#### **Bonefish Grill®**

# FREE\* Bonefish Grill® for a Year Sweepstakes ("Sweepstakes") & FREE\*\* Bang Bang Shrimp® Offer ("Offer") Official Sweepstakes Rules & Offer Terms

For purposes of these Official Rules the Sweepstakes and Offer will be collectively referred to as (the "Promotion"). The Start Date and End Date of each Giveaway in the Sweepstakes (defined below) and Offer (defined below) is dependent upon the date in which the Participating Location (defined below) is first open for business ("Grand Opening"). In the event a Participating Location does not have a Grand Opening as of the Start Date listed in these Official Rules, such Giveaway and Offer will be cancelled in its entirety. Notice of such cancellation will be posted at <a href="http://www.bonefishgrill.com/Locator">http://www.bonefishgrill.com/Locator</a>.

\*NO PURCHASE, PAYMENT, OR USE OF MOBILE PHONE NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. A PURCHASE, PAYMENT OR USE OF MOBILE PHONE WILL NOT INCREASE YOUR CHANCE OF WINNING THE SWEEPSTAKES. FREE Bonefish Grill® for a Year is valued at \$599.99 and is awarded in the form of a \$599.99 Bonefish Grill® gift card (the "Gift Card").

\*\*MUST PURCHASE A MINIMUM OF \$15 (EXCLUDES ALCOHOL)TO REDEEM THE FREE BANG BANG SHRIMP® COUPON FOR THE OFFER (excluding alcohol). Coupon will be sent via email and is redeemable at any participating Bonefish Grill® location within the fifty (50) United States and the District of Columbia for one (1) FREE Bang Bang Shrimp® with the purchase of \$15 or more (excludes alcohol), while supplies last ("Coupon"). Coupon may not be combined with any other Bonefish Grill® discount or offer.

**ELIGIBILITY:** The Promotion is open only to legal residents of the fifty (50) United States, the District of Columbia and Puerto Rico, who are eighteen (18) years of age or older at the time of entry (the "Entrant"). 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 Promotion, including National Sweepstakes Company, LLC (the "Independent Administrator"), Thuzi, LLC, Hyphos 360, Inc. dba AccuData Integrated Marketing and Velti are not eligible to participate. Promotion is subject to all federal, state and local laws and regulations. Promotion is void outside the fifty (50) United States and the District of Columbia, and where restricted or prohibited by law. Participation in the Promotion 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 Promotion. 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 Promotion are ineligible to participate in the Sweepstakes or win a prize in the Sweepstakes. Such individual may only participate in the Offer.

## **SWEEPSTAKES DATES:**

There will be seventeen (17) Bonefish Grill® restaurant locations participating in the Sweepstakes as outlined in the chart below (each, a "Participating Location")\*. Each Participating Location is a separate "Giveaway"; therefore there are seventeen (17) individual Giveaways held in this Sweepstakes.

Each Giveaway is subject to its own individual "Giveaway Period" defined as the length of time from the Giveaway "Start Date" and Giveaway "End Date" as follows and collectively referred to as (the "Promotion Period")

Giveaway Start Date	Giveaway End Date	<u>Time</u> Zone	Store Number	City	State	<u>Zip</u>
3/18/13	3/31/13	Pacific	9203	Las Vegas	NV	89119
3/25/13	4/7/13	Eastern	6703	South Windsor	СТ	06074
5/20/13	6/2/13	Eastern	0308	North Wales	PA	19454
7/7/13	7/20/13	Eastern	7057	Vero Beach	FL	32960
7/15/13	7/28/13	Eastern	7056	Viera	FL	32940
8/5/13	8/18/13	Eastern	0507	N. Charleston	SC	29418
				Waterford		
8/12/13	8/25/13	Eastern	7054	Lakes	FL	32838
8/19/13	9/1/13	Eastern	6702	Newington	CT	06111
9/16/13	9/29/13	Central	7405	Orland Park	IL	60462

10/7/13	10/20/13	Eastern	9358	Albany	NY	12205
10/14/13	10/27/13	Eastern	9359	Nanuet	NY	10954
11/11/13	11/24/13	Eastern	8202	Burlington	MA	01803
11/11/13	11/24/13	Eastern	0758	Potomac Mills	VA	22192
11/11/13	11/24/13	Mountain	6606	Denver	CO	80401
11/19/13	12/2/13	Pacific	6506	Tustin	CA	

Please visit <a href="http://www.bonefishgrill.com/Locator">http://www.bonefishgrill.com/Locator</a> at any time during the Promotion Period to determine the address and hours of operation for a particular Participating Location.

