

# BAKERS SQUARE® RANDOM ACTS OF PIENESS

## Official Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. BY ENTERING THIS PROMOTION AND/OR ACCEPTING A PRIZE, YOU AGREE TO THESE OFFICIAL RULES.

**1. Eligibility.** The Bakers Square® Random Acts of Pieness (the "**Promotion**") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least thirteen (13) years of age or older and reside within twenty-five (25) miles of a Bakers Square restaurant at the time of entry. Void where prohibited by law. Employees, former employees, officers, and representatives of American Blue Ribbon Holdings, LLC ("**Sponsor**"), and any of its subsidiaries, affiliates, parent company, distributors, divisions and agencies, and their immediate families (spouse, parents, siblings and children, including "step" of any of the foregoing) and individuals living in the same household with such employees, officers, and representatives are not eligible to participate or win. The Promotion is subject to all applicable federal, state and local laws and regulations. Participation in the Promotion constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entries must be received in the manner described in these Official Rules during the Promotion Period to be eligible for a prize.

**2. Sponsor.** American Blue Ribbon Holdings, LLC, a Delaware limited liability company with place of business at 3038 Sidco Drive Nashville, TN 37204.

**3. Timing.** Promotion begins on November 1, 2019 at 12:00 a.m. CT and ends November 30, 2019 at 11:59 p.m. CT (the "**Promotion Period**"). Entries may be submitted at any time during the Promotion Period.

**4. Entry Method.** We invite you to nominate a candidate for a Bakers Square Random Act of Pieness. We seek to honor individuals within our community who are unsung heroes, and who deserve recognition for having done something extraordinarily kind, helpful, generous or otherwise noteworthy – be it a large activity or a small gesture – that has made a positive difference in the lives of those it touches. You may nominate friends, family members, loved ones or even people you do not know personally.

To formally enter the Promotion, during the Promotion Period, go to <http://www.bakerssquare.com/randomacts> (the "**Website**") and upload your submission. Your submission must include, at a minimum, a narrative of 200 words or less. You also may include a photograph if you would like ("**Entry Photo**"). You are also required to submit certain personal information about yourself, the person who performed the act of kindness (if different from yourself) and each individual who appears in any Entry Photo. Required personal information may include each individual's full name, age, email address, day/evening phone numbers, and home mailing address including zip code.

Upon providing all submission materials and other requested information (collectively, “**Entry Materials**”), you will receive one (1) entry into the Promotion.

You may enter as many times as you desire; however, each entry must include a different story, narrative and, if applicable, Entry Photo.

No other methods of entry are acceptable. Entry Materials will not be returned or acknowledged. No mechanically reproduced or photocopied mailed entries permitted. Entrants assume all risk of lost, late, incomplete, invalid, unintelligible, illegible, misdirected, incomplete, postage-due, or incorrect or mistaken entries. In case of dispute, the authorized account subscriber of the email account used to enter the Promotion at the actual time of entry will be deemed the participant, and must comply with these Official Rules. The authorized account subscriber is deemed to be the natural person who is assigned an email address by an ISP, online service provider, or other organization, which is responsible for assigning email addresses.

Limit one (1) prize per person.

Entrants (and, if entrants are under 18 years of age, their parents or guardians) agree that personal data submitted with an entry, including name, email address and zip code, may be collected, processed, stored and otherwise used by Sponsor and its affiliates for the purposes of conducting and administering the Promotion.

By entering, each entrant (and, if entrant is under 18 years of age, entrant’s parent or guardian) further grants Sponsor the irrevocable right and permission to use, separately or together, entrant’s Entry Materials and entrant’s name, email address, zip code, statements, likeness and/or biographical information, in whole or in part, on the internet and in all media now known or hereinafter developed, in perpetuity throughout the world, for all purposes, including advertising and promotional purposes, without restriction as to alteration.

By entering, each entrant (and, if entrant is under 18 years of age, entrant’s parent or guardian) hereby represents and warrants that entrant has obtained permission and consent from all other individuals who are referenced in the Entry Materials (e.g., who are referenced in the narrative and/or who appear in the Entry Photo) to use, separately or together, their name, statements, photograph, likeness and/or biographical information, in whole or in part, on the internet and in all media now known or hereinafter developed, in perpetuity throughout the world, for all purposes, including advertising and promotional purposes, without restriction as to alteration.

