

Bonefish Grill® “Free Chocolate Croissant” Offer

TERMS & CONDITIONS

1. Eligibility: The Bonefish Grill® “Free Chocolate Croissant” Offer (“Offer”) is open and offered only to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older as of October 12, 2012 (“Eligible Participants”). Employees, officers, directors, or representatives of Bonefish Grill of Florida, LLC (“Sponsor”), and its parent, subsidiaries, affiliates, all of its advertising, promotion, or fulfillment agencies, promotional partners, and entities associated with or involved in the development, implementation, or handling of this Offer (collectively, the “Promotion Entities”) which includes Thuzi, LLC and Hyphos 360, Inc. dba AccuData Integrated Marketing are not eligible to participate in the Offer. Offer is void in Puerto Rico, outside the fifty (50) United States and the District of Columbia and where restricted or prohibited by law.

2. Offer Period: The Offer begins at 12:00:01 P.M. Eastern Time (“ET”) on October 12, 2012 and ends at 11:59:00 P.M. ET on November 16, 2012 (“Offer Period”), **or while supplies last.** Eligible Participants who qualify for the Offer as outlined in the “How To Qualify” section below, will receive one (1) coupon redeemable at any participating Bonefish Grill location within the fifty (50) United States for a Free Chocolate Croissant (“Coupon”), while supplies last.

3. How to Qualify: Eligible Participants must go to www.facebook.com/bonefishgrill (“Website”) and follow the directions to qualify for this Offer. Specifically, Eligible Participants will (if not already a fan of the Bonefish Grill Facebook page) click on the “Like” button in order to become a fan of the Bonefish Grill page and complete the registration form in its entirety, including your first name, last name, birth month and day, email address, zip code and mobile phone number (including area code) which is optional and check the box confirming you are 18 years of age or older. Then click the “Next” button and select your favorite Bonefish Grill location. Upon clicking the “Next” button and after sharing this Offer with your friends (if desired), Eligible Participants will receive one (1) Coupon via email, while supplies last. **Limit one (1) Coupon per Eligible Participant and per email address. Submission of multiple registrations to receive multiple Coupons by or on behalf of the same Eligible Participant will result in ineligibility with respect to all registrations submitted by or on behalf of the Eligible Participant and all Coupons received by the Eligible Participant.** The use of any device to automate the registration process is absolutely prohibited, and any such registrations and resulting Coupons shall be void. *This Offer is in no way sponsored, endorsed or administered by, or associated with Facebook®.*

4. Coupon Redemption: The Coupon will include the Eligible Participant’s full name and email address. To redeem the Coupon, Eligible Participants must print the Coupon and bring it with them to any participating Bonefish Grill located within the fifty (50) United States that serves Brunch. The Coupon is redeemable for Brunch which is served on Sundays only from 11:00 A.M. to 2:00 P.M. Upon presenting the Coupon for redemption, Eligible Participants may be asked to provide a valid government-issued photo identification (“ID”) to the Managing Partner

or employee who requests it at the time of redemption, and if ID is requested, the name on the Coupon and ID must match for redemption of the Coupon. In the event of a dispute regarding the identity of the Eligible Participant submitting the Coupon, the Coupon will be deemed to be submitted by the Eligible Participant in whose name the Coupon is issued, subject to that Eligible Participant's ability to provide a valid government-issued photo ID to the Managing Partner or employee who requests it at the time of redemption of the Coupon, in Sponsor's or Managing Partners' sole discretion. Once submitted for redemption, all Coupons become the property of Sponsor and will not be returned.

5. Coupon Terms & Conditions: Each Coupon is redeemable for a Free Chocolate Croissant at participating Bonefish Grill locations that serve brunch. The approximate retail value (the "ARV") of each Coupon is \$4.00. Coupon has no cash value and is not valid in conjunction with any other offer. Limit of one (1) Coupon per table, per visit. Distribution of the Coupon belongs exclusively to authorized representatives of Bonefish Grill of Florida, LLC and/or its affiliates. Sponsor strictly prohibits the reproduction of the Coupon or the sale or exchange of it in any forum. Prices and product participation may vary by location. **Coupon Expires November 18, 2012.** 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.

