

Red Lobster HowYouLobsterfest Sweepstakes
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT’S CHANCES OF WINNING.

The Red Lobster HowYouLobsterfest Sweepstakes (“Sweepstakes”) is sponsored by Red Lobster Hospitality, LLC (“Sponsor”), 450 S. Orange Ave., Suite 800, Orlando, FL 32801 and is administered by PrizeLogic, LLC (“Administrator”), 25200 Telegraph Rd., Suite 405, Southfield, MI 48033.

1. **SWEEPSTAKES PERIOD:** The Sweepstakes begins on January 28, 2019 at 12:00 PM Eastern Time (“ET”) and ends on March 14, 2019 at 11:59:59 PM ET (“Sweepstakes Period”) and includes six (6) entry periods as set forth in the chart below (each an “Entry Period”):

ENTRY PERIOD	START DATE AND TIME	END DATE @ 11:59:59 PM ET
1	1/28/19 @ 12:00 PM ET	2/3/19
2	2/4/19 @ 12:00 AM ET	2/10/19
3	2/11/19 @ 12:00 AM ET	2/17/19
4	2/18/19 @ 12:00 AM ET	2/24/19
5	2/25/19 @ 12:00 AM ET	3/3/19
6	3/4/19 @ 12:00 AM ET	3/14/19

Non-winning entries will carry forward into subsequent Entry Periods. The Administrator’s computer is the Sweepstakes official clock.

2. **ELIGIBILITY:** This Sweepstakes is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of Sponsor, Integer Group, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, “Sweepstakes Entities”) and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void where prohibited or restricted by law.

Participation constitutes Entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. For purposes of the Sweepstakes, an entrant’s residential address will be the physical address at the time of entry. Entrants will not be allowed to change their physical address.

3. **HOW TO ENTER:** During the Sweepstakes Period, an eligible entrant may enter the Sweepstakes through the following methods:

A. Enter via Instagram:

An eligible entrant (“Entrant”) may log on to his/her Instagram Account (or create one for free if he/she does not already have one) and (i) upload a photograph or video showing “How you Lobsterfest” (ii) include @redlobster, and (iii) both hashtags, #howyoulobsterfest and #sweepstakes (collectively, the “Entry”). Regrams are not eligible for this Sweepstakes.

B. Enter via Facebook:

An Entrant may also participate on Facebook by visiting the Sponsor’s Facebook Page at www.facebook.com/redlobster (“Page”). During the Sweepstakes Period, Sponsor will make a Facebook post on the Page inviting participants to enter this Sweepstakes (“Invitation Post”). To enter the Sweepstakes on Facebook, an Entrant must post an Entry (as defined above) as a comment to the Invitation Post during the Sweepstakes Period.

By entering the Sweepstakes and using the hashtags #howyoulobsterfest and #sweepstakes, Entrant hereby agrees to be bound by these Official Rules. An Entrant must have a non-private Instagram account to enter the Sweepstakes using Instagram and must be a follower of @redlobster on Instagram for sixty (60) days after the end of the Sweepstakes Period for winner notification purposes to be eligible to win/claim a prize. Entrants may create an Instagram account at no cost by logging on to <http://instagram.com>. Creation of an Instagram account requires a contestant to agree to Instagram’s Terms of Service and Privacy Policy, available at <http://instagram.com/about/legal/terms/> and <http://instagram.com/about/legal/privacy/>, respectively. Due to the way Instagram operate its services, entries from users with protected or private accounts (i.e., Entrant has set his/her account so that only people the Entrant has approved can view his or her updates) may not be received. Use of Facebook will be subject to that service provider’s privacy policy and terms of use. The Facebook privacy policy is available at: <https://www.facebook.com/about/privacy>. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram or Facebook. Each Entrant specifically agrees to release Instagram/Facebook from any and all liability associated with this Sweepstakes. Entries will be deemed made by the authorized account holder of the account the Entry is submitted from at the time of entry. The “authorized account holder” is the person who is assigned to the Instagram/Facebook account by the online service provider.

Once an entry is submitted in the Sweepstakes it may be made available on Sponsor’s social media accounts or other websites for viewing by the general public and any such posting will be deemed made at the direction of the Entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act.

Entry Requirements: All Entries must comply with the following restrictions:

- Entry must contain both hashtags #howyoulobsterfest and #sweepstakes
- Entry must include @redlobster;
- Entry must be an original work;
- Entry must be in English (except for commonly understood foreign words);
- Entry must comply with the respective social media platform terms;
- Entry cannot have been published previously by any party other than the Entrant;
- Entry must be suitable for publication (i.e., may not be obscene or indecent);

- Entry cannot prominently feature trademarks, logos or trade dress owned by any third party, or advertise or promote any brand or product of any kind, other than the Sponsor's;
- Entry cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images);
- Entry cannot include the name, likeness, photograph, or other indicia identifying any person, living or dead, without written permission from that person;
- Entry requires the permission of anyone who participated in the creation of the Entry;
- If requested, entrant must be able to provide permissions in a form acceptable to Sponsor from any person whose name, likeness or photograph appears in the Entry or who participated in the creation of the Entry;
- Entry cannot be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
- Entry cannot promote illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Entry cannot describe or depict any illegal activity or violation of any state or federal law;
- Entries must not include any personally identifiable information (full name, e-mail address, telephone number, etc.);
- Entries must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
 - gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
 - the use of prostitution, pornography, nudity, profanity or other adult content, or violence;
 - the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Entry must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way.

