

Islands Restaurants “Mahalo Card” Promotion (The “Promotion”)

Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING A PRIZE.

The Promotion consists of an Instant Win Game (the “**Game**”).

- 1. Promotion Dates:** Game begins on 4/22/19 and Scratcher Game Cards (each, a “**Game Piece**”, and collectively, the “**Game Pieces**”) will be distributed between 4/22/19 and 5/19/19 (the “**Distribution Period**”), or while supplies last. Game Pieces can be redeemed between 4/22/19 and 6/16/19 (the “**Redemption Period**”) as more fully set forth below.
- 2. Eligibility:** The Game is open to legal residents of Arizona, California, Nevada and Hawaii, who are 18 years of age or older at the time of entry. Officers, directors and employees of Islands Restaurants, L.P. (“**Sponsor**”), ADM Marketing LLC and their respective parents, subsidiaries, affiliates, retailers and advertising and promotion agencies, and each of their immediate family members (spouse, parent, child or sibling, and their respective spouses, regardless of where they reside) and individuals living in the same households of each of these individuals, whether or not related, are not eligible to enter the Game or win a prize. Promotion is subject to all applicable federal, state and local laws. Void where prohibited. By participating in the Game, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects.
- 3. How to Obtain a Game Piece:** Visit a participating Islands Restaurant during the Distribution Period and each eligible person in the dine-in party will receive one Game Piece with any purchase, while supplies of Game Pieces last. Limit of one (1) Game Piece per person per visit (a visit is defined as any visit to a participating Islands Restaurant within a four-hour period). To obtain a Game Piece without making a purchase, an eligible person may request a Game Piece during the Distribution Period by mailing a self addressed, handwritten, properly stamped envelope to: Islands Restaurants Mahalo Card Promotion, c/o ADM Marketing LLC, 1415 Magnolia, Suite 102 Burbank, CA 91506. Mechanically produced requests or requests by any means which subvert the Game play process will not be honored and all such requests will be void. Limit one Game Piece per request and one request per outer postmarked envelope. Game Piece request must be postmarked by 6/2/19 and received by 6/9/19 and will be honored while supplies last. No copies, facsimiles or mechanical reproductions will be accepted. Neither Sponsor or ADM Marketing are responsible for late, damaged, lost, misdirected, stolen, illegible, incomplete or postage due mail and Game Piece requests. For a list of participating Islands Restaurants, visit the Islands Restaurants website at www.islandsrestaurants.com.

4. **How to Play the Game:** During the Redemption Period, bring an UNSCRATCHED Game Piece to a participating Islands Restaurant location **during a visit that is after the visit when the Game Piece was first obtained.** DO NOT SCRATCH YOUR GAME PIECE. EACH GAME PIECE MUST BE SCRATCHED IN FRONT OF AN ISLANDS MANAGER. GAME PIECES ARE VOID IF SCRATCHED IN ADVANCE BY CUSTOMER. The guest will scratch off the prize section of the Game Piece to reveal the prize in front of the manager, and subject to verification of eligibility and the Game Piece and compliance with these Official Rules, the participant will be entitled to receive the prize indicated on the Game Piece, redeemable during the Redemption Period on any future visit after the Game Piece was first received. **ALL GAME PIECES SCRATCHED DURING THE SAME VISIT THAT THE GAME PIECE WAS RECEIVED, OR THAT ARE DAMAGED OR TAMPERED WITH IN ANY WAY WILL BE VOID.** Game Pieces must be presented and redeemed at an Islands Restaurant location by the close of business on 6/16/19. Limit one (1) prize redemption per party per visit; may not be combined with other offers or discounts including, without limitation, Lunch Specials and Happy Hour. Prizes must be redeemed on the visit during which the Game Piece is scratched, unless the Game Piece is signed by a manager, in which case Game Piece may be redeemed on a future visit to a participating Islands Restaurant location before the end of the Redemption Period. All prizes that are properly claimed will be awarded. Unclaimed Game Prizes will not be awarded. Game Pieces are subject to verification and are void if copied, forged, altered or tampered with in any manner. All materials submitted in connection with the Game become property of the Sponsor and will not be returned.

