

Official Rules

PIZZA HUT PIE TOPS @PHALLAMERICAN SWEEPSTAKES SPONSORED BY PIZZA HUT, LLC

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE OF THE FIFTY UNITED STATES AND THE DISTRICT OF COLUMBIA AND WHERE PROHIBITED OR RESTRICTED BY LAW.

1. Sweepstakes Period: The "Pizza Hut Pie Tops @PHAllAmerican Sweepstakes" ("Sweepstakes") takes place on Thursday, March 30, 2017 from 8:00 a.m. PT to 11:59 p.m. PT ("Sweepstakes Period"). The Sponsor's time clock will be the official time keeping device for this Sweepstakes. All interpretations of these Official Rules and decisions made by Sponsor relating to the Sweepstakes are final.

2. Eligibility: The Sweepstakes is open to persons legally and physically residing in one of the 50 United States or the District of Columbia who are at least the age of majority in their state of residence at time of entry: 18 years of age in most states, 19 in Alabama and Nebraska, 21 in Mississippi. Employees, agents, directors of Pizza Hut, LLC ("Sponsor"), The National Collegiate Athletic Association ("NCAA"), its affiliated companies, subsidiaries, partners, dealers, manufacturers, distributors, sponsors, advertising agencies, Sweepstakes and administration agencies and any entity which is involved in any aspect of the creation, production, operation, execution or fulfillment of the Sweepstakes ("Sweepstakes Entities"), and their immediate families (*i.e.*, parents, spouse, siblings, children, grandparents, step parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related) are not eligible to enter Sweepstakes.

By participating in this Sweepstakes, entrants: (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by Sponsor and by the decisions of Sponsor; (b) acknowledge compliance with these Official Rules; (c) represent and warrant that he or she meets all the eligibility criteria set forth in these Official Rules; (d) agree to comply with any and all applicable federal, state and local laws, rules and regulations; (e) acknowledge that the Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Instagram; and (f) agree to indemnify and hold harmless Sweepstakes Entities and Instagram from and against any and all liability arising out of or relating in any way to entrant's participation in Sweepstakes and to release all rights to bring any claim, action or proceeding against Sweepstakes Entities and Instagram. This includes, but is not limited to, any and all claims, demands, damages and causes of action for personal injuries or death and/or damage to personal or real property, theft, loss or any other harm, suffered directly or indirectly from entrant's participation in Sweepstakes or the receipt or acceptance, redemption, possession, use or misuse of the Prizes (hereinafter defined), and for any claim including claims based on defamation, publicity rights, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property related or other cause of action.

3. How To Enter: In order to enter the Sweepstakes entrants must: (i) log onto their Instagram or Twitter account; (ii) visit the Pizza Hut All American Instagram or Twitter page @PHAllAmerican where they can follow @PHAllAmerican and view its posts and (iii) post a comment on one (1) of Jason's posts from Thursday, March 30 and include the hashtag #mypietops and #entry in your post to receive one (1) entry on either Twitter or Instagram. **The content of your comment will not be judged and will therefore not increase or decrease your chances of winning a prize.** Limit one (1) entry per person using only one (1) Instagram or Twitter account throughout the Sweepstakes Period. In order for entrant to submit an eligible entry via Instagram or Twitter, entrant must have a valid Instagram or Twitter account set as **non-private**. Entrants can open an Instagram or Twitter account for free by registering with [instagram.com](https://www.instagram.com) or twitter.com respectively. **Entrant must not use more than one (1) Instagram or Twitter account to participate in Sweepstakes. Entrant must be in compliance with Instagram's Terms of Use and accept Instagram's Privacy Policy. Message and data rates may apply if entrant participates in Sweepstakes via mobile device.**

All information submitted to Sponsor by entrants is subject to and will be treated in a manner consistent with Sponsor's Privacy Policy accessible at <https://www.pizzahut.com/#/privacy-policy>. By participating in Sweepstakes, entrants hereby agree that Sponsor may collect and use their personal information in compliance with its Privacy Policy and acknowledge that they have read and accepted the Sponsor Privacy Policy.

