

HARRIS TEETER MY JINGLE CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY TO WIN and purchase does not increase your chances of winning. Sweepstakes are open only to schools located in Georgia, North Carolina, Maryland, South Carolina, Tennessee, Virginia and Delaware. Schools are defined as public or private elementary schools, middle schools and high schools that are enrolled in Harris Teeter's Together In Education Program. Contest ends February 12, 2009.

TO ENTER CONTEST: A school may enter an unlimited number of submissions of a group(s) or band(s) singing the "My Harris Teeter Jingle." One member of each group or band must be a student of the submitting school. Schools wishing to submit an entry to Harris Teeter's My Jingle contest should send a standard VHS Tape, Mini DV Tape or DVD of an eligible group or band singing the "My Harris Teeter Jingle" and completed entry forms to: HARRIS TEETER MY JINGLE CONTEST, Harris Teeter, 701 Crestdale Road, Matthews, NC 28105.

An audio file of the "My Harris Teeter Jingle" as well as a pdf of the words can be downloaded at www.harristeeter.com

All submissions must include the VHS Tape, Mini DV Tape or DVD and a completed entry form (available on harristeeter.com). The application must be signed by a school official (defined as a full-time employee of the school) and shall contain the names and ages of all persons performing. The entry form is available at www.harristeeter.com. ONLY those submissions with complete and signed entry forms will be considered for the contest.

All entries must be postmarked by February 12, 2009 and received by February 19, 2009.

All submissions shall become the sole property of Harris Teeter. The entrant must be the owner of the copyright in the video and hereby assigns ownership of the copyright in the video to Harris Teeter. Harris Teeter is not responsible for lost, damaged or misdirected tapes under any circumstances. All contest entries become the exclusive property of Harris Teeter and will not be acknowledged or returned. (Please do not call Harris Teeter for Status Reports.)

Submissions, in any format, will not be returned, please keep a copy of your submission. Harris Teeter reserves the right to destroy all videos once the contest has concluded.

Harris Teeter reserves the right to edit and/or alter any submission.

Decisions of the judges as to all contest matters are final and non-appealable. All submissions are subject to the terms of these rules and all entrants agree to be bound by these rules and the decisions of the judges. Harris Teeter reserves the right to amend these rules at any time.

The winning school will be required to submit a waiver signed by each group member who is 18 years old or older and a parent waiver signed by the parent or legal guardian of each group member under the age of 18. If the winning school cannot provide these waivers, the prize will be forfeited and awarded to an alternate winning school.

PRIZES: \$10,000 cash prize for your school. Harris Teeter will either, in its sole discretion, (i) travel to your school to record your group/band performing the "My Harris Teeter" Jingle or (ii) provide a

professional recording session for your group/band, for which the sole purpose would be for the winner to record the "My Harris Teeter" Jingle or (iii) use the originally submitted video.

Harris Teeter may elect, in its sole discretion, to use submissions of non-prize winners in commercials, on the internet and/or other promotional videos. In such event, Harris Teeter shall contact the school and shall request that the school submit a waiver signed by each group member who is 18 years old or older and a parent waiver signed by the parent or legal guardian of each group member under the age of 18. If the school cannot provide these waivers, Harris Teeter shall not use such submission.

Cash prize will be given to the school to be used for a purpose to be determined by the school. ONLY those submissions with complete and signed entry forms will be considered for the contest.

Winner will be selected and notified by phone, no later than March 26, 2009.

JUDGING CRITERIA: Submissions will be judged for prizes and use in commercials on the basis of their artistic excellence. The decisions of the Judges are final. All decisions regarding the Contest including, without limitation, rules, eligibility, contestant selection, program production, competition format, contestant elimination and award of prizes, are at Harris Teeter Inc.'s sole and exclusive discretion, are final and are not subject to appeal.

Harris Teeter Inc. reserves the right to disqualify any contestant for any reason including, without limitation, any contestant's tampering with the application process or the operation of the application process, threatening or harming anyone involved in the competition, being related by blood or marriage or having a business or personal relationship with any judge at any level of competition, being a member of the Screen Actors Guild or being a party to recording or commercial sponsorship agreement either alone or as a member of a group.

GENERAL RULES: Employees, officers and directors of Harris Teeter, Ruddick Corporation, their affiliates, parents or subsidiaries, and their advertising and promotion agencies and their immediate family members and/or those living in the same household of each are not eligible. All federal, state and local laws apply. The promotion is void where prohibited by law. No substitution or transfer of prize(s) permitted.

