

CHILI'S McSpensive GIVEAWAY - 10/10/2024

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW OR REGULATION. PARTICIPANTS MUST BE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY.

You are providing your information to Chili's Grill & Bar (a Brinker International, Inc. restaurant brand) and Brinker International Payroll Company, L.P. (collectively, "**Sponsor**"). The information you provide will only be used in accordance with the Chili's Privacy Policy and its Terms & Conditions, which may be viewed at <http://www.brinker.com>.

1. **CONTEST TIMING:** The Chili's McSpensive Giveaway (the "**Contest**") entry period begins on Thursday, October 10th at 10:01:00 a.m. Eastern Time ("**ET**") and ends Saturday, October 12th at 11:50:00 p.m. ET (the "**Entry Period**")
2. **ELIGIBILITY:** This Contest is open to legal residents of the United States and the District of Columbia who are eighteen (18) years of age or older at the time of entry, except residents of Rhode Island. Residents of Rhode Island are not eligible and are prohibited from participating in the Contest. Employees, officers, and directors of Sponsor, Judges, and each of their affiliated companies, subsidiaries, licensees, franchisees, distributors, dealers, sales representatives, their advertising agencies, and any and all other companies associated with the Contest (collectively, the "**Contest Entities**"), and each of their immediate family members and/or people living in the same household are not eligible to participate. All eligibility is subject to all federal, state, provincial and local laws and regulations. All entries submitted are the property of the Sponsor.
3. **ENTRY:** You may enter the Chili's McSpensive by quoting Chili's, using #Chilis3ForMe hashtag and explaining why Chili's is better than fast food at Chili's X (formerly Twitter) page at <https://x.com/chilis> in response to the Chili's post about the Chili's McSpensive Giveaway during the Entry Period (**each, an "Entry"**). Entries are limited to one (1) quote, per user. Each person submitting a valid Entry and complying with all other entry and eligibility requirements set forth in these Official Rules will be considered an "**Entrant**."
4. **No purchase is necessary to enter or win. Each Entrant may submit up to one (1) entry during the Entry Period.**

Entry in the Contest does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Contest, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor whose decisions shall be final and legally binding in all respects.

If you opt to access the contest via your wireless mobile device (only available via participating wireless carriers), data rates may apply for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier.

Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Contest. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions. Sponsor is not responsible for any charges.

Entrant's Representations: By submitting an Entry, you represent and warrant that the submission does not infringe the rights of any third party and the submission has not been previously published in any medium.

Prohibited Content: Entry submissions may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- a. is sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contains nudity;
- b. promotes illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- c. is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submission;
- d. defames, misrepresents or contains disparaging remarks about other people or companies;
- e. contains any personal identification, such as personal names or e-mail addresses;
- f. communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate;
- g. infringes the rights of any third party; and/or
- h. violates any law.

License: By submitting an Entry, Entrants grant Sponsor and/or the participating partners of the Contest, if any, a perpetual, worldwide, irrevocable, royalty-free license to transform, edit, modify, reproduce, distribute, transmit, publish, broadcast, perform, display, or otherwise use the Entry with or without modifications, in any form or medium whether now existing or later developed.

All Entries are subject to verification and approval by the Sponsor. Entries that do not meet the requirements specified below or otherwise do not comply with the Official Rules herein may be disqualified. Any attempted form of entry other than as described herein is void. Sponsor will determine in its sole discretion, what constitutes a valid entry.

Sponsor reserves the right to cancel or modify the Contest if fraud or technical failures destroy the integrity of the Contest as determined by the Sponsor, in its sole discretion, and to award

the prizes based on eligible entries received prior to the cancellation.

Entry Notes: Entries made on another's behalf by an individual or any other entity, including but not limited to commercial contest/sweepstakes subscription notification and/or entering services, will be declared invalid and disqualified for this Contest. Tampering with the entry process or the operation of the Contest is prohibited and any Entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an Entry cannot be resolved to Sponsor's satisfaction, the affected Entry will be deemed ineligible. By entering, all Entrants release the Sponsor from and against all claims and damages arising in connection with each Entrant's participation and/or Entry in the Contest and/or his/her receipt or use of the prize awarded in this Contest.

