

## **ISLANDS TAKEOUT CONTEST OFFICIAL RULES**

Enter for a chance to win one of (10) \$50.00 Islands Fine Burgers & Drinks gift cards through the Islands Takeout Contest.

**THE ISLANDS TAKEOUT CONTEST (THE “CONTEST”) IS VOID WHERE PROHIBITED BY LAW.**

**These official rules (“Rules”) are a legally binding agreement by and between you and Sponsor (as defined below) and govern your entry in the contest. By entering this contest Entrants (as defined below) and each of their parent(s) or legal guardian(s) agree to be bound by these official rules and the decisions of Islands Restaurants, L.P.**

1. **SPONSOR.** This Contest is sponsored by Islands Restaurants, L.P.
2. **CONTEST PERIOD.** The Contest begins on September 10, 2018 at 11:00 a.m. and ends on September 30, 2018 at 11:00 p.m. (the “Contest Period”). Only entries received during the Contest Period from online orders or mobile rewards app orders are valid. The Sponsor’s computer (or that of its designee for this contest) is the official time keeping device for online entry into the Contest. For purposes of these Rules, all times and days are Pacific Standard Time.
3. **ELIGIBILITY.** The Contest is open to residents of the states of California, Arizona, Hawaii, or Nevada (“Contest Territory”) who are 13 years of age or older as of the beginning of the Contest Period (“Entrant”). If you are a minor, all entries must be submitted by a parent or legal guardian on behalf of such Entrants. Employees of the Sponsor, its affiliates, and immediate family members, including spouses, parents, children, siblings, and their respective spouses are not eligible to participate or win. Participation in this Contest constitutes each Entrant’s and his or her parent(s)’ or legal guardian(s)’ full and unconditional representation of their age, as well as acceptance of these Rules and consent to be contacted by Sponsor by email or telephone. The Contest is subject to all applicable federal, state and local laws and regulations. **ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS’ FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. FOR EVERY TAKEOUT ORDER, AN ADDITIONAL ENTRY PER PERSON WILL BE ELIGIBLE.**
4. **CONTEST DESCRIPTION.** The Contest is a Takeout Contest that promotes the Islands’ takeout through online ordering and our mobile app by Entrants entering this Contest in accordance with these Rules.
5. **JUDGING PROCESS.** Winning entries will be selected at random. Those with multiple entries will have higher chances of being selected.
6. **HOW TO ENTER.** Entrant may enter the Contest during the Contest Period by:

(a) Order takeout for pickup either Online or through the Islands Rewards App (“Entry”). For a location near you visit [www.islandsrestaurants.com](http://www.islandsrestaurants.com).

**or**

(b) Sending a request along with a self-addressed, stamped envelope to Islands Restaurants, L.P. at 5750 Fleet Street, Suite 120, Carlsbad, CA 92008

(c) Have a parent or legal guardian order takeout for the minor.

**All Orders must be placed by 11:00 p.m. PST on September 30, 2018.**

7. ODDS. The odds of becoming a winner depend on the number of Entries submitted per person and the total number received.

8. PRIZES. A total of ten (10) gift cards redeemable for food and non-alcoholic beverages at any Islands Restaurant valued at \$50.00 each will be awarded (“Prize”). No substitution, cash redemption or transfer of the Prize is allowed. Each winner is responsible for gratuity, sales tax and all other charges, costs or expenses of any kind not listed as included in the Prize. Each winner and/or his or her parent or guardian is responsible for the reporting and payment of all applicable federal, state and local taxes (including income taxes) associated with their respective prize and will and hereby do hold Sponsor harmless from liability for failure to timely report and/or pay such taxes. Sponsor shall have no responsibility or obligation to any winner or potential winner who is unable to accept or utilize the prizes as described herein. In the case of a winner’s forfeiture of a prize, Sponsor may select another winner according to these Rules.

