

Tops Kick-to-Win Online Game Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility

Tops Kick-to-Win Online Game (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. This Sweepstakes is void elsewhere and where prohibited 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 and Administrator

Sponsor: Tops Markets, LLC, P.O. Box 1027, Buffalo NY 14240-1027. Administrator: Konekt.io Inc., 136 Madison Ave, Floor 6, New York, NY 10016.

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”). The Sweepstakes Game Period begins September 6, 2026, at 12:00:01 am EDT and ends on October 24, 2026, at 11:59:59 pm EDT (“Sweepstakes Game Period”). Sponsor is the official timekeeper for this Sweepstakes. The Sweepstakes Game Period will end early if all the Instant Win Prizes are awarded before the end of the Sweepstakes Game Period.

4. How to Enter

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

(1) Enter by Qualifying Purchase: Eligible customers who use their active registered Tops BonusPlus®, BonusCard, or Wild Card to make a qualifying purchase (“Qualifying Purchase,” subject to exclusions noted below) at any of the 147 participating Tops Friendly Markets locations in New York, Pennsylvania, or Vermont (each, a “Participating Store”) during the Sweepstakes Entry Period will receive one (1) game play 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 at (i) TopsMarkets.com or at (ii) the Instacart.com or doordash.com websites (unless such third party purchase was linked to an active registered Tops BonusPlus®, BonusCard or Wild Card account), and/or at Tops fuel stations, convenience stores (including Tops Xpress® and Tops Fresh Xpress locations) shall not be considered made at a Participating Store and do not constitute a Qualifying Purchase. An Eligible Customer's active registered Tops BonusPlus®, BonusCard or Wild Card must be scanned at the time of purchase for the purchase to be a Qualifying Purchase.

Upon receipt of a valid entry by Qualifying Purchase, each Eligible Customer will be directed to enter the online game website at <https://kick.topsmarkets.com/> during the Sweepstakes Game Period to see if their valid entry is a winning entry. A valid entry may take up to one (1) hour from the time of issuance to be displayed online and become eligible for play at <https://kick.topsmarkets.com/>. Upon entering the website, the entrant must click to kick a field goal attempt to see if that entry leads to a possible instant win prize. Each eligible entry permits one (1) game play. Upon completion of the game play, the entrant will receive an on-screen notification indicating whether he or she is a potential winner of an instant win prize. All instant win results are subject to verification and compliance with these Official Rules.

(2) To Enter without Purchase: Mail a handwritten entry request to Sponsor including entrant's complete name, address, telephone number with area code and email address on a 3" x 5" card and mail it in a stamped envelope to: Tops Friendly Markets, "Kick-to-Win Online Sweepstakes", PO Box 1027, Buffalo, NY 14240-1027. Limit one Mail Entry per outer stamped envelope. Mail-in envelopes larger than a # 10 envelope will be automatically disqualified. Each mail entry must be separately handwritten; no entry will be eligible if it was created via copier, facsimile machine or by mechanical reproduction of any kind. Sponsor is not responsible for any mail entry that is illegible, undeliverable, misdirected, mutilated, lost, late, incomplete, damaged, stolen, or altered. Each mail entry becomes the property of Sponsor and will not be returned. Must be post-marked no earlier than September 6, 2026, and no later than October 17, 2026, and received by October 24, 2026. Limit of one (1) entry request per envelope. Note that a valid email address is required to provide the entry.

Upon receipt of a valid entry without Purchase, Sponsor will conduct a game play on behalf of the Eligible Customer. Each eligible entry permits one (1) game play. Upon completion of the game play, the entrant will receive an email notification indicating whether their entry is a potential winner of an instant win prize. All instant win results are subject to verification and compliance with these Official Rules.

LIMIT: Participants may receive and play one (1) game play for each eligible entry earned during the Sweepstakes Entry Period. Eligible entries may be earned through a Qualifying Purchase or through a mail-in entry without a purchase, as described above.

