Official Rules

"THE HUT REWARDS PIZZA GIVEAWAY 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. THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. PLEASE READ THESE OFFICIAL RULES CAREFULLY AS THE OFFICIAL RULES REQUIRE THAT ENTRANT WAIVES THE RIGHT TO A JURY TRIAL AND THAT DISPUTES ARISING OUT OF OR RELATING TO THIS SWEEPSTAKES BE RESOLVED IN ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY CLASS ACTIONS, AND LIMIT YOUR RIGHTS AND REMEDIES IN THE EVENT OF A DISPUTE.

- 1. Entry Period: The "The Hut Rewards Pizza Giveaway Sweepstakes" ("Sweepstakes") commences at 12:00 AM CT on September 2, 2017 and ends at 11:59 PM CT on December 9, 2017 ("Sweepstakes Period"). All entries must be received by 11:59 PM CT on December 9, 2017. 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"), and The Marketing Arm Inc. ("Administrator"), and their respective parent companies, affiliated companies, subsidiaries, partners, dealers, manufacturers, distributors, sponsors, advertising agencies, promotion 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; and (e) agree to indemnify and hold harmless Sweepstakes Entities 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. 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. Sweepstakes Overview: This Sweepstakes has fifteen (15) separate entry periods as specified below ("Entry Period(s)") during which one (1) Winner will be selected for each Entry Period for a total of fifteen (15) Winners. All times are in "CT".

Entry Period	Draw Date	Drawing
9/2/17 (12:00 AM) - 9/8/17 (11:59 PM)	9/9/17	"Drawing No. 1"
9/9/17 (12:00 AM) - 9/15/17 (11:59 PM)	9/16/17	"Drawing No 2"
9/16/17 (12:00 AM) -9/22/17 (11:59 PM)	9/23/17	"Drawing No. 3"
9/23/17 (12:00 AM) -9/29/17 (11:59 PM)	9/30/17	"Drawing No. 4"
9/30/17 (12:00 AM) - 10/6/17 (11:59 PM)	10/7/17	"Drawing No. 5"
10/7/17 (12:00 AM) -10/13/17 (11:59 PM)	10/14/17	"Drawing No. 6"
10/14/17 (12:00 AM) - 10/20/17 (11:59 PM)	10/21/17	"Drawing No. 7"
10/21/17 (12:00 AM) -10/27/17 (11:59 PM)	10/28/17	"Drawing No. 8"
10/28/17 (12:00 AM) - 11/3/17 (11:59 PM)	11/4/17	"Drawing No. 9"
11/4/17 (12:00 AM) - 11/10/17 (11:59 PM)	11/11/17	"Drawing No. 10"

11/11/17 (12:00 AM) - 11/17/17 (11:59 PM)	11/18/17	" <u>Drawing No. 11</u> "
11/18/17 (12:00 AM 11/24/17 (11:59 PM)	11/25/17	"Drawing No. 12"
11/25/17 (12:00 AM) - 12/1/17 (11:59 PM)	12/2/17	"Drawing No. 13"
12/2/17 (12:00 AM) - 12/8/17 (11:59 PM)	12/9/17	"Drawing No. 14"
12/9/17 (12:00 AM) - 12/9/17 (11:59 PM)	12/10/17	"Drawing No. 15"

Drawing No. 1 through Drawing No. 15 will collectively be referred to herein as ("<u>Drawing</u>" or "<u>Drawings</u>"). All Eligible Entries (hereinafter defined) not selected during any one Drawing will **not** remain in the pool of entries for any subsequent Drawing during the Sweepstakes Period.

4. To Enter: Visit **Gameday.Pizzahut.com** and complete all required fields on the online entry form and submit as requested and receive one (1) entry into the Sweepstakes. Only fully completed entry forms are eligible. Entrant must be a Pizza Hut Rewards member to enter Sweepstakes. Entrants may join at no cost online during the Sweepstakes entry process. This method of entry does not require the entrant to make any purchase transaction. Entrants may be given the option to receive promotional emails from Sponsor however, eligibility to participate in the Sweepstakes is not dependent upon entrant's consent to receive such emails and consenting to receive such emails will not improve your chances of winning. **Message and data rates may apply if entrant enters 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 Entry Period. There is a limit of one (1) Prize per person. If it is suspected that an entrant submits more than one (1) entry, only the first entry will be considered. In the event of a dispute over who submitted a winning online entry, the "authorized account subscriber" of the e-mail 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 address during the Sweepstakes Period. The "authorized account subscriber" for online entries is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted e-mail address. In the event a winning account selected is a joint account, a total of one (1) Prize will be awarded in the name of the first-named account holder. Proof to Sponsor's satisfaction of being the authorized account subscriber may be required by Sponsor.

