

Tops Greatest of All Tailgates Sweepstakes

Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN.

1. Eligibility

Tops Greatest of All Tailgates Sweepstakes (the “Sweepstakes”) is open only to legal residents of New York, Pennsylvania and Vermont, ages 18 and over on their date of entry into the Sweepstakes (“Eligible Customers”). Proof of residency and age may be required. Business entities such as corporations or companies are not eligible to enter or win. Associates, officers and directors of the Sponsor and Northeast Grocery, Inc., its retail stores, distribution centers and division offices, its subsidiaries and affiliates, franchisees, promotion suppliers, affiliated advertising agencies, third party contractors and spouses of the aforementioned groups (and the I.R.S. listed dependents or members of household including dependents in the military or attending college living away from home) are not eligible to win. Void where prohibited or restricted by law. This Sweepstakes is governed by these Official Rules and is subject to all applicable federal, state and local laws, rules, and regulations. In order to enter the Sweepstakes or receive a prize, you must fully comply with the Official Rules and, by entering, you agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Sweepstakes.

2. Sponsor

Sponsor: Tops Markets, LLC, P.O. Box 1027, Buffalo NY 14240-1027

3. Timing

The Sweepstakes Entry Period begins on September 6, 2026, at 12:00:01 am Eastern Daylight Time (“EDT”) and ends on October 17, 2026, at 11:59:59 pm EDT (“Sweepstakes Entry Period”). Sponsor’s computer is the official timekeeping device for this Sweepstakes.

4. How to Enter

There are two (2) ways to enter the Sweepstakes:

(1) Entry via Qualifying Purchase.

Entry by Purchase: During the Sweepstakes Entry Period, Eligible Customers use a valid, active, and registered Tops BonusPlus®, BonusCard®, or Wild Card at any of the 147 participating Tops Friendly Markets in New York, Pennsylvania, or Vermont (each, a “Participating Store”) to make a Qualifying Purchase will receive one (1) entry for each qualifying unit purchased. A “Qualifying Purchase” is defined as the purchase of products from the following brands: *Alani®*, *Avocados from Mexico®*, *BodyArmor®*, *Bounty®*, *C4 Energy®*, *Campbell’s®*, *Coca-Cola®*, *Frank’s RedHot®*, *Gatorade®*, *Grillo’s®*, *King’s Hawaiian®*, *Manwich®*, *Margherita®*, *McCain®*, *Monster Energy®*, *Orville Redenbacher’s®*, *Pepsi®*, *Powerade®*, *Ritz®*, *Rotel®*, *Smithfield®*, *Swanson® broths*, *Tim Hortons®*, *Tostitos®*, *Treasure Cave®*, *Wendy’s®*. Purchases that do not include these brands will not be considered Qualifying Purchases.

Purchases made via (i) topsmarkets.com or at (ii) the Instacart.com or doordash.com websites (unless such purchases are properly linked to an active registered Tops BonusPlus®, BonusCard®, or Wild Card account), as well as purchases made at Tops fuel stations, convenience stores (including Tops Xpress® and Tops Fresh Xpress locations), are not eligible and do not constitute Qualifying Purchases. The applicable Tops card must be scanned at the time of purchase for entries to be awarded. In the event of a dispute

regarding the identity of an entrant, the authorized registered holder of the applicable Tops account used at the time of entry shall be deemed the entrant.

(2) Mail-In Entry (Alternate Method of Entry or “AMOE”).

To enter without making a purchase, Eligible Customers must mail a handwritten entry on a 3” x 5” card including the entrant’s full name, mailing address, telephone number (with area code), and email address. The entry must be mailed in a stamped #10 envelope to: Tops Friendly Markets, Greatest of All Tailgates Sweepstakes, PO Box 1027, Buffalo, NY 14240-1027. Limit one (1) mail-in entry per outer stamped envelope. There is no limit to the total number of mail-in entries submitted, provided each entry is mailed separately in accordance with these Official Rules. Each Mail-In Entry will be processed in a manner that is consistent with each Entry by Purchase, with each Mail-In Entry receiving one (1) Sweepstakes entry, which is equivalent to entries earned via Entry by Qualifying Purchase. Mail-in envelopes larger than a #10 envelope will be disqualified.

Each mail-in entry must be handwritten; entries generated by photocopy, facsimile, or other mechanical reproduction are void. Sponsor is not responsible for entries that are illegible, lost, late, misdirected, damaged, incomplete, stolen, or otherwise not received. All mail-in entries become the property of the Sponsor and will not be returned. Mail-in entries must be postmarked no earlier than September 6, 2026, and no later than October 17, 2026, and received by the Sponsor by October 24, 2026.

All entries, regardless of method of entry, have an equal chance of winning.

