

Tops Friendly Markets & Black History Month Contest

2025 OFFICIAL RULES

Sponsor(s): Tops Markets, LLC is the official sponsor of the Black History Month Contest (“Contest”).

Eligibility: Entrants must be legal residents of New York, Pennsylvania, or Vermont. To be eligible, an Entrant must also be in either grades 3rd, 4th, 5th, 6th, 7th, or 8th grades and be within 15 miles of a Tops Friendly Market.

Employees of Tops Markets and its and their parent companies, affiliates, subsidiaries, franchises, agents, distributors, advertising and promotion agencies, fulfillment companies, and members of their immediate family (defined as a spouse, parent, sibling, child and respective spouses regardless of where they reside) and/or those living in the same household of such employee (whether related or not) are not eligible to enter.

All applicable federal, state and local laws and regulations apply.

Contest Begins: Contest begins at 12:00:00 a.m. on Saturday, February 1, 2025 Eastern Standard Time (EST) and ends at 11:59:59 p.m. EST on Saturday, February 15, 2025. Tops’ computer is the official timekeeping device for this contest.

HOW TO ENTER: Interested Entrants may submit a paragraph or more explaining why an individual of African American decent is someone you admire to Tops Friendly Markets by the deadlines outlined above.

- An Entry must be original and created by Entrant, must not have been previously published or exploited in any manner or medium (including, but not limited to, as a submission in another contest), must not have won previous awards and must not infringe upon the copyrights, trademarks, rights of privacy or publicity of any person, living or dead, or other rights of any person or entity.
- An Entry cannot and will not contain any content that is derogatory, profane, defamatory, libelous, slanderous, or disparaging.
- An Entry cannot and will not contain any lewd, obscene, threatening, sexually explicit, pornographic, illegal, disparaging, obscene content or otherwise inappropriate or objectionable material.
- An Entry cannot and will not contain any content, performance, language, conduct or activity that is or could be deemed unsuitable or inappropriate or in violation of these Official Rules, as determined by Tops, in their sole discretion.
- An Entry cannot and will not contain any content that is false, deceptive, misleading or otherwise not in compliance with applicable laws.
- An Entry cannot and will not promote any activity that is prohibited by law.

- An Entry cannot and will not communicate messages or images inconsistent with the positive images and goodwill with which Tops wishes to associate.

Once submitted, an Entry cannot be revised, altered or withdrawn by Entrant. Tops Reviewing Panel reserve the right in their sole and unfettered discretion to disqualify any Entry, or any portion thereof, that violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provisions of these Official Rules.

THERE ARE TWO WAYS TO SUBMIT YOUR ENTRY:

To enter, visit <https://topsmarkets.com/blackhistorymonth> during the Contest Period and follow the directions for completing and submitting the Entry outlined below.

1. ELECTRONICALLY: Include the Entrants first and last name, current age, address, phone number, parent/guardians email, current grade level, and name and address of the school the Entrant currently attends. Entries submitted by a minor must include the name and phone number of a parent or legal guardian. **Deadline to submit an entry electronically:** Saturday, February 15, 2025, 11:59:59 p.m. EST.

2. BY MAIL: Tops/Black History Contest, Tops Markets, LLC, Attn: Community Relations Department, PO Box 1027, Buffalo, NY 14240. **Include the Entrants first and last name, current age, address, phone number, parent/guardians email, current grade level, and name and address of the school the Entrant currently attends. Entries submitted by a minor must include the name and phone number of a parent or legal guardian. **Deadline to submit entry by mail:** Entry must be postmarked no later than Saturday, February, 15, 2025 and received by Tuesday, February, 18, 2025.**

By submitting his/her Entry, Entrant agrees that it conforms to the requirements of these Official Rules. Only an Entry submitted as set out above during the Contest Period will be considered. The determination of whether an Entrant is eligible for the Contest based on the requirements listed herein, shall be made under the supervision of Reviewing Panel whose decisions as to eligibility shall be final and not subject to appeal.

Limit one (1) Entry per person. Any Entry that fails to comply in all respects with these Official Rules is subject to disqualification, as determined by Tops Friendly Markets sole discretion.

Winner Selection and Notification: On or about Wednesday, February 19, 2025, all entries received will be reviewed. All eligible entries will be reviewed by the Tops Reviewing Panel and selected at random.

