

Bonefish Grill® “Triple Bang Dares” Contest Official Rules

DATES OF CONTEST: The Bonefish Grill® “Triple Bang Dares” Contest (the “Contest”) begins at 9:00 a.m. Eastern Time (“ET”) on September 29, 2013 and ends at 11:59 p.m. ET on November 9, 2013 (the “Contest Period”). Contest Period is subject to the entry periods outlined in the “ENTRY PERIODS” section below.

ELIGIBILITY: The Contest 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 “Contestant”). Officers, directors, managers and employees of Bonefish Grill, LLC, (the “Sponsor”), and its parent, 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 Contest, including National Sweepstakes Company, LLC (the “Independent Administrator”), are not eligible to participate. Contest is subject to all federal, state and local laws and regulations. Contest 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 Contest constitutes Contestant’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 Contest. 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 Contest are ineligible to participate or win a prize (“Prize”).

ENTRY PERIODS: There will be six (6) weekly entry periods (each an “Entry Period”) held during the Contest Period. Each Entry Period will start at 9:00 a.m. ET on the Entry Period Start Date (defined below) and end at 11:59 p.m. ET on the Entry Period End Date (defined below). The six (6) Entry Periods are:

	“Entry Period Start Date”	“Entry Period End Date”
First	September 29, 2013	October 5, 2013
Second	October 6, 2013	October 12, 2013
Third	October 13, 2013	October 19, 2013
Fourth	October 20, 2013	October 26, 2013
Fifth	October 27, 2013	November 2, 2013
Sixth	November 3, 2013	November 9, 2013

OBJECTIVE: During this Contest, the Sponsor will post a dare (the “Dare”) at 9:00 a.m. ET on the start date of each Entry Period. *For example, the Dare for the first Entry Period will be posted at 9:00 a.m. ET on September 29, 2013; the Dare for the second Entry Period will be posted at 9:00 a.m. on October 6, 2013, etc.* The objective of the Contest is to execute the Dare by following the Dare instructions and sharing your Dare to one of the social networks noted below in the form of a photograph (“Photo”) or video (“Video”). For each Entry Period, one (1) prize winner (each, a “Prize Winner”) will be determined based upon the highest scoring Dare shared during the respective Entry Period as depicted in the Photo or Video. See the “TO ENTER” and “JUDGING/WINNING” sections below for complete details. **Limit of one (1) entry per Contestant per Entry Period.** Non-winning eligible entries from previous Entry Periods will not carry over and be eligible to win in subsequent Entry Periods. In order to be eligible for the opportunity to win in each Entry Period, Contestants must enter each Entry Period separately.

TO ENTER: To enter the Contest during an Entry Period, visit www.bonefishgrill.com/dare (the “Website”) to access the respective Entry Period’s Dare. Then, take a Photo or Video depicting your execution of the Dare and share the Photo or Video via one of the social networks below. All Photos and Videos must be shared in compliance with the regulations of the social network in which the Photo or Video is being shared.

Twitter®: Take a Photo depicting your execution of the Dare for the respective Entry Period. Then, using the hashtag #TripleBangDare in the tweet, upload the Photo on Twitter® to receive your entry into the Contest. If you are uploading a Video via Twitter®, take a Video using a 3rd party application depicting your execution of the Dare for the respective Entry Period. Then tweet the link to the Video hosted on the 3rd party application with the hashtag #TripleBangDare. ***Photos shared on Twitter® must be a file size of 3 MB or less. Videos shared on Twitter® must be hosted on a 3rd party application and provided via a URL to the Video.***

Instagram®: Take a Photo or Video depicting your execution of the Dare for the respective Entry Period using the camera device in Instagram®. Then, using the hashtag #TripleBangDare in the caption, upload the Photo on Instagram® to receive your entry into the Contest. ***If you elect to upload a Video to Instagram®, the Video must be created within the Instagram® platform. Instagram® Videos must be no more than fifteen (15)***

seconds long. Instagram® Photos must be no greater than 612x612 pixels or 1936x1936 pixels (depending upon the mobile device you are using).

Vine™: Create a Video depicting your execution of the Dare for the respective Entry Period using the Vine™ platform. After you have recorded your Video, incorporate the hashtag #TripleBangDare and follow the instructions to upload your Video to receive your entry into the Contest. ***If you elect to upload a Video to Vine™, the Video must be created within the Vine™ platform. Vine™ Videos must be no more than six (6) seconds long.***

