

Sysco Workday Snap It. Load It. Win It! Challenge

Official Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

Sponsor: Sysco Corporation, Houston, TX 77077

There are two phases to this Promotion: (1) the Employee drawing phase, with prizes awarded to winning Employees (as defined in this paragraph below), and (2) the Opco of Excellence phase, with prizes awarded to winning United States-based Opcos (as defined in this Section below). Promotion is only open to Marketing Associates, District Sales Managers, Marketing Managers, Directors of Business Resources and other full-time or part-time employees ("**Employees**") of Sysco Corporation or certain of its subsidiaries, divisions, and affiliates (collectively, "**Sysco**") who meet all of the following criteria:

- (a) are legal residents of the United States;
- (b) are employees of Sysco's corporate office in Houston, Texas, Sysco Business Services in Cypress, Texas, or any Opco located in the 50 United States, including Washington, DC (excluding Puerto Rico, Guam and other U.S. territories); AND
- (c) are in good standing (as determined by Sysco in its sole discretion based in part upon the assessments of Employee's direct supervisor and/or Sysco's Human Resources Department).

*A broadline operating company ("**Opco**") is a Sysco entity that delivers a full-line of foodservice products to customers, and specifically excludes (without limitation) Sysco's corporate office, Sysco Business Services, Sysco specialty meat or seafood companies, FreshPoint, Guest Supply, and SYGMA.

For the avoidance of doubt, Sysco "leaders" (defined as Employees whose position is Human Resources Business Partner or who are a Vice-President or of higher authority at the Sysco entity of employment) may participate in the Opco of Excellence phase of the Promotion if employed by an eligible Opco, but cannot enter the Promotion or win an Employee Prize. Further, Sysco's corporate office and Sysco Business Services are not eligible to win in the Opco of Excellence phase of the Promotion.

The Promotion is not open to the general public (i.e., all persons OTHER THAN Employees who meet the above criteria.)

1. PROMOTION PERIOD.

The Promotion starts at 12:00:00 am Central Time (CT) on October 29, 2018 and ends at 11:59:59 pm CT on November 30, 2018 ("**Promotion Period**"). The Promotion Period is comprised of five (5) weeks as set forth in Paragraph 5 below.

2. ENTRY.

To enter, an Employee must follow these steps after logging into the Sysco Workday platform on his/her desktop computer (<http://www.SyscoWorkday.com>) or via the Sysco Workday “app” on a compatible mobile device:

- (a) Add a photo of him/herself (head and shoulders- a “head shot”) to his/her associate profile.
- (b) Review and update as needed his/her associate profile with his/her personal phone number (home phone or mobile phone), his/her e-mail address (personal or Sysco Company e-mail address) and an emergency contact (their full name, relationship to Employee and phone number—Employee MUST obtain the consent of his/her emergency contact before listing them in the Employee’s associate profile.) All required fields must be completed in order to enter.

An Employee who completes steps (a) and (b) during the Promotion Period will receive one (1) entry in the Promotion, which will enter the Employee into the weekly drawings for the week of entry and each week thereafter during the Promotion Period. (Steps (a) and (b) need not be completed in order or during the same on-line session. If Steps (a) and (b) are completed in different weeks of the Promotion Period, the Employee will receive an entry in the random drawing for the week in which the latter of the [2] steps was completed, and each week thereafter. Failure to complete both steps during the Promotion Period will result in Employee not receiving an entry.) If applicable, the Employee’s entry will also be credited to his/her Opco’s participation in the Opco of Excellence phase of the Promotion, as discussed below.

Participation in the Promotion is purely voluntary and an Employee’s decision whether (or not) to participate will not affect his/her employment status with Sysco.

All materials submitted by Employee in conjunction with participation in the Promotion shall be collected, used and shared by Sysco in accordance with privacy policy of the Sysco Workday platform, accessible at www.syscoworkday.com as well as via the Sysco Workday app. If an Employee is not comfortable with the terms of the privacy policy, he/she should not use the Sysco Workday platform or participate in the Promotion.

Should an Employee choose to participate in the Promotion via the Sysco Workday app: he/she is solely responsible for wireless Internet access and other charges in conjunction with use of mobile device in conjunction with such participation. Wireless Internet access may not be available in all areas or at all times.