Sponsor is not responsible for problems downloading or uploading of any Contest-related information to or from the web site or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an Entrant's ability to participate in this Contest.

5. **WINNER SELECTION:** On or about October 14th, 2024, Sponsor will randomly select a total of 1,099 (one thousand ninety-nine) Prize Winners from all eligible Entries. Prize will be sent 7-10 business days from receiving recipient's contact information.

PRIZES: Only the prizes listed below will be awarded in this Contest. Prizes will be awarded to the persons who submit the winning Entries. The recipient of any of the prizes listed below is a "Prize Winner."

One Thousand Ninety-Nine (1,099) Grand Prize: One Thousand Ninety-Nine (1,099) Grand Prize Winners will get a Chili's gift card to cover a Chili's Crispy Chicken Sandwich 3 for Me. Valued at \$15.

PRIZE NOTES: All taxes on prizes are the Prize Winners' sole responsibility. Prizes are not transferable or redeemable for cash, and must be accepted as awarded. Sponsor reserves the right to make equivalent substitutions as necessary due to circumstances not under its control or where required by law. Any and all expenses not specifically listed herein are the sole responsibility of the Prize Winners. Odds of winning depend on the number of valid Entries received. Entrants with multiple Entries cannot win more than one Prize within Entry Period.

6. **WINNER NOTIFICATION:** Conduct of the Contest is under the supervision of the Sponsor. Sponsor reserves the right to verify employment of Potential Prize Winners as part of the eligibility validation process. Potential Prize Winners will be contacted by direct message to the social media account from which their winning entry was submitted ("Initial Notification").

Potential Prize Winners may be required to sign an affidavit of eligibility/publicity and liability release, provide proof of age, and to complete an IRS Form W-9, and return all properly executed, within ten (10) calendar days of receipt as a condition of awarding the prize. Any Prize Winner awarded a prize with a prize value of \$600 or more will receive an IRS Form 1099-MISC. Sponsor shall have no liability for any potential prize winning notification that is lost, intercepted or not received by any potential winner for any reason. If, despite reasonable efforts, any potential prize winner does not respond within one (1) calendar day of the Initial Notification, or if the prize notification is returned as unclaimed or undeliverable to such potential prize winner, an alternate winner may be randomly selected. If any potential Prize 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 award, such potential Prize Winner will be disqualified and an alternate Prize Winner may be selected

- 7. PUBLICITY RELEASE/ASSIGNMENT OF RIGHTS:** Acceptance of any Prize constitutes Prize Winner's permission for the Contest Entities to use Prize Winner's entry materials, name, photograph, likeness, voice, biographical information, and statements (collectively, the "Attributes"), for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization, (except where prohibited by law), and releases the Contest Entities from all claims arising out of the use of such Attributes.

Each Entrant and Prize Winner: (i) grant to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Entry, in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to his/her entry in favor of the Sponsor; and (iii) agrees to release and hold harmless the Sponsor from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action that relate in any way to the Entry. The Sponsor reserves the right, in its/their sole and absolute discretion and at any time during the Contest, to modify, edit or remove any Entry if a complaint is received with respect to the Entry, or for any other reason. If such an action is necessary, then the Sponsor reserves the right, in its sole and absolute discretion, to remove the Entry from the Contest.

The Prize Winners further agree to make themselves available and pose for such photographs, recordings, and videotapes as Sponsor or its designees shall request at no additional expense, and the Prize Winners understand, acknowledge, and agree that no such photographs, recordings, motion pictures, and videotapes or other uses of the prize winner's name, likeness, voice, written product, or any advertising copy, recording, or artwork will be submitted to the prize winner and that the prize winner will have no right of approval thereof.