Regardless of the social network used to submit your Photo or Video, you must include the hashtag “#TripleBangDare” for your entry to be considered eligible in this Contest. A Photo or Video: (a) containing general obscene, lewd, crude, vulgar, profane, defamatory or inappropriate images or text, including nudity, act of violence or acts that appear to cause harm; (b) containing other offensive content and/or any content expressing explicit, graphic or excessive indecent content that is or could be considered inappropriate, unsuitable or offensive; and/or (c) containing and displaying third-party brands prominently and intentionally, or any materials that violate or infringe (or may infringe) any copyright, trademark, logo, or other mark that identifies a brand, entity or other proprietary right of any person living or deceased, including but not limited to rights of privacy or publicity or portrayal in a false light as determined by Sponsor, in its sole discretion, shall be disqualified from the Contest. All Photos and Videos are subject to verification by the Sponsor. Sponsor reserves the right to PERMANENTLY DELETE a Photo or Video with offensive content or material that it feels inappropriate in any way. Each Photo or Video submitted must be an original work, never previously published, manufactured or produced. The Video and Photo must not infringe on any third party copyrights or other rights. Late Entries or Entries sent via any other method will not be accepted. Sponsor is not responsible for the quality of any Photo or Video submitted. All Photos and Videos submitted shall become the exclusive property of the Sponsor and will not be returned. By submitting a Photo or Video, Contestants grant Sponsor a non-exclusive, transferable, royalty free, worldwide license to use the Photo or Video. Sponsor has no obligation to acknowledge receipt of or to return any Photo or Video shared. Photos and/or Videos that: (a) are determined by Sponsor in its 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 Contestant him/herself or the Dare; (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 its sole discretion, will not be eligible. Contestants warrant and represent that their Photo or Video is solely their original work, has not been copied (in whole or in part) from any other source and that their Photo or Video does not 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 disqualify any Contestant if Sponsor suspects that Contestant's Photo or Video violates the legal rights of any third party. Sponsor will not verify receipt of Entries for Contestants.

Any attempt by a Contestant to obtain more than the stated number of entries by using multiple/different identities, and/or any other methods will void that Contestant's entries and that Contestant may be disqualified from the Contest. 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 social network account is registered (based upon the method used to share the Photo or Video) (the “Authorized Account Holder”). The Authorized Account Holder is the natural person who is assigned to the account of the social network used to share the Photo or Video. 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. *This Contest is in no way sponsored, endorsed or administered by, or associated with Twitter®, Instagram® or Vine™.*

JUDGING / WINNING: A total of sixty (60) Prize Winners will be selected in this Contest. Ten (10) Prize Winners will be selected for each Entry Period from among all eligible entries received during the respective Entry Period, on or about the dates below:

	“Judging Date” (on or about)
First	October 7, 2013
Second	October 14, 2013
Third	October 21, 2013
Fourth	October 28, 2013
Fifth	November 4, 2013
Sixth	November 11, 2013

On or about each of the aforementioned Judging Dates, each eligible entry will be judged by a Sponsor representative ("Judge") on the basis of the following criteria: (a) Execution of the Dare (50%); (b) Creativity in executing the Dare (40%); and (c) clarity in the Video or Photo that depicts the Dare (10%). For each Entry Period, the ten (10) Contestants whose Dares receive the highest cumulative score by the Judge will be considered the respective Prize Winners for the Entry Period. In the event of a tie, the entries involved will be re-judged by an additional Judge who will serve as a tiebreaker and evaluate such tied entries according to the criteria listed above. The judging of entries and the awarding of the Prizes will be conducted by a representative of the Sponsor, whose decisions are based upon their sole discretion and interpretation of these Official Rules and are final and binding in all respects.

NOTIFICATION: POTENTIAL PRIZE WINNERS WILL BE NOTIFIED BY THE SPONSOR VIA THE SOCIAL NETWORK FOR WHICH THE POTENTIAL PRIZE WINNER INITIALLY ENTERED THE CONTEST ("Notification"). All Notifications will be sent immediately upon determination of each Entry Period's ten (10) Prize Winners. Upon receipt of the Notification, each potential Prize Winner must submit his/her first name, last name, mailing address, city, state, zip code, telephone number (including area code), confirm he/she is 18 years of age or older and submit his/her email address for purposes of verification and shipping of 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 will be selected based upon the next highest scoring Dare received during the respective Entry Period. If a Notification is returned as "undeliverable", or if the potential Prize Winner fails to supply all of the information requested within the Notification, the respective potential Prize Winner forfeits his/her right to the Prize, Sponsor shall have no obligation to such individual, and an alternate Prize Winner will be selected based upon the next highest scoring Dare received during the respective Entry Period. The awarding of the Prizes will commence within eight (8) weeks or less from the date in which all Prize Winners have responded to the Notification and been verified.

