

## PIZZA RANCH GUEST SURVEY SWEEPSTAKES RULES AND REGULATIONS 2020

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID ANYWHERE OUTSIDE OF THE 50 UNITED STATES/DC, AND WHEREVER PROHIBITED OR RESTRICTED BY LAW.

**1. Sweepstakes Period/Entry Periods:** The Pizza Ranch Guest Survey Sweepstakes (the "Sweepstakes") will begin at 12:00:00 a.m. Central Time ("CT") on January 1, 2020 and will end at 11:59:59 p.m. CT on December 31, 2020, (the "Sweepstakes Period"). Throughout the Sweepstakes Period, there will be fifty two (52) separate entry periods (the "Entry Period(s)"), as detailed in the chart in section 3 below. One (1) random drawing (the "Random Drawing(s)") will be held on or about seven (7) days after the end of each of the twenty-nine (29) Entry Periods, from among all eligible entries received during the applicable Entry Period, in order to select one (1) potential prize winner per Entry Period. Please note the lengths of the Entry Periods vary. Entries will not carry forward into subsequent Entry Periods' Random Drawings.

**2. Eligibility:** The Sweepstakes is open only to current legal US residents currently residing in one (1) of the fifty (50) United States or the District of Columbia, who are eighteen (18) years of age or older, or the age of majority in their jurisdiction of residence, whichever is greater, as of the date of their entry. Employees, retirees, members of the employee's/retiree's same household (whether related or not) and their immediate families (defined as parents, spouse, children, siblings, grandparents, step parents, step children and step siblings) of Pizza Ranch, Inc. ("Sponsor"), Market Force ("Administrator"), and their respective affiliated companies, franchisees, sponsors, subsidiaries, advertising agencies, promotion agencies, and third party fulfillment agencies (collectively, the "Sweepstakes Entities") are not eligible to enter or win a prize in the Sweepstakes. By participating in this Sweepstakes, entrants agree to: (a) be bound by these Official Rules and the interpretations of such by Sponsor and Administrator, and by the decisions of Sponsor, which are final in all matters relating to the Sweepstakes; (b) release and hold harmless each of the Sweepstakes Entities and their respective agents, employees, officers, directors, independent contractors, successors and assigns, against any and all claims, injury or damage arising out of or relating to participation in this Sweepstakes and/or the use or misuse or redemption of a prize, and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action; (c) to permit Sponsor to use his/her name, address, city, photograph, video, or any likeness for advertising or publicity purposes without any additional compensation; and (d) the winners agree to sign a release form to this effect if requested. Void in Puerto Rico and where prohibited, or otherwise restricted by law.

**3. How To Enter:** There are two (2) possible methods of entry to this Sweepstakes, as detailed below. Regardless of method of entry, throughout the Sweepstakes Period, there is a limit of one (1) entry per person/household throughout any Entry Period. Entries indicating the same telephone number or physical address will be considered, for the purposes of this Sweepstakes, to belong to the same person/household and therefore are subject to the above restriction. By entering this Sweepstakes, regardless of method of entry, entrants agree to Sponsor's privacy policy and terms of use, which can be found at <http://www.pizzaranch.com/privacy>.

- A) Completing A Survey: To enter via this method, during an applicable Entry Period, as detailed below, you must visit a participating Pizza Ranch location (please check with your local location). Then, follow the survey invitation language on the purchase receipt, or use the link on <https://pizzaranch.com>, to fully complete the survey with all requested information no later than fourteen (14) days after such purchase was made. The survey can be completed via telephone by calling 1-(866)-835-5871, or online by visiting [www.pizzaranchfeedback.com](http://www.pizzaranchfeedback.com) (hereinafter an "entry"). Entrants via website may be required to provide the Pizza Ranch Restaurant location, date and time of purchase, and purchase amount. Entrants via telephone may be required to provide the Pizza Ranch

Restaurant Number, ticket number, date and time of purchase, and purchase amount, all of which can be found on an eligible purchase receipt. Entrants completing the survey by telephone are required to retain their purchase receipt for validation should they be selected as a potential winner. Entries will be entered into the applicable Entry Period's Random Drawing based upon date of entry, at Sponsor's discretion.