3. RESTRICTIONS ON ENTRY.

Receipt of entry (and/or receipt of materials required to complete steps (a) and/or (b) of entry procedure) may be acknowledged; but, any such acknowledgement does not constitute any representation of eligibility of Employee for the Promotion nor is it otherwise binding upon Sysco in any respect. Sysco and the independent third party judging agency (SimplyConnect Consulting, LLC) are not responsible for materials submitted as part of the entry procedure that are lost, late, illegible/garbled, incomplete, inaccessible, improperly recorded or unrecorded, corrupted, misdirected, stolen or mutilated, regardless of cause; and, if any such materials are defective in any of the foregoing respects, the provision of such material will not count toward an Employee’s entry in the Promotion (and, in turn, will adversely affect the participation of such Employee’s Opco in the Opco of Excellence phase of the Promotion). **A given Employee may only complete each step of the entry procedure once and thereby receive one (1) entry in**

the Promotion. Any violation of the entry limit may constitute tampering as set forth in Paragraph 9 below.

Sysco and the independent third party judging agency are also not responsible for (i) any incomplete, incorrect or inaccurate materials submitted as part of the entry procedure whether caused by tampering, hacking, equipment malfunction/failure or other cause; (ii) any error, omission, interruption, deletion, defect, delay in operation or transmission of materials submitted as part of the entry procedure, communications line failure, theft or destruction or unauthorized access to, or alteration of, such materials; (iii) any problems or technical malfunctions, disruptions or failures of any kind, including the functionality of telephone network or lines, computer on-line systems, servers or providers, software or programming, or for damage to Employee's computer/mobile device or that of any other person or entity (or the information stored on any such computer/mobile device) due to participation or attempted participation in the Promotion. Use of programmed, automated, robotic or like means to participate in the Promotion is prohibited and constitutes tampering as per Paragraph 9.

4. CONTENT OF PHOTO REQUIREMENTS; GRANT OF RIGHTS IN PHOTO.

A photo submitted as per Step (a) of the entry procedure will NOT count toward entry by an Employee (and, in turn, will adversely affect the participation of such Employee's Opco in the Opco of Excellence phase of the Promotion, if applicable) if Sponsor determines in its sole discretion that the photo:

- (1) violates or infringes up on the rights of any party (including copyright, trademark, right of privacy, right of publicity);
- (2) is inappropriate in a business context;
- (3) was not taken within the past twelve (12) months (or past five (5) years if the photo is a Sysco-supplied head shot) and/or does not otherwise accurately depict the current appearance of Employee him/herself (including over-reliance of photo-editing software or use of filters);
- (4) is not a "head shot," showing only the head and shoulders of Employee;
- (5) includes any personal information of Employee or any third party; or
- (6) disparages or damages the goodwill and/or business reputation of Sysco.

Grant of Rights in Photo.

Employee grants to Sysco the non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, sublicenseable right and license to use, perform, exhibit, reproduce and/or otherwise exploit his/her photo in any manner and in any and all distribution channels, venues or media now known or hereafter devised, without further notice or any compensation to such individual. If photo was taken by someone else (i.e., it is not a "selfie"), Employee agrees upon Sponsor's request and without compensation of any kind, to furnish adequate proof that Employee has secured any and all rights to submit the photo as part of the entry procedure for this Promotion; and, Employee understands and agrees that his/her failure to provide such proof or if Sponsor or the independent third party judging agency determines in their sole discretion that such proof is incomplete or inadequate, Employee will be disqualified and will not be eligible to win a

prize in the Promotion (and, in turn, this will adversely affect the participation of such Employee's Opco in the Opco of Excellence phase of the Promotion, if applicable.)

Employee further (1) waives any "Moral Rights of Authors" or similar natural rights of ownership he/she may have in the photo and (2) agrees, upon the request of Sponsor and without compensation of any kind, to execute any additional documents so as to effect, record or perfect the grant of rights contemplated by this subsection.

Employee also understands and agrees that Sysco does not have any duty of confidentiality or other fiduciary duty to Employee or any third party relative to the photo submitted by Employee as part of the entry procedure.