Unless prohibited by law, the school's acceptance of the prize constitutes permission by the winning school and all individuals participating in the group/band for the sponsor and its agencies to use, without further compensation, the school's and winning group/band's name and/or likeness for purposes of advertising. By participating in this promotion, the winning school and all individuals participating in each group/band agree to be bound by the Official Rules and the decisions of the judges. Sponsors are not responsible for any typographical or other error in the printing of the offering, the administration of the contest, or the announcement of the prize(s). Harris Teeter and participating sponsors are not responsible for any damages resulting from the use of prizes, make no warranty concerning the characteristics or qualities of the prizes and reserve the right to substitute prizes of equal or greater value. Federal, state and local taxes are the sole responsibility of the winning school.

In the event of noncompliance with the Official Rules, or if the winning school cannot be reached at the phone number on the winning school's Entry Form, the prize will be forfeited and awarded to an alternate winning school. Prizes are not transferable. No cash or prize substitutions, except that Harris Teeter reserves the right to substitute prizes of comparable value.

All contest submissions become Harris Teeter's property and will not be returned. Harris Teeter and Sponsors assume no responsibility or liability for lost, misdirected, misplaced, damaged, illegible, incomplete, late, mutilated or postage-due contest submissions or for any act or failure to act regarding

the transmitting, delay or processing of entries, including any computer or malfunction involving the submission.

Each winning school and member of the winning group/band, as a condition of entry into the contest agrees to release each Harris Teeter, Ruddick Corporation, their affiliates, parents or subsidiaries, and their advertising and promotion agencies from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with submitting an entry or otherwise participating in any aspect of the contest, the receipt, ownership or use of any prize awarded, or while preparing for, participating in or traveling to or from any prize-related activity or any typographical or other error in these Official Rules or the announcement of offering of any prize.

LIMITATION OF LIABILITY AND RELEASE: Harris Teeter, Ruddick Corporation, their affiliates, parents and subsidiaries, and the employees, officers and directors of all such parties assume no responsibility or liability for, and all entrants agree to release and hold them harmless from and against, any damages, injuries, losses, claims or causes of action of any kind arising from participation in this Contest, the operation of this Contest or the acceptance, possession, use or misuse of the prize.

ELIGIBILITY: Each submission of a group or band must be solely the original work of such group or band, and each member of a group or band represents that his/her submission does not infringe on any third party's copyrighted material, trademark or other intellectual property rights.

By submitting your entry each school and member of a participating group or band agrees to release, discharge, and hold harmless Harris Teeter their respective parent, subsidiary and affiliated companies, licensees, and assigns, and their respective officers, directors, employees, agents and representatives from any claim or liability arising from or related to submission of the entry, participation in this contest, and/or acceptance or use of any prize.

LIST OF WINNERS: For the name of the major winners, available after May 28, 2009, send a separate, stamped self-addressed (#10) envelope to, HARRIS TEETER MY JINGLE CONTEST Winners List, Harris Teeter, Inc., P.O. Box 10100, Matthews, NC 28106.

HARRIS TEETER "MY JINGLE CONTEST" ENTRY FORM

Thank you for entering the Harris Teeter "My Jingle Contest". To enter the contest, you must fill out this application completely, honestly and accurately. Failure to do so may result in your elimination from the contest, as well as the forfeiture of any prizes or other things you may or would have been awarded.

PART I. SCHOOL INFORMATION

Date: _____
Name of School: _____
Together In Education 4-Digit School Code: _____
School Contact Person: _____
Address: _____

Phone: _____
Cell/Pager of Contact Person: _____
E-mail: _____

Are you at least 18 years of age? Yes No (circle one)

Name of Group/Band: _____

Individuals Participating in Group/Band:

Name: _____ Age: _____
Name: _____ Age: _____
Name: _____ Age: _____
Name: _____ Age: _____
Name: _____ Age: _____
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Name: _____ Age: _____
Name: _____ Age: _____

[Attach additional sheets if necessary]

To your best knowledge, have you or any member of your group/band ever been a member of a talent union i.e. SAG, AFTRA, AFM, ASCAP or BMI?

To your best knowledge, has any member of the group/band ever performed professionally? (actor, singer, dancer, etc.) If so, please explain.

To your best knowledge, have you or any member of your group/band ever competed in a talent contest before? If so, please explain when, where and for whom? What was the outcome?