All entries submitted in compliance with these Official Rules and not disqualified are considered "<u>Eligible Entries</u>". All entries become the sole and exclusive property of Sponsor. Proof of entry will not be deemed to be proof of receipt of entry by Sponsor.

- **5. Odds:** The odds of becoming a Sweepstakes Winner depend on the total number of Eligible Entries received during the Sweepstakes Period for each applicable Drawing.
- **6. Prizes:** The Winners (hereinafter defined) will each receive one (1) \$520 Pizza Hut gift card (subject to terms and conditions of gift card), with an approximate retail value ("<u>ARV</u>") of \$520, the ("<u>Prize"</u> and collectively "<u>Prizes"</u>). The total ARV of all of the Prizes is \$7,800.
- **7. Publicity Release:** By participating in Sweepstakes, 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, promotion, 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. Winner Selection and Notification:** There will be fifteen (15) Winners selected in random drawings from among all of the Eligible Entries as specified in Section 3 herein by Sponsor's independent judging agency, Administrator. Administrator will attempt to contact the potential Winners via the telephone number provided at time of entry and by entering the Sweepstakes the entrant hereby grants permission to be contacted via telephone. **No messages will be left on answering machines or voicemail systems.** If a potential Winner cannot be reached directly and/or does not meet the eligibility requirements, the potential Winner will be disqualified and an alternate potential Winner will be selected in a random drawing from among all of the remaining applicable Eligible Entries.
- 9. Winner Verification: To be eligible to be declared a Winner and to receive the Prizes, the potential Winners must sign and return to Sponsor and/or Administrator, within three (3) days of issuance of such documentation from Administrator or Sponsor an Affidavit of Eligibility and Release that: (a) releases Sweepstakes Entities from any and all liability, loss, claims, demands, 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 potential Winner's participation in Sweepstakes, including, but not limited to, traveling to, preparing for and/or participating in any Prize related activity, or the acceptance, possession, or use or misuse of any Prize; and (b) except where prohibited by law, grants Sweepstakes Entities the right to use potential Winner's name, picture and/or likeness, or biographical information or voice for trade, advertising and publicity purposes, in any media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration or notification. Entry into Sweepstakes constitutes agreement to sign such release. If a potential Winner does not sign this release and return it within the time frame specified, the potential Winner may be disqualified and the Prize forfeited. When such documentation is properly executed and providing potential Winners are otherwise in compliance with the Official Rules, potential Winners will each be determined to be a Sweepstakes winner ("Winner" and collectively "Winners").

Winners must also complete any additional legal documents provided by Administrator or Sponsor with respect to the Prizes and return them as instructed within the time frame specified or Winner may forfeit Prizes at Sponsor's sole discretion. If a potential Winner is unable to participate in or accept the Prize or any portion of the Prize for any reason, Sponsor will have no further obligation to the potential Winner. Prize or Prize documents returned as undeliverable will result in forfeiture of Prize. 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 the event that any potential Winner fails to comply with these Official Rules or fails to execute the documentation within the time frame specified.

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:** The dates for fulfillment of the Prizes will be approximately thirty (30) days from each applicable Drawing, but subject to change in Sponsor's sole discretion. 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 Prizes. All costs and expenses not specifically listed above as part of the Prizes, including, any equipment to be used in connection with the Prizes, 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 Winners with Prize values of \$600 or over must supply Sponsor and/or Administrator with their social security number. An IRS Form 1099 will be issued in the name of Winner for the actual value of the Prize awarded if the actual value of Prize is \$600 or over. All federal, state and local taxes, and any other costs and expenses associated with acceptance or use of Prize not specifically provided for in these Official Rules are solely the Winner's responsibility.

12. General Terms: Sweepstakes Entities 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 Gameday.Pizzahut.com 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, applicable 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, illegible, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged, destroyed, delayed, misdirected, not received, postage due mail 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 web site, 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. 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.

IN THE EVENT ENTRANT ATTEMPTS TO BRING A CLAIM, ACTION OR PROCEEDING AGAINST SWEEPSTAKES ENTITIES DESPITE AGREEING NOT TO DO SO IN SECTION 2 OF THESE OFFICIAL RULES, 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 February 9, 2018. 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: The Marketing Arm Inc., Attention "The Hut Rewards Pizza Giveaway Sweepstakes", #140 233 Rock Road, Glen Rock, NJ 07452; 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.
- **15. Administered by:** This Sweepstakes is administered by The Marketing Arm Inc., 1999 Bryan Street, Suite 1800, Dallas, TX 75201.