## Bonefish Grill® "Crazy for Love" Sweepstakes Official Rules

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

SPONSOR RESERVES THE RIGHT TO PERMANENTLY DELETE ANY DESCRIPTION (DEFINED BELOW) THAT VIOLATES THESE OFFICIAL RULES. DESCRIPTIONS MAY BE REPRODUCED AND DISTRIBUTED AT SPONSOR'S SOLE DISCRETION. BY ENTERING, ENTRANTS GRANT SPONSOR A NON-EXCLUSIVE, TRANSFERABLE, ROYALTY FREE, WORLDWIDE LICENSE TO USE AND EXPLOIT THE DESCRIPTION TO PROMOTE THIS PROMOTION, OTHER PROMOTIONS, AND THEIR PRODUCTS AND/OR SERVICES WITHOUT ANY NOTICE OR COMPENSATION.

**DATES OF PROMOTION:** The Bonefish Grill® "Crazy for Love" Sweepstakes (the "Sweepstakes") begins at 12:00 a.m. Eastern Time ("ET") on January 30, 2013 and ends at 11:59 p.m. ET on February 18, 2013 (the "Sweepstakes Period").

ELIGIBILITY: The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia, who are eighteen (18) years of age or older at the time of entry (the "Entrant"). The Entrants who are selected as the potential grand prize winners (each, a "Grand Prize Winner") must have a unique, personal and valid social security number for Sponsor (defined below) to report the tax liability associated with acceptance of the Grand Prize (defined below). Valid social security numbers will be determined by Internal Revenue Service ("IRS") requirements. See "PRIZE CLAIMS" section for details. Officers, directors, managers and employees of Bonefish Grill, LLC (the "Sponsor"), and each of its respective parents, subsidiaries, affiliates and related companies, dealers, advertising and promotion agencies, consultants and agents, as well as the immediate family (spouse, parents, siblings and children) and household members of each such person and any others engaged in the development, production, execution or distribution of this Sweepstakes, including National Sweepstakes Company, LLC (the "Independent Administrator"), Thuzi, LLC and Hyphos360, Inc. d/b/a Accudata Integrated Marketing, are not eligible to participate. Sweepstakes is subject to all federal, state and local laws and regulations. Sweepstakes is void in Puerto Rico, outside the fifty (50) United States and the District of Columbia, and where restricted or prohibited by law. Participation in the Sweepstakes constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor and Independent Administrator's decisions, which are final and binding in all matters related to this Sweepstakes. Persons who have previously won a contest, sweepstakes or promotion of any kind sponsored or otherwise associated with Sponsor within the thirty (30) calendar days immediately preceding the start of this Sweepstakes are ineligible to participate or win a prize.

**TO ENTER**: There are two (2) ways to enter the Sweepstakes. **Regardless of the method in which you choose to enter the Sweepstakes, you may only enter one (1) time during the Sweepstakes Period.** To enter, visit <u>www.bonefishgrill.com/love</u> (the "Website") during the Sweepstakes Period and click on the method in which you would like to enter; either (a) "Enter on Facebook"; or (b) "Enter on Twitter":

**Enter on Facebook:** When prompted, click on the "Like" button to become a fan of the Bonefish Grill® Facebook fan page ("Fan Page") (if not already a fan of the Fan Page). Then, click "Enter Now" and in the field provided describe, in five hundred (500) characters or less, the craziest thing you would do for love (the "Description") and click "Next". **PLEASE NOTE: The length or content of the Description shared has no bearing on the selection of the Prize Winner(s).** All Prize Winners will be selected at random as further defined in the "WINNING/NOTIFICATION" section of these Official Rules. When prompted, complete the official sweepstakes entry form ("Entry Form") in its entirety, including your first name, last name, home address, city, state, zip code, mobile phone number (if desired) including area code, email address, your birth month and day and, after checking the box verifying you are eighteen (18) years of age or older, press the "Next" button and select your favorite Bonefish Grill® location. Upon clicking the "Submit" button, and after sharing this Sweepstakes with your friends (if desired), Entrants will receive one (1) entry into the drawing associated with the Bonefish Grill® location in which he/she selected at time of entry. Such entry will also be eligible for the Grand Prize drawing.