To your best knowledge, have you or any member of your group/band ever had a talent management, recording or publishing deal?
Is so, please give details.

Please list below anyone you know or have known who is now, or has been in the past five years, an associate of Harris Teeter Inc.

To your best knowledge, are you or any member of your group/band a party to a recording contract (either alone or as a member of a group)?
Yes No (circle one)

To your best knowledge, are you and each member of your group/band a legal resident of the United States? Yes No (circle one)
If no, what country

To your best knowledge, have you or any member of your group/band ever been convicted of a crime of any type? Yes No (circle one)
If so, please give details and dates:

To your best knowledge, have you or any member of your group/band ever had a temporary restraining order issued against you/them? Yes No (circle one)
If so, please give details and dates:

To your best knowledge, have you or any member of your group/band ever had your/their driver's license suspended? Yes No (circle one)
If so, please explain:

To your best knowledge, have you or any member of your group/band ever done or been involved in anything that would reflect negatively on you/them or Harris Teeter Inc. if you/they are chosen winner of the contest?

Yes No (circle one) If yes please explain:

List any websites registered in your name, or which you operate, or, to your best knowledge, are operated by any member of your group/band:

What clubs or organizations do you belong to?

I hereby acknowledge that: (i) I have completed this application honestly, completely and accurately; (ii) if any of the above information is found to be false or incomplete, this will be grounds for dismissal from the contest, as well as the forfeiture of any prizes or things that my school may or would have been awarded; (iii) I have accurately listed the name and age of each member of the group/band that is either shown on the video or who has performed on the DVD; (iv) I have read and agreed to the "Harris Teeter My Jingle Contest Official Rules;" (v) Harris Teeter Inc. has no obligation to interview my group/band and/or select them as a winner; (vi) even if my group/band is selected as a winner, Harris Teeter Inc. has no obligation to use the winning recorded jingle in any marketing or advertising materials; (vii) all decisions by Harris Teeter Inc. concerning selection of winner is final and not subject to challenge or appeal; and (viii) Harris Teeter Inc. has no obligation to return any materials submitted by me as part of the application.

By submitting this application, I, my school and my group/band hereby consent to the recording, use and reuse by Harris Teeter Inc. of my or my group/band's voice, actions, likeness, name, appearance, biographical material, and any information contained in my application to be a participant in the contest or in any materials submitted in connection with my application (collectively "Likeness") as edited, altered, or modified by Harris Teeter Inc., I agree that Harris Teeter Inc. may use all or any part of my or my group/band's Likeness, and may alter or modify it regardless of whether or not I or my group/band are recognizable. I further agree that Harris Teeter Inc. exclusively owns all right, title, and interest (including, without limitation, all copyrights) in and to any video that I have provided in connection with this application and any other materials that I have provided or may provide in connection with the Contest (the "Materials") including, without limitation, the right to edit, alter or modify the Materials and to use all or part of the Materials and my or my group/band's Likeness in any manner and in any and all media now known or hereafter devised. I further agree that Harris Teeter Inc. may use my and my group/band's Likeness and the Materials in connection with any promotion, publicity, marketing or advertisement for the Program.

I grant the rights hereunder whether or not I (or my group/band) are selected as the winner in the Contest.

I release Harris Teeter Inc. from any and all liability arising out of the recording or use of my likeness or that of my group/band and/or the Materials. I agree that neither I nor my school will make any claim against Harris Teeter Inc. as a result of the recording or use of my or my group/band's Likeness and/or the Materials (including, without limitation, any claim that such recording or use invades any right of privacy and/or publicity). I understand that I, my school and the members of my group/band will not be paid any money for giving Harris Teeter Inc. these rights, or for signing this agreement.

I authorize Harris Teeter Inc. to investigate access and collect information about me and my group/band, about any of the statements made by me in my application, any supporting documents and any other document that I have signed or do sign in connection with.

I irrevocably authorize Harris Teeter Inc. to secure information about my or my group/band's experiences from my current and former employers, associates, friends, family members, educational institutions, government agencies, credit reporting agencies, and any references I have provided, and I irrevocably authorize such parties to provide information concerning me and my group/band. I hereby unconditionally and irrevocably release and forever discharge all such parties and persons from any and all liabilities arising out of or in connection with any such investigation.

I have read, understand, and agree with the foregoing.

Signature of School Representative: _____ Date: _____

Name of School: _____

Signature of Witness: _____ Date: _____

Name of Witness [Please print or type]: _____