- B) Via Mail: To enter the Sweepstakes via the mail-in method, hand print in ink, on a plain piece of paper, your full name, address, city, state, zip code, daytime phone number, date of birth and e-mail, sign it, and mail it to: Pizza Ranch Guest Survey Sweepstakes, c/o Market Force Information, 185 Stradbrook Avenue, Winnipeg, MB R3L 0J4 (hereinafter an "entry"). Mail-in entries must be postmarked during the Sweepstakes Period and received no later than December 31, 2020, to be eligible. Entries will be entered into the applicable Entry Period's Random Drawing based upon the date of the postmark, at Sponsor's discretion. Limit of one (1) entry per envelope with sufficient postage. All mail-in entries will bear the same odds as survey responses received by telephone or online.

All Entries: Validity of all entries received is subject to Sponsor and Administrator's discretion. In the event of a dispute over the identity of an entrant, the Authorized Account Holder of the email address account provided upon entry will be deemed to be the entrant. The "Authorized Account Holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization (e.g. business, education institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. The potential winner may be required to show proof of being such an Authorized Account Holder. Mail-in entries must also include a proper return address on the outer envelope. Entries that are mechanically reproduced, copied, illegible, incomplete, postage due, late or inaccurate are void. Entries must be complete and legible in order to be eligible. All entries become the property of the Sponsor and will not be acknowledged or returned. Sponsor's decisions are final on all matters relating to this Sweepstakes.

**4. Random Drawings/Prizes/Approximate Retail Value ("ARV")**: On or about seven (7) days after the end of each Entry Period, one (1) Random Drawing will be performed, from among all eligible entries received during such applicable Entry Period. Administrator, who is an independent judging organization, will conduct the Random Drawings. The decisions of Administrator and Sponsor are final and binding on all matters relating to this Sweepstakes. Odds of winning a prize herein are dependent upon the total number of eligible Entries received throughout the applicable Entry Period. Twenty-nine (29) prizes are available to be awarded throughout the Sweepstakes Period, as detailed below:

Entry Period #1-#29 Prize: One (1) Entry Period #1 Prize winner, once confirmed as detailed below, will each receive one (1) two hundred and fifty dollar (\$250) gift card applicable to Pizza Ranch restaurants. The ARV of each of these prizes is two hundred and fifty dollars (\$250).

**5. Notification/Acceptance**: Sponsor or Administrator will notify the potential winners of Entry Period #1 - #29 by phone and/or email, on or about one (1) business day after the applicable Random Drawing is performed. Upon notification or notification attempt, potential Entry Period #1 - #29 winners will be required to execute and return an affidavit of acceptance, eligibility, liability and publicity release (where legal) and a W-9 Form, within seven (7) days of such notification or notification attempt (or less if specified by Administrator upon notification (or in the release documents, due to exigencies) or such prize will be forfeited and an alternate potential prize winner, who will be selected in a random drawing from among remaining eligible entries for the Entry Period, if any, will be notified by phone and/or email. Sponsor will attempt to contact the potential Entry Period #1 - #29 two (2) times during the seven (7) day period. Alternatively, Sponsor and/or Administrator can unilaterally confirm such potential prize winner(s) as official, and mail their prize(s) to the physical address provided upon Entry. If notification attempts for a

prize winner fail for any reason, or if a potential prize winner does not comply with these Official Rules, such prize will be forfeited and an alternate potential prize winner will be selected from among remaining eligible entries, if any. Acceptance of a prize herein constitutes permission for the Sponsor and its designees to use the prize winner's name, voice, actual or simulated likeness, opinions, and biographical information in connection with the Sweepstakes, and the exploitation thereof (including, without limitation, for advertising and promotional purposes) in perpetuity, throughout the universe, in all media whether now known or hereafter devised, without additional compensation, unless prohibited by law.

**6. Prize Conditions:** The total ARV of all prizes available to be awarded in this Sweepstakes is thirteen thousand dollars (\$13,000). There is a limit of one (1) prize per person, throughout the entire Sweepstakes Period. All prize details are at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize (or a portion thereof) with another prize of greater or comparable value, as determined by Sponsor. No transfer, substitution or cash equivalent for any prize, in whole or in part, will be permitted, except at Sponsor's sole discretion due to prize unavailability for any reason, and only then for a prize of greater or equal value determined by Sponsor shall be allowed. Prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. All standard and stated gift certificate terms and conditions apply.

**7. Verification:** Any and all prize claims are subject to verification by Sponsor and/or its designated representatives. Entries made with multiple addresses, under multiple identities, or through the use of any device or artifice to enter multiple times or entries that are in excess of the permitted number of entries during the Contest period are automatically void. All entries obtained through unauthorized sources or which are incomplete, illegible, mutilated, altered, reproduced, forged, irregular or fraudulent in any way or otherwise not in compliance with these Rules are automatically void. Sponsor will be the sole and final reference source in validating a prize claim.