Each Giveaway starts at 12:00 a.m. and ends at 11:59 p.m. The time zone in which each Giveaway starts and ends will be based upon the city of the Participating Location associated with the respective Giveaway as noted above. For example: The Giveaway for Store Number 9203 starts at 12:00 a.m. Pacific Time ("PT") on 3/18/13 and ends at 11:59 p.m. PT on 3/31/13. The Giveaway for Store Number 6703 starts at 12:00 a.m. Eastern Time ("ET") on 3/25/13 and ends at 11:59 p.m. ET on 4/7/13, etc.

For each Giveaway, one (1) prize winner (each, a "Prize Winner") will be selected at random and he/she will win a prize ("Prize") as further described in the "WINNING A GIVEAWAY/NOTIFICATION" section of these Official Rules.

You may only enter one (1) Giveaway. In order to be eligible to win a Prize in the Giveaway you enter, your permanent legal US residence must be located no more than twenty-five (25) miles from the Participating Location associated with the Giveaway you are entering.

#### **OFFER DATES:**

There are seventeen (17) Offers held during the Promotion. Each Offer's Start Date and End Date directly correspond to the Start Date and End Dates associated with the seventeen (17) Giveaways. For example: The Offer associated with Store Number 9203 starts at 12:00 a.m. Pacific Time ("PT") on 3/18/13 and ends at 11:59 p.m. PT on 3/31/13, or while supplies last. The Offer associated with Store Number 6703 starts at 12:00 a.m. Eastern Time ("ET") on 3/25/13 and ends at 11:59 p.m. ET on 4/7/13, or while supplies last, etc. Each Offer will specifically end the earlier of (a) the respective Giveaway's End Date/Time; or (b) while supplies last for the respective Offer. Instructions to qualify for an Offer are further defined in the "TO ENTER" section below.

**TO ENTER**: There are two (2) ways to enter a Giveaway and qualify for the respective Offer. Regardless of the method chosen to enter the Promotion, there is a limit of one (1) entry per person, meaning you may only enter one (1) Giveaway and you may only qualify for one (1) Offer. Entry into multiple Giveaways and Offers by an Entrant will not be accepted and all associated entries will be deemed null and void. To enter a Giveaway and qualify for the respective Offer:

1. <u>Text Message:</u> Entrants must have a mobile phone with text messaging capabilities in order to enter a Giveaway via text message entry. To enter visit the Participating Location located within twenty-five (25) miles of your legal residence to receive the Giveaway's unique key word ("Keyword") via a promotional card. You can receive the promotional card while seated at your table or by inquiring directly with any Bonefish Grill® staff member without sitting at a table. Once you have received a promotional card, text the Keyword and your email address, to "27438" (the "Short Code") anytime during the respective Giveaway's Giveaway Period. Upon texting the Keyword and your email address to the Short Code, you will receive one (1) entry into the drawing associated with the respective Giveaway in which your text message was sent.

NOTE: You must include your email address in your text message. If you do not include your email address, the entry will be deemed void and you will not be eligible to win a Prize. By texting the Keyword, you are opting in to receive future communications via text message from Sponsor on Short Code 27438. Five (5) messages/mo. Message & data rates may apply. Charges may occur until opted out. Check with your carrier for more info. Text the word "STOP" to 27438 to opt out. Text the word "HELP" to 27438 for more information. Participating carriers include AT&T, T-Mobile, Sprint, Verizon Wireless, Alltel, Boost, Nextel, U.S. Cellular and Dobson.

2. **Online Entry**: Visit www.bonefishgrill.com/GrandOpening ("Website") anytime during the respective Giveaway's Giveaway Period and complete the official entry form ("Entry Form") in its entirety, including your first name, last name, birth month and day, email address, home address, city, state, zip code and mobile phone number (including

area code) which is optional. Then, using the dropdown menu provided, select the Participating Location located within twenty-five (25) miles from your residence and click the "Submit" button in order to receive one (1) entry into the drawing associated with the respective Giveaway in which you completed the Entry Form.