**Enter on Twitter:** When prompted, follow @BonefishGrill ("Twitter Page") on Twitter (if not already a follower of the Twitter Page). Then, in the field provided tweet, in one hundred and forty (140) characters or less, the craziest thing you would do for love. **PLEASE NOTE: The length or content of the Description shared has no bearing on the selection of the Prize Winner(s). All Prize Winners will be selected at random as further defined in the "WINNING/NOTIFICATION" section of these Official Rules. When prompted, complete the official sweepstakes Entry Form in its entirety, including your first name, last name, home address, city, state, zip** 

code, mobile phone number (if desired) including area code, email address, your birth month and day and, after checking the box verifying you are eighteen (18) years of age or older, select your favorite Bonefish Grill® location. Upon clicking the "Submit" button, Entrants will receive one (1) entry into the drawing associated with the Bonefish Grill® location in which he/she selected at time of entry. Such entry will also be eligible for the Grand Prize drawing.

Please visit http://www.bonefishgrill.com/Locator for a list of participating Bonefish Grill® locations.

Any attempt by an Entrant to obtain more than the stated number of entries by using multiple/different identities, and/or any other methods will void that Entrant's entry and that Entrant may be disgualified from the Sweepstakes. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the person in whose name the e-mail 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 e-mail address by an Internet access provider, on-line service provider, or other organization that is responsible for assigning e-mail addresses, or the domain associated with the submitted e-mail address. Potential Prize Winners may be required to show proof of being the Authorized Account Holder. No mechanically or programmatically reproduced entries are permitted. Late entries or entries sent via any other method will not be accepted. Sponsor is not responsible for lost, late, illegible, incomplete, delayed, misdirected entries and all such entries are void. All Descriptions submitted shall become the exclusive property of the Sponsor and will not be returned. By submitting a Description, Entrants grant Sponsor a non-exclusive, transferable, royalty free, worldwide license to use the Description. Sponsor has no obligation to acknowledge receipt of or to return any Description received. Descriptions that; (a) are determined by Sponsor in their sole discretion to be indecent, offensive, inappropriate or morally objectionable; (b) advocate violence, drug use or any illegal act; (c) promote a commercial/business enterprise, a charity, political, religious cause or any cause other than the Entrant personally; (d) have been previously published, manufactured or produced, or have won an award in any competition or contest; or (e) otherwise violate these Official Rules, as determined by Sponsor in their sole discretion, will not be eligible. Description must be truthful in all respects. Entrants warrant and represent that their Description is solely their original work, has not been copied (in whole or in part) from any other source and that their Description does not infringe upon or violate any third party legal rights (including without limitation rights of trademark, copyright, privacy or publicity). Sponsor reserves the right, at its sole discretion, to disgualify any Entrant if Sponsor suspects that Entrant's Description violates the legal rights of any third party. Sponsor will not verify receipt of entries for Entrants. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook® or Twitter®. Entrants understand that the information being provided at point of entry is being provided to the Sponsor solely, and not to Facebook® or Twitter®.

WINNING/NOTIFICATION: There are two (2) ways to win prizes in the Sweepstakes

**By Bonefish Grill Location:** There will be one (1) random drawing held for each of the one hundred seventyseven (177) participating Bonefish Grill® locations. For each drawing, one (1) prize winner (each, a "First Prize Winner") will be selected from among all eligible entries received from the respective participating Bonefish Grill® location during the Sweepstakes Period (as determined based upon the Bonefish Grill® location Entrant selected at point of entry). Odds of being selected as a First Prize Winner will depend upon the total number of eligible entries received for the respective participating Bonefish Grill® location during the Sweepstakes Period.

<u>Grand Prize Drawing</u>: There will be one (1) random drawing held to select three (3) Grand Prize Winners from among all eligible entries received during the Sweepstakes Period (from among all participating Bonefish Grill® locations combined). Odds of being selected as a Grand Prize Winner depend upon the total number of eligible entries received during the Sweepstakes Period.

