

**Bakers Square Facebook Sweepstakes  
Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE.  
A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.  
VOID WHERE PROHIBITED.**

**1. Eligibility: Bakers Square Facebook Sweepstakes** (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age or older at the time of entry. Void where prohibited by law. Employees, former employees, officers, and representatives of American Blue Ribbon Holdings, LLC ("Sponsor"), and any of its subsidiaries, affiliates, parent company, distributors, divisions and agencies, and their immediate families (spouse, parents, siblings and children, including "step" of any of the foregoing) and individuals living in the same household with such employees, officers, and representatives are not eligible to participate or win. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entries must be received in the manner described in these Official Rules during each designated promotional period to be eligible for prizes.

**2. Sponsor:** American Blue Ribbon Holdings, LLC, a Delaware limited liability company with place of business at 400 W. 48th Avenue, Denver, CO 80216.

**3. Timing:** Sweepstakes entry periods will vary. The entry period for each drawing will be identified in the initial social media post. All dates are subject to change. Sponsor's computer is the official time keeping device for the Sweepstakes.

**4. How to Enter for a Chance to Win:** NO PURCHASE NECESSARY TO ENTER OR WIN. You can enter the Sweepstakes via Facebook by visiting [www.Facebook.com/BakersSquareRestaurants](http://www.Facebook.com/BakersSquareRestaurants) and commenting on a specific designated post for each Facebook promotional drawing. You can enter as many times as you desire; however, multiple entries will not increase your chances of winning.

Entrants assume all risk of late, misdirected, incomplete, or incorrect or mistaken entries. In case of dispute, the authorized account subscriber of the Facebook account used to enter the Sweepstakes at the actual time of entry will be deemed the participant, and must comply with these Official Rules. Limit one (1) prize per person and per household, per promotional period.

Entrants agree that personal data submitted with an entry may be collected, processed, stored and otherwise used by Sponsor and its affiliates for the purposes of conducting and administering the Sweepstakes.

By entering, entrants hereby consent to use of their name, statements, photograph, likeness and/or biographical information, in whole or in part, on the Internet and in all media now known or hereinafter developed, in perpetuity throughout the world, for all purposes, including advertising and promotional purposes, without restriction as to alteration.

Entrants agree that the rights granted to Sponsor in these Official Rules are without compensation or attribution of any kind.

By entering, entrants agree to the transmission, processing, disclosing and storage of this personal data by Sponsor and its affiliates. Sponsor's privacy policy is located at <http://www.bakerssquare.com/privacy/>.

**5. Winner Selection:** The potential winner of each Prize will be drawn randomly by the Sponsor at a time and location to be determined by the Sponsor after the entry period identified in the initial promotional drawing post has ended. The decisions of the Sponsor are final and binding in all respects. Odds of winning will be determined by the number of eligible entries received during each promotional drawing period.

Potential winners selected for the prize will be notified by Facebook message within five (5) days of the drawing. Potential winners shall comply with all response requirements set forth in the notification. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to it being awarded, such potential winner will be disqualified and an alternate winner will be selected. Sponsor shall have no liability for any potential winner notification that is not received by any potential winner for any reason, including but not limited to lost, late or misdirected mail. In the event that a potential winner of any prize is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing.

ALL POTENTIAL WINNING ENTRIES FOR EACH PRIZE ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. IF SPONSOR SO ELECTS, A POTENTIAL PRIZE WINNER AND HIS/HER PARENT/LEGAL GUARDIAN MAY BE REQUIRED TO SUBMIT TO A CONFIDENTIAL BACKGROUND CHECK TO CONFIRM ELIGIBILITY AND HELP ENSURE THAT THE USE OF ANY SUCH PERSON IN ADVERTISING OR PUBLICITY FOR THE SWEEPSTAKES WILL NOT BRING SPONSOR INTO PUBLIC DISREPUTE, CONTEMPT, SCANDAL, OR

RIDICULE OR REFLECT UNFAVORABLY ON THE SWEEPSTAKES AS DETERMINED BY SPONSOR IN ITS SOLE DISCRETION. EXCEPT WHERE PROHIBITED BY LAW, EACH POTENTIAL WINNER MAY BE REQUIRED TO SIGN AND RETURN AN AFFIDAVIT OF ELIGIBILITY AND LIABILITY AND PUBLICITY RELEASE AND PROVIDE ANY ADDITIONAL INFORMATION THAT MAYBE BE REQUIRED BY SPONSOR. POTENTIAL WINNERS SHALL RESPOND TO ALL SUCH REQUESTS WITHIN FORTY-EIGHT (48) HOURS. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE. UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

All selected potential winners must comply with all the terms and a condition of these Official Rules and winning is contingent upon fulfilling all requirements. It is the entrant's responsibility to ensure that he/she has complied with the conditions contained in these Official Rules. The selection of qualified winners is final and binding in all matters related to the Sweepstakes. Sweepstakes winner must continue to comply with all terms and a condition of these Official Rules, and winning is contingent upon fulfilling all requirements. Winner will receive his or her prize within approximately 14 days after the conclusion of each promotional drawing, notification, and confirmation. The winner may not transfer his or her prize unless authorized in writing by Sponsor before the transfer is made. Such authorization may be granted or withheld in Sponsor's sole discretion. Requests for transfer must be in writing. The person to whom the prize is transferred must meet the eligibility restrictions set forth in these Official Rules.