TO QUALIFY FOR THE OFFER: All Entrants who enter a Giveaway via one (1) of the entry methods listed above will also receive one (1) Coupon via email within forty-eight (48) hours from the time of entry, while supplies last. Limit of one (1) Coupon per Entrant and per email address, while supplies last. Submission of multiple entries to receive multiple Coupons by or on behalf of the same Entrant will result in ineligibility with respect to all entries submitted by or on behalf of the Entrant and all Coupons received by the Entrant.

In the event of a dispute regarding the identity of the person submitting an entry via text message, the entry involved will be deemed ineligible. 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 at time of entry if he/she entered online) 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. The use of any device to automate the entry process is absolutely prohibited, and any such entries and resulting Coupons shall be void. 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. Sponsor has no obligation to acknowledge receipt of or to return any entry received.

### **SWEEPSTAKES DETAILS:**

WINNING A GIVEAWAY/NOTIFICATION: One (1) Prize Winner will be randomly selected for each Giveaway from among all eligible entries received during the Giveaway's respective Giveaway Period. Each random drawing will commence within five (5) business days from the respective Giveaway's End Date. For example: The random drawing for the Giveaway associated with Store Number 9203 will take place on or about 4/5/13. The random drawing for the Giveaway associated with Store Number 6703 will take place on or about 4/12/13, etc. Odds of being selected as the Prize Winner for a Giveaway depends upon the total number of eligible entries received during the Giveaway Period for the respective Giveaway. The random drawings will be conducted 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.

POTENTIAL PRIZE WINNERS WILL BE NOTIFIED BY SPONSOR VIA EMAIL FOLLOWING THE DRAWING AND HE/SHE MUST RESPOND TO THE EMAIL CONFIRMING THEIR ACCEPTANCE OF THE PRIZE BY THE DATE INDICATED IN ORDER TO RECEIVE THE PRIZE. Sponsor will make two (2) attempts to reach a potential Prize Winner. If a potential Prize Winner cannot be reached or does not respond by the date indicated in the notification after two (2) attempts have been made, he/she will be disqualified without compensation of any kind, and an alternate Prize Winner may be selected at random from among the remaining non-winning eligible entries received during the respective Giveaway Period. If a potential prize winning notification is returned as "undeliverable" the respective potential 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 may be selected at random from among all remaining non-winning eligible entries received during the respective Giveaway Period. The awarding of the Prize (further defined in the "GIVEAWAY PRIZES" section below) will commence within eight (8) weeks from the date in which the Prize Winners are confirmed via receipt of the acceptance email.

\*GIVEAWAY PRIZES: One (1) Prize of FREE Bonefish Grill® for a Year will be awarded to each Prize Winner. Each Prize is valued at \$599.99 and will be awarded in the form of a \$599.99 Bonefish Grill® Gift Card. The approximate retail value (the "ARV") of each Prize is \$599.99. No prize substitution or cash alternative. Sponsor will not replace a lost, mutilated or stolen Gift Card. Gift Card is subject to its individual terms and conditions. Sponsor reserves the right to substitute the Prize with a prize of comparable or greater value if Prize should become unavailable for any reason. Prize is not transferable prior to award. Each Prize Winner is solely responsible for all federal, state and local taxes arising from receipt, possession, acceptance or use of the Prize. The Prize consists of only the items specifically listed as the Prize.

**PRIZE CONDITIONS:** If it is determined by the Sponsor, in its sole discretion, that a potential Prize Winner is not eligible in accordance with these Official Rules, the potential Prize Winner forfeits his/her right to the Prize and an alternate may be selected from among the remaining non-winning eligible entries received during the Giveaway Period for the respective Giveaway. In the event that a potential Prize Winner is disqualified for any reason, Sponsor and Independent

Administrator shall have no liability or obligation to such individual. Each 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 without compensation, notice or approval; and, each Prize Winner disclaims any ownership rights of such advertising/publicity/trade material (TN residents will not be required to sign a publicity release).

