

**Shari's Management Corporation "Win Shari's For a Year" Instant Win Game Official Rules**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.**

**CONSUMER DISCLOSURE**

**Up to Five (5) 1<sup>st</sup> Prizes** are available. Each 1<sup>st</sup> Prize consists of: Fifty-Two (52) \$50 Shari's Cafe and Pies Gift Cards (the essential equivalent of eating free for a year at Shari's Cafe and Pies!) (Approximate Retail Value ("ARV") of each 1<sup>st</sup> Prize: \$2,600). \* Must be redeemed within one year of receipt. Odds of winning a 1<sup>st</sup> Prize: 1:120,400.

**Up to Ten (10) 2<sup>nd</sup> Prizes** are available. Each 2<sup>nd</sup> Prize consists of: one (1) Free Shari's Cafe and Pies Dinner for up to 10 people (ARV of each 2<sup>nd</sup> Prize: \$250). \* Must be redeemed by 11/16/2020. Odds of winning a 2<sup>nd</sup> Prize: 1:60,200.

**Up to 30,100 3<sup>rd</sup> Prizes** are available. Each 3<sup>rd</sup> Prize consists of: one (1) Free Entrée with the purchase of 2 drinks. (ARV of each 3<sup>rd</sup> Prize \$19.99). Odds of winning a 3<sup>rd</sup> Prize: 1:20.

**Up to 60,200 4<sup>th</sup> Prizes** are available. Each 4<sup>th</sup> Prize consists of: one (1) Free Breakfast with the purchase of a drink (ARV of each 4<sup>th</sup> Prize \$19.52). Odds of winning a 4<sup>th</sup> Prize: 1:10.

**Up to 150,500 5<sup>th</sup> Prizes** are available. Each 5<sup>th</sup> Prize consists of: one (1) Free Slice of Pie with purchase of a drink. (ARV of each 5<sup>th</sup> prize \$4.29). Odds of winning a 5<sup>th</sup> Prize: 1:4.

**Up to 361,185 6<sup>th</sup> Prizes** are available. Each 6<sup>th</sup> Prize consists of: \$5 off \$25 Purchase (ARV of each 6<sup>th</sup> Prize: \$5.00). Odds of winning a 6<sup>th</sup> Prize: 3:5.

**1. ELIGIBILITY:** Shari's Management Corporation "Win Shari's For a Year" Instant Win Game (the "Game") starts on or about November 18, 2019 and ends on January 19, 2020 (the "Game Period"). "Game Pieces" (as defined below) will be distributed between November 18, 2019 and the earlier of January 19, 2020, or when supplies of Game Pieces are exhausted. The Game is open only to legal residents of California, Idaho, Nebraska, Oregon, Washington and Wyoming, who are eighteen (18) years of age or older at the time of entry (the "Person"). The Game is void outside of California, Idaho, Nebraska, Oregon, Washington and Wyoming and where prohibited. Officers, directors and employees of Shari's Management Corporation, ADMM LLC and any advertising and promotion agencies involved with the administration of this Game and each of their respective parent, subsidiary and affiliated companies (all such individuals and entities collectively referred to as the "Promotion Entities"), along with their immediate family members (spouses, children, siblings, parents and their respective spouses, regardless of where they reside) and those living in the same household of each, whether or not related are not eligible to participate in the Game or win a prize. Entry in the Game does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Game, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Shari's Management Corporation 2300 9400 SW Gemini Drive, Beaverton, OR 97008 (the "Sponsor"), which shall be final and binding in all respects.

**2. TO OBTAIN A GAME PIECE:** During the Game Period, there are two (2) ways to obtain a Game Piece:

**1) Make a Purchase at a Participating Shari's Cafe and Pies:** Each Eligible Person in your party will receive one (1) game piece (each, a "Game Piece") with any purchase at participating Shari's Cafe and Pies locations in California, Idaho, Nebraska, Oregon, Washington and Wyoming, while

supplies last. As the Game progresses, some participating Shari's Cafe and Pies locations may run out of Game Pieces before others. For a full list of participating Shari's Cafe and Pies locations, visit Shari's Cafe and Pies website at <https://www.sharis.com/>. Limit one (1) Game Piece per Person at each party/table. Game Pieces must be redeemed on or before January 19, 2020 (the "**Final Redemption Date**") as more fully set forth below.

