves the right, in its sole discretion, to modify, suspend, or cancel the Promotion, or any part of it, if any fraud, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by the Sponsor in its sole discretion. In such event, Sponsor will select the winner(s) in a random drawing from the eligible entries received prior to the modification, suspension, or cancellation. Sponsor agrees to take such action in a fair and appropriate manner. In addition, Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the submission process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any other participant's submission or undermine the legitimate operation of the Promotion is a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
8. **Release and Limitation of Liability:** BY RECEIPT OF ANY PRIZE, WINNER AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, CLUB, AND ANY PROMOTIONAL PARTNERS, OF EACH OF THEIR PARENT, SUBSIDIARY, AFFILIATE, AND RELATED COMPANIES, AND EACH OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY THE "RELEASED PARTIES") FROM AND AGAINST ANY LOSSES, DAMAGES, RIGHTS, CLAIM. OR CAUSE OF ACTION OF ANY KIND ARISING, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, OUT OF PARTICIPATION IN THE PROMOTION OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE PROMOTION, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants or by any of the equipment or programming associated with or utilized in the Promotion; (2) unauthorized human intervention in any part of the entry process or the Promotion; (3) technical or human error which may occur in the administration of the Promotion or the processing of Promotion submissions, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (4), late, lost, undeliverable, or damaged mail; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Promotion or receipt or use of any prize or while traveling to or from any prize-related activity. Each winner also further acknowledges that the Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation, or guarantee, expressed or implied, in fact or in law relative to any prize or this Promotion including but not limited to quality,

condition, or fitness for a particular purpose. If for any reason a participant's submission is confirmed to have been erroneously lost, or otherwise destroyed or corrupted, participant's sole remedy is another submission and thereby another entry into the Promotion. No more than the stated number of prizes will be awarded.

9. **Disputes:** Participant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Promotion or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate courts located in the Commonwealth of Pennsylvania, U.S.A.; (ii) 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 attorneys' fees; and (iii) under no circumstances will participant be permitted to obtain awards for and participant hereby waives all rights to claim punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Pennsylvania, U.S.A. or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania, U.S.A.
10. **Sponsor:** Giant Eagle, Inc., 101 Kappa Drive, Pittsburgh, PA 15238 will sponsor and administer this Sweepstakes.
11. **Participant's Personal Information:** Information collected from participants is subject to the Sponsor's and Club's Privacy Policies, available at <https://account.gianteagle.com/PrivacyPolicy> and <https://www.colts.com/footer/privacy-policy>.
12. **Winner List:** For each winner's name, send a self-addressed, stamped envelope, along with a request to "GetGo Fan Fuel Sweepstakes", NFM Dymun, 200 First Avenue, Floor 4, Pittsburgh, PA 15222. Requests must be received by February 15, 2022.

Giant Eagle, Inc.
GetGo Fan Fuel Sweepstakes Promotion
ABBREVIATED RULES

Abbreviated rules for online Ads – Banner

NO PURCHASE NECESSARY. Promotion ends: 12/16/21. For Official Rules, visit colts.com/GetGo.

Abbreviated Rules for online Ads – Not a Banner

NO PURCHASE NECESSARY. Legal residents of Indiana (U.S.), 18 years or older. Promotion ends: 12/16/21. To enter and for Official Rules, including prize descriptions, visit colts.com/GetGo. Sponsor: Giant Eagle, Inc., 101 Kappa Drive, Pittsburgh, PA 15238. Void where prohibited.