THE PIZZA HUT[®] P'ZONE[®] MARCH MADNESS OFFER OFFICIAL TERMS AND CONDITIONS

NO PURCHASE NECESSARY. OPEN ONLY TO PERSONS WHO (1) ARE LEGALLY AND PHYSICALLY RESIDING IN ONE OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA, (2) ARE AT LEAST THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE (18 YEARS OF AGE IN MOST STATES, 19 IN ALABAMA AND NEBRASKA, 21 IN MISSISSIPPI) (3) ARE HUT REWARDS MEMBERS PRIOR TO THE START OF THE OFFER AND (4) HAVE OPTED-IN TO PARTICIPATE WITHIN THEIR HUT REWARDS ACCOUNT PRIOR TO THE START OF THE OFFER.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW. VALID WHILE SUPPLIES LAST. VALID AT PARTICIPATING LOCATIONS ONLY.

The Pizza Hut[®] P'ZONE[®] March Madness Offer ("Offer") is sponsored by Pizza Hut, LLC ("Sponsor"), 7100 Corporate Drive, Plano, Texas 75024. This Offer is in no way sponsored, endorsed or administered by, or associated with the NCAA.

- 1. OFFER TIMING: The Offer begins at the start of the first Men's Final Four basketball game, scheduled to take place on April 6, 2019 and ends at the conclusion of the NCAA National Championship game, scheduled to take place on April 8, 2019 ("Offer Period"). For purposes of clarity, the Offer Period will consist of three (3) basketball games in total; the two (2) Final Four basketball games, and the one (1) NCAA National Championship game (those three basketball games (the "Applicable Games"). The Sponsor's computer is the Offer's official time clock. Sponsor reserves the right to terminate this Offer at any time.
- 2. ELIGIBILITY: The Offer is offered only to individuals who (i) are legal residents of the fifty (50) United States and the District of Columbia, (ii) are at least the age of majority in their state of residence (18 years of age in most states, 19 in Alabama and Nebraska, 21 in Mississippi), (iii) are a Hut Rewards member prior to the start of the Offer Period; and (iv) have opted-in to participate in the Offer within their Hut Rewards account prior to the start of the Offer Period (an individual meeting all four requirements, an "Eligible Hut Rewards Member"). Employees, agents, successors, and assignees of Sponsor, their subsidiaries and affiliate companies, Sponsor's franchisees, their subsidiaries and affiliate companies of each of their immediate family (*i.e.*, spouse, parent, child, sibling, and the "steps" of each) and persons living in the same household of each are not eligible to participate in the Offer and shall be ineligible for any redemption or Gift covered herein. All applicable federal, state and local laws and regulations apply. Void in Puerto Rico and where prohibited or restricted by law. Receiving a Gift (as defined in Section 3) is contingent upon fulfilling all requirements set forth herein.
- **3.** HOW THE OFFER WORKS: Individuals who are Eligible Hut Rewards Members will receive a free pepperoni P'ZONE[®] pizza posted to the "special offers" section of their Hut Rewards account that can only be unlocked and redeemed on Wednesday, April 17, 2019 (the "Gift") <u>if and only if</u> a team from one (1) or more of the three (3) Applicable Games during the Offer Period makes a 17-point or more comeback and wins the respective game. If a team does not make a 17-point or more comeback, or makes a 17-point or more comeback and does not win the respective game, no free pepperoni P'ZONE[®] pizza rewards will be provided.

Limit One (1) Gift (if applicable) per Eligible Hut Rewards Member throughout the Offer. If more than one team makes a 17-point or more comeback in an Applicable Game and each of those teams ultimately ends up winning their Applicable Game, an Eligible Hut Rewards Member will still only receive one (1) Gift.