There is a limit of one (1) entry per person per Sweepstakes Period, regardless of the Instagram or Twitter account or photo selected to enter. In the event of a dispute over who submitted a winning entry, the "authorized account subscriber" of the Instagram or Twitter account used to participate in Sweepstakes at the actual time of entry, will be deemed to be the entrant. **It is the sole responsibility of the entrant to notify the Administrator in writing if the entrant changes his or her email account during the Sweepstakes Period.** Proof to Sponsor's satisfaction of being the authorized account subscriber may be required by Sponsor.

4. Entry Guidelines: Entries must be an original creation of an individual entrant and not include, depict or make reference to any of the following: obscenity, inappropriate language, nudity, sexual explicitness, drug or alcohol use,

violence, firearms/weapons, commercial products or services, unauthorized copyrighted, trademarked, or patented properties, including brand names, logos, or trade dress, unless otherwise authorized herein, material that promotes any activities that may appear unsafe or dangerous, or promotes any particular political agenda or message, material that is hateful, tortious, defamatory, false or misleading, disparaging, slanderous, libelous, or otherwise unlawful, material that violates or infringes another's rights, including but not limited to, rights of privacy or publicity or any other intellectual property rights, material that promotes bigotry, racism, hatred, or harm against any group or individual, or promotes discrimination based on race, ethnicity, sex, religion, nationality, disability, sexual orientation or age, personally identifiable information, including but not limited to, name, likeness, license plates, phone numbers, personal addresses, and any other content, including but not limited to, text, images, graphics, photographs, captions and descriptions, or data that could be considered inappropriate or offensive, as determined by Sponsor in its sole discretion. Further, entries must not contain any claim that is not, and cannot be, substantiated or that would be false or misleading to a reasonable consumer. Any content, text or otherwise, included as part of the entry must be in the English language.

By entering the Sweepstakes, each entrant represents and warrants that: (i) the entry does not and will not violate any law, statute, ordinance or regulation; (ii) the entry does not contain the name, image, likeness, performance, voice or any other attributes of any third party including but not limited to school names, logos, mascots, names of mascots or include any individual that has not reached the age of majority in the jurisdiction in which they reside (18 years of age in most states; 19 in Alabama and Nebraska, 21 in Mississippi); (iii) he/she has obtained all necessary permissions from each and every person that may be featured in their entry to use their name, image, likeness, performance, voice or any other attributes of that individual(s) in the manner set forth in these Official Rules; (iv) the entry is free and clear of any and all liens or claims with respect to the use of the entry in the manner authorized in these Official Rules; (v) the entry does not infringe upon or violate the intellectual property rights of any third party and will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on copyrights, trademarks, patents or other intellectual property rights or any rights or interests of any third party, or give rise to any claims for any payment whatsoever; and (vi) the entry is not and will not be defamatory, disparaging libelous, pornographic or obscene.

Sponsor reserves the right to disqualify any entry that it deems, in its sole discretion, to be a violation of the Official Rules or that is not in keeping with the Entry Guidelines specified herein or which communicate messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate.

All entries submitted in compliance with these Official Rules and not disqualified are considered "Eligible Entries". Proof of entry will not be deemed to be proof of receipt of entry by Sponsor. By submitting an entry in this Sweepstakes, entrant agrees that such entry, and all information sent with the entry, including all rights embodied therein (except for personally identifiable information as identified in Sponsor's Privacy Policy) are deemed to be non-confidential and non-proprietary and Sponsor shall have no obligation of any kind with respect to such entry and other materials.

5. Use of Entries: All entrants, grant, and have the full right to grant Sponsor and its representatives, affiliates, licensees, successors and assigns; (i) the right, but not the obligation, to use, edit, adapt, reformat, rearrange, modify, combine with other pictures, items and/or materials, add to and/or customize entries in connection with this sweepstakes; and (ii) the assignable, sublicenseable, non-exclusive, irrevocable, royalty free, right and license to use, exhibit, display, broadcast, copy, reproduce, encode, compress, encrypt, incorporate data into, rebroadcast, create derivative works of, , and or otherwise exploit, the entries, and/or any portions or excerpts thereof, including without limitation, using entrant's name, image, likeness, performance, voice, and any other attributes in whole or in part, in conjunction with other material, in any manner, in connection with this sweepstakes, without any additional liability, obligation to, or review or approval by, or payment of any kind to entrant or any third party. In addition, entrant grants the right to Sponsor, and its representatives, affiliates, licensees and assigns, to record, film, and photograph the entrant. Entrants agree that Sweepstakes Entities are not responsible for any unauthorized use of entries by any third parties.

