

CHILI'S MOZZMATES GIVEAWAY

OFFICIAL RULES

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. BY ENTERING THE GIVEAWAY, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING.

When entering this Giveaway, 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 when entering the Giveaway will only be used in accordance with the Chili's Privacy Policy and its Terms & Conditions, which can be viewed at <http://www.brinker.com/privacy>.

1. **GIVEAWAY TIMING:** The Chili's MozzMates Giveaway (the "**Giveaway**") entry period begins on September 23rd at 10:01:00 a.m. Eastern Time ("**ET**") and ends on October 1st at 11:59:59 p.m. ET (the "**Entry Period**"). The Sponsor or its administrator's computer is the official time keeping device for the giveaway.
2. **ELIGIBILITY:** This Giveaway 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 Giveaway. Employees, officers, and directors of Sponsor, and of each of their affiliate companies, subsidiaries, licensees, franchisees, and of their advertising agencies and other companies involved in the development and production of this Giveaway (collectively, the "**Giveaway 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, and local laws and regulations. An Entrant (defined below) is not a winner of any prize until Entrant's eligibility as the Giveaway winner has been verified, entrant has been notified that verification is complete, Entrant has completed and submitted all required forms (including an Affidavit of Eligibility and Liability/Publicity Release, if required) and Entrant has otherwise complied with the terms and conditions of these Official Rules.
3. **ENTRY:** You may enter the Giveaway by posting a video using #ChilisMozzMates and #contest to TikTok or Instagram explaining why you should be JaNa Craig's MozzMate during the Entry Period (**each, an "Entry"**). Entries are limited to one (1) video, for a maximum entry of one (1) Entry per platform during the Entry Period. 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**." All entries submitted are the property of the Sponsor. Each potential winner may be required to show proof of being the authorized account holder. Sponsor will not correspond with Entrants regarding receipt of entries. Each individual Entrant may only enter through a single

Instagram account and TikTok account Entrants that enter through multiple accounts may be disqualified.

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

If you opt to access the Giveaway via your wireless mobile device (only available via participating wireless carriers), data rates may apply for each message sent or received from your mobile phone 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 Giveaway. 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. contains trademarks, logos or trade dress owned by others (except the Sponsor's), or advertise or promote any brand or product of any kind (except the Sponsor's), without permission;
- h. contains copyrighted materials owned by others (including music, photographs, sculptures, paintings and other works of art, stills, or images published on or in television, movies, the Internet or other media, except such materials owned by the Sponsor) without permission;
- i. otherwise infringes the rights of any third party; and/or

- j. depicts a violation, or is in violation, of any law.

ENTRIES POSTED TO IN CONNECTION WITH THE GIVEAWAY ARE NOT EDITED BY THE SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF THE SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by the Sponsor does not constitute a general waiver of any obligation to entrants. The Sponsor reserves the right to waive the entry requirements set forth herein in its reasonable discretion.

Sponsor reserves the right to, and may or may not, monitor/screen Entries. Sponsor further reserves the right, in its/their sole and absolute discretion and at any time during the Giveaway, to modify, edit or remove any Entry if a complaint is received with respect to the Entry, if an Entry is not compliant with these Official Rules, or for any other reason. Sponsor reserves the right to disqualify any Entry which, in the Sponsor's sole discretion, must be removed from the related online, digital, or social media platform, or does not meet the requirements of this section or does of any other section of these Official Rules.

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.

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 Giveaway. Tampering with the entry process or the operation of the Giveaway 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 Giveaway and/or his/her receipt or use of the prize awarded in this Giveaway.

4. WINNER SELECTION; ODDS:

On or about October 15th, Sponsor will select one (1) potential Prize Winner from all eligible Entries received during the Entry Period. The winner will be determined by a designated judge appointed by the Sponsor, based on the following criteria: creativity, authenticity, personality and effort. All decisions made by the judge are final and binding. Entrants with multiple Entries may only win one Prize during the Entry Period.

Odds of winning depend on the number of eligible Entries received.

5. PRIZES: Only the prizes listed below will be awarded in this Giveaway. The recipient of any of the prizes listed below is a "Prize Winner."

One (1) Prize: One (1) Prize Winner will a date with JaNa Craig. Reasonable expenses to the date with JaNa will be paid for by Chili's, limited to one round trip economy flight,a one night stay at a hotel and a meal at Chili's, with an approximate retail value of \$1500.

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 to any portion or all of a prize with a prize or prize component of comparable value or cash. Any and all expenses not specifically listed herein are the sole responsibility of the Prize Winners. An IRS form 1099 will be issued in the winner's name if required by law. If the Prize includes a gift card, gift cards are subject to the terms and conditions indicated on the card and imposed by the card issuer.

ALL 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).

6. **WINNER NOTIFICATION.** 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 an approximate retail value of more than \$600 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 any potential prize winner does not respond within one (1) calendar day of the Initial Notification, if the prize notification is returned as unclaimed or undeliverable to such potential prize winner, 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. If an alternate potential Prize Winner is selected, only one alternate potential Prize Winner will be selected.
7. **PUBLICITY RELEASE/ASSIGNMENT OF RIGHTS:** By submitting an Entry, Entrants grant Sponsor and/or the participating partners of the Giveaway, 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.