**2) Via Mail:** In order to obtain a Game Piece without making a purchase, while supplies last, hand print, on a 3" x 5" card, your name, complete address, daytime phone number (including area code), and date-of-birth and send the completed card along with a hand printed, self-addressed stamped envelope ("**SASE**") (no PO Boxes) to: ADMM LLC, 1415 W. Magnolia Blvd, Suite 102, Burbank, CA, 91506, Attn: Shari's Management Corporation Restaurants "Win Shari's For a Year" Instant Win Game Piece Request. Only one (1) Game Piece per request will be sent. You may send as many Game Piece requests as you wish; however, there is a limit of one (1) request per outer postmarked envelope. Each request must be sent in a separate outer mailing envelope with the requestor's first and last name, street address, city, state and zip or postal code (name and address must match the return name and address on SASE) written in the upper left-hand corner of the outer envelope. Requests that are sent in business reply envelopes, that utilize address labels or stickers, that are photocopied, hand-stamped, computer-generated or otherwise mechanically produced or reproduced, that are not mailed in separate outer mailing envelopes, that subvert the participation process or that otherwise fail to comply with these Official Rules will NOT be honored, acknowledged or returned, and the persons submitting such requests will forfeit any corresponding postage and unused envelopes. Free Game Piece requests must be postmarked by December 9, 2019 and received by December 16, 2019 unless supplies of Game Pieces are exhausted before such dates. No copies, facsimiles or mechanical reproductions of requests will be accepted. The Promotion Entities are not responsible for lost, late, damaged, misdirected, illegible, and incomplete, stolen or postage due mail/Game Piece requests, Game Pieces or mail fulfilling such requests. Game Pieces that are fraudulent, forged, obtained through illegitimate channels, tampered with, or otherwise obtained in a manner that is not in compliance with these Official Rules will be void. **DO NOT SCRATCH YOUR GAME PIECE. EACH GAME PIECE MUST BE SCRATCHED IN FRONT OF A SHARI'S CAFE AND PIES MANAGER (the "Shari's Cafe and Pies Manager"). GAME PIECES ARE VOID IF SCRATCHED IN ADVANCE.**

### **3. HOW TO PLAY INSTANT WIN GAME/CLAIM PRIZE/DISCOUNT:**

**How to Play:** During the Game Period, bring an UNSCRATCHED Game Piece to a participating Shari's Cafe and Pies Restaurants location **during a visit that is separate from the visit when the Game Piece was first obtained. This is always the rule. To be clear, for example, if you do not obtain your Game Piece until January 18, 2020, you will have to make a second visit to scratch off your Game Piece and you must do so before the end of the Game Period. DO NOT SCRATCH YOUR GAME PIECE. EACH GAME PIECE MUST BE SCRATCHED IN FRONT OF A SHARI'S CAFE AND PIES MANAGER. GAME PIECES ARE VOID IF SCRATCHED IN ADVANCE.** A Shari's Cafe and Pies Manager will supervise the customer scratching off the prize section of the Game Piece to reveal the prize/discount and subject to verification of eligibility, validity of the Game Piece and compliance with these Official Rules, the participant will be entitled to receive the prize/discount indicated on the Game Piece (the scratched off Game Piece shall be referred to herein as the "**Instant Win Game Piece**"), redeemable at a separate, future visit. You are not required to make a purchase to have a Shari's Cafe and Pies Manager certify the scratch off of your Game Piece. **ALL GAME PIECES NOT SCRATCHED IN FRONT OF A SHARI'S CAFE AND PIES MANAGER AT A PARTICIPATING SHARI'S CAFE AND PIES LOCATION AND/OR DURING THE SAME VISIT THAT THE GAME PIECE WAS RECEIVED, OR THAT ARE DAMAGED OR TAMPERED WITH IN ANY WAY WILL BE VOID.**

**To Claim First or Second Prize/Discount:** After a Shari's Cafe and Pies Manager has certified the scratch off of the revealed prize/discount on your Instant win Game Piece, follow Shari's Cafe and Pies Manager's instructions to complete the "Prize Winner Declaration" (as defined below). Only the original Instant Win Game Piece will be accepted. You must claim your First or Second Prize on or before the Final Redemption Date during a separate visit from when you obtained your Game Piece. You will have ten (10) days from the date that your prize/discount is revealed to complete the Prize Winner Declaration. Failure to complete the Prize Winner Declaration, or completing the Prize Winner Declaration in a manner that indicates that you were not eligible to participate in the Game, may result in your disqualification.

**To Claim Third through Sixth Prize/Discount:** Food prizes must be claimed during a separate visit to a participating Shari's Cafe and Pies than when the Instant Win Game Piece was obtained. All prizes/discounts must be claimed on or before the Final Redemption Date. Game Pieces are void after January 19, 2020. Valid for Dine-In only. Prizes/discounts may not be combined with any other offers, discounts, prizes or coupons.

