

**FOOD LION MVP REWARDS MAY MONTHLY SHOPPER
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. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. Eligibility: To enter the Food Lion MVP Rewards Monthly Shopper Sweepstakes (hereinafter referred to as Sweepstakes), an entrant must be eighteen years of age (18) or older at the time of entry, a U.S. citizen, and a legal resident of either the state of NC, VA, MD, TN, GA, DE, KY, WV, PA or SC. Void in the other 40 states, District of Columbia, Puerto Rico and wherever prohibited or restricted by law. Entrant must abide by all conditions set forth in these Official Rules and the decisions of Food Lion, LLC (hereinafter referred to as Sponsor), and/or Universal Promotions Inc.,(hereinafter referred to as UPI), which are final and binding in all matters related to this Sweepstakes. The following persons are not eligible to participate: employees, directors and officers of Sponsor, Food Lion, LLC, Delhaize America, Inc., each of their respective parents, subsidiaries, affiliated companies, distributors, advertising, fulfillment, judging and promotion agencies (collectively "Promotion Parties") and, the immediate family members of each (defined as spouse, parent, child, sibling, grandparent, grandchild and/or "step" of each) and those living in the same households whether or not related.

2. How To Enter Sweepstakes: No Purchase Necessary To Enter or Win. There are two methods of Entry:

A. Automatic Entry Into Sweepstakes: To enter via the automatic entry method, you must be an Enrolled Classroom Rewards and/or Community Rewards Supporter, defined as an individual who has registered his/her Food Lion MVP Customer Card (hereinafter referred to as a MVP card) to a valid Classroom Rewards participating school code number (hereinafter referred to as a school code) or to a valid Community Rewards charity code (hereinafter referred to as a charity code). An entrant will receive one automatic entry for each eligible product (see Rule #4 for definition of eligible product), purchased using his/her MVP card during the Sweepstakes Period (see Rule #3 for definition of Sweepstakes Period). In the case of a dispute as to the identity of the MVP card holder, entry will be declared by the authorized account holder of the MVP card, used in the submission of the automatic entry. "Authorized Account Holder" is defined as the natural person who is registered to the MVP card as assigned by the Sponsor.

B. Free Mail-In Entry: To enter without an automatic entry, without purchase, and without obtaining an MVP card, hand print your complete name, address, city, state, postal code, daytime phone number, date of birth on a 3" X 5" card. Mail entry to: Universal Promotions Inc., P.O. Box 193, Bethel Park, PA 15102, Attn: **MVP MAY MONTHLY REWARDS SWEEPSTAKES**. An entrant may enter the Sweepstakes using the mail-in method as many times as he/she would like during the Sweepstakes Period. Each entry must be hand written and mailed in a separate, hand addressed stamped envelope, postmarked and received by the dates outlined below in Rule #3. No mechanically reproduced or photocopied entries are permitted. Sponsor/UPI, is not responsible for lost, late, stolen, misdirected, damaged, undeliverable, illegible, unintelligible, postage due, or incomplete entries.

General Guidelines For Entrants: To request a free MVP card visit foodlion.com click on the "MVP card", then click on "sign up for your MVP card", complete and submit the registration form, or visit any Food Lion Store and fill out a paper application. A MVP card must be registered, and processed to enter the Sweepstakes with an automatic entry. There is a two (2) week minimum for MVP card registration processing. For an entrant to register his/her MVP card to either a school code or a charity code he/she must visit foodlion.com, click on MVP Rewards, click on "register your MVP card", click on "shoppers register here", and complete the registration form and submit. If for any reason whatsoever the data is not available to contact a potential prize winner, the entry will become null and void and the entrant will be disqualified from the Sweepstakes. It will be solely the responsibility of the entrant to notify UPI of any name, address or landline/mobile phone number or email address change. Any other attempted forms or methods of entry will void that entrant's entries and that entrant will be disqualified from the Sweepstakes. UPI time clock is the official clock for this Sweepstakes. For the purpose of this Sweepstakes UPI reserves the right to verify all eligibility qualifications of any entrant and/or potential prize winner. An entrant/potential prize winner may be required to produce proof of identity, address, and birth date. All entrants, as a condition of entry, agree by entering into the Sweepstakes he/she will be bound by these Official Rules and the decisions of the Sponsor and/or UPI, which shall be final in all respects, and all entrants waive any right to claim ambiguity in this Sweepstakes or these Official Rules. No groups, clubs or organizations may reproduce or distribute any portion of these Official Rules to its members. All entries become the property of UPI and will not be returned or acknowledged.

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3. Sweepstakes Period Dates: The Sweepstakes Period begins at 12:00 a.m. Eastern Time (ET) and ends 11:59:59 p.m. Eastern Time (ET). See chart below for definition of Sweepstakes Period & Post Mark Date, Sweepstakes Mail Receive By Date and Sweepstakes Drawing Date. UPI, whose decisions are final in all matters relating to this Sweepstakes, will conduct a random drawing on or about the date listed in the chart below.

