

**2017 HOLIDAY GIFT CARD SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited by law and outside the 50 United States and the District of Columbia. Subject to all federal, state and local laws, regulations, and ordinances. Sweepstakes begins on 10/27/2017 at 12:00 a.m Pacific Time (“**PT**”) and ends on December 31, 2017 at 11:59 p.m. PT (the “**Sweepstakes Period**”). Sponsor’s computer is the official time keeping device for this Sweepstakes. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM, INC.

1. ELIGIBILITY: The 2017 Holiday Gift Card Sweepstakes (the “**Sweepstakes**”) is open to legal U.S. residents currently residing in the 50 United States and the District of Columbia who are at least 18 years old (19 in Alabama and Nebraska, or 21 in Mississippi) as of the date of Sweepstakes entry. Garden Fresh Restaurants LLC (“**Sponsor**”), its affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, website providers and each of their employees, officers, and directors (collectively, the “**Sweepstakes Entities**”), and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. Participation constitutes participant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes and which Sponsor may decide in sole discretion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. SPONSOR: Garden Fresh Restaurants LLC, 15822 Bernardo Center Drive, Suite A, San Diego, CA 92127.

3. HOW TO ENTER: During the Sweepstakes Period, go to Instagram and follow the instructions below to enter. You must provide all required information to be eligible to enter and win. By entering, you agree that Sponsor may contact you via social media by sending you a direct message, tagging you, posting to your social media page or naming you on Sponsor’s social media page. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply.

INSTAGRAM

To submit an entry via Instagram, log on to your Instagram account at www.instagram.com and follow the instructions on how to enter the Sweepstakes provided by Sponsor, including posting a photo. Your entry must meet the Entry Submission Requirements described below and include the hashtag #fanCRAVES and the hastag #Sweepstakes in the image and/or in the first caption under your post. Upon posting your entry, you will automatically be entered with one (1) entry into the Sweepstakes. You must be a member of Instagram and your account must be set to the “public” setting in order to participate. If you do not have an Instagram account, you can get one for free at www.instagram.com.

Limit one (1) entry per person/social media account per day. ADDITIONAL ENTRIES MAY BE DISQUALIFIED. By entering this Sweepstakes, you signify and agree that your entry and any other materials you submit in connection with this Sweepstakes (together, the “**Entry Submission**” or the “**Submission**”) may be posted on Sponsor’s website and/or other social media sites or applications associated with the Sweepstakes in a manner that is consistent with these Official Rules. All potential winners are subject to verification before any prize will be awarded.

Entry Submission Requirements:

ALL Entry Submissions:

- MUST be of satisfactory quality (i.e., brightness, focus, etc.).
- MUST be clear and easy to see.
- MUST be the participant's original idea (modification of an original work is not an original idea). Entry Submissions MUST NOT copy or otherwise plagiarize from any source.
- MUST comply with the applicable community guidelines, terms of use, and any other binding terms on the platform(s) used to enter the Sweepstakes.
- MUST NOT contain material which is (or promote activities which are) in Sponsor's sole discretion, hateful, slanderous, libelous, tortious, sexually explicit, obscene, pornographic, inappropriate, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g., underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing; or contain material that is threatening to any person, place, business, group or world peace; or contain words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group; or contain images, words or text portraying nudity, acts of violence, or acts that are or appear to be unlawful or dangerous or in violation of, or contrary to the laws or regulations in any state where the entry is created in their application.
- MUST NOT contain material that violates or infringes another's rights, including but not limited to material that violates privacy, publicity, or intellectual property rights, or that constitutes copyright infringement. Without limiting the foregoing, entry submissions must not include third-party trademarks, logos, insignia, location signage, photographs, artwork, or sculptures, except those of Sponsor.
 - Entry Submissions MUST NOT include mention or performance of any copyrighted media production, including but not limited to books, articles, photographs, artwork, etc., or identifying descriptions of any media property.
 - Entry Submissions MUST NOT include third parties, including but not limited to friends, relatives and Sponsor employees, who have not expressly authorized participant to display their image or likeness in any submitted application or otherwise use such images or likenesses in accordance with these Official Rules. Entry Submissions MUST NOT include minors or celebrities. **If the entry contains an identifiable person other than the participant who submitted the entry, by submitting the entry, the participant represents and warrants that he/she has obtained the consent of such person to the use of the entry as outlined herein and such person may be required to provide written consent to the Sweepstakes Entities' use of the entry.**

By submitting an entry, participant explicitly acknowledges and agrees that the Sponsor and its legal representatives, successors and assigns shall have the irrevocable worldwide right in perpetuity to license, sub-license, edit, alter, post, reproduce, publicly display and publish, in any media, including online, any or all material which you upload to any websites (including, without limitation, social media sites) associated with the Sweepstakes, with or without first and/or last name credit to the participant without any additional consideration or approvals from or to participant; and entries that attempt to restrict this right will not be considered. Each participant warrants and represents that his/her entry complies with these Official Rules and the requirements above, any applicable community guidelines, terms of use, and any other binding terms on the platform(s) used to enter the Sweepstakes, and will not violate any federal, state or local laws or ordinances. Entries that violate the above Entry Submission Requirements and/or the terms of these Official Rules will be disqualified. The Sweepstakes Entities reserve the right in their sole and unfettered discretion to disqualify any Entry Submission that they believe is inappropriate or not

suitable for publication, that does not comply with these Official Rules, or that is not consistent with the spirit or theme of the Sweepstakes.

