



**SMITHFIELD PRIME®
TAILGATE SWEEPSTAKES**

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW.

SPONSOR: Smithfield Farmland Sales Corp., 111 Commerce Street, Smithfield, VA 23430.

1. DESCRIPTION OF SWEEPSTAKES: The Smithfield Prime® Tailgate Sweepstakes (the “Sweepstakes”) is a random drawing promotion comprised of \$350 in prizes. The retail partner for this Sweepstakes is Bashas’ Supermarkets.

2. SWEEPSTAKES PERIOD: The Sweepstakes begins at 12:00:00 a.m. on October 25, 2017 Eastern Time (ET) and ends at 11:59:59 p.m. ET on November 25, 2017 (the “Sweepstakes Period”). The Sponsor’s computer is the official timekeeping device for this Sweepstakes.

3. ELIGIBILITY: Open to legal U.S residents of AZ & NM who are 18 years of age or older at time of entry. Void where prohibited by law. Employees, agents, successors, and assignees of Smithfield Farmland Sales Corp. (“Sponsor”), Bashas’ Supermarkets, and each of their respective parents, subsidiaries, affiliates, advertising agencies and promotional companies involved in this Sweepstakes (collectively, the “Promotional Entities”), as well as the family and household members of same (including spouses, parents, step-parents, grandparents, children, step-children, grandchildren), shall be ineligible to participate in the Sweepstakes and shall be ineligible for any prize covered herein. Entrants acknowledge that, Sponsor is not liable for reimbursement of any prizes otherwise payable to Sweepstakes contestants who are in violation of this provision.

4. HOW TO ENTER: There are two ways to enter the Sweepstakes:

(i) In-Store: During the Sweepstakes Period, visit a participating Bashas’ Supermarket and purchase 2 or more Smithfield Prime® products in a single transaction. Upon making the purchase, the consumer will receive a text code on their register receipt. To enter the Sweepstakes, use the text code to send a text using a SMS-enabled cell phone and, when prompted in the reply, provide your date of birth and state information. Standard text and data rates may apply for each text message sent or received through their handset according to the terms of entrant’s wireless calling plan. Text messaging and wireless service are not available in all areas. If you enter via text message, any prize resulting from such entry will be awarded to the name corresponding to the phone number account from which the text message originated.

(ii) No Purchase Required Mail-In Entry: To enter without making a purchase, during the

Sweepstakes Period print your name, address, date of birth, telephone number and Smithfield and Bashas' on a "3 x 5" card and mail in an envelope to: HP2, P.O. Box 40216, Phoenix, AZ 85067. You will receive one (1) entry for each mail-in entry you submit, subject to limitations. Any mail-in entry with incomplete information will be considered ineligible. Each entry must be in a separate postage-stamped outer envelope. No mechanical reproductions will be accepted. Sponsor is not responsible for lost, late, illegible, invalid, misdirected, mutilated, incomplete, or postage-due mail and/or entries, which will be disqualified. Mail-in entries become the property of Sponsor and will not be returned. No purchase necessary for mail-in entries. A purchase does not increase your chances of winning. All mail-in entries must be post-marked by November 25, 2017 and received by November 28, 2017.

LIMIT: MAXIMUM OF TEN (10) ENTRIES PER PERSON PER WEEK DURING THE SWEEPSTAKES PERIOD, REGARDLESS OF METHOD OF ENTRY.

5. SELECTION OF WINNERS: Winners will be selected randomly from among all eligible entries received during the Sweepstakes Period. Sponsor will conduct a random drawing ("Drawing") on November 29, 2017. Odds of winning depend on the number of eligible entries received at the time of the Drawing. Potential prize winners will be notified by telephone, text message or email on or about November 30, 2017. If a prize winner notification or a prize is returned as undeliverable, a potential prize winner is ineligible, a prize winner declines a prize, or a potential prize winner does not respond to Sponsor's prize winner notification within forty-eight (48) hours after notification, the prize may be forfeited and awarded to an alternate winner in a random drawing from among all remaining eligible entries. Limit one (1) prize per person per household.

6. PRIZES:

One (1) Grand Prize Winner will win two (2) tickets to a professional football game on December 3, 2017. Approximate Retail Value (ARV) \$440.

Five (5) First Prize winners will win a \$50 Bashas' Gift Card. ARV \$50 per winner.

Total ARV of all prizes: \$690

Prizes are not transferrable and may not be redeemed for cash. All costs and expenses associated with the prize acceptance and use, not specifically provided herein, are the responsibility of the winner.

7. CONDITIONS OF PARTICIPATION: Sponsor reserves the right to substitute a prize for an item of equal or greater value in the event an offered prize becomes unavailable for any reason. All federal, state and local laws and regulations apply. Entrants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Sweepstakes. Potential winners may be required to sign and return an Affidavit of Eligibility and a Liability Release before receiving a prize. Failure to comply with this requirement may result in forfeiture of the prize and selection of an alternate winner, if time permits. All properly claimed prizes will be awarded. Winner is responsible for any applicable local, state and federal taxes and will receive a Form 1099 for any prizes valued at \$600 or

greater. Sporting event tickets and gift cards are subject to additional terms and conditions.

8. PUBLICITY: Acceptance of the prize constitutes permission for the Promotional Entities and their agencies to use winner's hometown, opinions, name, likeness and/or voice for advertising and promotional purposes without additional compensation, except as otherwise prohibited by law. Sponsor is not responsible for any typographical or other error in the printing of the rules, or the administration of the Sweepstakes.

9. PRIVACY POLICY: Any personally identifiable information collected from entrant during participation in the Sweepstakes will be used by Sponsor and Sponsor's retail partner to administer the Sweepstakes and in accordance with Sponsor's Privacy Policy as stated at <http://www.smithfield.com/privacy-policy>.

10. GENERAL CONDITIONS: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond the reasonable control of Sponsor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. 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 these Official Rules 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. The failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. LIMITATIONS OF LIABILITY. The Promotional Entities 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 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) late, lost, undeliverable, damaged or stolen mail; 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, provided that such confirmation occurs prior to the Drawing. In the event of an early discontinuance of the Sweepstakes, for any reason, 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. 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, un-awarded, eligible prize claims.

12. DISPUTES: Except where prohibited, each entrant agrees: (i) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prizes awarded

shall be resolved individually, without resort to any form of class action, and exclusively by the federal or state courts in the Commonwealth of Virginia; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, excluding attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain an award for, and each entrant hereby waives all rights to claim, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses. All claims or disputes related to or involving these Official Rules and/or this Sweepstakes shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia.

13. WINNERS' LIST: For the names of the winners, send a self-addressed, stamped envelope to: Smithfield and Bashas' Smithfield Prime® Tailgate Sweepstakes, PO Box 2016, Phx, AZ 85067 by December 31, 2017.