

YOU COULD STAR IN A HOUSE OF BBQ COMMERCIAL! CONTEST

OFFICIAL RULES

NO PURCHASE NECESSARY. TO BE ELIGIBLE YOU MUST BE A LEGAL U.S. RESIDENT RESIDING IN NY, PA, CT, MA, VT OR NH AT TIME OF ENTRY. VOID WHERE PROHIBITED. NO PURCHASE NECESSARY TO ENTER OR WIN.

1. ELIGIBILITY: Open only to legal residents NY, PA, CT, MA, VT or NH who are 18 years of age or older at time of entry. The following individuals are not eligible: employees of Price Chopper/Golub Corporation ("Sponsor"), and their respective parent, subsidiaries and affiliated companies, distributors, web design, advertising, fulfillment, insurance agencies, judging and Contest agencies involved in the administration, development, fulfillment and execution of this Contest (collectively, "Contest Parties"), and the immediate family members (spouse, parent, child, sibling and spouse or "step" of each) and those living in the same households (those persons whether related or not who live in the same residence) of each such employee.

2. CONTEST SCHEDULE: You may enter the Contest between 12:00:01 AM Eastern Time ("ET") on Sunday, May 17, 2009 and 11:59:59 PM ET on Friday, June 19, 2009 ("Contest Period").

3. TO ENTER: To enter the Contest, go to pricechopper.com. ("Web Site") during the Contest Period and click the advertisement for the YOU COULD STAR IN A HOUSE OF BBQ COMMERCIAL Contest registration and commercial upload page. BEFORE YOU WILL BE ALLOWED TO CONTINUE, YOU MUST EXPRESSLY AGREE AND CONSENT TO BE BOUND BY THESE RULES AND PRICE CHOPPER'S PRIVACY POLICY. IF YOU DO NOT AGREE TO ANY OF THESE TERMS, PLEASE DO NOT USE THE WEBSITE OR ENTER THE CONTEST. Follow the on-screen directions to properly complete and submit a registration form for the Contest. When prompted, you will be asked to upload your original Submission to the Web Site. Before uploading the Submission, you will be required to agree that you have (a) read or have had these Official Rules read to you and you are in agreement with these Official Rules, and (b) received permission for the use of the image/likeness of any and all identifiable persons appearing in your Submission. You will be required to submit a release (to be provided by Sponsor) signed by each identifiable person appearing in your Submission granting Sponsor permission to use his or her image/likeness if your Submission is selected as a Winner in the Contest. Submissions that do not include all required information and adhere to the Official Rules will be considered void.

CREATIVE ASSIGNMENT: Recreate your very own House of BBQ commercial by performing and singing the original House of BBQ song lyrics. Original song lyrics and video ("Meat" version) of the House of BBQ commercial are available for viewing at pricechopper.com. Lyrics are not be altered.

If your video makes it as one of five winners, you will win a \$450 Gas Grill, Grilling Tools and \$500 in Price Chopper Gift Cards, plus be featured in a House of BBQ commercial that will be aired in Price Chopper's major marketing areas.

JUDGING REQUIREMENTS: Judging Criteria ("Judging Criteria") are as follows:

1. Originality and Creativity
2. Quality of Performance
3. Showmanship

TECHNICAL REQUIREMENTS: A video file must be submitted – the video file must be at least 30 seconds in length (maximum 60 seconds) (all copyrighted material will be removed).

- The Video file size should be kept at or under 100 MB for quicker upload/encoding time
- Video files must be provided in one of the following file formats: .MPEG; .MOV; .AVI; .WMV

Winners will be asked to provide the original audio and video files used during production of the entry for broadcast purposes. This may include uncompressed QuickTime files, final audio mix and/or separate audio tracks for dialogue, music, and effects. These items are not mandatory to become a Winner.

ADDITIONAL REQUIREMENTS: Submission must be primarily in English. All entries must be received by 11:59:59 PM ET on Friday, June 19, 2009.

