

**PIZZA HUT & NCAA MEN'S WATER POLO LIVE PROMOTION  
TERMS AND CONDITIONS**

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR  
CHANCE OF WINNING.  
NOT VALID IN PUERTO RICO, WHERE PROHIBITED BY LAW,  
AND WHERE PROHIBITED.**

**ELIGIBILITY REQUIREMENTS:** To participate in the Pizza Hut & NCAA Men's Water Polo Live Promotion ("Promotion") you must be a citizen or legal resident of the 50 U.S. and D.C. and be at least 18 years of age or at least the age of majority in your jurisdiction of residence ("Participant"). Submission constitutes your acceptance of these Terms and Conditions.

**PROMOTION PERIOD:** Promotion is scheduled to take place on December 2, 2016 at or about 10:30 a.m. Central Time ("CT") and run until approximately 11:30 a.m. CT ("Promotion Period").

**WHO MAY PARTICIPATE:** Participant must not be represented by an agent or manager and must not be subject to any guild, union or other organization or agreement that would restrict or prohibit participation in this Promotion. Employees and their immediate families (spouse, parent, child, sibling and their respective spouses, regardless of where they reside or those living in the same households, whether or not related) of Pizza Hut, Inc. ("Pizza Hut"), its parent company, affiliates, subsidiaries, franchisees, award supplier(s), distributors and advertising and promotion agencies (collectively, "Promotional Parties") are not eligible to participate or receive an award. Void in Puerto Rico and where prohibited by law. Promotion is subject to all applicable federal, state and local laws.

**HOW TO PARTICIPATE:** During the Promotion Period, visit the Pizza Hut Facebook page at [www.facebook.com/pizzahut](http://www.facebook.com/pizzahut) where Pizza Hut All-American Jason Zone Fisher will appear in a Facebook Live feed at the Men's Water Polo Championship pool where he will attempt three water polo training scenarios. Scenario 1: Jason will attempt to complete a series of trick shots. To participate in scenario 1, follow the instructions provided to post a comment to the live feed with the total amount of targets you believe Jason will hit to enter your submission. Scenario 2: Jason will hold his breath under water. To participate in scenario 2, follow the instructions provided to post a comment to the live feed with the total amount of time you believe Jason will be able to hold his breath. Scenario 3: Jason will demonstrate a water polo pizza delivery. To participate in scenario 3, follow the instructions provided to post a comment to the live feed with the total amount of time you believe Jason will be able to keep the pizza above his head while treading water to enter your submission

Limit one (1) valid submission per Participant per scenario throughout the Promotion Period. Any attempt to make more than the stated number of submissions by using multiple Facebook accounts or by any other method may void all submissions from that Participant. Subsequent submissions received for any Participant after the first valid submission received for that child will be void. Incomplete submissions, including but not limited to those submissions that do not address the

requirements set forth in these Terms and Conditions, will not be eligible. Proof of posting does not constitute proof of actual receipt by Pizza Hut for purposes of these Terms and Conditions. Submissions generated by improper means and submissions made by any means which subvert the participation process will be void.

**AWARD DETERMINATION:** Upon the conclusion of the Promotion Period, the first participant (as determined by Pizza Hut, in its sole discretion) to post the correct answer for each of the scenarios outlined above will be deemed the potential grand award recipient. The next twenty (20) participants (as determined by Pizza Hut, in its sole discretion) to post the correct answer for each of the scenarios outlined above will be deemed potential first place award recipients. In the event no participants guess the exact amount of time, Pizza Hut will provide the awards using the format specified above to the participants who posted times closest to the exact amount of time Jason was able to tread water in the pool.

**AWARDS:**

Grand Award (3) (One (1) per scenario): Pizza Hut for a year, awarded in the form of a \$520 Pizza Hut gift card. Approximate Retail Value (“ARV”) is \$520.

First Place Awards (60) (Twenty (20) per scenario): Each award recipient will receive a \$50 Pizza Hut gift card. ARV: \$50 each.

Award recipients will be subject to verification of eligibility, compliance with these Terms and Conditions, and may be required to execute an Affidavit/Release (as defined below). Gift cards are subject to certain term and conditions as specified by Pizza Hut. Pizza Hut’s decisions are final and binding on all matters.

**AWARD RECIPIENT NOTIFICATION:** Award recipients will be notified via Facebook comment, Facebook direct message, mail and/or email following the completion of the Promotion. Prior to being confirmed as an award recipient or receiving any award, Participants deemed potential award recipients will be required to provide proof of identity, verification of eligibility and compliance with these Terms and Conditions, and may also be required to execute and return an Affidavit of Eligibility and Release of Liability and, unless prohibited by law, a Publicity Release (“Affidavit/Release”) as well as any other documents required by Pizza Hut, all of which must be completed and/or received fully-executed within seven (7) days of date printed on notification or such potential award recipient may be disqualified, any award forfeited, and an alternate potential award recipient may be selected. Participants agree that, if they are selected as a potential award recipient, Pizza Hut may conduct a background check, and Participants agree to execute all documents necessary for Pizza Hut to obtain such background check. Factors that would result in disqualification as a potential award recipient include, without limitation, having been charged with or convicted of a felony or misdemeanor, being delinquent on a government ordered payment, such as child support, spousal support, alimony, tax payments, etc. In the event it is determined that: (a) any Participant has not complied with these Terms and Conditions, (b) Pizza Hut is unable to contact a potential award recipient within a reasonable time period, (c) a potential award recipient has failed to execute and return any required documents within the specified time period or has made false statements in connection with his/her participation in the

