## SHANE'S RIB SHACK 8<sup>th</sup> ANNUAL RIB GIVEAWAY OFFICIAL RULES



## NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. Eligibility: The Shane's Rib Shack 8<sup>th</sup> Annual Rib Giveaway (the "Giveaway") is open only to legal residents of the 50 United States and Washington, D.C. who are 13 years of age, as of April 29, 2017. Employees of Shane's Rib Shack ("Sponsor") and its affiliates, subsidiaries, advertising and promotion agencies and suppliers that are involved in this Giveaway (collectively, the "Sponsor Parties"), and each of their immediate family members (mother, father, sister, brother, husband, wife, daughter, son, step-father, step-mother, step-daughter, step-son, step-brother, step-sister, half-brother, and half-sister) and/or those living in the same household of each are not eligible to participate or win any prize. Void where prohibited by law. \*\*The Grand Prize drawing is limited to persons age 18 and older. Residents of Florida and New York are not eligible to enter for Grand Prize Drawing. (See Section 5 for full details regarding Grand Prizes).\*\*

2. How to Participate: Arrive at a participating Shane's Rib Shack Restaurant ("Restaurant") on April 29, 2017 (the "Giveaway Period"). Giveaway line begins at 8:00 AM. The first 101 eligible persons ("Participants") to arrive at the Restaurant during the Giveaway Period will receive a Giveaway Prize (as described below) subject to compliance with these Official Rules. The odds of receiving a Giveaway Prize depend on the number of eligible persons who participate in the Giveaway at each Restaurant. Giveaway Prize winners will be determined on a first come, first serve basis. See Restaurant for additional rules and restrictions. For full list of participating Restaurants, visit www.shanesribshack.com/8thAnnualRibGiveaway

**3. Giveaway Rules.** Participants may be required to remain in a designated area and/or queue while at the Restaurant. Exceptions are made for short bathroom breaks and/or to comply with any applicable legal requirement, or otherwise in the sole discretion of Sponsor. Participants may be required to wear a t-shirt or similar marker in Sponsor's discretion. No illegal drugs or alcohol are permitted at the Restaurant at any time. Anyone under the influence of alcohol or illegal drugs will be disqualified from the Giveaway and will be required to leave the Restaurant immediately. Sponsor may restrict or prohibit the possession of certain other items at any Restaurant in its sole discretion.

4. Giveaway Prize: Subject to complying with these Official Rules, the eligible Participants will receive the following: one ½ rack of Baby Back Ribs, one special edition Rib Giveaway t-shirt, and one 20 oz. beverage (the "Prize"). Limit one (1) Prize per person. Approximate retail value of the Prize is \$21.70. Prizes may not be sold, offered for sale, assigned, transferred, offered for transfer, photocopied, duplicated, or redeemed or exchanged for cash, except by Sponsor, in its sole and absolute discretion, which reserves the right to substitute Prizes with a prize of comparable or greater value if underlying food products become unavailable for any reason. With regard to the coupon portion of any Prize, please note the following: you must present and surrender the coupon to get the offer; coupons are void where restricted, prohibited or taxed; coupons not transferable, including via electronic means; no copies (electronic or print), facsimiles or photographs accepted; coupons may not be combined with any other promotion or offer; no cash refunds are given for coupons; coupons may not be accepted at some Shane's Rib Shack restaurants; any other use of coupons constitutes fraud; and coupon redemption is subject to review and verification. Each Participant is solely responsible for any applicable taxes and unspecified expenses associated with a Prize. In the event that the Giveaway is cancelled or preempted for any reason, including weather, no rain checks, exchanges, substitution or cash replacement value of a Prize will be provided. Residents of Florida and New York are not eligible to enter for Grand Prize Drawing.

5. Grand Prize Drawing. Each Participant (age 18 and older and excluding residents of Florida & New York) will also be entered into the Grand Prize drawing for the chance to win a cash prize equal to \$2,500 ("Grand Prize"). Odds of winning a Grand

Prize are 5:6363. To be entered into the Grand Prize Drawing, each eligible participant will submit his/her first name, last name, and phone number into the sanctioned drawing entry device provided at the Shane's Rib Shack Restaurant. Exactly five (5) Grand Prizes will be awarded by random drawing on or about April 29th, 2017, from among all eligible entries received. The drawing will be conducted by Sponsor's designated agent, PlumReward, LLC. The Grand Prize winner will be notified by telephone, or as determined by Sponsor. It is the sole responsibility of Participant to notify Sponsor if his/her contact information changes. Grand Prize winner may be required to sign an affidavit of eligibility and release of publicity/liability ("Affidavit") (where legal) within two (2) days. If a potential winner cannot be contacted via the telephone number provided within two (2) days (or other time period noted by Sponsor) of the first attempt to contact him/her, or if he/she fails to return the signed Affidavit within two (2) days (or other time period noted by Sponsor), or if the potential Grand Prize winner is deemed ineligible for any other reason in Sponsor's sole discretion, the potential Grand Prize winner will be disqualified and an alternate Grand Prize winner will be selected in his/her place by random drawing amongst all remaining eligible entries received. Winner is solely responsible for all applicable taxes and unspecified expenses associated with a Grand Prize.