5. **SELECTION & NOTIFICATION OF EMPLOYEE PRIZE WINNERS.**

Potential Employee Prize winners will be selected in a series of weekly random drawings as follows:

Week	Start Date (@ 12:00:00 a.m. CT)	End Date (@ 11:59:59 p.m. CT)	Approx. Drawing Date
1	October 29, 2018	November 4, 2018	November 7, 2018
2	November 5, 2018	November 11, 2018	November 14, 2018
3	November 12, 2018	November 18, 2018	November 21, 2018
4	November 19, 2018	November 25, 2018	November 28, 2018
5	November 26, 2018	November 30, 2018	December 5, 2018

The weekly drawings will be conducted by the independent third party judging agency. Winning and non-winning entries will be retained for subsequent weeks' drawing(s), if any, during the Promotion Period. For clarity, a given Employee may win an Employee Prize in more than one (1) week.

Provided that the content of an Employee's photo is in compliance with the requirements in Paragraph 4 above, the quality of the photo will not be taken into account in the winner selection procedure.

Potential Employee Prize winners will be notified by Sysco's Human Resources Department (or by the independent third party judging agency on the department's behalf) via email, phone and/or interoffice mail and may be required to complete, sign and return an Affidavit of Eligibility and a Liability Release and perhaps other documents, all within an indicated time period. **In addition, as a prerequisite to receipt of an Employee Prize, Employee must be employed by Sysco in good standing as of the date of prize award.**

Non-compliance with the preceding requirements (for the Affidavit/Release requirement, if applicable) or if Potential Employee Prize winner cannot be notified for any reason,

the Employee Prize will be forfeited without compensation of any kind, with an alternate potential Employee Prize winner being selected from among all remaining eligible entries received for the applicable week's random drawing.

6. SELECTION & NOTIFICATION OF OPCO OF EXCELLENCE PRIZE WINNERS.

On or about December 15, 2018, Sponsor and/or the independent third party judging agency will evaluate the participation of Employees of all Opcos in the fifty (50) United States and Washington, DC. The U.S. Opcos with the three (3) highest percentages of Employee entry in the Promotion will each win an Opco of Excellence Prize, with the First Place Prize going to the Opco with the highest percentage of Employee entry, the Second Place Prize going to the Opco with the second highest percentage of Employee entry, and the Third Place Prize going to the Opco with the third highest percentage of Employee entry. (The number of Opco Employees as of the start date of the Promotion Period will be used in calculating the percentage of Employee entry.) In the event of a tie, a random drawing will be used to select the potentially winning Opco from among those tied. If the tie is for First Place and among three (3) Opcos, the Opco selected in the random drawing will be the potentially winning First Place Opco of Excellence Prize winner and a second random drawing from among the remaining two (2) Opcos will be used to determine the potential Second and Third Place Opco of Excellence Prize winners. If the tie is for First Place and among four (4) or more Opcos, the Opco selected in the random drawing will be the potential First Place Opco of Excellence Prize winner, a second random drawing from among the remaining three (3) or more Opcos will be used to determine the potential Second Place Opco of Excellence Prize winner and the Opco selected in such second random drawing will be the potential Second Place Opco of Excellence Prize winner; and, a third random drawing from among the remaining two (2) or more Opcos will be used to determine the potential Third Place Opco of Excellence Prize winner and the Opco selected in such third random drawing will be the potential Third Place Opco of Excellence Prize winner, with any remaining unselected Opco(s) not being potential winner(s) of any Opco of Excellence Prize. Ties for Second and Third Place Prizes will be addressed in a similar manner.

Sysco "leaders" (the Opco President, Human Resources Business Partner, or similar role) for such potentially winning Opcos will be notified by Sysco's Human Resources Department (or by the independent third party judging agency on the department's behalf) via email, phone and/or interoffice mail. Sysco "leader" for each potentially winning Opco may be required to complete, sign and return an Affidavit of Eligibility and a Liability Release and perhaps other documents, all within an indicated time period. Among other things, Sysco "leader" will attest in the Affidavit/Release that, to the best of his/her knowledge and belief, Employees of their potentially winning Opco participated in the Promotion in full compliance with these Official Rules. (For the avoidance of doubt, Sysco "leader" has no rights personally to Opco of Excellence Prize.)