Game Pieces will be deemed null and void and will be rejected if not obtained through authorized, legitimate channels. If any part of any Game Piece is counterfeited, or if the Game Piece comes from other games or promotions, or if any part is illegible, mutilated, eaten or tampered with in any way, or if it contains or reflects printing, typographical, mechanical or other errors, the Game Piece will be rejected and considered void and invalid. Sponsor's liability for any irregular or invalid Game Piece shall be limited to replacement of the Game Piece with another Game Piece, while supplies last. Each participant acknowledges and agrees that the verification decisions of the Sponsor shall be final, binding and conclusive in all matters relating to the Promotion. Sponsor shall have no liability for any Game Piece that is lost, intercepted or not received by the Sponsor for any reason. Only the type and quantity of prizes described in these Official Rules will be awarded. If, due to printing or production errors or for any reason, more potential winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. In no event will more than the advertised number of prizes be awarded.

5. **Instant Win Prizes/Approximate Retail Value (“ARV”)/Odds of Winning:** There are approximately 650,000 total Game Pieces in distribution through 55 participating Islands Restaurants locations. All prizes in the Game are randomly seeded across the universe of Game Pieces. Game prizes are as follows:

Grand Prize (10): Free Islands for a year. Equivalent to \$20 week for 52 weeks. Awarded as (1) \$1,040 Islands Complimentary Gift Card. ARV: \$1,040. Odds of winning: 10 in 650,000

First Prize (32,500): Free entrée w/minimum \$15 purchase. ARV: \$16.05. Odds of winning: 32,500 in 650,000

Second Prize (65,000): Free appetizer w/minimum \$15 purchase. ARV: \$15. Odds of winning: 65,000 in 650,000

Third Prize (162,500): Free dessert w/minimum \$15 purchase. ARV: \$8. Odds of winning: 162,500 in 650,000

Fourth Prize (389,990): \$5 off a purchase of \$25 or more. ARV: \$5. Odds of winning: 389,990 in 650,000.

Total ARV of Instant Win prizes combined is \$4,756,975.

6. **Prize Conditions:** All prize details are at the sole discretion of the Sponsor. No substitution, cash equivalent or transfer of prizes (or portion thereof) permitted by winners. Sponsor reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value, at its sole discretion. All federal, state and local taxes, the reporting consequences thereof and all costs and expenses related to the acceptance and use of the prizes not specified herein as being provided are the sole responsibility of the winners. Prizes will be awarded “as is” with no warranty or guarantee, either expressed or implied by Sponsor. For any prize that provides a free meal or food item, to the extent actual price of meal or food item is less than the stated ARV, the difference in prize value will not be awarded. If actual price of meal or food item exceeds the stated ARV, winner will be responsible for any amount in excess of the applicable ARV. Alcohol, tax, gratuity, third party delivery, take-out and gift card purchases are excluded. *Limit one food prize redemption per party per visit.*
ALL INSTANT WIN GAME PRIZES MUST BE REDEEMED BY THE CLOSE OF BUSINESS ON 6/16/19.

7. **General:** By participating, participants agree (a) to be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters; and (b) that Sponsor, ADM Marketing and their respective parents, affiliates, subsidiaries, retailers, distributors, suppliers, advertising and promotion agencies, and any other individuals engaged in any way in the development, production, printing, distribution or execution of this Promotion, and the respective directors, officers, and employees of the foregoing (all such individuals and entities collectively referred to herein as the