Game plays must be completed during the Sweepstakes Game Period. Participants may not exceed the number of game plays corresponding to the total number of eligible entries earned. Should multiple users of the same Tops BonusPlus®, BonusCard, or Wild Card enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the registered card holder of the Tops BonusPlus®, BonusCard, or Wild Card at the time of entry will be considered the entrant. Any attempt by any participant to obtain more game plays than those associated with eligible entries—using multiple/different email addresses, Tops BonusPlus®, BonusCard, or Wild Card memberships, identities, registrations, logins, or any other methods—will void that participant's entries and may result in disqualification. Use of any robotic, automatic, programmed or similar entry method or the use of any means to obtain more than the stated number of Sweepstakes entries plays per day will void all entries/plays and result in disqualification.

5. Winner Determination

Instant Win Prizes: The odds of winning an instant win prize will be 1 in 5 or better for each entry. Each participant who receives a “win” message will be deemed a potential instant win prize winner pending verification of eligibility and compliance with these Official Rules, as determined by Sponsor and Administrator in their sole and absolute discretion. An entrant is not a winner of any prize unless and until eligibility and compliance with these Official Rules has been verified and the participant has been notified that verification is complete. Sponsor will not accept screenshots, printed confirmations, or other evidence of winning in lieu of its validation process. If, due to a technical, programming, seeding, human, printing, production, or other error, more winning messages are distributed or claimed than the number of prizes intended to be awarded, Sponsor reserves the right, in its sole discretion, to award the stated number of prizes through a random drawing from among all eligible, non-suspect prize claims received for the applicable prize level. Not all instant win prizes are guaranteed to be awarded.

Prize Package: two (2) additional prize packages are available and guaranteed to be awarded. Winners of the prize package will be selected in a random drawing conducted by Sponsor on or about October 26, 2026, from among all eligible winners of the “chance to win” prize that was awarded from the Instant Win prize pool. Odds of winning the prize package depend on the number of eligible “chance to win” prizes that were awarded from the Instant Win prize pool during the Sweepstakes Game 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 AND/OR ADMINISTRATOR. SPONSOR AND ADMINISTRATOR’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

The following instant win prizes will be available.

<u>Instant Win Prize Pool</u>	<u>Quantity</u>	<u>Approximate Retail Value</u>	<u>Total Approximate Retail Value</u>
\$100 Tops eGift Card	5	\$100.00	\$500.00
\$10 Tops eGift Card	250	\$10.00	\$2,500.00

Fanatics \$20 eGift Card	25	\$20.00	\$500.00
NFL Shop \$25 eGift Card	20	\$25.00	\$500.00
Logoed Backpack Cooler	7	\$80.44	\$563.08
Logoed LED Sign	1	\$139.00	\$139.00
Logoed Portable Speaker	1	\$123.69	\$123.69
Logoed Tailgate Chair	1	\$39.86	\$39.86
Logoed Cooler	1	\$143.00	\$143.00
Logoed Ping Pong Table	1	\$100.00	\$100.00
Logoed Jumbo Floor Mat	1	\$30.00	\$30.00
Logoed Tailgate Tent	1	\$171.55	\$171.55
Logoed Cooler	1	\$50.00	\$50.00
Logoed Corn Hole Set	1	\$115.78	\$115.78
\$1 Tops BonusBucks eCoupon	300	\$1.00	\$300.00
\$2 Tops BonusBucks eCoupon	250	\$2.00	\$500.00
\$5 Tops BonusBucks eCoupon	100	\$5.00	\$500.00
Free Product eCoupons*	9,000	\$2.26	\$20,310.00
\$2 off Your Bakery Department Purchase of \$10 or more eCoupon	500	\$2.00	\$1,000.00
\$2 off Your Fresh Meat & Seafood Department Purchase of \$10 or more eCoupon	500	\$2.00	\$1,000.00
\$2 off Your Fresh Produce Department Purchase of \$10 or more eCoupon	500	\$2.00	\$1,000.00
\$2 off Your Frozen Foods Department Purchase of \$10 or more eCoupon	500	\$2.00	\$1,000.00
\$2 off Your Prepared Foods Purchase of \$10 or more eCoupon	500	\$2.00	\$1,000.00
\$2 off Your Deli Department Purchase of \$10 or more eCoupon	500	\$2.00	\$1,000.00
Cent off eCoupons**	340,000	\$1.13	\$385,000.00
\$5 off \$100 Fanatics Gift Card eCoupon	17,500	\$5.00	\$87,500.00
\$5 off \$100 NFL Shop Gift Card eCoupon	17,500	\$5.00	\$87,500.00
\$5 off \$50 Fanatics Gift Card eCoupon	7,500	\$5.00	\$37,500.00
\$5 off \$50 NFL Shop Gift Card eCoupon	7,500	\$5.00	\$37,500.00
\$10 off \$100 Fanatics Gift Card eCoupon	10,000	\$10.00	\$100,000.00
\$10 off \$100 NFL Shop Gift Card eCoupon	10,000	\$10.00	\$100,000.00
One (1) Entry for chance to win (2) tickets to Buffalo Bills NFL Game	50,000	-	\$0.00
<u>Prize Pool Package***</u>	<u>Quantity</u>	<u>Approximate Retail Value</u>	<u>Total Approximate Retail Value</u>
2 tickets to Buffalo Bills versus New York Jets in Orchard Park, NY on Sunday, January 10, 2027	2	\$496.00	\$992.00