#### **OFFER DETAILS:**

\*\*Coupon Terms & Conditions: Each Coupon is redeemable for one (1) FREE order of Bang Bang Shrimp® off the Entrant's register receipt with the purchase of fifteen dollars (\$15.00) or more (excludes alcohol) at any participating Bonefish Grill® location (excluding alcohol). The approximate retail value (the "ARV") of each Coupon is \$8.80. Prices and product participation may vary by location. Coupon has no cash value and is not valid in conjunction with any other offer or discount. Limit of one (1) Coupon per table, per visit. Valid for dine-in only. Distribution of the Coupon belongs exclusively to authorized representatives of Bonefish Grill, LLC and/or its affiliates. Sponsor strictly prohibits the reproduction of the Coupon in any form or the sale or exchange of it in any forum. Each Coupon expires sixty (60) days after the respective Giveaway's Start Date. For example: A Coupon received from the Offer associated with Store Number 9203 will expire sixty (60) days from the Start Date of the respective Giveaway (which is 3/18/13); therefore, the expiration date of such Coupon is 5/17/13. Coupons are subject to verification by Sponsor, Managing Partners, and their representatives. Coupons are null and void and will be rejected if not obtained through authorized, legitimate channels. Such authorized, legitimate channels do not include (among other means) purchasing Coupons online or at live auctions. If any part of a Coupon is counterfeited, or if any part is illegible, mutilated, or tampered with in any way, or if a Coupon contains or reflects printing, typographical, mechanical, or other errors, the Coupon will be rejected and deemed void and invalid. Incomplete, mechanically reproduced, automated, and/or duplicate Coupons are not permitted and will be deemed void and invalid.

**Coupon Redemption:** To redeem the Coupon, Entrant's must print the Coupon and bring it with them to any participating Bonefish Grill® location within the fifty (50) United States and the District of Columbia. Once submitted for redemption, all Coupons become the property of Sponsor and will not be returned.

**GENERAL CONDITIONS:** Should any portion of the Promotion 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 Promotion and conduct the Sweepstakes/Offer 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 (only such eligible Entrants will receive the Coupon while supplies last). 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 Promotion 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 PROMOTION 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. Neither Sponsor nor any other Released Party (defined below) is responsible for lost, late, incomplete, stolen, misdirected or illegible entries or Coupons, or for any incorrect or inaccurate information, whether caused by Entrants, tampering, or by any of the equipment or programming associated with or utilized in the Promotion, and neither Sponsor nor any Released Party assumes responsibility for any error, omission, defect, theft, destruction, or unauthorized access to the materials related to the Promotion. In the event that any item, product, or service cannot be redeemed via the Coupon for any reason, or any Entrant is not capable of redeeming his/her Coupon for any reason, Sponsor and Released Parties shall not be obligated to award any item, product, or service, and Sponsor and Released Parties reserve the right, in their sole discretion, whether to substitute the item, product, or service (or any portion thereof) with an item, product, or service of comparable or greater value or cash value. No groups, clubs, newsletters, or organizations may reproduce or distribute any portion of these Terms and Conditions to their members. and anyone who participates in the Offer through means not permitted by these Terms and Conditions is subject to disqualification.

**RELEASE**: By participating in this Promotion, Entrants agree to release and hold harmless Sponsor and its 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, Hyphos 360, Inc. dba AccuData Integrated Marketing, Velti, consultants and legal advisors (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Promotion or receipt, redemption or use of any Prize and/or Coupon.

LIMITATIONS OF LIABILITY: The Released Parties are not responsible for: (i) unauthorized human intervention in any part of the entry process or the Promotion; (ii) electronic or human error which may occur in the administration of the Promotion 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 Promotion or from the receipt, use or misuse of any Prize; (iv) any printing or typographical errors in any Promotion-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 (including Entrant's particular wireless device carrier network), hardware or software; (vii) Entrant's inability to connect to his/her particular mobile device carrier network for any reason, including due to poor carrier reception and/or signal strength at any particular location; and (viii) any text messaging fees Entrants may be charged by a wireless carrier for sending and/or receiving text messages over its network. Entrants should consult their wireless device carrier for the applicable rates and fees charged for such text messaging/data plan wireless services. Proof of messaging the Short Code is not considered proof of delivery to or receipt by Sponsors of such vote. All federal, state and local regulations apply.

**DISPUTES:** Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize and/or Coupon 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 Promotion, 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 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 Promotion, 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 http://www.bonefishgrill.com/Content/privacy.

**SWEEPSTAKES WINNER'S LIST/RULES REQUEST**: For the names of the Prize Winners, or a copy of these Official Rules, please submit a self-addressed, stamped envelope by January 31, 2014 to "Free Bonefish For a Year 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 Promotion Period.

**SPONSOR:** Bonefish Grill, LLC, 2202 North West Shore Boulevard, 5<sup>th</sup> Floor, Tampa, FL 33607.