

Ultimate Thanksgiving Experience presented by Kroger, Chobani, Pompeian, Pepsi, and Campbell Soup Company

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. Message and data rates may apply. If you enter via text-messaging, you will receive up to two (2) text messages in response to your entry from an automated system. **Consent is not required to buy goods and services. Participation in the Promotion is subject to the Sponsor's Privacy Policy, <https://www.kroger.com/topic/privacy-policy-7>, <https://www.chobani.com/privacy-policy/>, <https://www.pompeian.com/legal>, <http://www.pepsico.com/legal/privacypolicy>, <https://www.campbellsoupcompany.com/privacy-policy/>. To view Terms and Conditions, visit <https://www.detroitlions.com/about-us/privacy-policy>.**

1. Eligibility: Ultimate Thanksgiving Experience presented by Kroger, Chobani, Pompeian, Pepsi Co., Campbell Soup Company (the "Sweepstakes") is open only to legal residents of Michigan and Ohio who are at least eighteen (18) years old at the time of entry. Employees of DLI Properties, L.L.C., Detroit Lions, Inc., employees of Kroger, Chobani, Pompeian, Pepsi Co., Campbell Soup Company, and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsors: The Kroger Company – Michigan Division, 40399 Grand River Ave, Novi, MI 48375
Chobani LLC – 147 State Highway 320, Norwich, NY 13815
Pompeian, Inc. – 4201 Pulaski Highway, Baltimore, MD 21224
PepsiCo – Great Lakes Region, 28345 Beck Road, Suite 200, Wixom, MI 48393

Administrator: Detroit Lions, 2000 Brush St, Suite 200, Detroit, MI 48226

3. Timing: The Sweepstakes begins on September 25th, 2019 at 12:00 p.m. Eastern Time ("ET") and ends on November 26th, 2019 at 11:59 a.m. ET (the "Promotion Period"). Administrator's computer is the official time keeping device for this Sweepstakes.

4. How to Enter:

a. Text Message: During the Promotion Period, using a two-way text-messaging capable device ("Device"), text TOUCHDOWN to **(313) 251-1184**. Each text message constitutes one (1) Sweepstakes entry. **Message and data rates may apply.** If you enter via text messaging, you will receive a max of two (2) text messages in response to your entry from an automated system. Entrants consent to receive future call and/or text communication from Sponsor, administrator, and parent companies of Sponsor. **Consent is not required to buy goods and services. Participation in the Promotion is subject to the Sponsor's Privacy Policy, <https://www.kroger.com/topic/privacy-policy-7>, <https://www.chobani.com/privacy-policy/>, <https://www.pompeian.com/legal>, <http://www.pepsico.com/legal/privacypolicy>, <https://www.campbellsoupcompany.com/privacy-policy/>. To view Terms and Conditions, visit <https://www.detroitlions.com/about-us/privacy-policy>.**

Limit: Each entrant may enter one (1) time regardless of method of entry during the Promotion Period. Multiple entrants are not permitted to share the same email address or Device. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, Devices, identities, registrations and logins, or any other methods will void that entrant's entries and that

entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or entry, the authorized account holder of the text-messaging capable device used to register will be deemed to be the entrant. The "authorized account holder" of a Device is the natural person in whose name the Device has been issued and to whom the services are billed. Potential winners may be required to show proof of being an authorized account holder.

5. Winner Determination and Verification: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of potential winners are final and binding in all matters related to the Sweepstakes. Receiving a prize is contingent upon compliance with these Official Rules. Administrator will randomly select the potential Sweepstakes winners, from all eligible entries received on or around November 26, 2019; entrants who opt out via text message will not be included in the drawing. The potential winners will be notified by text message, email or phone after the date of random drawing. Any potential winner who entered via text-messaging will be notified by phone and/or text message at the number of the Device used to enter the Sweepstakes and must respond with the requested information within 24 hours of receiving the win notification message. The potential Grand Prize winner will be required to agree to a Declaration of Compliance, Liability & Publicity Release ("Declaration") to Administrator within 24 hours of the date notice or attempted notice is sent, in order to claim his/her prize. The Grand Prize winner must be able to attend a mandatory Halftime Show Rehearsal on Wednesday, November 27th at Ford Field. If a potential winner cannot be contacted, fails to agree to the Declaration, cannot attend the rehearsal, or provide any other requested information within the required time period, or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing (if time permits) from among all remaining eligible entries. There will be three (3) alternate drawings (if time permits) after which the applicable prize will remain unawarded.

6. Prizes: FOUR (4) GRAND PRIZES:

The Detroit Lions will provide four (4) grand prize winners an ultimate Thanksgiving Day game experience for the annual Detroit Lions Thanksgiving Day Game. This experience includes: two (2) tickets to the game on November 28th, 2019, access to be on the field for the Thanksgiving Halftime Show, a \$100 Kroger Gift Card, and Detroit Lions Merchandise. Sponsor will not replace any lost, mutilated, or stolen tickets, vouchers or certificates. Sponsor is not responsible if any scheduled event is delayed, postponed or cancelled for any reason, in which event that portion of the prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Approximate Retail Value ("ARV"): \$600.

For All Prizes: Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize or component thereof for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Limit: one (1) prize per person.

7. Release: By receipt of any prize, winners agrees to release and hold harmless Sponsor and its members, DLI Properties, L.L.C., Detroit Lions, Inc., Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, prize suppliers, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or

hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be 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.

10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in cellular networks, phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) technical or human error which may occur in the awarding of Sweepstakes prizes or documentation related to the awarding of prizes, including the sending or receipt of duplicate win messages in excess of the stated number of prizes an entrant can win; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

11. Dispute Resolution: You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Sweepstakes, the Official Rules, or the Administrator's Mobile Terms and Conditions will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Sweepstakes, the Official Rules, or the Administrator's Mobile Terms and Conditions, you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules or the Administrator's Mobile Terms and Conditions. You must send the Demand to the following address (the "Notice Address"): Attn: Ultimate Thanksgiving Tailgate Sweepstakes, 2000 Brush Street, Suite 200, Detroit, MI 48226. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Administrator, and Sponsor to litigate claims in court and you, Administrator, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and Sponsor in court, including

reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer-Related Disputes Supplementary Procedure effective September 15, 2005 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

You agree that you will not file a class action or collective action against Administrator or Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Administrator's Mobile Terms and Conditions, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator, and Sponsor in connection with the Sweepstakes, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules. The place of arbitration shall be Oakland County, Michigan.

12. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy, <https://www.kroger.com/topic/privacy-policy-7>, <https://www.chobani.com/privacy-policy/>, <https://www.pompeian.com/legal>, <http://www.pepsico.com/legal/privacypolicy>, <https://www.campbellsoupcompany.com/privacy-policy/>, and Administrator's privacy policy <https://www.detroitlions.com/about-us/privacy-policy>.

13. Winner List: For information about winners, please call (313) 262-2000 and reference the Kroger Ultimate Thanksgiving Sweepstakes.