Once uploaded, Submission will not be returned. Sponsor may, in its sole discretion, remove, delete and/or forfeit Submission it deems inappropriate or otherwise non-compliant.

The person uploading the Submission will be deemed the entrant ("Entrant"). The Entrant is the one (1) person who owns the email address associated with the Contest Submission. The Entrant must be at least 18 years of age. If any group elects to collaborate on a Submission, they are required to designate one (1) person as the agent of the group to enter the Contest, agree to these rules and accept the prize on behalf of the group. Neither Sponsor nor any of the Contest Parties are liable for any disputes between collaborators arising under or related to the Contest.

Limit one (1) submission per person, household and/or email address throughout the Contest Period.

Each Submission must comply with these rules.

Each Submission must be the original work of the entrant produced for this Contest; it may not have been entered in or won previous contests or awards; it may not have been published previously in any medium; it must not infringe any party's intellectual property or other rights; it must be suitable for display and publication on television (i.e., may not be obscene or indecent, including but not limited to nudity or profanity); it must not contain obscene or pornographic material, it must not contain defamatory statements (including but not limited to words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group), it must not include threats to any person, place, business, group or world peace, it must not invade privacy or other rights of any person, firm or entity, and it must not in any other way violate applicable laws and regulations or network standards. **Current or former professional musicians and/or actors are not eligible to participate.**

Each Submission must not feature or refer to any food or beverage products other than Price Chopper's store brand; it must not feature or reference any other third party trademarks, and it must not feature or reference any names or third party logos (other than the Price Chopper brand and House of BBQ logos).

Each Submission must not contain any copyrighted works (other than as owned by the Entrant). **You may include music, however it must be performed live with the lyrics (music cannot be pre-recorded).** Original lyrics provided on the Web may not be altered. Use of any unauthorized music may result in disqualification of Submission, in Sponsor's sole discretion. All Submissions will be reviewed for content before being published or judged; however, such review does not relieve entrant from responsibility for compliance with these Official Rules. Submissions that do not comply with these Official Rules or that otherwise contain prohibited, or inappropriate content as determined by the Sponsor, in its sole discretion, will be disqualified and will not be published or considered for prizes. Sponsor makes the final determination as to which Submissions are eligible to take part in this Contest and be considered for a Winner Prize. Certain Submissions may be featured from time to time on the Web Site during the Contest Period, in Sponsor's sole discretion; being selected as a featured Submission is unrelated to the Judging Criteria and does not guarantee selection as a Winner in the Contest.

By entering this Contest and uploading your Submission, you irrevocably grant to Sponsor and its agents the unconditional and perpetual right to post, display, publish, use, adapt, edit and/or modify such Submission in any way, in any and all media, for any purpose, without limitation, and without consideration to you. Winners agree to irrevocably assign and transfer to the Sponsor any and all rights, title and interest in Submission, including, without limitation, all copyrights and waive all moral rights in Submission. All Contest entrants further agree to release and indemnify and hold harmless, Sponsor and the Contest Parties from any and all claims that any commercial, advertising, presentation, web content or any other material subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringes on the rights of Entrant's work as contained in any Submission.

4. SELECTION OF WINNERS: Five (5) Winner Submissions (each a "Winner") will be selected by a judging process in which a qualified panel of judges ("Judges") will evaluate each eligible Submission based on the judging criteria set forth above. One (1) Winner from the five (5) previous selected will be randomly chosen as the Grand Prize Winner ("Grand Prize Winner") and have "Chopper" and Melvin Sparks (the original House of BBQ singer) perform at their very own House of BBQ Backyard Bash.

All five (5) winners will be featured in a House of BBQ commercial that will be aired in Price Chopper's major marketing areas.

Winners are subject to verification, including without limitation, verification of eligibility, compliance with these Official Rules and completion of release forms (described below). If attempted notification is returned as undeliverable, if a Winner cannot be verified, or if a Winner is otherwise unable to accept prize, prize will be forfeited and may be awarded to an alternate Winner provided sufficient time remains, in Sponsor's discretion.