Sweepstakes Period & Post Mark Date	Sweepstakes Mail Receive By Date	Sweepstakes Drawing Date
5/1/2012 - 5/31/2012	6/5/2012	6/7/2012

4. Eligible Products: An eligible product is defined as any size of any Food Lion Store Brand, Home 360, Nature's Place, Healthy Accents, My Essentials or Taste of Inspiration product(s).

5. Prizes and Odds: There will be one (1) Grand Prize Winner selected on or about 6/7/2012. The Grand Prize Winner will receive two hundred and fifty dollars (\$250) worth of Food Lion Gift Cards, with an approximate retail value (ARV) of two hundred and fifty dollars (\$250). Gift cards are not redeemable for cash and will not be replaced if lost or stolen. Prize winner must accept the prize as stated or prize may be forfeited and may be awarded to an alternate prize winner. Certain restrictions may apply to prize. Prize Winner must comply with the terms and conditions of Food Lion Gift Cards. Any difference between the stated value and the actual value of the prize will not be awarded to the prize winner. Prize is non-transferable except at the discretion of the Sponsor and/or UPI. No substitutions or cash redemptions except at the discretion of the Sponsor and/or UPI, in which case a prize of equal or greater value will be awarded. Sponsor and/or UPI reserve the right, to substitute a prize (or component thereof) of equal or greater value in the event the prize is unavailable for any reason whatsoever. Prize winner shall bear all risk of loss or damage to prize upon being awarded to prize winner. Odds of winning will depend upon the number of eligible entries received by the end of the Sweepstakes Period & Post Mark Date, and Sweepstakes Mail Receive By Date. Sponsor and/or UPI are not responsible for any fees, costs, or additional charges resulting from an entrant/prize winner entering Sweepstakes and/or being awarded and/or receiving and/or using a prize. All properly claimed prizes may be awarded, provided a sufficient number of eligible entries are received.

6. Prize Winner Notification: UPI will notify a potential prize winner by express mail and/or by a mobile/landline phone number, to either an address and/or phone number that was provided at the time of enrollment for his/her MVP card or at the time of entry into the Sweepstakes. A notification package containing a letter of potential prize winner status, the Sweepstakes Official Rules, Affidavit of Eligibility/Liability Release (hereinafter referred to as affidavit), and where lawful, Publicity Release Form will be sent to the potential prize winner. The potential prize winner must complete the affidavit and have it notarized and where lawful complete and sign the Publicity Release Form, and submit the aforementioned documents back to UPI within the specified date listed on the affidavit. The potential prize winner will be given seven (7) days to return the affidavit and where lawful the Publicity Release Form to UPI. The seven (7) days will be calculated from the date UPI sent out the notification package to the potential prize winner. Non-response by the potential prize winner for any reason whatsoever, not meeting eligibility requirements, not complying with the Official Rules, not having the affidavit notarized, choosing to decline the prize or submitting a response after the allocated seven (7) days (as defined above) will result in potential prize winner forfeiture of prize. Sponsor and/or UPI are not responsible for any change in entrant's name, mailing address, mobile or landline phone number or email address. If attempted notification is returned as undeliverable, if prize winner cannot be verified, if any mail is returned to UPI as undeliverable without any forwarding address, if prize winner is disqualified or if prize winner is unable to accept the prize as stated for any reason whatsoever, the prize will be forfeited without compensation of any kind and the prize may be awarded to an alternate prize winner. The value of the prize is taxable as income to the prize winner. The prize winner is solely responsible, at his/her own cost, for all matters relating to the prizes, including but not limited to, all federal, state and local taxes. It is the prize winner's responsibility to seek independent counsel regarding tax implications. To receive a prize, the potential prize winner will be required to return the signed, notarized affidavit and where lawful the Publicity Release Form within the specified date to allow UPI to verify and confirm his/her eligibility and prize winner status. The prize winner's name, city and state will be disclosed on a Winners List which will be distributed upon request and as required by law. Entry into the Sweepstakes by an entrant/prize winner and acceptance of the prize offered, constitutes permission (except where prohibited by law) for Sponsor and/or UPI to use said entrant's/prize winner's name, photograph, likeness, statements,

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biographical information, voice, address (city and state), in all forms of media worldwide, in perpetuity, without limitation, notice or further compensation. Sponsor and/or UPI reserve the right to change the method of notification without prior notice.

