



**ISLANDS OFFICIAL  
NATIONAL FRY DAY  
INSTAGRAM CONTEST 2020**

**OFFICIAL RULES**

- 1) HOW TO ENTER:** In order to enter, you must purchase Islands French fries and enter within the **Promotion Period**. An Instagram account is required to enter (accounts are free). Post a photo of/with your Islands fries then tag @IslandsBurgers and add #IslandsFryDay to be entered into the contest. One (1) entry per person (per Instagram account). You must become a follower of @IslandsBurgers Instagram account.
- 2) PROMOTION PERIOD:** Begins on July 13, 2020 at 12:00 AM until July 20, 2020 at 11:59 pm (PDT).
- 3) PRIZE:** One hundred (100) 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 Fifteen-dollar (\$15) Islands gift card. No substitution, cash redemption or transfer of each prize awarded is allowed.
- 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.
  - One hundred (100) winners will be chosen at random.
  - The Contest is solely sponsored by Islands. **The Contest is not sponsored, administered, or endorsed by INSTAGRAM (the “Media Entity”).** Void where prohibited.
- 5) ELIGIBILITY:**
  - You must be at least eighteen (18) years of age, and you must be a legal resident of CA, AZ, or HI. Winners will be asked to prove both eligibility requirements stated above.
- 6) PARTICIPANTS:** By your participation in the Contest, you agree to be bound by all rules related to the Contest, 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 Instagram photo you tag as entry into Contest; and (b) you certify that any person pictured in any tagged Instagram photo (or, if a minor, his/her parent/guardian) authorizes Islands to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the photo and any material included in such photo; and (c) you agree that Sponsor and the Media Entity 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 Contest or any Contest-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 Contest.
- To be eligible, any tagged fry photo, comment or mention on Instagram 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 Contest Rules; and must adhere to the Instagram Terms of Use set forth at <http://instagram.com/about/legal/terms/>.
- Failure to comply with these rules, as determined by Islands in its sole discretion, is grounds for automatic disqualification from the Contest. Islands reserves the right in its sole discretion to disqualify any individual suspected of tampering with the entry process or the operation of the Contest.
- The Contest 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 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.

**8) NOTIFICATION:** The potential winners will be notified via Instagram on July 27, 2020 by 11:59 pm (PDT). The winner will be required to privately provide his or her name, address, age, and other personal information necessary to receive the Prize. The potential winners may be required to verify ownership of the winning Instagram account. 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. A prize will not be awarded until all such properly executed forms are returned. All federal, state, local, or other tax liabilities, including but not limited to income taxes or like amounts in connection with a Winner's award, acceptance, or use of a prize arising from this Contest will be the sole responsibility of the Winner. Gift Card 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. All guarantees and warranties on merchandise prize are subject to the manufacturer's terms and conditions, and winners agree to look solely to said manufacturers for any such warranty or guarantee claim. Gift cards will be electronically awarded by email to the emails provided by the winner(s).

**9) GOVERNING LAW/VENUE:** The laws of the State of California, USA apply to and govern this Contest. By entering the Contest, 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 is subject to Sponsor's sole discretion and final approval. 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. All guarantees and warranties on merchandise prizes are subject to the manufacturer's terms and conditions, and winners agree to look solely to said manufacturers for any such warranty or guarantee claim.

**11) LIMITATIONS OF LIABILITY:** Entrants, by participating in the Contest, 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, from acceptance, possession, use or misuse of a prize, including participating in this Contest or in any Contest-related activity, whether sponsored, held by, or paid for by a third party or by Sponsor. Each entrant agrees to indemnify Sponsor from all liability resulting or arising from the Contest and to hereby acknowledge that Sponsor 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 the Prize herein. Additionally, the 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 Contest, for any incorrect or inaccurate information, whether caused by computer or Internet malfunction or interference, tampering, manipulation, weather or natural disaster, acts of war, or by any of the equipment or programming associated with or utilized in the Contest, and assume 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 or jumbled, scrambled, delayed or misdirected transmissions, technical error, theft or destruction, or unauthorized or unauthorized access. Sponsor is not responsible for other errors or difficulties of any kind whether human, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the notification of the potential Prize winner, or in any Contest-related materials. The Sponsor is not responsible for lost, interrupted or inaccessible or unavailable network, server, wireless service, Internet Service Provider (ISP), website, or other connections or any combination thereof. Sponsor reserves the right, at its sole discretion, to disqualify any individual it suspects of tampering with the entry process or the operation of the Contest, to be acting in violation of the Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any person or entity. Any use of robotic, automatic, macro, programmed or like entry methods or third-party software or website or any other devices which subvert the entry process will void all entries by such methods, and disqualify any entrant using such methods. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR APP OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. If, for any reason, the Contest is not capable of running as planned by reason of, but not limited to, tampering, unauthorized intervention, fraud, technical failures, virus, bug, worms, unauthorized human intervention, or any other causes which Sponsor, in the sole opinion of Sponsor, deems could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right at its sole

discretion to cancel, terminate, modify or suspend the Contest and post notice of the action where they deem fit. If Sponsor terminates the Contest prior to the end of the Promotion Period, Sponsor will select the potential Prize winners in a random drawing from among all valid, non-suspect, eligible entries received prior to termination, if any, or as otherwise may be deemed fair and equitable by Sponsor.

**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 CONTEST. 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 Contest, 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 Instagram Account. In the event of a dispute over the identity of the selected winner, the natural person who is the Authorized Instagram 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 Contest.

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