

## New Product Contest

### OFFICIAL CONTEST RULES

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Do you have a unique product that we do not sell in our stores? Murphy's Fresh Markets is looking for the next hot local product – and through our first-ever Murph Tank competition, customers will decide which items makes it to our shelves!

Murph Tank will provide the opportunity for locally-based Southern New Jersey companies to present their product directly to Murphy's Fresh Markets Buying Team and earn the chance to be sold at Murphy's Fresh Markets stores, in all 3 locations.

NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

Entry into this Contest constitutes your acceptance of these Official Rules.

- 1) Items must be shelf stable; requiring no onsite refrigeration/freezing or preparation.
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#### HOW TO ENTER:

Tell us about your product and upload your best sales pitch at [www.murphysmarkets.com/murph-tank](http://www.murphysmarkets.com/murph-tank) by 11:59 p.m. March 17, 2020.

FINALISTS: Murphy's Fresh Markets Buying Team will choose a number of finalists from all entries by March 23<sup>rd</sup>, 2020.

WINNERS: If your product is selected, vendors will then advance to the next round: THE DEMO ROUND- All selected vendors will be invited to set up a small table to demo their items to encourage sales from May 1st, 2020 to May 31st, 2020. You will be allowed to demo your items once at our Tabernacle Location and once at our Medford Location for up to 3 hours each. (demo dates and times are to be approved by management).

- Vendors are to have proof of liability insurance.
- Vendors are encouraged to promote their products via social media to attract new sales.
- Items sold during the DEMO ROUND will be paid for on consignment at your wholesale price.
- During the demo month it will be your responsibility to maintain your display in our stores. (management must be present when bringing in items to re-stock your items)
- At the end of the DEMO Round it will be your responsibility to collect your items from our stores (management must be present when taking items out of the store)

Murphy's Fresh Markets Buying Team will track sales throughout the Demo Round. A panel of judges will evaluate entrants based on several factors including sales, customer feedback, pricing and company

history. Final winners will be selected the week of June 1st, 2020 and will be rewarded with space at all 3 of Murphy's Fresh Markets stores. (6 month trial period)

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How we contact winners: Murphy's Fresh Markets will email the finalists and winners of the contest a "finalist notification email" or "winner notification email", as the case may be to the "sender" email address used to enter the contest. If a finalist and/or winner, as the case may be, is (or are) unavailable, Murphy's Fresh Markets may substitute another finalist and/or winner, as the case may be.

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Murphy's Fresh Markets reserves the right to alter any rules of any contest at any time. If you have any questions about a Murphy's Fresh Markets contest or contest, please contact [Murphysads@murphysmarkets.com](mailto:Murphysads@murphysmarkets.com)

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Contest open to legal residents of New Jersey who are eighteen (18) years of age or older. By submitting your entry to this contest, you are certifying that you are a legal resident of New Jersey and at least 18 years old. You are certifying that you are the legal owner of the product and its marks you are uploading and entering. Contest void where prohibited, and subject to all federal, state and local laws and regulations. Winner shall be responsible for any federal, state, county, and/or local taxes resulting from the prize. Murphy's Fresh Markets is not responsible for printing, production or distribution errors and may rescind, cancel or revoke this contest based upon any such error without liability at its sole discretion.

**Finalists and winners will be required to sign Murphy's Fresh Markets standard Indemnity and Hold Harmless Agreement which includes a label standards rider.**

Murphy's Fresh Markets and its affiliates are not responsible for technical malfunction, lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any telephone network, computer equipment or software, the inability to access any website or online service or any other error, human or otherwise, or for typographical errors in signage or rules.

All entries become the property of the Murphy's Fresh Markets.

Winner agrees that Murphy's Fresh Markets and their affiliates, advertising and promotion agencies and employees shall have no liability in connection with acceptance or use of the prize offered. By accepting the prize, the winner agrees to defend and hold harmless Murphy's Fresh Markets and their agencies for any injuries, damages or losses that may be sustained in connection with the product winner. Entering this contest and being selected as a finalist or shall constitute and signify the winner's agreement and consent that Murphy's Fresh Markets may in perpetuity use the winner's name, likeness, and/or prize information for promotional purposes without further payment or consideration.

By submitting information in any form to Murphy's Fresh Markets, you hereby grant to Murphy's Fresh Markets and its affiliates, subsidiaries, licensees and assigns, an irrevocable, perpetual and royalty-free right to use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish and

otherwise make use of the submitted photo, video, or other information in any and all media, whether now known or hereinafter created, throughout the world and for any purpose. In addition to the other things, the rights granted to Murphy's Fresh Markets include but are not limited to the right to resize, crop, censor, compress, edit, feature, caption, affix logos to and to otherwise alter or make use of the submitted photo, video. By submitting any photo, video, or information to Murphy's Fresh Markets, you hereby represent and warrant that the submitted photo, video, or information does not and shall not infringe on any copyright any rights of privacy or publicity of any person or any other right of any third party and you have the right to grant any and all rights and licenses granted to Murphy's Fresh Markets herein, including but not limited to all necessary right under copyright, free and clear of any claims or encumbrances; You acknowledge and agree that Murphy's Fresh Markets shall have no obligation to post, display or otherwise make publicly available any photo, video, or information submitted by you, and may, in its sole and unfettered discretion, remove, edit, modify or delete any photo, video, or information that you submit to Murphy's Fresh Markets; You understand and intend that any photo, video, or information submitted by you to Murphy's Fresh Markets may be available for viewing, rating, review and comment on by the public, and understand that comments or ratings with which you disagree or are unhappy about may be published or otherwise become associated with any photo, video, or information you submit to Murphy's Fresh Markets. By submitting any photo, video, or information to Murphy's Fresh Markets, you hereby waive any privacy expectations that you may have with respect to any such photo, video, or information submitted by you to Murphy's Fresh Markets. You hereby agree to hold Murphy's Fresh Markets and its affiliates, subsidiaries, licensees, sponsors and assigns harmless from and against, and hereby waive any right to pursue, any claims of any nature arising in connection with the inclusion in, publication via on display on any Murphy's Fresh Markets site or in our email newsletters or any other use authorized under these terms of any photo, video, or information submitted to Murphy's Fresh Markets by you; Photo, videos or information submitted by you to Murphy's Fresh Markets shall be the property of Murphy's Fresh Markets and Murphy's Fresh Markets shall have no obligation to preserve, return or otherwise make available to you or others any photo, videos or information submitted.

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For the name of the winners, send a self-addressed, stamped envelope to: "Murph Tank 2020",  
Murphy's Fresh Markets, 381 Medford Lakes Road, Tabernacle, NJ 08088

Requests must be received by 5pm May 20th, 2020. Allow 4-6 weeks for delivery.