7. Conditions: Failure to comply with these Official Rules and the decisions made by the Sponsor or UPI may result in the entrant being disqualified from the Sweepstakes. Any entry obtained outside of an authorized, legitimate channel, not in compliance with these Official Rules, or made via robotic, automated, mechanical, macro, programmed or like method will void all such entries and disqualify any entrant using such methods. The use of automated software or computer programs to register or enter the Sweepstakes is prohibited and any individual who uses or attempts to use such methods to register or to enter will be disqualified, and that entry subject to such registration and entry into the Sweepstakes will become null and void. Sponsor and/or UPI reserves the right to disqualify any person found or suspected of, tampering with the entry process, and/or the operation of this Sweepstakes, to be acting in violation of these Official Rules, to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. **ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEBSITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR AND/OR UPI RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

Failure by the Sponsor and/or UPI to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

8. RELEASE AND LIMITATIONS OF LIABILITY: BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, UPI AND THEIR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS FROM ANY AND ALL LIABILITY FOR ANY INJURIES (INCLUDING EMOTIONAL DISTRESS), LOSSES AND/OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, OR PROPERTY ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ANY PRIZE OR RESULTING FROM AWARDING, ACCEPTANCE, NOTIFICATION, POSSESSION, USE, MISUSE, LOSS OR MISDIRECTION OF ANY PRIZE OR RESULTING FROM PARTICIPATING OR INABILITY TO PARTICIPATE IN THIS SWEEPSTAKES PROMOTION OR ANY SWEEPSTAKES PROMOTION OR PRIZE RELATED ACTIVITIES.

Sponsor, UPI and their parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors and shall not have any obligation, responsibility or liability, including any responsibility to award any prize to entrants, with regard to: (1) Entries and/or prize claim documents that are forged or altered or contain inaccurate information or do not comply with or violate these Official Rules; (2) Entries, prize notification packages/prize claim documents, affidavits, where lawful publicity release forms that are lost, late, incomplete, illegible, unintelligible, damaged, garbled, misaddressed, postage due or misdirected, for errors, omissions, interruptions, deletions, defects or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices or transmission lines or data corruption, theft, destruction, unauthorized access to or alteration of entry materials, loss or otherwise; (3) Electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in an entrant's e-mail account to receive e-mail messages; (4) Any typographical errors resulting in errors of printing of Sweepstakes offer/administration, announcement of prize winner and/or prize, or any errors of any kind that may result in the selection and notification of a prize winner; (5) Entrants who have committed fraud or deception in entering or participating in the Sweepstakes or claiming a prize; (6) Any inability of the prize winner to accept the prize in whole or in part for any reason whatsoever; (7) If a prize cannot be awarded to a prize winner due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any similar event beyond the Sponsor and/or UPI's reasonable control; (8) human error, unauthorized human intervention, inaccurate capture or mis-entry of any required information; and (9) Any entrant, prize winner or any other person for damage to such person's computer or its contents and/or mobile phone. Entrant/prize winner acknowledges he/she will release and hold harmless Sponsor and UPI for any claims or causes of action based on publicity rights, defamation or invasion of privacy and the condition of merchandise delivery, be it a prize or potential prize winner notification package. Sponsor and UPI reserve the right to correct any typographical errors or any errors pertaining to this Sweepstakes for any reason whatsoever. Proof of submitting information is not considered to be proof of delivery or receipt. If for any reason whatsoever the Sweepstakes (in whole or in part) is not capable of running as planned due to but not limited to, tampering,

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unauthorized intervention, fraud, technical difficulties or failures or any other causes which the Sponsor and/or UPI have deemed could corrupt or affect the administration, security, integrity, fairness, or proper conduct of this Sweepstakes, the discretion of only the Sponsor or UPI reserve the right to cancel, modify, suspend or terminate the Sweepstakes.

9. Disputes: Except where prohibited, by participating, entrant and/or prize winner agree that all issues and questions concerning the construction, validity, interpretation, administration, and enforceability of the Official Rules, or the rights and obligations of an entrant and/or prize winner and Sponsor, UPI, shall be governed by and construed exclusively in accordance with the laws of the state of North Carolina without giving effect to any principles of conflicts of law of any jurisdiction and that: (1) any and all disputes, claims, and causes of actions arising out of, or connected with the Sweepstakes, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating, but in no event attorney's fees; (3) under no circumstances will any entrant and/or prize winner be permitted to obtain awards for and 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. By entering the sweepstakes, all participants agree to be subject to jurisdiction in the Federal and State courts of North Carolina and agree that all disputes relating in any way to this sweepstakes must be resolved in the Federal and State courts of North Carolina.

10. Privacy Statement: Food Lion's privacy policy can be accessed by visiting www.foodlion.com.

11. Sponsor: Food Lion, LLC, 2110 Executive Drive, Salisbury, NC 28147

12. Sweepstakes Administrator: Universal Promotions Inc., 3561 Valley Drive, Pittsburgh, PA 15234 is the administrator of the Sweepstakes.

13. Winners List: To obtain the names of prize winners, send a self addressed, stamped envelope to Universal Promotions Inc., P.O. Box 193, Bethel Park, PA 15102, Attn: **MVP Rewards MAY Monthly Shopper Sweepstakes Prize Winner List Request**. Requests must be received by June, 30th, 2012.

14. Official Rules: For a copy of these official rules go to www.foodlionmvpwards.com/rules.