6. **Publicity:** Except where and as may be prohibited by law, participation in the Giveaway and acceptance of a prize constitutes express permission by Sponsor, and those acting pursuant to the authority of Sponsor, to use such Participant's name, photograph, image, likeness, voice, opinions, hometown, and/or state for advertising, trade, promotion, and publicity purposes in all forms of media now known or hereafter discovered or devised, worldwide in perpetuity, without further notice, review or approval, or compensation. If you do not agree to these terms, you should not participate in the Giveaway.

7. General Conditions: All federal, state, and local laws and regulations apply. Neither Sponsor nor any other Sponsor Party is responsible for lost, late, incomplete, stolen, misdirected, illegible, or incomplete entries, or for any incorrect or inaccurate information, whether caused by Sponsor Parties, tampering, or by any of the equipment or programming associated with or utilized in the Giveaway, and neither Sponsor nor any Sponsor Party assumes responsibility for any error, omission, defect, theft, destruction, or unauthorized access to the materials related to the Giveaway. Sponsor reserves the right, in its sole discretion, to disqualify any Participant found to be tampering with the entry process or the operation of the Giveaway, to be acting in violation of these Official Rules, or to be acting illegally or in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. In such event(s), Sponsor reserves the right (in addition to disqualification of such Participant) to seek damages from any such Participant to the fullest extent permitted by law. If, for any reason, the Giveaway is not capable of running as planned by reason of, but not limited to, tampering, unauthorized intervention, actions by persons, weather, acts of God. fraud, or any other causes which, Sponsor, in its sole opinion, deems could corrupt or affect the administration, safety, security, fairness, integrity, or proper conduct of the Giveaway, or the Giveaway is otherwise not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Giveaway. If the Giveaway or any portion of the Giveaway is terminated before the end of the Giveaway Period, Sponsor may, in its sole discretion, elect to award prizes to all Participants. In the event that a prize cannot be awarded for any reason, or if a Participant is not capable of redeeming the prize for any reason, Sponsor shall not be obligated to award any such prize, and Sponsor reserves the right, in its sole discretion, whether or not to substitute a prize (or portion of prize) with a prize of comparable or greater value or cash value. If, for any reason, more than the stated number of prizes are available and/or claimed, Sponsor reserves the right, in its sole discretion, to award more than the stated number of prizes. A person is not a Participant until he or she has fully complied with these Official Rules. A prize is not exchangeable for cash, merchandise, or services except as stated on the coupon, as applicable. No groups, clubs, newsletters, or organizations may reproduce or distribute any portion of these Official Rules to their members, and anyone who participates in the Giveaway through means not permitted by these Official Rules is subject to disqualification.

8. Release: By participating in this Giveaway, the Participant agrees to release, indemnify, and hold harmless the Sponsor 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 Prize or Grand Prize, participation in this Giveaway or any Giveaway-related activity, being present at the Restaurant for the Giveaway, and for any claims based on publicity rights, defamation, or invasion of privacy.

**9. Limitation of Liability:** Except where prohibited, the Participants agree that: (1) any and all disputes, claims, and causes of action arising out of or in connection with this Giveaway, or any prize awarded, or the determination of a winner, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) under no circumstances will the Participant be permitted to obtain awards for, and the Participant hereby waive any and all rights to claim punitive, incidental, consequential, and any other damages, other than for actual out-of-pocket expenses, and Participant hereby waives any and all rights to have damages multiplied or otherwise increased.

**10. Agreement to Official Rules:** By participating in the Giveaway, each Participant fully and unconditionally agrees to and accepts these Official Rules and the decisions of Sponsor (including but not limited to Sponsor's employee(s) handling prize awards), which are final and binding in all matters relating to the Giveaway. By participating in the Giveaway, each Participant waives any right to claim ambiguity in these Official Rules. The failure or delay by Sponsor in enforcing any particular clause,

provision, or aspect of these Official Rules shall not impact the validity, enforceability, or effect of such clause, provision or aspect, or any other clause, provision, or aspect of these Official Rules.

11. Choice of Law: All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Participant and/or Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Georgia without regard to conflicts of law/choice of law doctrine of Georgia or any other jurisdiction, and all proceedings shall exclusively take place in the United States District Court for the Northern District of Georgia, or Georgia State Court located in Atlanta, Georgia. The Participant agrees to the jurisdiction of such courts and waive any right to change of venue or any like right.

**12. Disclosure of Winners:** For a disclosure of Grand Prize winners, mail the request with a self-addressed stamped envelope for receipt within 3 months of the end of the Giveaway Period to: Shane's Rib Shack 8<sup>th</sup> Annual Rib Giveaway Winners List, 829 Fairways Court, Suite 200, Stockbridge, GA 30281.