Each of the random drawings will be conducted on or about February 22, 2013 under the supervision of the Independent Administrator whose decisions are based upon their sole discretion and interpretation of these Official Rules and are final and binding in all respects. All First Prize Winners will be notified via overnight courier upon receipt of their First Prize (defined below), within eight (8) weeks from the date in which all First Prize Winners are determined. **POTENTIAL GRAND PRIZE WINNERS WILL BE NOTIFIED VIA EMAIL UPON FINAL DETERMINATION OF ALL THREE (3) GRAND PRIZE WINNERS, AND EACH MUST COMPLETE "REQUIRED DOCUMENTS" AS OUTLINED IN THE "PRIZE CLAIMS" SECTION BELOW.** For purposes of these Official Rules, the Grand Prize Winners and First Prize Winners will be collectively referred to as "Prize Winners". The Grand Prizes and First Prizes will be collectively referred to as "Prizes".

All Prizes (defined in the "PRIZES/PRIZE CONDITIONS" section below) will be awarded via overnight courier within eight (8) weeks from the date in which all Prize Winners are confirmed. If a Prize is returned as "undeliverable" the respective

Prize Winner forfeits his/her right to the Prize, Sponsor and/or Independent Administrator shall have no obligation to such individual, and an alternate Prize Winner will be selected at random from among all remaining non-winning eligible entries received during the Sweepstakes Period (Grand Prizes only). Any applicable alternate First Prize Winners will be selected from among all remaining non-winning eligible entries received during the Sweepstakes Period from the respective participating Bonefish Grill® location. Prize Winners consent (and agree to sign any additional documents required by Sponsor to formalize, effect or perfect such consent, except where prohibited by law) to Sponsor's use of his/her name, likeness (photograph and/or video), biographical information, and voices in advertising/publicity/trade without compensation, notice or approval; and, Prize Winners disclaim any ownership rights of such advertising/publicity/trade material.

## PRIZES/PRIZE CONDITIONS:

<u>First Prizes</u>: There will be a total of one hundred seventy-seven (177) First Prizes awarded in the Sweepstakes (one (1) for each participating Bonefish Grill® location). Each First Prize consists of a \$100 Bonefish Grill® Gift Card. The approximate retail value ("ARV") of each First Prize is \$100.00. The total ARV of all First Prizes to be awarded is \$17,700.

<u>Grand Prizes</u>: There will be a total of three (3) Grand Prizes awarded in the Sweepstakes. Each Grand Prize consists of a \$1,000 Visa® Gift Card. The ARV of each Grand Prize is \$1,000.00. The total ARV of all Grand Prizes to be awarded is \$3,000.00.

Each Bonefish Grill® Gift Card is redeemable at any participating Bonefish Grill® located within the fifty (50) United States and the District of Columbia and subject to Gift Card terms and conditions. Bonefish Grill® Gift Card excludes gratuity. The Visa® Gift Card is subject to its terms & conditions. **The total ARV of all Prizes to be awarded in the Sweepstakes is \$20,700.** There will be no prize substitution or cash redemption of Prizes. Sponsor will not replace any lost, mutilated or stolen Gift Cards. Sponsor reserves the right to substitute any Prize with a prize of comparable or greater value if Prize should become unavailable for any reason. Prizes are not transferable prior to award. Prize Winners are responsible for all federal, state and local taxes arising from receipt, possession, acceptance or use of any Prize, if applicable. **Throughout the Sweepstakes Period, Prizes shall be limited to one (1) First Prize and one (1) Grand Prize per person/household.** No more than the number of Prizes set forth in these Official Rules will be awarded.