- 4. GIFTS AND APPROXIMATE RETAIL VALUE ("ARV"): If applicable, each "Gift" is one (1) pepperoni P'ZONE[®] pizza posted to the "special offers" section of a Hut Rewards Members account that can only be unlocked and redeemed on Wednesday, April 17, 2019 if the criteria set forth in Section 3 above is met. The ARV of each Gift is \$5.99. The right to receive a Gift is non-assignable, non-transferable and no Gift substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a Gift of equal or greater value in case of unavailability of the Gift or force majeure, at Sponsor's sole and absolute discretion. All other costs and expenses not expressly set forth herein (including, but not limited to, all taxes, delivery charges, tips, etc.) shall be solely the Gift recipient's responsibility. Delivery charges are not a driver tip. The Offer Entities shall not be held responsible for any delays in awarding a Gift for any reason. If, after a good-faith attempt, Sponsor is unable to award or deliver a Gift are solely the responsibility of the Gift recipients.
- 5. GIFT RECIPIENT VERIFICATION: The potential Gift recipients will be notified via e-mail by Sponsor or its authorized designee at the e-mail address associated with his/her Hut Rewards account. If a potential Gift recipient is disqualified, found to be ineligible or not in compliance with these Official Terms and Conditions, or declines to accept a Gift, the Gift may be forfeited. Sponsor will attempt to notify the potential Gift recipients as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation, e-mails that are not received because of a Gift recipient's privacy or spam filter settings which may divert any Offer e-mail, including any Gift recipient.
- 6. LIMITATION OF LIABILITY: By participating in this Offer, participants agree that the Offer Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, or undeliverable e-mail notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Offer; (vii) any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Offer and/or accepting a Gift; and (viii) emails that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Terms and Conditions. Further, the Offer Entities are not responsible for any unanswered or undeliverable Gift notifications.

By accepting and/or redeeming a Gift (if applicable), individuals agree: (i) to be bound by these Official Terms and Conditions, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Offer; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability,

costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Offer, including, but not limited to, any Offer-related activity or element thereof; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Gift (or any component thereof); (d) any change in the Gift being provided (if applicable); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed Gifts or notification (or any element thereof); or (h) the negligence or willful misconduct by any Gift recipient.

If, for any reason, the Offer is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Offer and/or proceed with the Offer, including the determination of Gift recipients (if applicable) in a manner it deems fair and reasonable. Without limiting the foregoing, everything regarding this Offer, including the Gifts, is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

- 7. DISPUTES: THIS OFFER IS GOVERNED BY. AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN DALLAS COUNTY, TEXAS. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN TEXAS. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN DALLAS COUNTY, TEXAS. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE. EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. GIFT RECIPIENTS (IF APPLICABLE) AGREE THAT THE RIGHTS AND OBLIGATIONS OF THE OFFER ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE OFFER PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.
- **8. PRIVACY POLICY:** These Official Terms and Conditions are in accordance with Sponsor's Privacy Policy as stated at https://www.pizzahut.com/index.php#/privacy-policy.
- **9. GENERAL:** Any attempted form of participation in this Offer other than as described herein is void. Sponsor reserves the right to disqualify any Gift recipient found or suspected, in Sponsor's sole and absolute discretion, to be tampering with the operation of the Offer; to be acting in violation of these Official Terms and Conditions; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Offer. Any attempted form of participation in this Offer other than as in these Official Terms and Conditions is void. If it is discovered that a person has registered for a Hut Rewards account or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded

any Gift that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Offer will void any attempted participation effected by such methods and the disgualification of the individual utilizing the same. Gift recipients may be required to provide proof of identification and eligibility as required by Sponsor. In the event of a dispute as to the identity of a Gift recipient, the recipient will be declared to be the authorized account holder of the e-mail address submitted at the time of Hut Rewards member registration. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each Gift recipient may be required to show proof of being an authorized account holder. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE OFFER IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) **RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Terms and Conditions or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Official Terms and Conditions or the Gift documents will not affect the validity or enforceability of any other provision. No Gift recipient (if applicable) shall have the right to modify or amend these Official Terms and Conditions. Sponsor's failure to enforce any term of these Official Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. In the event of any conflict with any Offer details contained in these Official Terms and Conditions and Offer details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Offer as set forth in these Official Terms and Conditions shall prevail.

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

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