6. Prizes (2): There will be (1) one winner on Twitter and (1) winner on Instagram. Each winner will receive a pair of Pizza Hut Pie Tops, with an approximate retail value ("ARV") of \$500 and a \$50 credit card gift card, the ("Prize" and collectively "Prizes"). The total ARV of all of the Prizes is \$1,100. Prizes will be sent to each Winner within approximately seven (7) days from the end of the Sweepstakes Period.

7. Publicity Release: Each Winner grants to Sponsor, and its representatives, affiliates, licensees and assigns, the right and permission to record, film, videotape and photograph the Winner ("Images"). These Images will be owned by Sponsor. Sponsor and each of its designees shall have the right to use, re-use, reproduce, publish, display, exhibit, distribute, edit, adapt, post, stream, copy and exploit such Images, and all elements embodied therein, including any names, likenesses, address, voice, conversation, biographical and Prize information and any other attributes of Winner, individually or with others, in whole or in part, in conjunction with other material, if any, in any and all media now known or hereafter devised, for the purpose of trade, advertising, publicity, Sweepstakes, or a Sweepstakes Winner List or any other lawful purpose whatsoever, in perpetuity, throughout the world, without additional compensation, consideration, notification or permission, except where prohibited by law.

8. Random Drawing and Odds: The two (2) potential winners will be selected in a random drawing on or about March 31 from among all eligible entries received throughout the Sweepstakes Period. Odds of winning a Prize depend on the total number of eligible entries received.

9. Winner Verification: Sponsor will attempt to contact the potential Winners via Instagram or Twitter direct message or comment within twenty-four (24) hours from when the random drawing takes place and potential winners must respond to Sponsor within two (2) days with the information requested to be eligible for prize receipt. If a potential Winner does not respond within the allowed period of time, or does not meet the eligibility requirements of these Official Rules, an alternate potential Winner may be selected from among all remaining applicable Eligible Entries received. The potential Winners may be required to prove eligibility, including, without limitation, proof of age, residence and identity, which may include submitting a copy of a driver's license, passport or similar government issued identification when notified of being a potential Winner. Providing potential Winners are in compliance with the Official Rules and have successfully proven eligibility when required potential Winners will each be determined to be a ("Winner" and collectively "Winners"). In the event of non-compliance by a potential Winner such potential Winner shall be disqualified and all privileges otherwise due as a Winner shall be terminated and an alternative potential Winner next in contention for winner designation will be chosen from among all of the remaining applicable Eligible Entries received, even if the disqualified potential Winner's name may have been publicly announced. Sponsor expressly reserves the right to delay the announcement of the Winners for any reason Sponsor deems necessary. In addition, Sponsor reserves the right to select an alternate Winner in event that any potential Winner fails to comply with these Official Rules.

By participating in Sweepstakes, Winners acknowledge that Sweepstakes Entities have not and will not obtain or provide insurance of any kind relating to the Prizes and that Winners will be responsible for obtaining and paying for any form of insurance relating to the Prizes that Winners deem appropriate.

10. Prize Terms: If for any reason any Prize is unavailable or any Prize or related event is delayed, cancelled or postponed, or for any other reason, Sponsor reserves the right to modify the Sweepstakes in its sole discretion and award a substitute Prize, or portion of Prize, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of the Prize, or any portion thereof, is permitted by a Winner. Sweepstakes Entities shall have no responsibility or obligation to a Winner who is unable or unavailable to, or who does not for any reason, accept or utilize the Prize. All costs and expenses not specifically listed above as part of the Prize are solely Winner's responsibility. PRIZES ARE PROVIDED "AS IS". ENTRANTS ACKNOWLEDGE THAT SWEEPSTAKES ENTITIES HAVE NEITHER MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE PRIZES AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Prizes pictured in online television, print advertising, and other Sweepstakes materials are for illustrative purposes only. Arrangements for the fulfillment of the Prizes will be made by Administrator and/or Sponsor.