PRIZE CLAIMS: Except where prohibited by law, the potential Grand Prize winners must sign and return to Sponsor, within seven (7) business days of receipt, an Affidavit of Eligibility & Liability/Publicity Release (the "Release") and an IRS Form W-9 in order to claim the Grand Prize (collectively, the "Required Documents"). At the end of the tax year for which the Grand Prize is awarded, Grand Prize Winner will be issued a Form 1099 equivalent to the retail value of the Grand Prize, for income verification and tax purposes. Grand Prize Winner is advised to seek independent counsel regarding the tax implications of their Grand Prize winnings. Grand Prize Winner must report income to the Internal Revenue Service (IRS). In the event it is deemed, during the verification process, that potential Grand Prize winner does not have a unique, personal and valid social security number for Sponsor to report the tax liability associated with acceptance of the Grand Prize, potential Grand Prize winner will be disqualified. Valid social security numbers will be determined by IRS requirements. If a potential Grand Prize winner fails to sign and return the Required Documents within the required time period, or if it is determined by the Sponsor, in its sole discretion, that a potential Grand Prize winner is not eligible in accordance with these Official Rules, the potential Grand Prize winner forfeits his/her right to the Grand Prize and an alternate may be selected from among the remaining non-winning eligible entries received during the Sweepstakes Period. In the event that a potential Grand Prize winner is disqualified for any reason, Sponsor and Independent Administrator shall have no liability or obligation to such individual. Each Grand Prize Winner consents (and agrees to sign any additional documents required by Sponsor to formalize, effect or perfect such consent, except where prohibited by law) to Sponsor's use of his/her name, likeness (photograph and/or video), biographical information, and voices in advertising/publicity/trade material without compensation, notice or approval; and, Grand Prize Winner disclaims any ownership rights of such advertising/publicity/trade material (residents of TN are not required to sign a publicity release).

**GENERAL CONDITIONS:** Should any portion of the Sweepstakes be, in Sponsor's sole discretion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole discretion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and conduct the Sweepstakes in a manner which in its sole discretion is fair, appropriate and consistent with these official rules. Notice of such action by Sponsor will be posted on the Website. In such event, Sponsor reserves the right to award the Prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right in their sole discretion to disqualify

any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these official rules or in an unsportsmanlike or disruptive manner. Sponsor reserves the right to disqualify or reject any incomplete, inaccurate or false entry. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.

**RELEASE**: By participating in this Sweepstakes, Entrants agree to release and hold harmless Sponsor, Facebook, Inc., Twitter, Inc., and each of their respective officers, directors, managers, employees, parents, subsidiaries, affiliates, agents, members, shareholders, insurers, servants, divisions, predecessors, successors, representatives, dealers, distributors, advertising, promotion, and fulfillment agencies, including the Independent Administrator, Thuzi, LLC, Hyphos360, Inc. d/b/a Accudata Integrated Marketing, consultants and legal advisors (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt, redemption or use of any Prize.

**LIMITATIONS OF LIABILITY:** The Released Parties are not responsible for: (i); unauthorized human intervention in any part of the entry process or the Sweepstakes; (ii) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries; (iii) any injury, damage or loss (including death) to persons or property of any kind, which may be caused, directly or indirectly, in whole or in part, directly or indirectly from Entrant's participation in the Sweepstakes or from the receipt, use or misuse of any Prize; (iv) any printing or typographical errors in any Sweepstakes-related materials; (v) stolen, lost, late, misdirected, corrupted, incomplete, or indecipherable entries; or (vi) technical failures of any kind, including but not limited to the malfunctioning of any computer, mobile device, cable, network, hardware or software.

**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 hereby 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 ouldigations 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.

**ENTRANTS PERSONAL INFORMATION:** Information collected from Entrants is subject to Sponsor's Privacy Policy, located at <u>http://www.bonefishgrill.com/privacy</u>.

**WINNER'S LIST/RULES REQUEST**: For the name of the Prize Winners, or a copy of these Official Rules, please submit a self-addressed, stamped envelope by March 31, 2013 to Bonefish Grill<sup>®</sup> "Crazy for Love" Sweepstakes (please specify Winners List or Rules Request), PO Box 10505, Rochester, NY 14610. A copy of these Official Rules may also be obtained at the Website any time during the Sweepstakes Period.

**SPONSOR:** Bonefish Grill, LLC, 2202 North West Shore Boulevard, 5<sup>th</sup> Floor, Tampa, FL 33607. *This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook® or Twitter®.* 

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