5. Winner Determination

One (1) grand prize winner will be drawn approximately each Monday nine (9) days following each full calendar week of the Sweepstakes Entry Period based on all valid entries from the respective weekly drawing. Approximate drawing dates for each Grand Prize are:

- Monday, September 21, 2026 (based on entries for Sunday, September 6, 2026 - Saturday, September 12, 2026)
- Monday, September 28, 2026 (based on entries for Sunday, September 13, 2026 - Saturday, September 19, 2026)
- Monday, October 5, 2026 (based on entries for Sunday, September 20, 2026 - Saturday, September 26, 2026)
- Monday, October 12, 2026 (based on entries for Sunday, September 27, 2026 - Saturday, October 3, 2026)
- Monday, October 19, 2026 (based on entries for Sunday, October 4, 2026 - Saturday, October 10, 2026)
- Monday, October 26, 2026 (based on entries for Sunday, October 11, 2026 - Saturday, October 17, 2026)

The potential winner(s) will be contacted using the email address provided with the registration or on file with the Sponsor and may be awarded the prize subject to verification of eligibility and compliance with the terms of these Official Rules. The potential winners will be notified by email on or about two days after the drawing. Failure by a potential winner to respond to any contact within five (5) days of notification will result in disqualification, and Administrator will select an alternate potential winner in the same manner. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The “authorized account holder” is the natural person assigned 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 address. Each potential winner may be required to show proof of being the authorized account holder. Odds of winning depend on the number of eligible entries received during the Sweepstakes Entry Period.

Sponsor’s decisions regarding the administration and operation of the Sweepstakes and the selection and verification of potential winners are final and binding in all matters relating to the Sweepstakes.

6. POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR. SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE WINNERS AND OTHER MATTERS RELATED TO THE SWEEPSTAKES.

7. Verification of Potential Winners

Potential winners may be required to complete and return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") by the date specified by Sponsor. In the event: (a) potential winner cannot be reached for whatever reason after a reasonable effort has been exerted or the potential winner notification or Affidavit is returned as undeliverable; (b) potential winner declines or cannot accept, receive or use the prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods, (d) potential winner is found to be ineligible to enter the Sweepstakes or receive the prize, (e) potential winner cannot or does not comply with the Official Rules, or (f) potential winner fails to fulfill the Affidavit-related obligations, the potential winner shall be disqualified from the Sweepstakes. Sponsor reserves the right to modify the notification and Affidavit procedures.

8. Prizes

Six (6) weekly winners will each receive a \$1,000 prepaid gift card and a \$500 Tops gift card. Winners are subject to verification and compliance with these Official Rules. The total approximate retail value ("ARV") of all Sweepstakes prizes available to be awarded is \$9,000.00.

Prize Conditions: No cash equivalent or substitution of any prize is permitted except at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize, in whole or in part, with one of equal or greater value for any reason. Prizes will be awarded only if the potential winner fully complies with these Official Rules.

All applicable federal, state, and local taxes on prize value, as well as any other costs and expenses associated with acceptance or use of any prize not expressly stated herein, are the sole responsibility of the recipient of such prize. Sponsor may issue an IRS Form 1099 to each individual winner as required by law.

9. Entry Conditions and Release

Each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor are binding and final in all matters relating to this Sweepstakes; (b) defend, indemnify, release and hold harmless the Sponsor and its respective parent, subsidiary, and affiliated companies, celebrities, and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and each of their respective past and present parents, affiliates, officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to an entrant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry. Winners acknowledge that the prize is awarded as-is without warranty of any kind.

10. Publicity

Except where prohibited or restricted by law, winner's acceptance of prize constitutes the winner's agreement and consent for Sponsor and any of its designees to use and/or publish winner's full name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by winner regarding the Sweepstakes or Sponsor, worldwide and in perpetuity for advertising, publicity, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

11. General Conditions

Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Sweepstakes or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Sweepstakes or any promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Sweepstakes, or with any Website promoting the Sweepstakes; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Sweepstakes multiple times through the use of multiple email addresses. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Sweepstakes, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Sweepstakes, including the entire Sweepstakes, and/or modify the Sweepstakes and/or award the prize from all eligible entries received as of the termination date.

12. Limitations of Liability

The Released Parties are not responsible for: (a) 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; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error in the administration of the Sweepstakes or the processing of entries; (e) any injury or damage to persons or property that 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; or (f) for lost, late, illegible, misdirected, inaccurate, incomplete, undelivered, damaged, delayed, entries. If for any reason an entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes. No more than the stated number of each prize will be awarded.

13. Disputes

Entrant agrees that: (a) 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; (b) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate New York State Court located in New York, New York; (c) 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 (d) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

14. Entrant's Personal Information

Information collected from entrants is subject to the Sponsor's Privacy Policy, which is available at <https://www.topsmarkets.com/privacy>.

15. Sweepstakes Results

To obtain a list of winners, send a self-addressed, stamped reply envelope to:

Tops Greatest of All Tailgates - Winners List
Tops Markets, LLC - Marketing Department
P.O. Box 1027
Buffalo, NY 14240-1027

All requests for winners list must be received by the Sponsor's Marketing Department within 90 days of Sweepstakes Entry Period. Vermont residents may omit return postage to Vermont addresses or, with proof of Vermont residency, to other addresses.

16. Availability of the Official Rules

The Official Rules are available at address www.topsmarkets.com/TailgateClub

Abbreviated Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. Open only to legal residents of New York, Pennsylvania, and Vermont who are eighteen (18) years of age or older at time of entry. The Tops Greatest of All Tailgates Sweepstakes begins on September 6, 2026, at 12:00:01 a.m. EDT and ends on October 17, 2026, at 11:59:59 p.m. EDT. For complete Official Rules and entry details, visit www.topsmarkets.com/TailgateClub. Void where prohibited. Sponsored by Tops Markets, LLC, P.O. Box 1027, Buffalo, NY 14240-1027.

NO PURCHASE NECESSARY. Open to legal residents of NY, PA & VT, 18+. Ends 10/17/26. For rules & entry: www.topsmarkets.com/TailgateClub. Void where prohibited. Sponsor: Tops Markets, LLC.