**6. Prizes:** Promotional drawing prizes may vary. The prize description will be listed in the initial promotional drawing post. Generally, winners will each receive one (1) FREE Whole Pie Card OR a similar Bakers Square gift card (Approximate Retail Value of \$15.00 - \$25.00).

**7. For All Prizes:** No cash or other substitution, assignment or transfer of any prizes is permitted, except by Sponsor, which reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. By accepting the prize, winner (or parent/legal guardian if winner is a minor in his/her state of residence) acknowledges that he or she meets the eligibility requirement of the Sweepstakes and is responsible for all federal, state and local taxes, surcharges, service charges, processing and handling fees, and all other costs and expenses incurred in claiming the prize. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Sponsor. No substitution, exchange or transfer of prize by any winner. Sponsor reserves the right to substitute any prize for one of equal or greater value. Each winner is responsible for all taxes and fees associated with prize receipt and/or use. Restrictions, conditions and limitations may apply. By accepting a prize, winner agrees to abide by any terms, conditions and restrictions provided by the card or certificate. Sponsor is not responsible for damage to a prize or loss of a prize after the prize has been claimed. Sponsor is not responsible if winner does not use the card or certificate within the specified period of use. Winner will not receive the difference between actual and approximate retail value.

**8. Publicity:** Except where prohibited, participation in the Sweepstakes by entering and/or acceptance of a prize constitutes entrant's consent to Sponsor's worldwide, perpetual use of winner's name, likeness, photograph, voice, opinions, biographical information (e.g., hometown and state) and all other publicity rights for promotional purposes in any and all forms of media (including, without limitation, on social media and in Sponsor's advertising and marketing) without further payment, consideration, review or consent. By accepting a prize the winner, on behalf of himself/herself and child, parent/legal guardian of a winner agrees that Sponsor and its franchisees, affiliates, subsidiaries, and their respective officers, directors, employees, representatives and agents shall not be responsible or liable for any loss, damage or injury of any kind resulting from participation in the Sweepstakes or from acceptance, delivery, receipt, possession and or use or misuse of any prize.

**9. General Conditions:** All federal, state and local laws and regulations apply. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reason causes more than the slated number of prizes as set forth in the Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims. Sponsor reserves the right to cancel or modify the Sweepstakes if fraud, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Any use of robotic, macro, automatic, programmed or like entry will void all such entries, and may subject that entrant to disqualification. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any web site or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**10. RELEASE: BY ENTERING THIS SWEEPSTAKES, ENTRANT AGREES TO RELEASE AND HOLD HARMLESS SPONSOR AND ANY PROMOTIONAL PARTNERS, EACH OF THEIR PARENT, SUBSIDIARY, AFFILIATE AND RELATED COMPANIES, AND EACH OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY THE "RELEASED PARTIES") FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, RIGHTS, CLAIMS OR CAUSES OF ACTION OF ANY KIND ARISING, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, OUT OF PARTICIPATION IN THE SWEEPSTAKES OR RESULTING DIRECTLY OR**

**INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY LOSS OR DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.**

**11. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors, or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software, lost or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, or cable transmissions; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use of any prize or while traveling to or from any prize-related activity. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that the Sweepstakes is still open.

**12. Disputes:** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, other than the administration of the Sweepstakes or the determination of winners, shall be resolved individually, without resort to any form of class action, and in accordance with the laws of the State of Colorado without regard to its principles of conflicts of law; (ii) subject to any other limitation in these Official Rules, any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF THE ENTRANT AND SPONSOR IN CONNECTION WITH THE SWEEPSTAKES, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES (WHETHER OF THE STATE OF COLORADO OR ANY OTHER JURISDICTION), WHICH WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF COLORADO. ANY AND ALL DISPUTES, CLAIMS, CAUSES OF ACTION AND LIABILITY ARISING OUT OF OR IN CONNECTED IN ANY WAY WITH THIS SWEEPSTAKES SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY LITIGATION CONDUCTED IN COURTS LOCATED IN DENVER, COLORADO.**

**13. Winners List:** For the names of winner(s), mail a self-addressed, stamped envelope to Bakers Square Facebook Sweepstakes, American Blue Ribbon Holdings, LLC, 400 W. 48th Avenue, Denver, CO 80216. Vermont residents, omit requirement of return postage. Only one request per outer envelope. Name(s) of winner(s) will be available two (2) weeks after each promotional drawing period. All requests must be received within four (4) weeks after each promotional drawing period ends.

This Sweepstakes is in no way sponsored, endorsed or administered by Facebook.

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