“Released Parties”) (1) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Game or any Game-related activity, or from entrants’ acceptance, receipt, possession and/or use or misuse of any prize, and (2) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize’s quality or fitness for a particular purpose. Released Parties are not responsible for any other errors or problems of any kind, whether printing, seeding, typographical, technical, human or otherwise, relating to or in connection with this Promotion, including, without limitation, errors, malfunctions or problems which may occur in connection with the administration of the Promotion, the announcement of the prizes, the processing of Game Pieces, prize claims or entries or in any Promotion-related materials. You are not a Game prize winner until your eligibility and Game Piece have been verified, and it is determined that you have complied with all terms of these Official Rules. Game Pieces are void if not redeemed for prize claim by 6/16/19. Sponsor reserves the right, at its sole discretion, to modify, extend, suspend or terminate this Promotion (or any portion thereof), should any technical failures, unauthorized human intervention or other causes corrupt or affect the administration, security, fairness or proper conduct of the Promotion. Sponsor reserves the right, at its sole discretion, to disqualify any entrant from this Promotion or any other promotion conducted now or in the future by Sponsor or any of its affiliates if entrant’s fraud or misconduct affects the integrity of the Promotion or entrant is otherwise in violation of these Official Rules, as determined by Sponsor in its sole discretion. ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS’ FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. By participating, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant’s rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of State of California, without giving effect to any choice of law or conflict of law rules. By participating, entrants’ consent to the jurisdiction and venue of the federal, state and local courts located in Carlsbad, California. Any failure to enforce any term, condition or provision of these Official Rules shall not constitute a waiver of such term, condition or provision.

8. **ARBITRATION:** By participating in this Promotion, each entrant agrees that (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) the entrant may have against the Released Parties arising out of, relating to, or connected in any way with the Promotion, the awarding or redemption of any prize and/or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (2) this arbitration agreement is

made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held in San Diego, California; (4) the arbitrator’s decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable participant may have entered into in connection with the Promotion; (5) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only the entrant’s and/or the applicable Released Party’s individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) the arbitrator shall not have the power to award punitive damages against the entrant or any Released Party; (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against any Released Party exceed \$125 USD, and the entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on the entrant’s behalf, subject to ultimate allocation by the arbitrator. In addition, if entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

- 9. Winners’ List:** For any legally required winner’s list, send a self-addressed stamped envelope, to be received by July 31, 2019 to: Islands Restaurants Mahalo Card Winner List Requests, c/o ADM Marketing LLC, 1415 W. Magnolia, Suite 102, Burbank, CA 91506.

10. SECOND CHANCE SWEEPSTAKES OFFICIAL RULES:

We are excited to provide an opportunity for Islands Rewards Members to enter a Second Chance Sweepstakes (“Sweepstakes”).

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING A PRIZE.

HOW TO ENTER THE SWEEPSTAKES: Must be an Islands Rewards Member (not already a Member? Download our Islands Restaurants App to become an Islands

Rewards Member), must be over 18 years of age and by participating, participants agree to the Terms and Conditions set forth in the Mahalo Card Promotion. To enter the Sweepstakes, fill out the back of the used Game Piece with your name, phone/email and your Islands Rewards Number. Once filled out, give the used Mahalo Card Scratcher to the participating Islands Restaurant Manager and the Manager will add your name to the Second Chance Sweepstakes. You are limited to one (1) entry per visit. You may opt out at any time. The sweepstakes is open only to legal residents of CALIFORNIA, ARIZONA, HAWAII, and NEVADA.

GENERAL INFORMATION:

- a. The Sweepstakes period begins on 4/23/19 and will end on 6/16/19.
- b. The Sweepstakes drawing will occur on 6/17/19.
- c. Each store will hold its own drawing using entries submitted to that store.

PRIZE AND NOTIFICATION

- a. **Prize:** A total of (1) gift card, valued at \$100, will be awarded, in each participating Islands Restaurant on 6/17/19. Prize cannot be redeemed for cash value and will not be replaced if lost or stolen. Winners will be selected via random drawing; odds of winning will depend on the number of entries received. Each winner is fully responsible for any and all applicable federal, state, and local taxes.
- b. **Notification:** The potential winners will be notified via phone on or before 6/24/19. The potential winner must respond to Islands within five (5) days of being declared a potential winner. Failure to respond may result in the potential winner being disqualified and an alternate winner selected.
- c. **Prize Delivery:** The Prize will not be delivered to the Winner. Winner must arrange for pickup of the Prize from the restaurant at which they entered within two (2) weeks of receipt of Notification.

This Sweepstakes is subject to all applicable federal, state and local laws, rules, and regulations.

Sponsor: Islands Restaurants, L.P., Second Chance Sweepstakes, 5750 Fleet St. Ste. 120, Carlsbad, CA 92008.