Automated or bulk entries or entries submitted by third parties may be disqualified. Entries must be submitted by the participant. Any attempt by any participant to obtain more than the stated number of entries by using multiple and/or different identities, registrations, logins, or any other methods will disqualify that participant's entries, and that participant and/or entries may be disqualified. Multiple participants are not permitted to share the same social media account. In the event of a dispute as to any registration, the authorized account holder of the email address associated with the pertinent social media account will be deemed to be the participant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder to the Sponsor or forfeit the prize. Incomplete or untimely entries will be disqualified.

By participating in this Sweepstakes, participant acknowledges and agrees that he or she will clearly and conspicuously disclose that he or she is participating in this Sweepstakes in the entry and any online social sharing interaction that references the Sweepstakes or that is used to obtain entries in connection with this Sweepstakes. At a minimum, the hashtag "#fanCRAVES" and "#Sweepstakes" should be included in all social media communications sent pursuant to the Sweepstakes. Sponsor reserves the right to disqualify any participant who does not adequately disclose his or her participation in this Sweepstakes while engaging in any online social sharing interaction during the Sweepstakes Period.

4. SELECTION OF WINNERS: On or about 12/1/2017, Sponsor will select the names of five potential prize winner(s) in a random drawing from among all eligible entries received through 11:59 p.m. PT on November 31, 2017 and on or about 1/2/2018, Sponsor will select the names of five additional potential winners in a random drawing from among all eligible entries received through the end of the sweepstakes. The odds of winning are based on the number of eligible entries received. The potential winner(s) will be notified via the social media platform that the potential winner(s) used to enter and/or email on or about 12/5/17 (for the first five potential winners) and 1/5/18 (for the second five potential winners).

If a potential winner cannot be contacted after the first attempt to contact him/her, or if he/she fails to respond to the potential winner notification within forty-eight (48) hours, or sign and return any documentation that Sponsor may require within any time period that Sponsor may specify, or in the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner selected by a random drawing from among all remaining eligible entries. Time permitting, only three (3) alternate drawings will be held, after which any remaining prizes will remain un-awarded.

Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL PARTICIPANT'S ELIGIBILITY HAS BEEN VERIFIED AND PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

5. PRIZES: Prize(s): There will be ten (10) Prize(s) awarded in total. Each prize consists of a US\$50 gift card for Sweet Tomatoes & Souplantation. Approximate Retail Value ("ARV") of each Prize: US\$50. Total ARV of all prizes to be awarded: US\$500. Limit one (1) prize per person and per household.

PRIZE RESTRICTIONS: Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein are the responsibility solely

of winner. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions. Sponsor will not replace any lost or stolen prizes or components of a prize. Prize cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the Sweepstakes. If, by reason of a technical, print or other error, more prizes are claimed than the number set forth in these Official Rules, prize winner(s) will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available. Prize winner will receive a US\$50 Sweet Tomatoes & Souplantation gift card. Issuer terms and conditions apply to card; see front and back of card for terms.

6. GENERAL CONDITIONS: Participation constitutes participant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Sponsor, and its agencies are not responsible for late, incomplete, or misdirected entries; lost, interrupted, or unavailable network, server, or other connections, telephone transmission problems, or garbled transmissions or miscommunications; computer or software malfunctions, or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor reserves the right to disqualify any individual it finds to be attempting to tamper with or undermine the entry process and/or the legitimate operation of the Sweepstakes; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

7. LIMITATION OF LIABILITY AND RELEASES; PUBLICITY: BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT SWEEPSTAKES ENTITIES, INSTAGRAM, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (THE "**RELEASED PARTIES**") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY PARTICIPANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM.

EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE SWEEPSTAKES CONSTITUTES PARTICIPANT'S GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), AND THE RELEASED PARTIES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLD WIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE PARTICIPANT'S ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

BY SUBMITTING AN ENTRY, PARTICIPANT AGREES THAT SUCH SUBMISSION, INCLUDING ANY COMMUNICATIONS OR SUBMISSIONS, CREATIVE SUGGESTIONS, IDEAS, NOTES, CONCEPTS OR OTHER MATERIALS THAT PARTICIPANT MAY SUBMIT TO SPONSOR OR POST TO A SOCIAL MEDIA PLATFORM IN CONNECTION WITH THIS SWEEPSTAKES, INCLUDING ALL RIGHTS EMBODIED THEREIN, WITH THE EXCEPTION OF PERSONALLY IDENTIFIABLE INFORMATION AS DEFINED IN SPONSOR'S PRIVACY POLICY, AVAILABLE AT [HTTP://CORPORATE.COMPANY.COM/PRIVACY-SECURITY/COMPANY-PRIVACY-POLICY](http://CORPORATE.COMPANY.COM/PRIVACY-SECURITY/COMPANY-PRIVACY-POLICY), SHALL BE DEEMED TO BE NON-CONFIDENTIAL, NON-PROPRIETARY AND SPONSOR SHALL HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO SUCH SUBMISSIONS AND SHALL BE FREE TO EDIT, EXPLOIT, MODIFY, PUBLISH, REPRODUCE, USE, DISCLOSE, DISSEMINATE AND DISTRIBUTE THE SUBMISSIONS TO OTHERS WITHOUT LIMITATION IN ANY AND ALL MEDIA NOW KNOWN OR NOT CURRENTLY KNOWN, THROUGHOUT THE WORLD IN PERPETUITY FOR ANY PURPOSE WITHOUT COMPENSATION, PERMISSION OR NOTIFICATION TO PARTICIPANT OR ANY THIRD-PARTY. PARTICIPANT HEREBY GRANTS TO THE SPONSOR AND ITS LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AN IRREVOCABLE, AND WORLD-WIDE LICENSE TO USE IN PERPETUITY THE SUBMISSIONS IN ANY FORM OR FORMAT AND TO MODIFY THE SAME, AND ACKNOWLEDGES AND AGREES THAT IF SPONSOR DOES USE THE SUBMISSIONS PARTICIPANT SHALL NOT BE ENTITLED TO ANY CREDIT, CONSIDERATION, NOTICE OR PAYMENTS OF ANY KIND. PARTICIPANT WAIVES ANY MORAL RIGHTS HE OR SHE MAY HAVE TO THE SUBMISSIONS, AND AGREES THAT IF SPONSOR ELECTS TO USE SUBMISSIONS FOR ANY PURPOSE, ALL RIGHTS UNDER COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS WHICH MAY RESULT FROM THAT RELATING TO PARTICIPANT'S SUBMISSIONS OR FROM USE OF THE SAME BY SPONSOR SHALL BE THE SOLE PROPERTY OF SPONSOR. PARTICIPANT FURTHER AGREES THAT IF SPONSOR ELECTS TO USE PARTICIPANT'S SUBMISSIONS, PARTICIPANT WILL EXECUTE ANY DOCUMENTS REQUESTED BY SPONSOR REGARDING THIS ASSIGNMENT. IF ANY USE BY SPONSOR OF THE SUBMISSIONS CAUSES IT TO BE LIABLE TO ANY THIRD-PARTY, PARTICIPANT AGREES TO INDEMNIFY SWEEPSTAKES ENTITIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH IT INCURS AS A RESULT OF ITS USE OF THE SUBMISSIONS. SUBMISSIONS WILL NOT BE RETURNED TO PARTICIPANTS.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR

EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

9. DISPUTES. This Sweepstakes is governed by the laws of the United States. Except where prohibited, participant agrees 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 exclusively by the United States District Court for the Southern District of California or the appropriate State Court located in San Diego County, California; (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 not to exceed fifty US Dollars (US\$50.00), but in no event attorneys' fees; and (3) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of State or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

10. PRIVACY: Information collected from participants is subject to the Sponsor's Privacy Policy, which can be found at <https://souplantation.com/privacy-policy/>. Sweepstakes Entities may use participants' and/or referrals' personal information submitted with entry for purposes of prize fulfillment and/or for future marketing by Sponsor, such as to notify them of a product or promotion that Sponsor thinks may be of interest.

11. Nature of Relationship/Waiver of Equitable Relief: Each participant understands and acknowledges that the Sponsor has wide access to ideas, designs, and other materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each participant also acknowledges that many ideas may be competitive with, similar or identical to the Submissions and/or each other in theme, idea, format or other respects. Each participant acknowledges and agrees that such participant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material. Each participant acknowledges and agrees that the Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submissions. Finally, each participant acknowledges that, with respect to any claim by participant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Submissions or other material submitted in connection with the Sweepstakes, the damage, if any, thereby caused to the applicable participant will not be irreparable or otherwise sufficient to entitle such participant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Submissions or any material based on or allegedly based on the Submissions, and the participant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

12. OFFICIAL RULES AND WINNERS LIST: For a copy of the Official Rules, visit www.souplantation.com/gift-cards or www.sweettomatoes.com/gift-card. For a list of winners, available after 1/15/2018, contact Garden Fresh Restaurants LLC, ATTN: Sweepstakes Dept., 15822 Bernardo Center Drive, Suite A, San Diego, CA 92127.

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