Promotion, or (d) an award notification is returned as undeliverable, then such potential award recipient and his/her submission may be disqualified and the Participant may be required to promptly return to Pizza Hut his/her award (or equivalent value). If a potential award recipient is disqualified for any reason, at Pizza Hut's discretion, an alternate award recipient may be selected at Pizza Hut's sole discretion.

**GENERAL AWARD CONDITIONS:** Awards will only be awarded by Pizza Hut upon a potential award recipient's verification of eligibility and final approval by Pizza Hut. Award is non-transferable and there will be no award substitution, cash equivalent of Award, transfer or assignment of award is permitted, except by Pizza Hut which reserves the right to substitute the award with one of comparable or greater value, in its sole discretion. Each award recipient is responsible for all federal, state and local taxes and any other costs and expenses associated with award acceptance and use not specified herein as being provided. All award details are at Pizza Hut's sole discretion.

**GENERAL CONDITIONS:** Award acceptance constitutes permission (except where prohibited by law) to use the names of each award recipient, submissions, Facebook posts, likenesses, performances, awards received, statements and biographical information (all at Pizza Hut's discretion) for future advertising, publicity and other purposes in any and all media now or hereafter devised throughout the world in perpetuity, without additional compensation, notification or permission. The NCAA, promotion parties, and their respective officers, directors, agents, representatives, employees (collectively, "Released Parties") are not responsible for lost, late, misdirected, damaged, stolen, altered, garbled, incorrect, incomplete, delayed or undelivered submissions; all of which will be void. Released Parties are not responsible for any other errors or malfunctions of any kind, whether network, printing, typographical, human or otherwise relating to or in connection with the Promotion, including, without limitation, errors or malfunctions which may occur in connection with the administration of the Promotion, the processing of submissions, the incorrect uploading or submission of information, the announcement of the awards or in any Promotion-related materials. Pizza Hut reserves the right to modify, suspend or terminate the Promotion for any reason, and to cancel or suspend the Promotion in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes corrupt the administration, security, fairness, integrity of, or proper participation in the Promotion and, if terminated, at Pizza Hut's discretion determine the award recipients using all non-suspect, eligible submissions received up to time of cancellation. Pizza Hut reserves the right at its sole discretion to disqualify any individual it finds or suspects to be tampering with the submission or the operation of this Promotion including any act that is intended to or has the effect of annoying, abusing, threatening, harassing, or disparaging any other Participant, Pizza Hut or any of its representatives or to otherwise be acting in violation of these Terms and Conditions, and void all associated submissions. **CAUTION:** Any attempt by a Participant to undermine the legitimate operation of the Promotion is a violation of criminal and civil laws. Should such an attempt be made, Pizza Hut reserves the right to seek damages from any such Participant to the fullest extent permitted by law and to disqualify such Participant from the Promotion.

**MISCELLANEOUS CONDITIONS:** By participating in the Promotion, Participants (i) agree to be bound by these Terms and Conditions, including all eligibility requirements, and (ii) agree to be bound by the decisions of Pizza Hut, which are final and binding in all matters relating to the

Promotion. Failure to comply with these Terms and Conditions may result in disqualification from the Promotion. Pizza Hut reserves the right to permanently disqualify any person it believes has directly, indirectly, or in concert with any other person, violated these Terms and Conditions, and to void all associated submissions.

**RELEASES:** By entering the Promotion, Participants agree to release and hold harmless the Released Parties from all claims, liability or damage caused or claimed to be caused, in whole or in part, directly or indirectly, in connection with participation in this Promotion, or acceptance or use of any Award, the administration of the Promotion, the operation of any website or Released Parties' use of any of the rights granted herein (including any claims arising out of the use of third party content). Released Parties assume no responsibility for the conduct of any Participant.

**ARBITRATION AND CHOICE OF LAW:** Participants agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any Award provided shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Dallas, Texas, USA; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion and in no event shall Participants be entitled to receive attorneys' fees or other legal costs; and (c) under no circumstances will Participants be permitted to obtain an award for, and Participants hereby waive all rights to, claim punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** In no event shall Participants seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain exploitation of Promotion of any advertising or other materials issued in connection therewith, including, but not limited to, any submission, or any other exploitation thereof.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, Participants' rights and obligations, or the rights and obligations of Pizza Hut in connection with the Promotion shall be governed by, and construed in accordance with, the laws of State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Texas.

**The NCAA is neither a sponsor nor administrator of this promotion.**

**PROVIDED BY:** Pizza Hut, LLC., 7100 Corporate Drive, Plano, Texas 75024.