Non-compliance with the preceding requirements or if a Sysco "leader" of a potentially winning Opco cannot be notified for any reason, the Opco of Excellence Prize will be forfeited without compensation of any kind, with an alternate Opco of Excellence Prize winner being selected as set forth above.

7. PRIZES/ODDS.

Employee Prizes (200 in total, 40 per week) - \$200 each.

Odds of an Employee winning an Employee Prize depend on the total number of eligible entries received for each week's drawing.

Opcos of Excellence Prizes

First Place Prize - \$3,500 to be used to pay for an Employee event.

Second Place Prize - \$3,000 to be used to pay for an Employee event.

Third Place Prize - \$2,500 to be used to pay for an Employee event.

(As used herein, an Employee event is a party wherein attendance is restricted to Employees of the winning Opco.)

Odds of an Opco winning an Opco of Excellence Prize depend on the extent of participation in the Promotion by Employees of a given Opco as compared to that of other Opcos in the fifty (50) United States and Washington, DC. For clarity, neither Sysco's corporate office in Houston, Texas nor Sysco Business Services in Cypress, Texas will be eligible to win any Opco of Excellence Prizes.

8. PRIZE RESTRICTIONS.

Employee Prizes will be treated as a fringe benefit to the winning Employee and will be subject to applicable U.S. federal, state and local taxes. Sysco will "gross up" the value of the Employee Prize, based on Employee's tax information on file with Sysco's Human Resources Department as of the date of prize award with the objective that a winning Employee will not incur any taxes based on receipt of an Employee Prize. Notwithstanding the foregoing, should an Employee winning an Employee Prize incur any taxes based on award of the Employee Prize because his/her tax information on file with Sysco's Human Resources Department is not complete or current, Sysco shall not have any liability of any kind under any legal theory for such attendant tax burden. Sysco will make payroll distribution to winners of Employee Prizes in December 2018.

Opco of Excellence Prizes must be used by winning Opco to defray expenses for an Employee event on a date as approved by Sysco's Human Resources Department in its sole discretion in writing beforehand, with such approval request being submitted at least thirty (30) days in advance of the preferred Employee event date. (For the avoidance of doubt, such pre-approval shall address both the date of the Employee event and the elements of the Employee event itself) **Sysco will not refund expenses relative to conducting an Employee event in excess of the amount of the Opco of Excellence Prize; and, Sysco may (or may not, in its sole discretion) refund expenses which have not been specifically pre-approved by Sysco's Human Resources Department even if not in excess of the amount of the Opco of Excellence Prize.** Permitted expenses include but are not limited to food, non-alcohol beverages, dishes, drinkware, napkins, party favors and entertainment. If full amount of Opco

of Excellence Prize is not spent on Employee Event, any remaining, unused balance will be forfeited without compensation of any kind. Employee event must be held no later than **June 30, 2019**. Opco of Excellence Prize cannot be combined with any other Sysco offer, discount, or initiative, nor is the Opco of Excellence Prize is redeemable or exchangeable for cash. Additional restrictions apply to the Opco of Excellence Prize, which may include the Sysco “leader” securing waivers/releases from all attendees of the Employee event.

For all Prizes: winner (be it an Employee or Opco) will be solely responsible for all unspecified costs and expenses associated with prize acceptance/use. Any and all applicable taxes on prize are the sole responsibility of winner; winner (for Opco of Excellence Prize winner, the Sysco “leader” of such Opco on behalf of the Opco and him/herself personally, to the extent applicable) agrees to fully cooperate with Sponsor as to its compliance with all applicable governmental reporting requirements (including Sponsor reporting winner’s receipt of prize to the Internal Revenue Service, as applicable); for Employee Prize winner, see also above. No prize substitution. Prize is not transferable.

9. CONDITIONS OF PARTICIPATION.

By participating in the Promotion, Employee and Sysco “leader” of an Opco (on behalf of Opco, and him/herself personally, to the extent applicable) agree to abide by and be bound by these Official Rules and the decisions of Sponsor/the independent third party judging agency, which are final and binding in all respects.