PRIZES/PRIZE CONDITIONS: There will be a total of sixty (60) Prizes awarded in the Contest. Each Prize consists of an \$80 Bonefish Grill® Gift Certificate ("Gift Certificate"). The approximate retail value ("ARV") of each Prize is \$80.00. **The total ARV of all Prizes to be awarded per Entry Period is \$800.** Each Gift Certificate is redeemable at any Bonefish Grill® located within the fifty (50) United States and the District of Columbia and is subject to Gift Certificate terms and conditions. Gift Certificate excludes gratuity. There will be no prize substitution or cash redemption of Prizes. Sponsor will not replace any lost, mutilated or stolen Gift Certificates. 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 Contest Period, Prizes shall be limited to one (1) per person/household.** No more than the number of Prizes set forth in these Official Rules will be awarded. 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 material without compensation, notice or approval; and Prize Winners disclaim any ownership rights of such advertising/publicity/trade material (residents of TN are not required to sign a publicity release). **ALL ENTRIES SHALL BECOME THE PROPERTY OF THE SPONSOR AND WILL NOT BE RETURNED. ENTRIES MAY BE REPRODUCED AND DISTRIBUTED AT SPONSOR'S SOLE CHOOSING. PRIZE WINNERS GRANT SPONSOR A NON-EXCLUSIVE, TRANSFERABLE, ROYALTY FREE, WORLDWIDE LICENSE TO USE AND EXPLOIT THE ENTRY TO PROMOTE THEIR PRODUCTS AND SERVICES WITHOUT ANY NOTICE OR COMPENSATION.**

GENERAL CONDITIONS: Should any portion of the Contest 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 Contest and conduct the Contest 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 Contest 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 CONTEST 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 Contest, Contestants agree to release and hold harmless Sponsor, Twitter, Inc., Instagram, LLC., 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, consultants and legal advisors (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt, redemption or use of any Prize.

LIMITATIONS OF LIABILITY: The Released Parties are not responsible for: (a) unauthorized human intervention in any part of the entry process or the Contest; (b) electronic or human error which may occur in the administration of the Contest or the processing of entries; (c) 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, from Contestant's participation in the Contest or from the receipt, use or misuse of any Prize; (d) any printing or typographical errors in any Contest-related materials; (e) stolen, lost, late, misdirected, corrupted, incomplete, or indecipherable entries; or (f) 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, Contestant agrees that: (1) whenever Contestant has a disagreement with Sponsor arising out of, connected to, or in any way related to these Official Rules and/or the Contest, Contestant will send a written notice to Sponsor ("Demand"). Contestant agrees that the requirements of this section will apply even to disagreements that may have arisen before Contestant participated in the Contest. Contestant must send any Demand to the following address (the "Notice Address"): Bloomin' Brands, Inc., Attn: Chief Legal Officer, 2202 N. West Shore Blvd., Suite 500, Tampa, FL 33607; (2) Contestant will not take any legal action, including filing a lawsuit or demanding arbitration, until ten (10) business days after Contestant sends this Demand. If Sponsor does not resolve this disagreement to Contestant's satisfaction within ten (10) business days, and Contestant intends on taking legal action, Contestant agrees that Contestant will file a demand for arbitration with the American Arbitration Association (the "AAA"). Please note that for any such filing of a demand for arbitration, Contestant must effect proper service under the rules of the AAA, and that notice to the Notice Address may not suffice. If, for any reason, the AAA is unable to provide the arbitration, Contestant may file his/her case with any national arbitration company. The arbitrator shall apply the AAA Consumer-Related Disputes Supplementary Procedure as effective September 15, 2005. Contestant agrees that the arbitrator will have sole and exclusive jurisdiction over any dispute Contestant has with Sponsor. Contestant understands that the Federal Arbitration Act allows for the enforcement of arbitration agreements, and Contestant agrees that it applies; (3) Contestant will not file any lawsuit against Sponsor in any state or federal court. Contestant waives any right to a trial by a jury or a state or federal judge. Contestant agrees that if Contestant does sue Sponsor in state or federal court, and Sponsor brings a successful motion to compel arbitration, Contestant must pay all fees and costs incurred by Sponsor in court, including reasonable attorney's fees. Contestant will not file a class action or collective action against Sponsor, and Contestant will not participate in a class action or collective action against Sponsor. Contestant will not join his/her claims to those of any other person; (4) Notwithstanding any other provision in these Official Rules, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into. Any dispute at that time in arbitration will be dismissed without prejudice and refiled exclusively in the United States District Court for the Middle District of Florida, Tampa Division, or in the Circuit Court in and for Hillsborough County, Florida. Under no circumstances does Contestant or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration; (5) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (6) under no circumstances will Contestant be permitted to obtain awards for, and Contestant 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 Contestant and Sponsor in connection with the Contest, 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.

Sponsor agrees that it will not file a class or collective action against Contestant, and that Sponsor will not participate in a class or collective action against Contestant, for any disagreement arising out of, connected to, or in any way related to these Official Rules and/or the Contest. Sponsor agrees that it will submit all disputes with Contestant to arbitration before the AAA.

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

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 December 31, 2013 to Bonefish Grill® "Triple Bang Dares" Contest (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 during the Contest Period.

SPONSOR: Bonefish Grill, LLC, 2202 North West Shore Boulevard, 5th Floor, Tampa, FL 33607. *This Contest is in no way sponsored, endorsed or administered by, or associated with Twitter®, Instagram®, or Vine™.*

Twitter® is a registered trademark of Twitter, Inc., Instagram® is a registered trademark of Instagram, LLC and Vine™ is a trademark of Twitter, Inc.