

## Terms and Conditions

### Ultimate Cheesy Crust – 'Tis the Cheese'n Sweepstakes 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 "Ultimate Cheesy Crust – 'Tis the Cheese'n Sweepstakes" ("Promotion") begins at 6:00 a.m. Central Time ("CT") on Monday, November 13, 2017 and ends at 11:59 p.m. CT on Friday, December 8, 2017 ("Promotion Period"). The Sponsor's time clock will be the official time keeping device for this Promotion. All interpretations of these Terms and Conditions and decisions made by Sponsor 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 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"), 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 in the 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 Sponsor and by the decisions of Sponsor; (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 Enter:** In order to enter the Promotion entrants must do all of the following to receive one (1) entry: (i) log onto their Twitter account; (ii) visit the Pizza Hut Twitter page @PizzaHut where they can follow @PizzaHut and view its tweets and (iii) post a tweet with a pizza slice emoji and a gift emoji and also include the hashtags #tisthecheesen and #sweeps in your tweet to enter. **The content of your tweet 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) Twitter account throughout the Sweepstakes Period. In order for entrant to submit an eligible entry via or Twitter, entrant must have a valid Twitter account set as **non-private**. Entrants can open a Twitter account for free by registering with twitter.com. **Entrant must not use more than one (1) Twitter account to participate in Sweepstakes. Message and data rates may apply if entrant participates in Sweepstakes via mobile device.**

All information submitted to Sponsor by participants is subject to and will be treated in a manner consistent with Sponsor's Privacy Policy accessible at [www.pizzahut.com](http://www.pizzahut.com). By participating in Promotion, participants 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.

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

**4. Awards (30):** Each award recipient will receive a holiday starter package featuring an assortment of pizza-themed items that include but are not limited to a pizza blanket, pizza scented candle, pizza twinkle lights, ugly holiday pizza sweater, pizza slippers, pizza holiday ornament, pizza beanie, etc. Each holiday starter package award has an approximate retail value ("ARV") of \$150. The total ARV of all awards: \$4,500. Award will be mailed to winner's provided address within approximately seven (7) days from the end of the Promotion Period

**5. Publicity Release:** By participating in the Promotion, each participant grants to Sponsor, and its representatives, affiliates, licensees and assigns, the right and permission to record, film, videotape and photograph the award recipients

("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 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 thirty (30) potential award recipients will be chosen at random at the end of the Promotion Period from among all eligible entries received. The odds of receiving an award will depend on the total number of eligible entries received.

**7. Award recipient Verification:** Sponsor will attempt to contact the potential award recipients via Twitter direct message or comment on or about December 10, 2017 and potential award recipients must respond to Sponsor within two (2) days with the information requested to be eligible for award receipt. If a potential award recipient does not respond within the allowed period of time, or does not meet the eligibility requirements of these Terms and Conditions, an alternate potential award recipient may be selected and notified. The potential award recipients 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, a potential award recipient will be confirmed and verified as an 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. Sponsor expressly reserves the right to delay the announcement of an award recipient for any reason Sponsor deems necessary. In addition, Sponsor reserves the right to select an alternate award recipient in event that a 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 an 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 any award or related event is delayed, cancelled or postponed, or for any other reason, Sponsor reserves the right to modify the Promotion in its sole discretion and award a substitute an award, or portion of an 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 Sponsor.

**9. Taxes:** All federal, state and local taxes, and any other costs and expenses associated with acceptance or use of an award not specifically provided for in these Terms and Conditions are solely each award recipient's responsibility.

**10. General Terms:** Promotion Entities are not responsible if Promotion cannot take place, or if an 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 Sponsor's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor 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 social channels if time permits. Sponsor reserves the right to modify and amend these Terms and Conditions from time to time during Promotion for clarification purposes. Failure by Sponsor 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 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 Promotion, or by any human, mechanical or electronic error that may occur in the processing of the entries 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 entries, 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 the entry process is prohibited and any entries received by such means will be void. **Participants are prohibited from obtaining any entries by any fraudulent or inappropriate means, including, without limitation, offering awards 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 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 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 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, SPONSOR WILL DISQUALIFY ANY SUCH PARTICIPANT, 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.

**11. Request for Name of Award recipients and Terms and Conditions:** All requests for a copy of the Terms and Conditions and for the names of the Award recipients (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 names of the Award recipients 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 List" or "Terms and Conditions" on the lower left hand corner of the envelope.

**12. Sponsored by:** This Promotion is sponsored by Pizza Hut, LLC. 7100 Corporate Dr., Plano, TX 75024.