## **PARTICIPATING LOCATIONS LIST:**

8 North Point		Enterprise	AL	36330
3984 Atlanta Hwy		Montgomery	AL	36109
9404 West Westgate Blvd.	Suite C-101	Glendale	AZ	85305
2501 West Happy Valley Road	Suite 50-1280	Phoenix	AZ	85085
2240 NW 19th Street		Boca Raton	FL	33431
2429 N. Atlantic Ave	Suite 43	Daytona Beach	FL	32118
3707 Gulf Breeze Pkwy		Gulf Breeze	FL	32563
5037 Hwy 90		Расе	FL	32571
10100 Hutchison Blvd		Panama City Beach	FL	32407
11051 Southern Blvd.	Suite 150	Royal Palm Beach	FL	33411
680 US 29 Highway North	Ste 200	Athens	GA	30601
3155 Cobb Parkway		Atlanta	GA	30339
1221 Caroline St		Atlanta	GA	30307
123 Perimeter Center West	Suite 400	Atlanta	GA	30346
534 College Drive		Barnesville	GA	30204
916 Loganville Hwy, Suite 390		Bethlehem	GA	30620
315 Village at Glynn Place		Brunswick	GA	31525
4504 Old Highway 5	Suite 101	Canton	GA	30115
2864 E. Cherokee Dr.		Canton	GA	30115
1141 Bankhead Hwy		Carrollton	GA	30116
7529 Veterans Pkwy		Columbus	GA	31909
2890 GA Highway 212		Conyers	GA	30094
11162 Highway 142 North		Covington	GA	30014
5340 Hwy 20 S		Covington	GA	30016
2750 Chapel Hill Road	Suite 1400	Douglasville	GA	30135
289 Highland Crossing		Ellijay	GA	30540
4446 Washington Rd.		Evans	GA	30809
8055 Senoia Rd.	Suite 200	Fairburn	GA	30213
805 S Glynn Street	Suite 109	Fayetteville	GA	30214
5877 Spout Springs Rd.	Suite D500	Flowery Branch	GA	30542
1424 N. Expressway	Suite 114	Griffin	GA	30223
300 West General Screven Way		Hinesville	GA	31313
388 Highway 82 South		Jefferson	GA	30549

2609 Peachtree Parkway		Johns Creek/Suwanee	GA	30024
4835 Sugarloaf Pkwy.		Lawrenceville	GA	30044
4980 Bill Gardner Parkway		Locust Grove	GA	30248
4743 Atlanta Hwy.		Loganville	GA	30052
2788 Highway 81 East		McDonough	GA	30252
579 Jonesboro Rd		McDonough	GA	30252
2136 Highway 155 North		McDonough	GA	30252
2148 Hwy 20 West		McDonough	GA	30253
1978 West Spring Street		Monroe	GA	30655
55 Newnan Crossing Bypass		Newnan	GA	30263
5770 Peachtree Industrial Blvd	Suite 111	Norcross	GA	30071
1261 North Peachtree Pkwy.	Building 800	Peachtree City	GA	30269
1365 Sam Nunn Blvd	Suite H & I	Perry	GA	31069
441 Pooler Parkway		Pooler	GA	31322
315 Riverside Pkwy	Suite 100	Rome	GA	30161
300 Village Green Cir. SE		Smyrna	GA	30080
4017 Annistown Road	Suite J	Snellville	GA	30039
2907 Watson Blvd.		Warner Robins	GA	31093
		Warner		
670 Lake Joy Road	Suite 400	Robins/Kathleen	GA	31047
610 Palace Dr		Hammond	LA	70403
1855 Barataria Boulevard	Suite E	Marrero	LA	70072
7 Southside Dr.		Clifton Park	NY	12065
9330 Center Lake Drive	Suite 100	Charlotte	NC	28216
440 East McCullough Drive	Suite 123	Charlotte	NC	28262
6189 Bayfield Parkway		Concord	NC	28027
3660 E. Franklin Blvd	Suite 10	Gastonia	NC	28056
5811 Poyner Village Parkway	BLDG 101 SUITE J1	Raleigh	NC	27616
2645 Whiskey Rd		Aiken	SC	29803
1940-B Hoffmeyer Rd.		Florence	SC	29501
10092 Charlotte Highway	Suite 103	Indian Land/Fort Mill	SC	29707
4891 Old York Rd.		Rock Hill	SC	29732
1735 John B White Blvd	Suite 1	Spartanburg	SC	29301
9448 Bradmore Lane	Ste 108	Ooltewah	TN	37363
4484 Frontage Rd. NW		Cleveland	TN	37312
1150 Carl D Silver Parkway		Fredericksburg	VA	22401
11501 Busy Street		Midlothian	VA	23236