For all Prizes: No cash equivalent for any prize and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a listed prize for one of equal or greater value for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. All federal, state, and local tax liabilities, as well as any other costs and expenses not specified herein as being awarded are the sole responsibility of the Winner. Winner may be required to complete and return an IRS W-9 form (i.e. Request for Taxpayer Identification Number and Certification). Instant

Win Prizes will be credited to the Winner's Tops BonusPlus®, BonusCard, or Wild Card. Prize will be awarded only if the potential prize winner fully complies with these Official Rules. Total approximate retail value of all prizes available to be won is \$868,307.96.

* Free Product prizes: Instant Win Game has 12 different Free Product Prizes with a value between \$1.25 and \$3.00 with an average value of \$2.26. Free Product prizes awarded as eCoupons and expire October 31, 2026.

** Cent off Product prizes: Instant Win Game has 17 different Cent off Product Prizes with a value between \$1.00 and \$2.00 with an average value of \$1.13. Cent off Product prizes awarded as eCoupons and expire October 31, 2026.

***Additional Prize Terms: One (1) winner will receive two (2) tickets to the Buffalo Bills versus the New York Jets football game at Highmark Stadium in Orchard Park, NY scheduled for Sunday, January 10, 2027. Game selection is at the sole discretion of the Sponsor and is subject to change. All expenses not expressly stated herein, including but not limited to transportation, parking, meals, lodging, and other incidental costs, are the sole responsibility of the winner and their guests. Sponsor is not responsible for any cancellation, postponement, delay, suspension, or rescheduling of the event. In such case, Sponsor shall have no further obligation to the winner. Sponsor reserves the right to assign alternative seating in its sole discretion.

9. Entry Conditions and Release

Each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor and Administrator which are binding and final in all matters relating to this Sweepstakes; (b) defend, indemnify, release and hold harmless the Sponsor, Administrator and their 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 a participant'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/province/territory/country 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 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; 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:

Kick-to-Win Online Game 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 <https://kick.topsmarkets.com/>

Abbreviated Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. The Tops Kick-to-Win Online Game is open only to legal residents of New York, Pennsylvania and Vermont who are at least eighteen (18) years old at the time of entry. Sweepstakes starts on September 6, 2026, at 12:00:01 am EDT and ends on October 24, 2026, at 11:59:59 pm EDT or sooner if all Instant Win prizes have been awarded. For entry and Official Rules visit <https://kick.topsmarkets.com/>. Void where prohibited. Sponsored by Tops Markets, LLC, P.O. Box 1027, Buffalo NY 14240-1027.