9. WINNER NOTIFICATION. Each winner or the parent or legal guardian of each winner will be notified via the Media Outlets, telephone and/or email on or before September 30, 2018. Three (3) attempts will be made to contact a winner within a five (5) day period. If no response is received by Sponsor within the five (5) day period, or if e-mail attempts are returned as undeliverable, or if the selected winner cannot accept or receive the prize for any reason, or s/he is not in compliance with these Rules, the prize will be forfeited, and an alternate winner may be selected at Sponsor’s discretion. **Gift cards will be mailed to the address provided by the winner or the parent(s) or legal guardian(s) of the winner(s).**

10. PERSONAL DATA. Entrant or Entrant’s parent or legal guardian may be required to submit certain personal data. All personal data will be held, used and processed by the Sponsor in accordance with its Privacy Policy as posted on Sponsor’s webpage at [www.islandsrestaurants.com](http://www.islandsrestaurants.com) (“Site”). Personal data collected will be used for the purposes of this contest only and will not be used for marketing purposes.

11. CONSENTS; INDEMNIFICATION; RELEASE OF LIABILITY. By entering the Contest each Entrant or Entrant’s parent or legal guardian, winner or winner’s parent or legal guardian (i) agree to indemnify, defend, and hold harmless Sponsor, its Media Outlets, and its officers, directors, partners, employees, representatives and agents of each (collectively, the “Released Parties”) from and against any and all liability, damages, claim or cause of action (however named or described), including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the contest and/or receipt or use or misuse of the prize awarded in

the contest, except if, and to the extent caused by the gross negligence or willful misconduct of the released Parties; (ii) confirms compliance with these Rules, and (iii) consents to the use of Entrant's name and/or likeness by Sponsor for promotional purposes (whether online, in print or through any other media now known or hereafter developed including on the Site and Media Outlets), without additional compensation or authorization unless prohibited by law; and (iv) agrees to be bound by the interpretations of these Rules by Sponsor, which are final in all matters relating to the Contest.

Entrants, Winners, and each of their parent(s) or legal guardian(s) hereby release all rights to bring any claim, action or proceeding against any of the Released Parties, and further covenant not to sue Sponsor or any of the other Released Parties and hereby acknowledge that none of the Released Parties has made or is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Contest or the Prizes. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants or Entrant's parent (s) or legal Guardian (s), printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of Entries; (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from an Entrant's participation in the Contest or receipt or use or misuse of any prize; or (6) undeliverable emails. 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 Contest within the Contest Period at the discretion of the Sponsor.

12. **GOVERNING LAW.** Except where prohibited, Entrants and each of their parent(s) or legal guardian(s) and each Winner agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the state and federal courts of the state of California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will an Entrant or a Winner and each of their parent(s) or legal guardian(s) be permitted to obtain awards for, and each Entrant and Winner and each of their parent(s) or legal guardian(s) hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the Entrants or the Winners and each of their parent(s) or legal guardian(s) and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

13. **TERMINATION; MODIFICATION.** In the event Sponsor is prevented from continuing with the promotion as a result of lack of feasibility of the promotion, compromised integrity of the promotion, infection by computer virus, unauthorized intervention, technical failures, or any other causes beyond Sponsor's control, Sponsor may, within its sole discretion, cancel, terminate, modify, or suspend the promotion. If Sponsor elects to abbreviate the promotion as a result of such an event, Sponsor may award the prizes from among all valid and eligible entries received up to the time of such event. In no event will more prizes be awarded than stated in these Rules.

14. **GENERAL CONDITIONS.** Any individual found to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Rules may, at Sponsor's sole discretion, be disqualified. 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 Rules shall not constitute a waiver of that provision.

Winners or the parent(s) or legal guardian(s) of potential winners may be required to provide Sponsor with proof that he/she is the authorized account holder of the e-mail address and/or Media Outlet account associated with the winning Entry.

**WINNERS' NAME.** For a list of the Winners' names (available after the contest ends) and/or a copy of these Rules, send a request along with, self-addressed, stamped envelope to Islands Restaurants at 5750 Fleet Street, Suite 120, Carlsbad, CA 92008 within thirty (30) days of the end of the Contest Period.