Entrants agree that the Sponsor has the sole right to decide all matters and disputes arising from this Contest and that all decisions of Sponsor are final and binding. Winners, by acceptance of the Winner Prize (defined below), agree to release, indemnify and hold harmless Sponsor and Contest Parties, as well as each of their respective parent and affiliated companies, and each of their employees, representatives, contractors, advertisers and sponsor from any and all liability, loss, damage, cost or claim relate to any allegation regarding the acceptance or use of their prize, including but not limited to the airing of the commercial Submission.

Limit one (1) prize per person, household and/or email address throughout the Contest Period.

5. FIVE (5) WINNER PRIZES: Each Winner prize ("Winner Prize") consists of a \$450 Gas Grill, House of BBQ Grilling Tools and \$500 in Price Chopper Gift Cards to host their own House of BBQ Backyard Bash. (Gas Grill will be in the form of a \$450 Home Depot Gift Card.) Approximate retail value ("ARV") of each Prize is \$1,000.

ONE (1) GRAND PRIZE: In addition to the above named prize, one (1) of the five (5) winners will be randomly chosen to have "Chopper" and Melvin Sparks (the original House of BBQ singer) perform at their House of BBQ Backyard Bash. Subject to availability. **There is no additional monetary value associated with the Grand Prize.**

THE MAXIMUM TOTAL ARV OF ALL PRIZES IN CONTEST IS: \$5,000.

6. GENERAL CONDITIONS: Winners are solely responsible for any taxes on their respective prizes, and will receive an IRS Form 1099 for the value of their prize. No substitution of prize is offered, except at the sole discretion of the Sponsor. Prizes are non-transferable. By participating, entrants agree to these Official Rules and Sponsor's Privacy Policy, which are final and binding in all respects. Unclaimed prizes will not be awarded. Winners will be notified by phone, email and/or mail and will be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release within two days of being notified or Winner Prize will be forfeited and an alternate Winner may be selected. Each person whose image, likeness and/or voice appears in a Winner video will be required to complete, sign and return an Affidavit of Eligibility/Liability Release (if under 18, their parent or guardian must fill out the Affidavit of Eligibility/Liability Release on their behalf). If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion to cancel, modify or terminate the Contest. Further, Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest; (b) violating the Official Rules (c) violating the conditions of use and/or general rules or guidelines, or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Sponsor reserves the right, to require a potential Winner Prize winner to submit to a confidential background check to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Contest will not bring Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest as determined by Sponsor in its sole discretion.

7. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by the Sponsor or Contest Parties resulting from any user's participation in or attempt to participate in the Contest or ability or inability to upload or download any information in connection with participating in the Contest. No responsibility or liability is assumed by the Sponsor or Contest Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or the Web Site; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. The Sponsor and Contest Parties are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Web Site. Use of Web Site is at user's own risk. The Sponsor and the Contest Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, use of the Web Site or the download of any information from the Web Site. By participating in the Contest, the entrant releases Sponsor, Contest Parties from any and all claims, damages or liabilities arising from or relating to such entrant's participation in the Contest. By accepting a prize in the Contest, winners agree that the Sponsor and Contest Parties shall not be liable for any loss or injury resulting from participation in the Contest, acceptance or use of any prize, or any travel related thereto. Sponsor and Contest Parties are not liable in the event that any portion of the Contest, event or the event broadcast is cancelled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event"). Should a Force Majeure Event occur, Sponsor may, but is not obligated to, exercise commercially reasonable efforts to air the Grand Prize winning commercial at another time or make a reasonable substitution in its sole discretion.

8. WINNERS' LIST/RULES REQUEST: For the names of the Winners or Official Rules, send your request with a self-addressed, stamped envelope (VT residents may omit return postage) postmarked by 6/19/09 and received by 6/26/09 to: You Could Star In A House Of BBQ Commercial, Price Chopper Supermarkets, MB #55, 501 Duanesburg Road, Schenectady, NY 12306.

9. SPONSOR: Price Chopper Supermarkets, 501 Duanesburg Road, Schenectady, NY 12306.