If any Entry fails to comply with any of these Entry Requirements or any other provisions of these Official Rules, at the Sponsor's sole discretion, Sponsor reserves the right, but is not obligated, to disqualify the Entrant.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS SWEEPSTAKES ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THIS SWEEPSTAKES. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN A PRIZE IN THIS SWEEPSTAKES.

LIMIT: Entries will not be judged. An Entrant cannot submit the same photograph/video more than once during the Sweepstakes Period. There is a limit of one (1) Entry per platform per day during the Sweepstakes Period. If an Entrant enters more than one (1) time per platform per day, only the first Entry will be included in the Sweepstakes. For purposes of this Sweepstakes, a day is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET except on January 28, 2019 when a day will start at 12:00 PM ET.

4. **RANDOM DRAWING:** On or around March 15, 2019, the administrator will randomly select five (5) potential first prize winners and one (1) potential grand prize winner from all eligible entries received during the Sweepstakes Period. There will be one (1) first prize winner from each Entry Period 1-5. The same individual Entrant cannot win both a first prize and the Grand Prize, and if selected for both will be awarded the Grand Prize only. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

5. **PRIZE, APPROXIMATE RETAIL VALUES (“ARV”), AND ODDS OF WINNING:**

A. **Grand Prize (1):** The grand prize is a \$500 Red Lobster gift card and a swag bag (“Grand Prize”). Contents of swag bag will be determined by Sponsor in its sole discretion. There will be one (1) Grand Prize. The approximate retail value (“ARV”) of the Grand Prize is \$542.

B. **First Prizes (5, 1 per Entry Period 1-5):** The first prize is a \$100 Red Lobster gift card and a swag bag (“First Prize”). Contents of swag bag will be determined by Sponsor in its sole discretion. There will be five (5) First Prizes. The ARV of each First Prize is \$142.

C. **Total ARV:** The total ARV of all prizes is \$1,252.

D. **Odds of Winning:** The odds of winning a prize depends on the total number of eligible entries received during the Sweepstakes Period.

E. **General:** The use of a gift card is subject to the terms and conditions set forth thereon which shall govern the use of the gift card. Use or acceptance of a gift card constitutes the user’s acceptance of the terms and conditions, so the winners should read the terms and conditions on the gift card carefully. Winners must protect the gift card and treat the gift card as he/she would any other valuable document. The gift cards will not be redeemed for cash, except where required by law. The gift cards will not be replaced if they are lost or stolen. The gift card will be valid at any participating Red Lobster restaurant in the U.S.

In no event will more than the stated number of prizes be awarded during the Sweepstakes Period. If, for any reason, more prize notifications are sent (or more claims are received) than the prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the stated number of prizes through a random drawing from among all eligible prize claims received. No prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize, or component thereof, of equal or greater value in case of unavailability of a prize or a prize component. There is a limit of one (1) prize per person/household.

6. **HOW TO CLAIM A PRIZE:** Potential winners are subject to verification of eligibility and compliance with these Official Rules. The potential winners will be notified on either Facebook by a direct message or on Instagram by a Direct Message from @redlobster (depending on his/her method of entry) with instructions on how to claim his/her prize. The potential winners must respond to the Facebook message or Instagram Direct Message winner notification within three (3) days or they may, at the Sponsor’s sole discretion, be disqualified. The Sweepstakes Entities shall not be held responsible for any delays in awarding a prize for any reason. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines

to accept a prize, or the winner notification is returned as undeliverable or a potential winner fails to respond to a winner notification within the timeframe specified in such winner notification, or if the potential winner does not answer the initial notification, the prize may be forfeited. If a prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Sponsor's sole and absolute discretion, selected at random from the remaining pool of eligible entries received during the Sweepstakes Period, time permitting. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. Prizes are not transferable and include only the items specifically listed as part of a prize. Any portion of a prize not accepted by winner will be forfeited. The winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for the prize won. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. The prizes will only be awarded to a verified winner. Sponsor will attempt to mail the Prizes approximately 6 – 8 weeks from verification of winner's eligibility. Sponsor shall not be held responsible for any delays in awarding a prize for any reason.

- 7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, Entrants agree that the Sweepstakes Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents, Facebook Inc., Instagram, Inc., ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to Entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Sweepstakes, each Entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the Entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen,

misdirected, damaged or destroyed prize (or any element thereof); or (h) the negligence or willful misconduct by Entrant.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZES, IS 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.

- 8. DISPUTES:** THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN ORANGE COUNTY, FLORIDA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN FLORIDA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN ORANGE COUNTY, FLORIDA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE SWEEPSTAKES PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.
- 9. PRIVACY:** The Sweepstakes is subject to the terms of Sponsor's online privacy notice, which is available at <https://www.redlobster.com/privacy-policy>.
- 10. PUBLICITY RIGHTS:** By participating in this Sweepstakes, each Entrant grants Sponsor and Sponsor's designee the perpetual, royalty-free, irrevocable right and license to use his/her Entry, name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Sweepstakes for promotion, trade, commercial, advertising and publicity purposes, whether in conjunction with the Sweepstakes or

otherwise, in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

- 11. GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any Entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. Any attempted form of participation in this Sweepstakes other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. Each Entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No Entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.
- 12. WINNERS LIST:** For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, - Red Lobster HowYouLobsterfest Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than July 14, 2019.

©2019 Red Lobster Hospitality, LLC. All rights reserved. <https://www.redlobster.com>

Instagram is a registered trademark of Instagram Inc. All rights reserved.

Facebook is a registered trademark of Facebook, Inc. All rights reserved.