## **Terms and Conditions**

## HUT REWARDS – PIZZA FOR LIFE CHALLENGE PROVIDED BY PIZZA HUT, LLC

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

- 1. **Promotion Period:** The "Hut Rewards Pizza for Life Challenge" ("Promotion") begins at 6:00 a.m. Central Time ("CT") on Thursday, August 24, 2017 and ends at 11:59 p.m. CT on Thursday, August 31, 2017 or when the first correct response to the question provided below is received and verified, whichever is sooner ("Promotion Period"). The Promoter's time clock will be the official time keeping device for this Promotion. All interpretations of these Terms and Conditions and decisions made by Promoter relating to the Promotion are final.
- **2. Eligibility:** The Promotion is open to persons legally and physically residing in one of the 50 United States or the District of Columbia who are Hut Rewards members at least the age of majority in their state of residence at time of submission: 18 years of age in most states, 19 in Alabama and Nebraska, 21 in Mississippi. Employees, agents, directors of Pizza Hut, LLC ("Promoter"), its 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 Promotion ("Promotion 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 participate Promotion.

By participating in this Promotion, participants: (a) agree to be bound by these Terms and Conditions and by the interpretations of these Terms and Conditions by Promoter and by the decisions of Promoter; (b) acknowledge compliance with these Terms and Conditions; (c) represent and warrant that he or she meets all the eligibility criteria set forth in these Terms and Conditions; (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 Promotion Entities from and against any and all liability arising out of or relating in any way to participant's participation in Promotion and to release all rights to bring any claim, action or proceeding against Promotion 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 participant's participation in Promotion or the receipt or acceptance, redemption, possession, use or misuse of the Award (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 Participate: In order to participate the Promotion participants must: (i) visit youtube.com/pizzahut and locate and watch the Hut Rewards video specified on the page; and (ii) guess how many dominoes were toppled in the video and submit your guess to <a href="https://hut.com">hutRewards@PizzaHut.com</a> along with your complete name, mailing address, date of birth and email address. Limit one (1) submission per person using only one (1) email address throughout the Promotion Period. In order for participant to submit an eligible submission, participant must have a valid Hut Rewards account. Participants can open Hut Rewards account for free at www.pizzahut.com/hutrewards. Participant must not use more than one (1) email address to participate in Promotion. Message and data rates may apply if participant participates in Promotion via mobile device.

All information submitted to Promoter by participants is subject to and will be treated in a manner consistent with Promoter's Privacy Policy accessible at **www.pizzahut.com**. By participating in Promotion, participants hereby agree that Promoter may collect and use their personal information in compliance with its Privacy Policy and acknowledge that they have read and accepted the Promoter Privacy Policy.

In the event of a dispute over who submitted a winning submission, the "authorized account subscriber" of the email address used to participate in Promotion at the actual time of submission, will be deemed to be the participant. Proof to Promoter's satisfaction of being the authorized account subscriber may be required by Promoter.

**4. Award (1):** Award recipient will receive Pizza Hut for life, awarded in the form of 312,000 points deposited into winner's Hut Rewards account, with a total approximate retail value ("ARV") of \$15,000. Award will be fulfilled to Award recipients Hut Rewards within approximately seven (7) days from the end of the Promotion Period. **Hut Rewards points are subject to certain terms as specified by Promoter. Hut Rewards points are subject to expiration terms, including the requirement that a minimum of 1 Hut Rewards point must be redeemed every six (6) months to maintain non-redeemed quantity of Hut Rewards points provided in connection with Award provided.** 

- **Publicity Release:** By participating in the Promotion, each participant grants to Promoter, and its representatives, affiliates, licensees and assigns, the right and permission to record, film, videotape and photograph the Award recipient ("Images"). These Images will be owned by Promoter. Promoter 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 Award information and any other attributes of Award recipient, 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 Promotion Award recipient List or any other lawful purpose whatsoever, in perpetuity, throughout the world, without additional compensation, consideration, notification or permission, except where prohibited by law.
- **6. Award Recipient Determination:** The one (1) participant to first submit the correct number of toppled dominoes in the Hut Rewards video (as determined by Promoter, in its sole discretion) will be deemed the potential award recipient. In the event no participants correctly guess the exact number of toppled dominoes in the Hut Rewards video, the individuals to submit the number closest to the exact number will be deemed the potential award recipient.
- Award recipient Verification: Promoter will attempt to contact the potential Award recipient via phone, email and/or mail on or about September 6, 2017 and potential award recipient must respond to Promoter within two (2) days with the information requested to be eligible for award receipt. If the potential Award recipient does not respond within the allowed period of time, or does not meet the eligibility requirements of these Terms and Conditions, the participant who was next to submit the correct number of toppled dominoes (or closest to the correct number) may be notified. The potential Award recipient 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 Award recipient. Providing potential Award recipient is in compliance with the Terms and Conditions and has successfully proven eligibility when required potential Award recipient will be determined to be the ("Award recipient"). In the event of non-compliance by the potential Award recipient such potential Award recipient shall be disqualified and all privileges otherwise due as an Award recipient shall be terminated and an alternative potential Award recipient next in contention for award recipient designation may be notified. Promoter expressly reserves the right to delay the announcement of the Award recipient for any reason Promoter deems necessary. In addition, Promoter reserves the right to select an alternate Award recipient in event that the potential Award recipient fails to comply with these Terms and Conditions.

