

## **Fifteen Days of Fat's**

### **Official Rules**

October 1, 2014 – October 15, 2014

**PRELIMINARY INFORMATION:** No purchase necessary. A purchase will not improve your chances of winning. Void where prohibited. The Fifteen Days of Fat's ("Contest") will begin on October 1, 2014 at 12:00 AM PST and ends on at 11:59:59 PM PST ("Contest Period"). All times in the Contest refer to Pacific Standard Time ("PST"), except where otherwise noted. Contest is subject to all applicable federal, state and local laws. This Contest is sponsored by Frank Fat's Incorporated ("Sponsor"). **PARTICIPANTS SHOULD NOT EXPOSE THEMSELVES OR OTHERS TO ANY DANGEROUS OR HARMFUL BEHAVIOR OR ACTIVITY AT ANY TIME DURING THIS CONTEST.**

**ELIGIBILITY:** Open only to permanent, legal U.S. residents who are physically residing in the fifty (50) United States or the District of Columbia who are eighteen (18) years of age or older as of the start of the Contest Period. Officers, directors, and employees of Contest Entities (as defined below), members of these persons' immediate families (spouses and/or parents, children, and siblings, and their spouses, regardless of where they reside), and/or persons living in the same households as these persons (whether or not related thereto) are not eligible to enter or win the Contest. Contest Entities, as referenced herein, shall include Sponsor and its parent, subsidiary, and affiliate companies, and administrative, advertising, and promotion agencies, and any other entity involved in the development, administration, promotion, or implementation of the Contest, including without limitation, Unseen Heroes, LLC.

**ENTRY AND WINNER SELECTION:** This Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram, Facebook, Twitter or any other social media site used to post information.

This Contest will be conducted in Sacramento and on the dates listed on the Contest schedule set forth below (the "Contest Schedule"). Sponsor may amend the Contest Schedule in its discretion at any time for any reason.

At each selected location in the city, representatives of Sponsor will place a different prize (each, a "Prize") in up to fifteen (15) different locations within the City and/or surrounding areas (each, a "Location"). Each Prize will be awarded as follows:

- Representatives of Sponsor will post an initial photo collage ("Photo Clue") at [www.frankfats75.com](http://www.frankfats75.com), [instagram.com/fatrestaurants](https://www.instagram.com/fatrestaurants), [facebook.com/frankfats](https://www.facebook.com/frankfats) which will show the Prize and provide visual clues to the Location of the Prize.
- Contestants will have two (2) hour from the time the initial Photo Clue (the "Prize

Period") is posted to win the Prize. Representatives of Sponsor may post additional Photo Clues or written clues during the Prize Period in their discretion.

- The first eligible contestant to reach the Location, locate the authorized representative of Sponsor holding the Prize and say "Frank Fats 75" to such representative will be deemed the winner of the Prize ("Winner"). Winner will be required to post a photograph of Winner holding the • Prize to Winner's Instagram, Facebook or Twitter account with the hashtag #Frankfats75.
- In the event the Prize is claimed, contestants will be notified via the Facebook, Instagram and Twitter Website that the Prize has been awarded. If no one claims the Prize before the end of the Prize Period, Sponsor may elect not to award the Prize or to extend the Prize Period for an additional period of time determined by Sponsor.
- In the event that more than one (1) person reaches the Location at the same time and simultaneously says "Frank Fats 75" to the Sponsor representative, a random drawing between the eligible contestants will be conducted on-site by the authorized Sponsor representative to determine the Winner.

The initial Photo Clue for the first Prize in each City will be posted on the Instagram, Facebook, Twitter and Website at approximately 10:45 AM local time. The initial Photo Clue for each subsequent Prize (if any) will be posted following the conclusion of the Prize Period for the last awarded Prize.

Decisions of Sponsor and/or its representatives are final and binding with respect to all matters related to the Contest. Winning is subject to verification of eligibility. Potential Winner may be required to execute and return an affidavit of eligibility, release of liability, and, except where prohibited, publicity release before receiving the Prize. Noncompliance with these Official Rules may result in disqualification and, at Sponsor's discretion, and time permitting, an alternate potential Winner may be selected from next eligible entry based on the next arrival at the Location.

Entry constitutes permission (except where prohibited by law) to use entrant's name, Instagram, Twitter or Facebook user name, city, state, likeness, image, and/or voice for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval. By entering the Location, contestants agree to be filmed, photographed, identified and/or included in promotional materials.

**PARTICIPATION CONDUCT:** A participant may be removed from the Location and/or disqualified from participating in the Contest, at the sole discretion of Sponsor, for any reason at any time, including but not limited to the advice of Sponsor's representatives at Location ("Event Staff"), by creating an unauthorized disturbance,

interruption, or unnecessarily rough physical or mental threat to the well-being of any other participant or Event Staff, he/she may be removed from the Location. Any act performed by participant defined by Federal, State or Local statute or ordinance as constituting a criminal act may result in removal from the Location and/or disqualification from Contest. At the sole discretion of Sponsor, if a participant uses profanity, or demonstrates any lewd or sexually suggestive gestures or full or partial nudity, the Sponsor shall have the right to remove the individual from the Location and/or disqualify participant from Contest. At the sole discretion of the Sponsor and Event Staff, if a participant creates a potential for death, disability, injury, property damage or any other negative incident during Contest or during his/her participation in Contest, the Sponsor shall have the right to disqualify participant from Contest and to remove that individual from the Location. And disqualification and/or removal from the Location will result in forfeiture of any prize that may have been awarded.

