

**BONEFISH GRILL® “TWELVE DAYS OF HAPPINESS” SWEEPSTAKES  
Official Rules**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA. ONLY AND WILL BE GOVERNED BY U.S. LAW.**

**DATES OF SWEEPSTAKES:** The Bonefish Grill® “Twelve Days of Happiness” Sweepstakes (the “Sweepstakes”) begins at 12:00:01 a.m. Eastern Daylight Time (“EDT”) on November 1, 2012 and ends at 11:59:59 p.m. EST on December 24, 2012 (the “Sweepstakes Period”). Void where prohibited. The Sweepstakes Period is divided into twelve entry periods (each an “Entry Period”) as set forth in more detail below:

Entry Period	Start Date/Time	End Date/Time	Drawing Date
1	11/01/12 at 12:00:01 a.m. EDT	12/13/12 at 11:59:59 p.m. EST	12/14/12
2	12/14/12 at 12:00:00 a.m. EST	12/14/12 at 11:59:59 p.m. EST	12/15/12
3	12/15/12 at 12:00:00 a.m. EST	12/15/12 at 11:59:59 p.m. EST	12/16/12
4	12/16/12 at 12:00:00 a.m. EST	12/16/12 at 11:59:59 p.m. EST	12/17/12
5	12/17/12 at 12:00:00 a.m. EST	12/17/12 at 11:59:59 p.m. EST	12/18/12
6	12/18/12 at 12:00:00 a.m. EST	12/18/12 at 11:59:59 p.m. EST	12/19/12
7	12/19/12 at 12:00:00 a.m. EST	12/19/12 at 11:59:59 p.m. EST	12/20/12
8	12/20/12 at 12:00:00 a.m. EST	12/20/12 at 11:59:59 p.m. EST	12/21/12
9	12/21/12 at 12:00:00 a.m. EST	12/21/12 at 11:59:59 p.m. EST	01/03/13
10	12/22/12 at 12:00:00 a.m. EST	12/22/12 at 11:59:59 p.m. EST	01/03/13
11	12/23/12 at 12:00:00 a.m. EST	12/23/12 at 11:59:59 p.m. EST	01/03/13
12	12/24/12 at 12:00:00 a.m. EST	12/24/12 at 11:59:59 p.m. EST	01/03/13

**ELIGIBILITY:** The Sweepstakes is open only to legal residents of the 50 United States and the District of Columbia who are 18 years of age or older at the time of entry. Officers, directors, managers and employees of Bonefish Grill, LLC (“Sponsor”), Wunderman, LLC and each of their respective subsidiaries, affiliates, parent companies, related companies, dealers, consultants, agents, advertising, promotion or any other agencies or entities involved with this Sweepstakes and members of their immediate families (biological or step) including parents, grandparents, children, siblings or spouses of any of the foregoing (regardless of where they live), or household members of any of the above, whether related or not, are NOT eligible to participate.

**HOW TO ENTER:** Visit [www.Bonefishgrill.com/sweeps](http://www.Bonefishgrill.com/sweeps) (the “Website”) during the Sweepstakes Period and complete the entry form with all required information, including first name, last name, home address, city, state, ZIP code, birth month and day, email address mobile phone number (including area code) and favorite Bonefish Grill® location from those participating Bonefish Grill® locations listed) to receive one (1) entry in to the Entry Period Drawing for their selected participating Bonefish Grill® restaurant and one (1) entry into the Grand/First Prize drawing. All email addresses are subject to verification prior to being allocated an entry. Limit one (1) entry per person/per email address during the Sweepstakes

Period. Entries must be received by 11:59:59 p.m. EST on December 24, 2012. If there is a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the person in whose name the email account (provided via the Entry Form) is registered (the “Authorized Account Holder”). The Authorized Account Holder is the natural person who is assigned to the 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. No automatic, programmed, robotic or similar means of entry are permitted, and individuals engaging in such practices will be disqualified. Sponsor is not responsible for computer system, phone line, hardware, software or program malfunctions or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature. Sponsor is not responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries. All entries become the sole property of the Sponsor and will not be acknowledged or returned. Please see the Privacy Policy located on the Sweepstakes entry page for details of Sponsor’s policy regarding the use of personal information collected in connection with this Sweepstakes. If you are selected as a winner, your information may also be included in a publicly-available winner list.

**ENTRY PERIOD DRAWINGS FOR DAILY PRIZES:** One (1) winner for each participating Bonefish Grill® restaurant will be randomly selected from among all eligible entries received during the corresponding Entry Period, for a total of one hundred seventy-two (172) winners for each Entry Period. The drawings will be conducted by Wunderman, LLC, an independent judging agency (the “Judges”), whose decisions will be final and binding in all respects. Non-winning entries will rollover into subsequent Entry Periods for their participating Bonefish Grill® restaurant drawings, but will not roll over into Entry Periods for other participating Bonefish Grill® restaurant drawings. Odds of winning an Entry Period Daily Prize will depend upon the total number of eligible entries received for the corresponding Entry Period for each participating restaurant location. Daily Prizes will be shipped to winners within two (2) weeks after Daily Drawing.