By participating in Promotion, Award recipient acknowledges that Promotion Entities have not and will not obtain or provide insurance of any kind relating to the Awards and that Award recipient will be responsible for obtaining and paying for any form of insurance relating to the Award that Award recipient deems appropriate.

- **8. Award Terms:** If for any reason Award is unavailable or Award or related event is delayed, cancelled or postponed, or for any other reason, Promoter reserves the right to modify the Promotion in its sole discretion and award a substitute Award, or portion of Award, of comparable or greater value as set forth in these Terms and Conditions. No substitution, transfer, assignment or cash equivalent of the Award, or any portion thereof, is permitted by the Award recipient. Promotion Entities shall have no responsibility or obligation to the Award recipient who is unable or unavailable to, or who does not for any reason, accept or utilize the Award. All costs and expenses not specifically listed above as part of the Award are solely Award recipient's responsibility. AWARD IS PROVIDED "AS IS". PARTICIPANTS ACKNOWLEDGE THAT PROMOTION 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 AWARDS AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Awards pictured in online television, print advertising, and other Promotion materials are for illustrative purposes only. Arrangements for the fulfillment of the Awards will be made by Administrator and/or Promoter.
- **Taxes:** All federal, state and local taxes, and any other costs and expenses associated with acceptance or use of the Award not specifically provided for in these Terms and Conditions are solely the Award recipient's responsibility.
- **10. General Terms:** Promotion Entities are not responsible if Promotion cannot take place, or if Award 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 Promotion Entities. If, for any reason Promotion 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 Promotion Entities, which, in Promoter's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, Promoter reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend Promotion, or any part of the Promotion. If Promotion or any part of the Promotion is terminated or modified prior to the closing date of the Promotion, notice will be posted on Pizza Hut and Pizza Hut All-American social channels if time permits. Promoter reserves the right to modify and amend these Terms and Conditions from time to time during Promotion for clarification purposes. Failure by Promoter to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

Promotion Entities assume no responsibility for and will disqualify submissions that are: stolen, late, lost, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged, destroyed, delayed, misdirected, or not received submissions, or that have incorrect or inaccurate submission information, whether caused by any of the equipment or programming associated with or utilized in the Promotion, or by any human, mechanical or electronic error that may occur in the processing of the submissions in Promotion, or other errors appearing within the Terms and Conditions or in any Promotion related advertisements. Promotion Entities assume no responsibility for any typographical or other error in the printing of the offer, administration of Promotion, errors in processing submissions, identifying the Award recipients, in the announcement of the Award and Award recipient, and the delivery of the Award, 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 participant'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 Promotion. Use of any device to automate or subvert submission is prohibited and any submissions received by such means will be void. Participants are prohibited from obtaining any submissions by any fraudulent or inappropriate means, including, without limitation, offering awards or other inducements to members of the public, as determined by Promoter in its sole discretion. No software-generated, robotic, programmed, script, macro or other automated submissions are permitted and any submissions received by such means will be void. Promoter 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 submission; (ii) to have tampered with the submission process or the operation of Promotion; (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 Award recipient or Promotion Entities into disgrace; (v) to have provided inaccurate information on any legal documents submitted in connection with Promotion; or (vi) to be acting in violation of these Terms and Conditions. ANY VIOLATION OF THESE TERMS AND CONDITIONS BY AN AWARD RECIPIENT WILL RESULT IN SUCH AWARD RECIPIENT'S DISQUALIFICATION AS AN AWARD RECIPIENT OF THE PROMOTION AND ALL PRIVILEGES AS AN AWARD RECIPIENT WILL BE IMMEDIATELY TERMINATED.

AS A CONDITION OF PARTICIPATING IN THE PROMOTION, PARTICIPANT AGREES THAT: (I) UNDER NO CIRCUMSTANCE WILL PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND PARTICIPANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, OTHER THAN FOR OUT-OF-POCKET EXPENSES; (II) PARTICIPANT 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 PROMOTION, OR ANY AWARD AWARDED, SHALL BE RESOLVED INDIVIDUALLY -- WITHOUT RESORT TO ANY FORM OF CLASS ACTION -- BY BINDING ARBITRATION (BY A SINGLE NEUTRAL ARBITRATOR SELECTED BY PROMOTER 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 PROMOTION 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 PROMOTION OR UNDERMINE THE CONTENT OR THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, PROMOTER WILL DISQUALIFY ANY SUCH PARTICIPANT, AND PROMOTER RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON OR PERSONS TO THE FULLEST EXTENT PERMITTED BY LAW.

- **11. Request for Name of Award recipient and Terms and Conditions:** All requests for a copy of the Terms and Conditions and for the name of the Award recipient (first name and state) must be made by October 1, 2017. Vermont residents may omit return postage if requesting a set of Terms and Conditions. For the name of the Award recipient and/or Terms and Conditions: (i) send a self- addressed stamped envelope to: **7100 Corporate Drive Plano, TX 75024** and (ii) write, as applicable, "Award recipient's Name" or "Terms and Conditions" on the lower left hand corner of the envelope.
- 12. Provided by: This Promotion is provided by Pizza Hut, LLC. 7100 Corporate Dr., Plano, TX 75024.