Furthermore, by entering, each entrant (and, if entrant is under 18 years of age, entrant’s parent or guardian) represents and warrants that he or she is the parent or legal guardian of any and all minors referenced in the Entry Materials (e.g., who are reference in the narrative and/or who appear in the Entry Photo) (each a “**Minor Participant**”) and grant Sponsor the irrevocable right and permission to use, separately or together, the Minor Participant’s name, statements, photograph, likeness and/or biographical information, in whole or in part, on the internet and in all media now known or hereinafter developed, in perpetuity throughout the world, for all purposes, including advertising and promotional purposes, without restriction as to alteration.

By entering, each entrant (and, if entrant is under 18 years of age, entrant's parent or guardian) grants a perpetual, royalty-free and worldwide license to Sponsor of all intellectual property rights in the Entry Materials (e.g., the narrative and/or Entry Photo) and other materials and information provided in connection with the Promotion. Pursuant to the licenses and other permissions and rights granted in this paragraph and these Official Rules, entrant (and, if entrant is under 18 years of age, entrant's parent or guardian) agrees that Sponsor shall have the right to use, edit, adapt, modify, reproduce, promote, display, distribute, perform, assign and otherwise use the Entry Materials and other materials and information provided in connection with this Promotion in any way it sees fit, in perpetuity throughout the world, for all purposes, including advertising and promotional purposes, without restriction, compensation, attribution or right of review.

For the avoidance of doubt, entrants under 18 years of age must obtain permission to enter from their parents or legal guardians prior to entering. By authorizing a child to participate, the parent or legal guardian agrees to these Official Rules and further agrees on behalf of the child to all of the promises and grants of licenses, rights and other benefits contemplated to be agreed to herein by the child.

**Content Restrictions.** The following restrictions apply to the Entry Materials:

- Entry Materials must be the sole, original work of the entrant;
- Entry Materials must be positive, in good taste, appropriate for a family audience and otherwise in compliance with the standards and practices of Sponsor (all as determined by Sponsor in its sole discretion);
- Entry Materials may not disparage Sponsor, its parent, subsidiaries or affiliates or any of their respective parks, products or services.
- Entry Materials may not be offensive, as determined by Sponsor in its sole discretion, may not defame or invade the publicity, privacy or intellectual property rights of any person (living or deceased) or entity, or otherwise infringe upon any person or entity's rights, and may not contain nudity, obscenity, profanity, indecent material, lewd acts, references to violence, or demean any gender, race, religion or sexual orientation;
- Entry Materials may not include any private information of a third party such as name, address, phone number, or email address;
- If Entry Materials identify or refer to a child under the age of 18, the entrant must be the child's parent/legal guardian;
- Entry Materials must not include images, brand names or trademarks other than those owned by Sponsor; and
- Entry Materials must comply with all applicable laws and policies of Sponsor.

**5. Prize.** There will be five (5) prizes (each a "**Prize**"). Each of five (5) winners will receive "Free Bakers Square Pies for a Year," consisting of one (1) Bakers Square gift card in the total amount of Two Hundred Dollars (\$200.00), redeemable at participating Bakers Square restaurants. Each winner and his/her winning Entry Materials also may be recognized on Sponsor's website and other advertising (as determined appropriate by Sponsor in its sole discretion).

Approximate Retail Value ("ARV") of all Prizes: \$1,000,00.

No cash or other substitution, assignment or transfer of any prizes is permitted, except by Sponsor, which reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. By accepting the prize, each winner (or parent/legal guardian if winner is a minor in his/her state of residence) acknowledges that he or she meets the eligibility requirement of the Promotion and is responsible for all federal, state and local taxes, surcharges, service charges, processing and handling fees, and all other costs and expenses incurred in claiming the prize. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Sponsor. No substitution, exchange or transfer of prize by any winner. Restrictions, conditions and limitations may apply. By accepting a prize, each winner agrees to abide by any terms, conditions and restrictions provided by the card or certificate. Sponsor is not responsible for damage to a prize or loss of a prize after the prize has been claimed. Sponsor is not responsible if winner does not use the card or certificate with the specified period of use. Winner will not receive difference between actual and approximate retail value.

## **6. Winner Selection.**

Potential winners will be selected on or about within one month following the end of the Promotion Period by a judging panel of Sponsor employees. The panel will decide collectively on the winning entries among all entries properly submitted and received during the Promotion Period. The panel will evaluate and choose the potential winners based on the following criteria: (i) compelling nature of the story (40%); (ii) originality of the story (30%); and (iii) presentation (30%).

The decision of the judging panel and Sponsor will be final.

Odds of winning will be determined by the number of eligible entries received during the Promotion Period.

