

OFFICIAL RULES FOR THE “HAPPY HOLIDAY” SWEEPSTAKES

NO PURCHASE NECESSARY TO ENTER OR WIN

1. **ELIGIBILITY:** The “Happy Holiday” Sweepstakes (the “Sweepstakes”) is open only to legal residents of fifty (50) United States (including the District of Columbia) who are eighteen (18) or older. Employees of Balducci’s, its affiliates, or other companies associated with the Sweepstakes, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible.
2. **SPONSOR:** The Sweepstakes is sponsored by Balducci’s, 10411 Motor City Drive, Suite 500, Bethesda, MD 20817 (the “Sponsor”).
3. **AGREEMENT TO OFFICIAL RULES:** Participation in the Sweepstakes constitutes your full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
4. **ENTRY PERIOD:** The Sweepstakes begins 12:00:01 AM ET on November 21, 2008 and ends at 11:59:59 PM ET on December 31, 2008 (the “Entry Period”). Entries received before or after the Entry Period will not be eligible.
5. **HOW TO ENTER:** There are three (3) ways to enter: (a) visit www.balduccis.com, follow the links to the Sweepstakes page, and fill out the entry form; (b) visit any Balducci’s store, fill out an entry form, and deposit it in the designated box; or (c) sign up to become a Rewards member, either online or in stores. There is a limit of one (1) entry per person, regardless of method of entry. Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed, or similar methods will be void. Information submitted as part of the entry will be treated in accordance with the Sponsor’s Privacy Policy.
6. **DRAWINGS:** On or about January 19, 2009, the Sponsor will select one (1) potential Grand Prize winner in a random drawing of all entries received. In addition, the Sponsor will select one (1) potential Store Prize winner per store in a random drawing of all entries received in that store, as well as online entries that designated that store. Entries received for one store will not be combined with entries received for another store. The odds of being selected in any drawing depend on the number of entries received for that drawing. There is a limit of one (1) prize per person. The Sponsor will attempt to notify potential winners by telephone and / or email address within seven (7) days of the drawing. If a potential winner cannot be contacted within seven (7) days after the first attempt to contact him/her, the Sponsor will select an alternate potential winner in his/her place at random from all remaining entries received. Only five (5) such attempts will be made.
7. **REQUIREMENTS OF POTENTIAL WINNERS:** Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release (the “Affidavit/Release”) within ten (10) days of being notified. If a potential winner fails to sign and return the Affidavit/Release within the required time period, an

alternate entrant may be selected in his/her place in a random drawing of all entries received.

8. **PRIZES:** One (1) Store Prize winner per store will receive a \$150 Balducci's gift card. A total of ten (10) Store Prizes will be awarded. One (1) Grand Prize winner will receive \$1,000 worth of Balducci's gift cards (awarded as four gift cards worth \$250 each). The gift cards are subject to the terms and conditions printed thereon. Any prize details not specified above will be determined by the Sponsor, in its sole discretion. All expenses, costs, and taxes not expressly listed above are solely the winner's responsibility. Prizes not transferable. No cash or other substitution is allowed, except by the Sponsor who may substitute a prize with another prize of equal or greater value if the advertised prize becomes unavailable, as determined by the Sponsor in its sole discretion. The prize may be reported as income to a winner and the winner will be responsible for payment and reporting of all applicable taxes associated with the receipt of a prize.
9. **GENERAL CONDITIONS:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prizes at random from among the eligible entries received up to the time of the impairment. The Sponsor reserve 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 undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to any online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the participant. The "authorized account holder" is the natural person who is assigned to 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 e-mail address. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited.
10. **RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, you agree to release and hold harmless the Sponsor, its related companies, and their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Sweepstakes or receipt or use of any prize. You further agree that in any cause of action,

the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

11. **DISPUTES:** Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Maryland. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of Maryland, without giving effect to any choice of law or conflict of law rules (whether of Maryland or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Maryland.
12. **SWEEPSTAKES RESULTS:** To request a winners list, send a self-addressed, stamped envelope to "Happy Holiday Sweepstakes Winners, Balducci's, 10411 Motor City Drive, Suite 500, Bethesda, MD 20817. Requests must be received by January 30, 2009.