**General Prize Claim & Participation Conditions:** Limit one (1) food prize redemption/discount per party per visit. In the event of any conflict between these Official Rules and the terms and conditions on the Instant Win Game Piece, these Official Rules shall govern and control. Unclaimed prizes, including food prizes and First and Second Prizes, and prizes claimed not in compliance with these Official Rules, will not be awarded. No cash alternative or prize substitutions will be allowed, except Sponsor reserves the right to substitute prizes/discounts of comparable value if a prize listed is unavailable for any reason. Prizes/discounts will be awarded only if the potential winner fully complies with these Official Rules. Prizes/discounts are non-assignable and nontransferable. Each Prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the prize. Shari's Management Corporation will provide Forms 1099 to First and Second Prize winners, as the total winnings will exceed an approximate retail value of \$600. Prizes/discounts pictured in point-of-sale, online, television and print advertising, promotional packaging and other Game materials are for illustrative purposes only. Actual prizes/discounts may vary from the prizes pictured. All details and other restrictions of prizes/discounts not specified in these Official Rules will be determined by Sponsor in its sole discretion.

First and Second Prize winners will be subject to additional restrictions. For First Prize winners, fifty-two (52) Gift Cards will be delivered to the winner within ten (10) days of the winner's execution and the verification of the Prize Winner Declaration, and the Gift Cards must be used within one year of receipt. Additional restrictions apply on the use of Gift Cards, including: 1) Gift Cards have no cash value, 2) Gift Cards are not valid towards the purchase of gift cards, 3) Gift Cards are not valid for alcohol purchases, 4) Gift Cards cannot be combined with other promotions or discounts, 5) a Gift Card must be redeemed in its entirety at time of purchase (i.e. no change will be made in exchange of redemption of a Gift Card), 6) Gift Cards cannot be used to pay taxes, 7) Gift Cards cannot be used to pay gratuities or tips.

For Second Prize winners, the Prize shall be awarded to the winner and up to nine (9) guests of his or her choosing, at a date, time and location that is mutually convenient to the winner and the Location on or before November 16, 2020. The location shall be at a Shari's Cafe and Pies selected by the winner that is open as of the date selected for the winner's receipt of the Prize. In addition, the Second Prize free dinner may not be used to obtain alcoholic beverages free of charge. A winner or guests of legal drinking age may consume alcohol at the dinner, but the winner or guests will be required to pay full price for such beverages.

Each potential First or Second Prize winner will be required to execute a Declaration of Eligibility/Liability Release, including (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Winner's Declaration**"). If any potential winner fails or refuses to sign and return the Prize Winner's Declaration within ten (10) days of prize notification (or such shorter time if exigencies so require), the

winner may be disqualified. If the potential winner's completion of the Prize Winner's Declaration established that the potential winner is not eligible to participate in the Game, the winner will be disqualified.

Game Pieces will be deemed null and void and will be rejected if not obtained through authorized, legitimate channels. If any part of any Game Piece is counterfeited, or if the Game Piece comes from other games or promotion, or if any part is illegible, mutilated, eaten or tampered with in any way, or if it contains or reflects printing, typographical, mechanical or other errors, the Game Piece will be rejected and considered void and invalid. Sponsor's liability for any irregular or erroneous Game Piece shall be limited to replacement of the Game Piece with another Game Piece, while supplies last, and such replacement Game Piece shall be each entrant's sole and exclusive remedy under the circumstances. Each participant acknowledges and agrees that the verification decisions of the Sponsor shall be final, binding and conclusive in all matters relating to the Game. Sponsor shall have no liability for any Game Piece that is lost, intercepted or not received by the Sponsor for any reason. Only the type and quantity of prizes described in these Official Rules will be awarded. If, due to printing or production errors or for any reason, more potential winners come forward seeking to claim prizes/discounts in excess of the number of each type of prize/discount set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes/discounts available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s)/discounts. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. In no event will more than the advertised number of prizes/discounts be awarded.

**4. PRIZES/ODDS OF WINNING:** A total of 602,000 Game Cards are available. Up to **Five (5) 1<sup>st</sup> Prizes** are available: Each 1<sup>st</sup> Prize consists of: Fifty-Two (52) \$50 Shari's Cafe and Pies Gift Cards (the essential equivalent of eating free for a year at Shari's Cafe and Pies!)\* after the Prize Winner's Declaration has been executed and verified) (Approximate Retail Value ("ARV") of each 1<sup>st</sup> Prize: \$2,600). \* Must be redeemed within one year of receipt. Odds of winning a 1<sup>st</sup> Prize: 1:120,400. . Up to **Ten (10) 2<sup>nd</sup> Prizes** are available. Each 2<sup>nd</sup> Prize consists of: one (1) Free Shari's Cafe and Pies Dinner for up to 10 people \* (awarded after the Prize Winner's Declaration has been executed and verified) (ARV of each 2<sup>nd</sup> Prize: \$250).\* Must be redeemed by 11/16/2020. Odds of winning a 2<sup>nd</sup> Prize: 1:60,200. Up to Thirty thousand one hundred (30,100) **3<sup>rd</sup> Prizes** are available. Each 3<sup>rd</sup> Prize consists of: one (1) Free Entrée (ARV of each 3<sup>rd</sup> Prize \$19.99). Odds of winning a 3<sup>rd</sup> Prize: 1:20. Up to Sixty thousand two hundred (60,200) **4<sup>th</sup> Prizes** are available. Each 4<sup>th</sup> Prize consists of: one (1) Free Breakfast with Purchase of a drink (ARV of each 4<sup>th</sup> Prize \$19.52). Odds of winning a 4<sup>th</sup> Prize: 1:10. Up to One hundred fifty thousand five hundred (150,500) **5<sup>th</sup> Prizes** are available. Each 5<sup>th</sup> Prize consists of: one (1) Free Slice of Pie with purchase of a drink. (ARV of each 5<sup>th</sup> prize \$4.29). Odds of winning a 5<sup>th</sup> Prize: 1:4. Up to Three hundred sixty-one thousand one hundred eighty-five (361,185) **6<sup>th</sup> Prizes** are available. Each 6<sup>th</sup> Prize consists of a coupon for: \$5 off \$25 Purchase (ARV of each 6<sup>th</sup> Prize: \$5.00). Odds of winning a 6<sup>th</sup> Prize: 3:5.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any Prize/discount furnished in connection with the Game. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