Sponsor/independent third party judging agency reserve the right, at their sole discretion, to disqualify an Employee or Opco if they find, in their sole discretion, that the Employee (including Sysco “leader” of an Opco) is tampering (or attempting to tamper) with the entry process or the operation of the Promotion; engaging (or attempting to engage) in acts of fraud relative to participation in the Promotion; or to be acting in violation of these Official Rules. The preceding in no way precludes Sponsor and/or the independent third party judging agency from taking other actions against an Employee and/or Sysco “leader” of an Opco so as to protect their respective legal rights (with respect to Sponsor, in accordance with Sysco’s human resources policies; and, such actions may include Sponsor imposing disciplinary sanctions upon such Employee and/or Sysco “leader” of an Opco as permitted by Sysco’s human resources policies.)**

Sponsor’s/independent third party judging agency’s failure to enforce any provision of these Official Rules in a given instance does not constitute the waiver of such provision. By accepting prize, to the fullest extent allowed by law, Employee and Sysco “leader” of winning Opco (on behalf of winning Opco and him/herself personally, to the extent applicable) agrees (as applicable) to the use of his/her name, image, likeness, statements and other indicia of persona, and/or the winning Opco’s name, address and other public information regarding the winning Opco for advertising/publicity/trade purposes by Sponsor and its designees without further compensation or notice. **By participating, Employee and Sysco “leader” of an Opco (on behalf of Opco, and him/herself personally, to the extent applicable), indemnify, release and agree to hold harmless Sysco, SimplyConnect Consulting, LLC, the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the foregoing organizations, from any and all liability arising from participating in the Promotion, any Promotion-related activity and/or acceptance, receipt, possession or use/misuse of any prize.**

**The terms of Sysco's human resources policies are made a part of these Official Rules and incorporated herein by reference. Should there be an inconsistency between these Official Rules and the terms of Sysco's human resources policies, Sysco's human resources policies shall govern, prevail and control except with specific regard to the operation of this Promotion (as to which the Official Rules shall govern, prevail and control).

10. FORCE MAJEURE.

If, for any reason, the Promotion (or any part thereof) is not capable of running as planned by reason of computer virus, bug, system malfunction, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion, governmental regulation or any other causes beyond the control of Sponsor/the independent third party judging agency which, in their sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion (or any part thereof), Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion and conduct the Promotion and make the prizes for the affected portion(s) of the Promotion available to be won in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Sponsor in its sole discretion. Notice of such action by Sponsor will be posted on the Sysco Workday platform at www.syscworkday.com as well as via the app.

11. DISPUTE RESOLUTION/GOVERNING LAW.

To the fullest extent permitted by law, by participating in the Promotion, Employee and Sysco "leader" of an Opco (on behalf of Opco and him/herself personally, to the extent applicable) agree that: (a) any action at law or in equity arising out of or relating to these Official Rules or this Promotion shall be filed exclusively in the U.S. federal or state courts of Harris County, Texas and Employee and Sysco "leader" of an Opco (on behalf of Opco and him/herself personally, to the extent applicable) hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action; (b) any such action shall be resolved individually, NOT as part of a class action; (c) any claims/judgments/awards shall be limited to actual out-of-pocket costs incurred (if any), with all other forms of damages, remedies and relief being expressly waived, and under no circumstances will Employee or Sysco "leader" of an Opco (on behalf of Opco and him/herself personally, to the extent applicable) be awarded attorneys' fees. These Official Rules and this Promotion shall be governed by the internal, substantive laws of the State of Texas (i.e., without regard to the choice of law/conflict of law principles of Texas or of any other jurisdiction).

12. WINNERS' LIST.

For the names of winners (i.e., for Employee Prizes, the name, last initial and city of Opco of each winning Employee; for Opco of Excellence Prizes, the name and city of each winning Opco), send a self-addressed stamped envelope to Sysco Workday Challenge, c/o Bettina Brayshaw, 1390 Enclave Parkway, Houston, Texas 77077, for receipt by December 31, 2018.