11. Taxes: All federal, state and local taxes, and any other costs and expenses associated with acceptance or use of a Prize not specifically provided for in these Official Rules are solely each Winner's responsibility.

12. General Terms: Sweepstakes Entities and Instagram are not responsible if Sweepstakes cannot take place, or if any Prize cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of Sweepstakes Entities. If, for any reason Sweepstakes is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of Sweepstakes Entities, which, in Sponsor's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend Sweepstakes, or any part of the Sweepstakes. If Sweepstakes or any part of the Sweepstakes is terminated or modified prior to the closing date of the Sweepstakes, notice will be posted on @PHAllAmerican Instagram and Twitter if time permits and the Prizes will be awarded to Winners to be selected in a random drawing from among all of the remaining uncorrupted, Eligible Entries received prior to any such event, or in any manner that is fair and equitable as determined by Sponsor in its sole discretion. Sponsor reserves the right to modify and amend these Official Rules from time to time during Sweepstakes for clarification purposes. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sweepstakes Entities assume no responsibility for and will disqualify entries that are: stolen, late, lost, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged, destroyed, delayed, misdirected, or not received entries, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any human, mechanical or electronic error that may occur in the processing of the entries in Sweepstakes, or other errors appearing within the Official Rules or in any Sweepstakes related advertisements. Sweepstakes Entities assume no responsibility for any typographical or other error in the printing of the offer, administration of Sweepstakes, errors in processing entries, identifying the Winners, in the announcement of the Prizes and Winners, and the delivery of the Prizes, any problems or technical malfunction of any telephone network or lines,

mobile phone, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any website, or any combination thereof, including, without limitation, any injury or damage to entrant's or any other person's computer system/software or mobile phone or other portable electronic device related to or resulting from participation or downloading any materials in Sweepstakes. Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. **Entrants are prohibited from obtaining any entries by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, as determined by Sponsor in its sole discretion.** No software-generated, robotic, programmed, script, macro or other automated entries are permitted and any entries received by such means will be void. Sponsor reserves the right in its sole discretion to disqualify any person they suspect or find: (i) to have used a software generated, robotic, programmed, script, macro or other automated entry; (ii) to have tampered with the entry process or the operation of Sweepstakes; (iii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iv) to display behavior that will bring such Winner or Sweepstakes Entities into disgrace; (v) to have provided inaccurate information on any legal documents submitted in connection with Sweepstakes; or (vi) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

AS A CONDITION OF ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT: (I) UNDER NO CIRCUMSTANCE WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, OTHER THAN FOR OUT-OF-POCKET EXPENSES; (II) ENTRANT WAIVES THE RIGHT TO A JURY TRIAL OF ANY AND ALL ISSUES AND THAT ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY -- WITHOUT RESORT TO ANY FORM OF CLASS ACTION -- BY BINDING ARBITRATION (BY A SINGLE NEUTRAL ARBITRATOR SELECTED BY SPONSOR IN ITS SOLE AND ABSOLUTE DISCRETION) ; AND (III) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT SHALL SUCH CLAIMS, JUDGMENTS OR AWARDS INCLUDE ATTORNEYS' FEES. THIS SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE CONTENT OR THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH ENTRANT, AND SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON OR PERSONS TO THE FULLEST EXTENT PERMITTED BY LAW.

13. Request for Names of Winners and Official Rules: All requests for a copy of the Official Rules and for the names of the Winners (first name and state) must be made by January 17, 2017. Vermont residents may omit return postage if requesting a set of Official Rules. For the names of the Winners and/or Official Rules: (i) send a self-addressed stamped envelope to: **7100 Corporate Drive, Plano TX 75024** and (ii) write, as applicable, "Winners List" or "Official Rules" on the lower left hand corner of the envelope.

14. Sponsored by: This Sweepstakes is sponsored by Pizza Hut, LLC. 7100 Corporate Dr., Plano, TX 75024.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram, Twitter, or the NCAA®. NCAA is a registered trademark of the National Collegiate Athletic Association.