

40th ANNIVERSARY BEACH CRUISER SWEEPSTAKES RULES

In celebration of our 40th Anniversary, each Islands Restaurant location will be giving away two beach cruisers!

OFFICIAL RULES

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

- I. HOW TO ENTER:** You can enter to win a beach cruiser by filling out an entry card in store (the “Sweepstakes”). You are limited to one (1) entry per visit. You are encouraged to enter every time you visit an Islands location during operating hours. Alternatively, you may mail a postcard or letter including your full name, email, birthday (month/year), phone number, name of your nearest Islands location to Sponsor at the address below up to one (1) time during the Promotion Period. Entries by mail must be received by Sponsor no later than Friday, August 26th, 2022. THE SWEEPSTAKES IS OPEN ONLY TO LEGAL RESIDENTS OF CALIFORNIA AND ARIZONA WHO ARE 18 YEARS OR OLDER AT THE TIME OF ENTRY.
- II. GENERAL INFORMATION:**
- Islands Restaurants, LLC (“Islands or Sponsor”) is the official timekeeper.
 - The Sweepstakes begins at 12:00 AM Pacific Time on Monday, 6/27/2022 and will end at 11:59 PM Pacific Time on Tuesday, 8/30/2022 (the “Promotion Period”).
 - Each Islands Restaurant location will hold its own drawing using entries submitted to that store and each store winners will be chosen during happy hour on August 30, 2022.
 - This Sweepstakes is solely sponsored by Islands. This Sweepstakes is not sponsored, administered or endorsed by INSTAGRAM, FACEBOOK, or TWITTER or any other media outlets (“Media Entities”).
 - By participating you agree to indemnify Islands and the Media Entities and their respective affiliates, partners, directors, officers and employees, and hold them harmless from any and all claims and expenses, including attorneys' fees, arising from your use of the Prize or your failure to comply with these rules.
- III. ELIGIBILITY:**
- You do not need to be present at drawing to win.
 - You must be at least eighteen (18) years of age on day of your entry.
 - You must be a resident of CA or AZ.
 - By entering, you are agreeing to sign a publicity release allowing Islands to use your likeness and name in any winner announcements.
 - 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.
 - Islands reserves the right in its sole discretion to disqualify any individual who does not meet the above rules. Islands may also disqualify any individual suspected of tampering with the entry process or operation of the Sweepstakes.
 - Prize will not be delivered to winner. Winner must be able to pick up the Prize as described below.
- IV. PRIZE AND NOTIFICATION**
- Prize:** A total of 84 beach cruiser bikes, each valued at approximately \$350, will be awarded, and will be on display in each store during Sweepstakes period. 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 all applicable federal, state, and local taxes. 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.
 - Notification:** The potential winners will be notified via phone on or before Friday, September 2, 2022, by 11:59 PM Pacific Time. 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.
 - Prize Delivery:** The Prize will not be delivered to the Winner. Winner must arrange for pick up of the Prize from the restaurant at which they entered within two (2) weeks of receipt of Notification.
- V. GOVERNING LAW/VENUE**
- Sweepstakes is governed by the laws of California, USA. 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 out of the subject matter hereof adjudicated in any other forum.

VI. LIMITATIONS OF LIABILITY

- a. 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, 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.**

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

Sponsor: Islands Restaurants, LLC, Attn: Beach Cruiser, 5760 Fleet St. #100, Carlsbad, CA 92008.