



**ISLANDS OFFICIAL
NOMINATE A NURSE HERO 2020**

Our biggest heroes during the pandemic are the nurses, as they selflessly battle to help treat our loved one's lives. Thank you for all that you do. We truly appreciate every single one of you.

OFFICIAL RULES

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

- 1) HOW TO ENTER:** Nominate a nurse in your life who you feel is making a difference during the COVID-19 pandemic. To enter this Nominate a Nurse Hero Sweepstakes ("**Sweepstakes**"), go onto either Twitter, Instagram or Facebook and nominate a special nurse in your life by posting a photo and/or story about this person by tagging @islandsburgers and use the Hashtag: #IslandsHeartsNurses or by sending us an email at: kporter@islandsrestaurants.com.
- 2) PROMOTION PERIOD:** Begins on May 6, 2020 at 12:00 AM until May 12, 2020 at 11:59 PM (PDT).
- 3) PRIZE:** Ten (10) Prize winners will be chosen at random from all eligible entries received during the Promotion Period. Each prize winner, once confirmed to be eligible, will receive a Fifty dollar (\$50.00) gift card redeemable for food and non-alcoholic beverages at Islands Restaurants. Each prize has an estimated cash value of \$50.00. No substitution, cash redemption or transfer of each prize awarded is allowed. In addition to the gift card, Sponsor will repost the winner's stories to its social media as well as on its website.
- 4) GENERAL INFORMATION:**
 - ISLANDS RESTAURANTS, L.P. ("**Islands or Sponsor**") is the official timekeeper.
 - Odds of winning will depend on the number of entries received.
 - Ten (10) winners will be chosen at random.
 - The Sweepstakes is solely sponsored by Islands. **The Sweepstakes is not sponsored, administered or endorsed by INSTAGRAM, FACEBOOK OR TWITTER (the "Media Entities").** Void where prohibited.
- 5) ELIGIBILITY:**
 - You must be at least eighteen (18) years of age, you must be a legal resident of the fifty (50) United States. Winners will be asked to prove both eligibility requirements stated above.
- 6) PARTICIPANTS:** By your participation in the Sweepstakes, you agree to be bound by all rules related to the Sweepstakes, and (a) you grant to Islands a perpetual, unlimited, non-exclusive, worldwide, royalty-free license to use, copy, print, display, reproduce, modify, publish, post,

transmit and distribute the photo and any material included in any photo and/or story you tag as entry into Sweepstakes; and (b) you certify that any person pictured and/or mentioned in any tagged Instagram, Facebook or Twitter photo and/or story authorizes Islands to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the photo and any accompanying story on Sponsor's social media sites and Sponsor's website; and (c) you agree that Sponsor and the Media Entities 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 Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize.

7) RESTRICTIONS:

- Employees, officers, and directors (including immediate family members, spouses, parents, children, siblings, and their respective spouses) of Islands are not eligible to participate in the Sweepstakes.
- To be eligible, any tagged photo, comment or mention on Media Entity must not be obscene, indecent, or otherwise offensive (as determined by Islands); must not defame or invade the publicity or privacy rights of any person, living or deceased; infringe, violate or misappropriate any person's or entity's personal or proprietary rights; be owned by a third-party and/or be subject to any restriction or right that would in any way limit Islands' right to use the entry as permitted under these Sweepstakes Rules; and must adhere to the Media Entities Terms of Service set forth at <http://instagram.com/about/legal/terms/>; <https://www.facebook.com/terms.php>; and <https://twitter.com/en/tos>.
- Failure to comply with these rules, as determined by Islands in its sole discretion, is grounds for automatic disqualification from the Sweepstakes. Islands reserves the right in its sole discretion to disqualify any individual suspected of tampering with the entry process or the operation of the Sweepstakes.
- The Sweepstakes is subject to all applicable federal, state and local laws, rules, 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 SWEEPSTAKES 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.

8) NOTIFICATION: The potential winners will be notified via the Media Entity you entered on May 13, 2020 by 5:00 PM (PDT). The winner will be required to privately provide his or her name, address, , and other personal information necessary to receive the Prize. The potential winners must respond to Islands within two (2) days of being declared a potential winner. Failure to respond within two (2) days may result in the potential winner being disqualified and an alternate winner selected. Prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.

9) GOVERNING LAW/VENUE: The laws of the State of California, USA apply to and govern this Sweepstakes. By entering the Sweepstakes, Entrants hereby submit to the jurisdiction and venue

of the federal and state courts located in San Diego County, California, United States and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum.

10) WINNERS AND PRIZE CONDITIONS: Prize details are subject to Sponsor's sole discretion and final approval. Prize may not be combined with any other offer. Prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.

11) LIMITATIONS OF LIABILITY: Entrants, by participating in the Sweepstakes, release and agree to hold the Sponsor harmless from and against any and all liability, claims, or actions, of any kind, whatsoever, for any injuries, losses, or damages, of any kind, to persons (including death and bodily injury) and property, arising in whole or in part, directly or indirectly, whether caused by negligence or not, from acceptance, possession, use, or misuse of a prize—including participating in this Sweepstakes or in any Sweepstakes-related activity, whether sponsored, held by, or paid for by a third party or by Sponsor. Each entrant agrees to indemnify Sponsor from and against all liability arising out of, relating to, or resulting from any act or omission of Sponsor related to the Sweepstakes and to hereby acknowledge that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize herein. Additionally, Sponsor is not responsible for late, lost, stolen, incomplete, misdirected, garbled, damaged, delayed, or undelivered entries; or for any virus contracted by an entrant's computer through participation in the Sweepstakes, for any incorrect or inaccurate information, whether caused by computer or Internet malfunction, interference, tampering, manipulation, weather, natural disaster, pandemic, acts of war, or by any of the equipment or programming associated with or utilized in the Sweepstakes, and assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation; or for failed computer, satellite, telephone, wireless or cable transmissions, lines or technical failure, jumbled, scrambled, delayed, or misdirected transmissions, technical error, theft, destruction, or unauthorized access.

UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANTS HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES WHATSOEVER. IN NO EVENT SHALL SPONSOR BE LIABLE TO ANY ENTRANT OR WINNER FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE TO BE AWARDED TO THE INDIVIDUAL ENTRANT IN THIS SWEEPSTAKES. SPONSOR'S FAILURE TO ENFORCE ANY PROVISION IN THESE OFFICIAL RULES WILL NOT BE DEEMED A WAIVER OF SUCH.

12) OFFICIAL RULES: By entering the Sweepstakes, entrants hereby agree to be bound by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Entries will be declared made by the Authorized Account Holder of the e-mail address associated with the Media Entity Account. In the event of a dispute over the identity of the selected winner, the natural person who is the Authorized Media Entity Account Holder of the email address used to create the account/account owner will be declared the potential Prize winner. "Authorized Account Holder" of an e-mail address is defined as the natural person who is assigned to an email address by an Internet Access provider, online service provider, or other organization (e.g., business, educational institution etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor reserves the right to modify these

Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

13) Privacy Notice: We will not sell or share any information in provide with any third-party entities. We will only communicate with you and the nominee if selected for the prize. We will not use your information or the information of your nominee for marketing communication.

14) SPONSOR: Islands Restaurants, L.P., 5760 Fleet Street, Suite 100, Carlsbad, CA 92008.