

**2019 #MyBALANCEDLIFE 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, in Rhode Island, 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 January 10<sup>th</sup>, 2019 at 12:00 a.m. Pacific Time (“PT”) and ends on March 31st, 2019 at 11:59 p.m. PT (the “Sweepstakes Period”). Sponsor’s computer is the official time keeping device for this Sweepstakes.

**1. ELIGIBILITY:** The #MyBalancedLife Instagram Sweepstakes (the “Sweepstakes”) is open to legal U.S. residents currently residing in the 50 United States and the District of Columbia (excluding Rhode Island) who are at least eighteen (18) years old (nineteen (19) in Alabama and Nebraska, or twenty-one (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. Entry constitutes entrant’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. In the event of any conflict or inconsistency with any other advertising, promotional or other materials, these Official Rules shall govern. Sponsor reserves the right to verify the eligibility of winner.

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

**3. HOW TO ENTER:** There are two (2) ways to enter the Sweepstakes.

A. SOCIAL MEDIA ENTRY: During the Sweepstakes Period, from your wireless device share a picture on Instagram using the #MyBalancedLife and #Sweeps and tag @Souplantation, to be eligible to enter and win. In order to submit an entry, entrant must: (i) have a public Instagram profile;

B. MAIL-IN ENTRY: mail a 3X5 card to Garden Fresh Restaurants (Sponsor) at 15822 Bernardo Center Drive, San Diego, CA 92127.

For purposes of this Sweepstakes, each social post or mail-in entry that you send pursuant to the above directions constitutes one (1) entry. **Limit: one (1) entry per person and per phone number/email address.**

No automated entry devices, bots and/or other programs and/or software are permitted for entry. Entries must be submitted by the entrant. Sponsor is not responsible for lost, late, illegible, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind, whether mechanical, human, or electronic. Sweepstakes Entities shall not be responsible for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which

may occur in the processing of the entries in the Sweepstakes. Sweepstakes Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. Only fully completed entries are eligible.

Multiple participants are not permitted to share the same mobile phone number/email address. In the event of a dispute over who submitted a winning entry, the authorized account holder of the email address associated with the online entry or the mobile phone number associate with the wireless mobile device used to participate in the Sweepstakes at the actual time of entry, as applicable will be deemed to be the Entrant. The “authorized account holder” of a phone number associated with the wireless mobile device used to participate in the Sweepstakes is defined as the natural person who is assigned a mobile phone number by a wireless carrier. The “authorized account holder” of an email address is the natural person assigned the 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. Multiple entrants are not permitted to share the same email address/wireless mobile device phone number. Entries with an invalid, non-working, or inactive phone number will be disqualified and ineligible to win. All entries become the property of Sponsor and will not be acknowledged or returned. Any attempt to obtain entries in excess of the limit on entries as set forth in these Official Rules, including by using creating multiple wireless phone numbers, by using multiple and/or different identities, forms, registrations, or by any other methods, will void all of the relevant entrant’s entries, and that entrant may be disqualified at Sponsor’s discretion.

All entries submitted in accordance with these Official Rules shall be hereinafter referred to as “**Eligible Entries.**”

**4. SELECTION OF WINNERS:** On or about 04/30/2019, Sponsor will select the names of 11 potential prize winners in a random drawing from among all Eligible Entries received during the Sweepstakes Period.

The odds of winning are based on the number of Eligible Entries received during the Sweepstakes Period. The potential winner will be notified on or about 04/30/2019 via direct message, email, or phone call using the Instagram handle, email address or phone number associated with information used to enter or included in the mail-in entry, and will provide details on how to claim the Prize. Potential winner may also be provided with and asked to sign and return an Affidavit Waiver and Release of Liability (“Affidavit”) and/or additional documentation, as the Sweepstakes Entities may require. 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. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT’S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

**5. PRIZES:** There will be ten (10) Weekly Prizes and one (1) Grand Prize. The Weekly Prizes consist of one (1) \$50 gift card. The Grand Prize is a year of complementary meals at Souplantation or Sweet Tomatoes. Approximate Retail Value (“ARV”) of the Prizes is US\$1,500.00.

**PRIZE RESTRICTIONS:** Additional terms and conditions apply gift cards; see the back of the gift card for additional terms and conditions. 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. Gift Card balances have no cash value and may not be sold, offered for sale, assigned, transferred, offered for transfer, photocopied, duplicated, or redeemed or exchanged for cash, merchandise or services, except by Sponsor in its sole and absolute discretion, which reserves the right to substitute Prize (or any part thereof) with a prize of comparable or greater value, including, but not limited to, if underlying food products become unavailable for any reason. Gift Cards are subject to verification and are void and will be rejected if not obtained through authorized, legitimate channels, or if any part of any gift card is determined by Sponsor or Sponsor’s agent or representative to be illegible, forged, reproduced, manipulated, mutilated, counterfeited, or tampered with in any way, or if Prize contains printing, typographical, mechanical, or other errors. Prize has no cash value. Sponsor is not responsible and will not replace lost or stolen Prize or components of 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.

**6. GENERAL CONDITIONS:** Entry constitutes entrant’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. PUBLICITY; LIMITATION OF LIABILITY AND RELEASES:** BY ENTERING IN THIS SWEEPSTAKES, ENTRANT AGREES THAT SWEEPSTAKES ENTITIES, 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 ENTRANTS 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, ENTRY IN THE SWEEPSTAKES CONSTITUTES ENTRANT’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 ENTRANT’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.

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, entrant 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 entrant be permitted to obtain awards for, and entrant 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 entrant 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 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 entrants is subject to the Sponsor's Privacy Policy, which can be found at <https://souplantation.com/privacy-policy/>. Sweepstakes Entities may use entrants' 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.

**12. OFFICIAL RULES AND WINNERS LIST:** For a copy of the Official Rules, visit [www.souplantation.com/sweeps](http://www.souplantation.com/sweeps). For the identity of the winner, available after 03/31/2019, contact Garden Fresh Restaurants LLC, ATTN: Sweepstakes Dept., 15822 Bernardo Center Drive, Suite C, San Diego, CA 92127.

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