In addition, acceptance of any Prize constitutes Prize Winner's permission for the Giveaway 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 Giveaway 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 Giveaway 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 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.

8. **RELEASE AND LIMITATIONS OF LIABILITY.** Sponsor their parent companies, affiliates, subsidiaries, franchisees, agents, and licensees, and each of their respective owners, officers, directors, employees, agents, servants, successors and assigns (collectively, the “**Released Parties**”) are not responsible, and will have no liability for, (a) late, lost, delayed, illegible, damaged, corrupted or incomplete entries, incorrect or inaccurate capture of, damage to, or loss of entries or entry information, or any other human or technical errors of any kind relating to the operation of the Giveaway, communications or attempted communications with any entrant, the submission, collection, storage or processing of entries or the administration of the Giveaway, (b) undeliverable e-mails or messages resulting from any reason outside of the Released Parties’ control, (c) any damage to any computer system or mobile device resulting from participation in or accessing or downloading information in connection with this Giveaway; or (d) lost, delayed, destroyed, re-directed, or returned prizes or any portion of a prize (which prize or portion of a prize will not be replaced or re-sent). By entering, each entrant fully releases and agrees to hold each of the Released Parties harmless from and against any and all claims, liability, damages, and demands arising out of or relating to participation in the Giveaway, the Giveaway process, the acceptance, receipt, use, or misuse of any prize or prize component and/or any use of the Prize Winner’s name, likeness, voice and/or biographical information as permitted hereunder, including without limitation all claims, liabilities, damages, and demands based on any personal injury, property damages or loss or death. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Giveaway, the use of any related platform, or the acceptance, receipt, use, or misuse of any prize or prize component. The Released Parties are not responsible for any typographical or other error in the promotion of the Giveaway,

administration of the Giveaway or in the announcement of the prize. In no event will more than the stated number of prizes be awarded.

9. **GENERAL CONDITIONS.** Sponsor reserves the right to cancel, suspend and/or modify the Giveaway, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Giveaway, as determined by Sponsor in its sole discretion. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS GIVEAWAY OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS GIVEAWAY IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, in its sole discretion, to disqualify or prohibit from participating in the Giveaway any individual who, in Sponsor's sole discretion, Sponsor determines or believes (i) has tampered with the entry process, or has undermined the legitimate operation of the Giveaway by cheating, hacking, deception or other unfair playing practices, or (ii) has engaged in conduct that annoys, abuses, threatens or harasses any other entrants or any representative of Sponsor, or (iii) has attempted or intends to attempt any of the foregoing. The use of automated devices, programs or methods to submit entries is prohibited and Sponsor reserves the right, in its sole discretion, to disqualify any entry that it believes may have been submitted using such an automated device, program, or method. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend this Giveaway should a virus, bugs, entrant fraud or misconduct or other cause beyond the control of the Sponsor affect or corrupt the administration, integrity, security or proper operation of the Giveaway or to the extent Sponsor deems necessary in order to comply with the terms of use or terms of service of any platform or website used in connection with the Giveaway. In the event of termination of the Giveaway, a notice will be posted online and the drawing for the prizes will take place from among all eligible Entries received prior to the time of termination
10. **DISPUTES.** All federal, state and local laws and regulations apply to the Giveaway. By entering the Giveaway, each entrant agrees that (a) any and all disputes, claims, and causes of action arising out of or connected with the Giveaway, or any prizes awarded, will be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards will be limited to actual out-of-pocket costs incurred, including costs associated with entering the Giveaway, but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain any award for, and by entering each entrant waives all rights to claim punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants or of Sponsor or Giveaway Administrator in connection with the Giveaway, will be governed by, and construed in accordance with the laws of the State of Texas without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the

State of Texas. Any legal proceedings arising out of or relating to this Giveaway or relating to these Official Rules will be instituted only in the federal or state courts located in the State of Texas, County of Dallas, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these rules.

11. **RULES/WINNER'S NAME AND RULES REQUESTS.** To receive the name of the winner, available after the close of the Entry Period or a copy of these Official Rules, send a self-addressed, stamped envelope within 30 days after the close of the Entry Period to: Chili's Marketing Department, Attn: Jack Hailey Giveaway, 3000 Olympus Boulevard, Dallas, Texas 75019. Please specify "Rules" or Winner List".
12. **SPONSOR.** Chili's Grill & Bar (a Brinker International, Inc. restaurant brand) and Brinker International Payroll Company, L.P. are collectively referred to as the "Sponsor". Sponsor's address is 3000 Olympus Boulevard, Dallas, Texas 75019.
13. **TRADEMARKS.** All Chili's trademarks are the property of Brinker International Payroll Company, L.P. Any third-party trademarks mentioned herein are the property of their respective trademark owners. The use or mention of such third-party trademarks in these Official Rules or in the Giveaway is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Giveaway.

This Giveaway is in no way sponsored, endorsed or administered by, or associated with Instagram or TikTok. |

Commented [JF1]: Only include the platforms we are using here...