6. Privacy: Sponsor may collect personal data from Eligible Participants when they submit their registration form to qualify for this Offer, and this information will be used for the purposes of administering the Offer, publicizing the Offer, and for other promotional purposes that benefit Sponsor and its affiliates. Information collected from Eligible Participants is subject to the Sponsor's Privacy Policy located at <http://www.bonefishgrill.com/Content/privacy>.

7. General Conditions: Neither Sponsor nor any other Released Party (defined below) is responsible for lost, late, incomplete, stolen, misdirected, or illegible registrations or Coupons, or for any incorrect or inaccurate information, whether caused by Eligible Participants, tampering, or by any of the equipment or programming associated with or utilized in the Offer, 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 Offer. Sponsor reserves the right, at its sole discretion, to disqualify any individual found to be tampering with the registration process or the operation of the Offer, to be acting in violation of these Terms and Conditions; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other Eligible Entrant / person. In such event(s), Sponsor reserves the right (in addition to disqualification of such individual) to seek damages from any such person to the fullest extent permitted by law. If for any reason the Offer is not capable of running as planned by reason of, but not limited to, tampering, unauthorized intervention, actions by Eligible Participants, fraud, or any other causes which, Sponsor, in its sole opinion, deems could corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Offer,

or the Offer is otherwise not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Offer. If such malfunction, error, disruption, or damage occurs, and it impairs the administration, security, fairness, integrity, or proper qualification of the Offer, Sponsor may, in its sole discretion, suspend or terminate the Offer or any portion thereof by posting a notice on the Website. In the event that any item, product, or service cannot be redeemed for any reason, or any Eligible Participant 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.

8. Release: By participating in this Offer, Eligible Participants agree to release, indemnify, and hold harmless, the Promotion Entities, Facebook®, and each of their officers, directors, owners, employees, agents and affiliates (collectively, the “Released Parties”), from any and all liability for any injuries, loss, harm, damage, cost, or expense of any kind to any person(s), including, without limitation, property damage, personal injury, and/or death, arising in whole or in part, directly or indirectly, from acceptance, possession, use, and/or misuse of a Coupon or participation in this Offer or any Offer-related activity and for any claims based on publicity rights, defamation, or invasion of privacy.

9. Limitation of Liability: EXCEPT WHERE PROHIBITED, ELIGIBLE PARTICIPANTS AGREE THAT: (1) ALL ITEMS, PRODUCTS, AND SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT; (2) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS OFFER OR ANY ITEM REDEEMED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (3) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH PARTICIPATING IN THIS OFFER BUT IN NO EVENT ATTORNEYS’ FEES; AND (4) UNDER NO CIRCUMSTANCES WILL ELIGIBLE PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ELIGIBLE PARTICIPANT HEREBY WAIVES ALL RIGHTS TO CLAIM INDIRECT, PUNITIVE, INCIDENTAL, 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. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

10. Agreement to Terms and Conditions: By participating in the Offer, each Eligible Participant fully and unconditionally agrees to and accepts these Terms and Conditions and the decisions of Sponsor and Promotion Entities (including but not limited to Managing Partners’ and their employees handling Coupon redemption), which are final and binding in all matters

relating to the Offer. By participating in the Offer, each Eligible Participant waives any right to claim ambiguity in these Terms and Conditions. The failure or delay by Sponsor or Promotion Entities in enforcing any particular clause, provision, or aspect of these Terms and Conditions shall not impact the validity, enforceability, or effect of any other clause, provision, or aspect of these Terms and Conditions.

11. Choice of Law: All issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms and Conditions, or the rights and obligations of Eligible Participant and/or Sponsor in connection with the Offer, shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to conflicts of law/choice of law doctrine of Florida or any other jurisdiction, and all proceedings shall take place 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. Eligible Participant agrees to the jurisdiction of such courts and waives any right to change of venue or any like right.

12. Terms and Conditions: Terms and Conditions for this Offer are available by clicking on the link provided during the qualification/registration process described herein.

13. Sponsor: Bonefish Grill of Florida, LLC, 2202 N. West Shore Blvd., 5th Floor, Tampa, FL 33607. *This Offer is in no way sponsored, endorsed or administered by, or associated with Facebook®.*

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