**DAILY PRIZES (One (1) per participating restaurant per Entry Period):** One (1) \$50 Bonefish Grill® Lure Certificate. Approximate Retail Value (“ARV”): \$50 each.

**GRAND/FIRST PRIZE RANDOM DRAWING:** One (1) Grand Prize and one (1) First Prize winner will be selected in a random drawing from all eligible entries on or about January 3, 2013. The drawing will be conducted by Judges, whose decisions will be final and binding in all respects. Odds of winning a Grand or First Prize will depend upon the total number of eligible entries received during the entire Sweepstakes Period.

**GRAND PRIZE:** one (1) \$5,000 American Express gift card.

**FIRST PRIZE:** one (1) \$1,000 American Express gift card.

The approximate total retail value (ARV) of all prizes is: \$109,200. Limit one (1) prize per person/household.

The potential Grand and First Prize winners (and their parent/legal guardians, if potential winners are eligible minors in their state of residence (under 19 in AL and NE), will be notified

via phone or overnight mail and will be required to sign, execute and return an Affidavit of Eligibility and Liability/Publicity Release (the "Affidavit") (where permitted) within five (5) days of date printed on prize notification or prize may be forfeited. Failure to provide all required information and signature(s) on the Affidavit, or return of prize notification as undeliverable, may result in forfeiture of rights to be declared a prize winner and/or receive prize. Upon receipt and verification of Grand and First Prize winners' Affidavits, the Grand and First Prize winners will be shipped their prizes via overnight delivery within 2-3 weeks. All federal, state, and local taxes on the prize and all other costs not specifically outlined in these rules are the responsibility solely of the winners. The Grand and First Prize winners will be issued an IRS Form 1099 for the retail value of the prizes. Grand and First Prize winners are advised to seek independent counsel regarding the tax implications of accepting the prizes. Prizes cannot be transferred, assigned or redeemed for cash or substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value if an advertised prize becomes or is unavailable for any reason. Prizes may not be sold, traded, transferred, assigned, refunded or redeemed for cash. Lost, mutilated or stolen gift cards or Bonefish Grill® Lure certificates will not be replaced. By accepting a gift card or Bonefish Grill® Lure certificate prize, winners agree to abide by any terms, conditions and restrictions printed thereon. Depictions of any part of the prize package in any advertising or promotional materials may not reflect the actual prizes awarded to a winner.

**TERMS AND CONDITIONS:** By participating in the Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Judges, which shall be final and binding in all respects. By accepting a prize, winners agree to release, discharge, and hold harmless Sponsor, Wunderman, LLC and each of their respective parent companies, subsidiaries, affiliates, related companies, advertising/promotion agencies or any other agencies or entities involved with this Sweepstakes and each of their directors, officers, employees and agents (collectively the "Released Parties") from any and all claims and liability by winner for any injuries, including personal injury, death, loss or damage of any kind arising from participating in the Sweepstakes or in connection with acceptance, possession, use and or misuse of prize or claims based on right of publicity/right of privacy. By accepting prize, winner (or his/her parent/legal guardian, if an eligible minor) grants the Released Parties the right to use and publish his/her name, likeness (photograph and/or video), biographical information and voices in advertising/publicity/trade material without compensation, notice or approval; and , winner disclaims any ownership of such advertising/publicity/trade material, unless prohibited by law. Sponsor reserves the right to disqualify any entrant who attempts to tamper with the entry process in any manner.

**DISPUTES:** Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Middle District of Florida, Tampa Division, or in the Circuit Court in and for Hillsborough County, Florida; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant 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 Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of

Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

**OTHER CONDITIONS:** Released Parties are not responsible for lost, late, stolen, illegible, incomplete, misdirected, damaged, destroyed or garbled entries. Entry materials that have been tampered with or altered are void. If for any reason (including but not limited to tampering, unauthorized intervention, fraud, virus, bugs or any other cause beyond the control of Sponsor), the administration, security, fairness, integrity or proper conduct of the Sweepstakes is affected or corrupted and the Sweepstakes is not capable of being conducted as described in these Official Rules, Sponsor shall have the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes, and in such case, to select the winner by randomly drawing from among all valid entries received up to the time of cancellation, termination or suspension. Notice of such action by Sponsor will be posted on the Website. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

**WINNER LIST:** For the names of the winners, send a self-addressed stamped, #10 envelope to: Bonefish Grill® “Twelve Days of Happiness” Sweepstakes Winner List Request, P.O. Box 324, Lombard, IL 60148-0324. Winner List will be sent when the Sweepstakes is over and the prizes have been awarded. Requests for Winner List must be received by January 31, 2013.

**SPONSOR:** Bonefish Grill, LLC, 2202 N. West Shore Blvd. 5<sup>th</sup> Flr, Tampa, FL 33607.