Thirty (30) potential winners will be selected from all eligible entries received during the contest period in a random drawing to be held by the Sponsor's Reviewing Panel on or around Wednesday, February, 19, 2025. The Sponsors' Reviewing Panel decision is final on all matters relating to the Contest. Odds of winning a prize depend on the number of eligible entries received by Sponsor. The Sponsor, or designee, will attempt to notify the potential winners by phone and/or e-mail on/or around the Drawing Date. The Sponsor may also choose to publish the winning entry (when applicable) on/or around the scheduled Drawing Date; announcement of the winning entry (when applicable) may be

made through the Sponsor's website, their affiliates' websites and social media sites, circular, television, radio, and/or newspapers. Prize may be forfeited if the winner(s) is unable to be contacted by telephone or e-mail or does not respond within three (3) days of notification. If a potential winner is found to be ineligible, the Sponsor will select an alternate winner from all eligible entries. Winner(s) must comply with all laws, rules and regulations concerning this Contest, as well as the Official Rules as published. Sponsor is not responsible for winner limitations that prevent acceptance or use of any prize. Winner(s) will be required to sign and return an Affidavit of Eligibility, Acceptance of Official Rules, and Release of Liability/Publicity before prize will be awarded. Winner(s) will be required to return documents to the Sponsor within Seven (7) days from the postmark date on the prize notification letter. Failure to comply with this requirement, or the return of prize notification letter as undeliverable mail without a forwarding address, will result in forfeiture of prize. By accepting a prize, each winner(s) waives and releases Sponsor and any participating companies, and its/their respective parent, subsidiaries, affiliates, and the directors, officers, employees or agencies of any of the above organizations from any and all liability for any injuries, losses and/or damages of any kind or nature caused by the prize or resulting from acceptance, possession, and/or use/misuse of the prize. Entry into the Contest, and/or acceptance of any prize shall, where lawful, constitute and signify each winner's agreement and consent that Sponsor may use the winner's name, address, likeness, voice, photo(s) and/or prize information for advertising, publicity, and/or promotional purposes without further payment or consideration.

Prizes: Each winning Entrant will receive one (1) fifty dollar (\$50) Tops gift card. As winners are anticipated to be minors under the age of 18, the child's legal parent or guardian will have to accept the prize on the child's behalf.

Additionally, each Entrant will be awarded \$100 to be presented to the Entrant's Eligible School ("Eligible School"). If an Entrant's Eligible School is a registered Tops in Education (TIE) participating school, the funds will be allocated to their school via check from Tops Markets. An Eligible School is defined as public and private schools and charitable organizations that: 1. Are headquartered in the United States (the 50 States and the District of Columbia) 2. Are qualified under Section 501(c)(3) 3. Are public charitable organizations (not private foundations) 4. Are in good standing in their state of incorporation and in the states where they are authorized to do business.

If the student is not enrolled in an eligible school as defined above nor enrolled in a registered Tops in Education school, the \$100 donation may be made to a registered Tops in Education school of the winner's choice. A complete list of registered Tops in Education schools can be found at www.topsmarkets.com/education.

Tops reserves the right, in their sole discretion, to substitute a prize or prizes of equal or greater value for all prizes. No other substitutions, cash equivalents or transfer of prizes allowed unless specifically authorized by Tops. Tops reserves the right not to award all prizes in the event an insufficient number of eligible Entries are received.

Winner Announcement: On or about Monday, February 24, 2025

Conditions: All entries become the property of Tops Markets. Tops Markets assumes no responsibility for late, lost, illegible, damaged, incorrect, postage due, incomplete or misdirected mail and/or email. By entering this contest, Entrants agree to the use of their name and likeness and

entry for possible advertising/publicity purposes without additional compensation where permitted by law. Entries will not be returned. Tops Markets reserves the right to re-crop, revise or alter the submission as needed to accommodate various communication vehicles.

General Conditions: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules and/or the rights and obligations as between any applicant and the Sponsor and any participating companies in connection with this contest shall be governed by and construed in accordance with the internal laws of the State of New York including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws. Each applicant for entry agrees that the Sponsor and any participating companies involved in this contest are not responsible for: (1) any illegible, incorrect or inaccurate information, whether caused by the applicant, printing errors or by any of the equipment or programming associated with or utilized in the contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software that affect, for example, any automatic Store Entry; (3) unauthorized human intervention in any part of the entry process or the contest; (4) technical or human error which may occur in the administration of the contest or the processing of entries; (5) lost, late, damaged, misdirected, incomplete, stolen, altered, mutilated, or illegible entries; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from each applicant's participation in the contest and/or their receipt or use or misuse of any prize. Disputes: Except where prohibited by law, each applicant for entry agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this contest or any prize awarded shall be resolved individually, without resort to any form of court or class action, and exclusively by binding Arbitration under the American Arbitration Association's Consumer rules and procedures, at which point all arbitration will be conducted in the State of New York; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will any applicant be permitted to obtain awards for, and each applicant for entry hereby waives, all rights to claim, indirect, 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. Any personal information provided in connection with participation in the contest will only be used by Sponsor to notify a potential winner and/or fulfillment of a prize and shall be subject to the Tops Markets, LLC Privacy Policy available at http://www.topsmarkets.com/privacy/privacy_s.las.