**5. GENERAL CONDITIONS:** Acceptance of a Prize/discount constitutes each winner's permission for Sponsor to use winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation, notification, or permission (unless prohibited by law). Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without

limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Game or any Game-related activity (including any travel related thereto), or from entrants' acceptance, receipt, possession and/or use or misuse of any Prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any Prize, including, without limitation, to such Prize's quality or fitness for a particular purpose. Promotion Entities are not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions, mail, Prize claims, Game Pieces or Prize notifications, or for any technical malfunctions, failures, difficulties or other errors of any kind or nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation or administration of the Game, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Game, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor reserves the right to modify, extend, suspend, or terminate the Game if it determines, in its sole discretion, that the Game is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Game as contemplated herein. In the event Sponsor is prevented from awarding Prizes or continuing with the Game as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Game. Only the type and quantity of Prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. There shall be no prize substitution, except at sole discretion of Sponsor. Prizes are not redeemable for cash and no change will be given. All prize details are at Sponsor's sole discretion. Prize cannot be substituted, transferred to a third party or redeemed for cash value, except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value if the advertised prize is unavailable for any reason.

**6. GOVERNING LAW/JURISDICTION:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE GAME SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF OREGON WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

**7. PRIVACY:** Entry information may be shared with Sponsor's promotional partners and to the extent required for prize fulfillment purposes. Except as otherwise contemplated in these Official Rules, and to the extent entrants may otherwise elect at the time of entry, personal information collected in connection with the Game will be used in accordance with Sponsor's privacy policy located at <https://www.sharis.com/privacy-policy/>.

**8. DISPUTES:** By participating in the Game, each entrant agrees that: (1) any controversy or claim arising out of or relating to (i) the Game, (ii) the awarding or redemption of any Prize/discount and/or (iii) the determination of the scope or applicability of these Official Rules or their enforcement, arbitrability or interpretation (each, a “**Claim**”) entrant may have against the Sponsor will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (“**FAA**”), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held in California; (4) the arbitrator’s decision shall be controlled by the terms and conditions of this Agreement and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Game; (5) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only entrant’s and/or Sponsor’s individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) the arbitrator shall not have the power to award punitive damages against the entrant or Sponsor; (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125 USD, and entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on entrant’s behalf, subject to ultimate allocation by the arbitrator. In addition, if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at [www.jamsadr.com](http://www.jamsadr.com).

**9. SOCIAL MEDIA RELEASE:** By participating in the Game, each entrant agrees that any social media channel in which the Game was promoted by Sponsor (i.e., Facebook, Twitter, Instagram, SnapChat, email): (a) shall not be responsible or liable for, and is hereby released from, any claims, losses, damages or injuries of any kind (including death) resulting, in whole or in part, directly or indirectly, from entrant’s participation in the Game or any Game -related activity, or from acceptance, receipt, possession and/or use/misuse or inability to use a prize, and (b) have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to a prize, including, without limitation, to such prize’s quality or fitness for a particular purpose. Entrant further acknowledges that the Game is in no way sponsored, endorsed, administered by, or associated with the social media channel in which it was promoted.

**10. WINNERS LIST:** For any legally required list of winners of 1<sup>st</sup> and 2<sup>nd</sup> Prize winners (available after January 19, 2020), send a self-addressed stamped envelope by **March 18, 2020** to ADMM LLC, 1415 W. Magnolia Blvd, Suite 102, Burbank, CA, 91506. Attn: Shari’s Management Corporation “Win Shari’s For a Year” Instant Win Game Request for Winners List.

**SPONSOR:** Shari’s Management Corporation: 9400 SW Gemini Drive, Beaverton, OR 97008