**8. Limitation on Liability:** Entrants, by participating in the Sweepstakes, release and agree to hold the Sweepstakes Entities harmless from and against any and all liability, claim or action, of any kind whatsoever, for any injuries, losses or damages, to persons, including death and bodily injury, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize, including participating in this Sweepstakes or in any Sweepstakes-related activity, whether sponsored, held by, or paid for by a third party or by Sponsor and for any claims based on publicity rights, defamation or invasion of privacy. Sponsor is not responsible if the Sweepstakes cannot take place or if a prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of god, acts of war, natural disasters, weather, or acts of terrorism. Each entrant agrees to indemnify the Sweepstakes Entities from any and all liability resulting or arising from the Sweepstakes and to hereby acknowledge that the Sweepstakes 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 any prize herein. Additionally, the Sweepstakes Entities are not responsible for late, lost, stolen, incomplete, misdirected, garbled, damaged, delayed or undelivered entries; for inability to access any online service or web site, inability to submit the online survey or for any virus contracted by an entrant's computer through participation in the Sweepstakes. For any incorrect or inaccurate information, whether caused by computer or Internet malfunction or interference, tampering, manipulation, or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation; or for failed computer, satellite, telephone, wireless or cable transmissions, lines or technical failure or jumbled, scrambled, delayed or misdirected transmissions, technical error, theft or destruction or unauthorized access. Sweepstakes Entities are not responsible for other errors or difficulties of any kind whether human, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, printing of purchase receipts, notification of potential prize winners, or in any Sweepstakes-related materials. The Sweepstakes Entities are not

responsible for lost, interrupted, inaccessible or unavailable network, server, wireless service, Internet Service Provider (ISP), website, or other connections or any combination thereof. Sponsor reserves the right, at its sole discretion, to disqualify any individual it suspects of tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of the Official Rules, or to be acting in a unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any person or entity. Any use of robotic, automatic, macro, programmed or like entry methods or third-party software or website or any other devices which subvert or manipulate the entry process will void all entries by such methods, and disqualify any entrant using such methods. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR CALL CENTER OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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, for any reason, the Sweepstakes is not capable of running as planned by reason of, but not limited to, tampering, unauthorized intervention, fraud, technical failures, virus, bug, worms, business, unauthorized human intervention or any other causes which Sponsor, in its sole opinion, deems could corrupt, manipulate or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and post notice of the action where they see fit. If Sponsor terminates the Sweepstakes prior to the end of the Sweepstakes Period, Sponsor will select the potential prize winners in random drawing(s) from among all valid, non-suspect, eligible entries received prior to termination, if any, or as otherwise may be deemed fair and equitable by Sponsor. If due to a printing, production or other error, more prizes are claimed than are intended to be awarded, the intended prize(s) will be awarded in a random drawing from among all verified and validated prize claims received. In no event will more than the stated number of prizes be awarded. Pizza Ranch will also not be responsible for lost, stolen, illegible, or destroyed purchase receipts. Failure of Sponsor to enforce any provision herein shall not be deemed a waiver of such. UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANTS HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES WHATSOEVER. IN NO EVENT SHALL SPONSOR BE LIABLE TO ANY ENTRANT OR WINNER FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE TO BE AWARDED TO THE INDIVIDUAL ENTRANT IN THIS SWEEPSTAKES.

**9. Disputes, Governing Law and Venue:** ENTRANTS AGREE THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES, IF ANY, BUT IN NO EVENT WILL ENTRANT BE ENTITLED TO RECEIVE ATTORNEYS' FEES OR BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

**10. Privacy Policy:** Any personally identifiable information collected during this Sweepstakes will be collected by Sponsor and used by Sponsor, Administrator, or their affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and in accordance with Sponsor's Privacy Policy as stated at <http://www.pizzaranch.com/privacy>.

**11. Rules Request:** For a copy of the governing Sweepstakes Rules or the winners list, please write to: Rules or Winners List Request at Pizza Ranch Guest Survey Sweepstakes 2015 C/O Market Force Information, 185 Stradbrook Avenue, Winnipeg, MB R3L 0J4. Such requests must be received by 1/15/18.

**12. Sponsor/Administrator:** The Sponsor of this Sweepstakes is Pizza Ranch Inc., 204 19<sup>th</sup> St. SE, Orange City, Iowa, 51041. The Administrator of this Sweepstakes is Market Force, 185 Stradbrook Avenue, Winnipeg, Manitoba, Canada R3L 0J4.

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