By participating, each participant (i) understands the Sponsor has not arranged for and does not carry any insurance of any kind for participant's benefit and that participant will be solely responsible for obtaining and paying for any medical, life, accident, automobile, property or other insurance relative to his/her participation in Contest; (ii) agrees that he/she will obey all traffic, safety and other applicable laws and will not speed or otherwise expose himself/herself or any other individual, whether participating in the Contest or not, to harm or danger of any kind; (iii) agrees to release and hold harmless the Released Entities (defined below) from any injuries, losses or damages of any kind, including, without limitation, death, to persons, or property resulting in whole or in part, directly or indirectly, from participating on Contest; and (iv) agrees to indemnify the Released Entities (defined below) from any losses, liabilities or expenses, including, without limitation, reasonable attorneys' fees, resulting from any claims, proceedings or investigations arising from or in connection with participant's participation in Contest or compliance or non-compliance with these Official Rules.

**PRIZES:** Each Prize will have an Estimated Retail Value ("ERV") of seventy five dollars (\$75). Up to fifteen prizes may be awarded during the Contest with a total ERV between one thousand one hundred and twenty five dollars (\$1,125). Actual Retail Value ("ARV") of Prizes may vary. Any difference between ERV and ARV will not be awarded. Prize will be awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Any illustrations and/or depictions of Prize are for illustrative purposes only and Prize element images shown in any promotional material may not be actual Prize elements awarded. All details of Prize will be determined by Sponsor in its sole discretion. Sponsor reserves the right to substitute a similar Prize (or Prize element) of comparable or greater value. All taxes

and other expenses, costs, or fees associated with the acceptance and/or use of Prize are the sole responsibility of Winner. Prize cannot be transferred by Winner or redeemed for cash and is valid only for the items detailed above, with no substitution of Prize by Winner. If Prize is unclaimed within a reasonable time after notification from Sponsor, as determined by Sponsor in its sole discretion, it will be forfeited, and time permitting, an alternate Winner may be selected from the remaining eligible entries at Sponsor's sole discretion. Sponsor shall have the right, but not the obligation, to make any deductions and withholdings that Sponsor deems necessary or desirable under applicable federal, state and local tax laws, rules, regulations, codes or ordinances.

**RECORDING:** Sponsor may, in its sole discretion, elect to tape the arrival of the entrants at the Location and incorporate the audio and video recording of the entrants arriving and announcement of the Winners (each a "Recording") in any media. The use of Recordings will not be considered an employment opportunity, and the entrants will not be entitled to compensation or credit thereof. The nature of the Recordings, if any, will be determined by Sponsor in its sole discretion. If the Recording is used, such use will be at a time, for a length of time, and on a date determined by Sponsor in its sole discretion. The content of the Recordings as, and if, finally exhibited and the number of exhibits and re-airs thereof, if any, will be determined by Sponsor in its sole discretion. Entrants will have no right of review, notice, or approval of the content of the Recording or any exhibition or exploitation thereof. These Official Rules and the Contest itself are neither a contract nor an application for employment.

**CONDITIONS:** By entering the Contest, each entrant agrees for entrant and for entrant's heirs, executors, and administrators (a) to release and hold harmless Contest Entities, and their respective officers, directors, and employees (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of a Prize or any portion thereof (including any travel related thereto); (b) to indemnify Released Parties from any and all liability resulting or arising from the Contest and to hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to Prize, including express warranties provided exclusively by Prize supplier that are sent along with Prize; (c) if selected as a Winner, to the posting of such entrant's name and photo on the Instagram, Facebook, Twitter or Website and the use by Released Parties of such name, voice, image, and/or likeness for publicity,

promotional, and advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, and, upon request, to the giving of consent, in writing, to such use; and (d) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Contest itself, and to be bound by all decisions of the Sponsor, which are binding and final. Failure to comply with these conditions may result in disqualification from the Contest at Sponsor's sole discretion.

**ADDITIONAL TERMS:** Sponsor reserves the right to permanently disqualify from any promotion any person they believe has intentionally violated these Official Rules. Any attempt to deliberately damage the Contest or the operation thereof is unlawful and subject to legal action by Sponsor, who may seek damages to the fullest extent permitted by law. The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsor (excepting compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of these Official Rules. Released Parties assume no responsibility for any injury or damage to entrants' or to any other person's computer relating to or resulting from entering or downloading materials or software in connection with the Contest. Released Parties are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional or marketing materials or in these Official Rules; for any human or electronic error; or for entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. Sponsor reserves the right to cancel, modify, or suspend the Contest or any element thereof (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules). Notice of such cancellation, modification, or suspension will be posted on the Instagram, Facebook, Twitter or Website. Sponsor may prohibit any entrant or potential entrant from participating in the Contest, if such entrant or potential entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsor, or Sponsor's agents or representatives; or behaves in any other disruptive manner (as determined by Sponsor in its sole discretion).

**LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES:** IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT THE

CONTEST. IN NO EVENT SHALL THE RELEASED PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED \$10. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. ACCORDINGLY, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ALL CONTESTANTS. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**DISPUTES:** THE CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN SACRAMENTO, CALIFORNIA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN CALIFORNIA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF SACRAMENTO. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.