Potential winners will be notified via the contact information provided with the Entry Materials within one week following the end of the Promotion Period. Potential winners must comply with all response requirements set forth in the notification. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to it being awarded, such potential winner will be disqualified and an alternate winner will be selected. Sponsor shall have no liability for any potential winner notification that is not received by any potential winner for any reason, including but not limited to lost, late or misdirected mail. In the event that a potential winner of any prize is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing.

**ALL POTENTIAL WINNING ENTRIES FOR EACH PRIZE ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. IF SPONSOR SO ELECTS, A POTENTIAL PRIZE WINNER AND HIS/HER PARENT/LEGAL GUARDIAN MAY BE REQUIRED 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 PROMOTION WILL NOT BRING SPONSOR INTO PUBLIC DISREPUTE, CONTEMPT, SCANDAL, OR RIDICULE**

OR REFLECT UNFAVORABLY ON THE PROMOTION AS DETERMINED BY SPONSOR IN ITS SOLE DISCRETION. EXCEPT WHERE PROHIBITED BY LAW, POTENTIAL WINNERS (AND, IF UNDER 18 YEARS OF AGE, THEIR PARENTS OR GUARDIANS) MAY BE REQUIRED TO SIGN AND RETURN AN AFFIDAVIT OF ELIGIBILITY AND LIABILITY AND PUBLICITY RELEASE AND PROVIDE ANY ADDITIONAL INFORMATION THAT MAYBE BE REQUIRED BY SPONSOR. POTENTIAL WINNERS (AND PARENTS/GUARDIANS, AS APPLICABLE) SHALL RESPOND TO ALL SUCH REQUESTS WITHIN FORTY-EIGHT (48) HOURS. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE PROMOTION SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

Winners may not transfer a prize unless authorized in writing by Sponsor before the transfer is made. Such authorization may be granted or withheld in Sponsor's sole discretion. Requests for transfer must be in writing. The person to whom the prize is transferred must meet the eligibility restrictions set forth in these Official Rules.

## **7. General Conditions.**

All federal, state and local laws and regulations apply.

No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reason causes more than the slated number of prizes as set forth in the Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims. Sponsor reserves the right to cancel or modify the Promotion if fraud, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity of the Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Any use of robotic, macro, automatic, programmed or like entry will void all such entries, and may subject that entrant to disqualification. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any web site or undermine the legitimate operation of the Promotion is a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

BY ENTERING THIS PROMOTION, ENTRANTS (AND, IF ENTRANTS ARE UNDER 18 YEARS OF AGE, THEIR PARENTS AND GUARDIANS) AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, ITS PARENT, SUBSIDIARY, AFFILIATE AND RELATED COMPANIES, AND EACH OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY THE "**RELEASED PARTIES**") FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, RIGHTS, CLAIMS OR CAUSES OF ACTION OF ANY KIND ARISING, IN WHOLE OR IN PART, DIRECTLY OR

INDIRECTLY, OUT OF PARTICIPATION IN THE PROMOTION OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE PROMOTION, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY LOSS OR DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

The Released Parties are not responsible for: (1) 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 Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software, lost or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, or cable transmissions; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; (5) lost, late or misdirected mail; or (6) 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 Promotion or receipt or use of any prize or while traveling to or from any prize-related activity. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion, provided that the Promotion is still open.

Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any prizes awarded, other than the administration of the Promotion or the determination of winners, shall be resolved individually, without resort to any form of class action, and in accordance with the laws of the State of Colorado without regard to its principles of conflicts of law; (ii) subject to any other limitation in these Official Rules, any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (iii) 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 PROMOTION, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES (WHETHER OF THE STATE OF COLORADO OR ANY OTHER JURISDICTION), WHICH WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF COLORADO. ANY AND ALL DISPUTES, CLAIMS, CAUSES OF ACTION AND LIABILITY ARISING OUT OF OR IN CONNECTED IN ANY WAY WITH THIS PROMOTION SHALL BE RESOLVED INDIVIDUALLY,

WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY LITIGATION CONDUCTED IN COURTS LOCATED IN DENVER, COLORADO.

**8. Winners List.** For the name of winner, mail a self-addressed, stamped envelope to Bakers Square® Random Acts of Pieness, American Blue Ribbon Holdings, LLC, 3038 Sidco Drive Nashville, TN 37204. Vermont and Washington residents, omit requirement of return postage. Only one request per outer envelope. All requests must be received within sixty days following the end of the Promotion Period.

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