

**2019 NEIGHBORHOOD HEROES CONTEST
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. Contest begins on July 8th, 2019 at 12:00 a.m. Pacific Time (“**PT**”) and ends on August 31st, 2019 at 11:59 p.m. PT (the “**Contest Period**”). Sponsor’s computer is the official time keeping device for this Contest.

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE TO BE BOUND BY THE OFFICIAL RULES AND THE DECISIONS OF SPONSOR AND THE JUDGES, WHICH ARE FINAL AND BINDING IN ALL RESPECTS.

1. ELIGIBILITY: The Neighborhood Heroes Contest (the “**Contest**”) is open to legal U.S. residents currently residing in the 50 United States and the District of Columbia who are at least eighteen (18) years old (nineteen (19) years old in Alabama and Nebraska, or twenty-one (21) years old in Mississippi), as of the date of Contest 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 “**Contest 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 Contest 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: During the Contest Period, visit either www.souplantation.com or www.sweettomatoes.com and complete and submit the “**Nomination Form**” with the name and contact information of entrant and entrant’s nominee (a “**Nominee**”), as well as a description of why entrant is nominating the Nominee and why the Nominee is deserving of the prize (the “**Description**”). For purposes of the Nomination Form, a Nominee can be an individual, a group, or an organization that entrant considers to be a “Neighborhood Hero” in entrant’s community. After entrant submits the Nomination Form, the Nominee will be notified via the email address entrant provides requesting acceptance of entrant’s nomination. No Nomination Form will be considered approved as an entry and included in the Contest unless and until the Nominee accepts the nomination. To accept the nomination, the Nominee must respond to the Sponsor’s email before the end of the Contest Period, with a valid mailing address (P.O. Boxes not permitted). Entrant and/or Nominee may be asked to provide information or documentation sufficient for Sponsor to verify identity and/or eligibility, and/or may be asked to submit to a background check, at Sponsor’s sole discretion.

Each Nomination Form submitted and approved by the Nominees in accordance with the procedure described above constitutes one (1) entry. Duplicate entries, whereby the same entrant nominates the same Nominee, will be disqualified. **Limit:** each entrant may submit more than one (1) Nomination Form during the Contest Period but may only submit one (1) Nomination Form for each Nominee.

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. Contest 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 Contest or by any technical or human error which may occur in the processing of the entries in the Contest. Contest 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.

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 used to participate in the Contest at the actual time of entry, as applicable, will be deemed to be the Entrant. 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. 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 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: A panel of [#] judges, as determined by Sponsor in its sole discretion, will review all Descriptions and score them on a scale of 1-100 based on how compelling the Neighborhood Hero narrative is (“Winner Selection Criteria”). On or about 09/15/2019, Sponsor will select the names of two (2) Nominees corresponding with the highest-scoring Descriptions and will deem them the potential prize winners. Sponsor will notify potential winners via the email address or phone number submitted in entrant’s Nomination Form.

Potential winners 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 Contest 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 the Nominee corresponding with the next-highest-scoring Description from among all remaining Eligible Entries. Time permitting, only three (3) alternate Nominees will be selected as potential winners according to the Winner Selection Criteria stated above, 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 CONTEST. 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: Two (2) winners will each receive up to two (2) Ultimate Party Platter Combos from Sponsor’s Catering Menu. Approximate Retail Value (“ARV”) of each prize is US \$285.90. **Entrants acknowledge and agree to work with Sponsor’s designees to redeem the prize on a mutually agreed upon date. Entrants further acknowledge and agree that Sponsor will not deliver the prize; entrants must pick up prize from a mutually agreed upon Sponsor restaurant location.**

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. Sponsor in its sole and absolute discretion, 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. 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 Contest. 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 Contest. 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 Contest; 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 Contest, 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 Contest, as determined by Sponsor. If, for any reason, the Contest cannot be run as planned, Sponsor may disqualify any suspect entries and (a) suspend the Contest and modify the Contest to address the impairment, then resume the Contest 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 CONTEST, ENTRANT AGREES THAT CONTEST 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 CONTEST OR IN ANY CONTEST-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 CONTEST 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, INCLUDING NOMINATIONS NAME, PORTRAITS, PICTURES, 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 CONTEST, 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.

Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Nomination Forms (including Descriptions), the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, misdirected, damaged or stolen mail, or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third party use of any Nomination Form.

9. DISPUTES. This Contest 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 Contest 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 Contest 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 Contest, 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 and/or Nominees is subject to the Sponsor's Privacy Policy, which can be found at <https://souplantation.com/privacy-policy/>. Contest Entities may use entrants' and/or Nominees' 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/hero. For the identity of the winners, available after 10/31/2019, contact Garden Fresh Restaurants LLC, ATTN: Contest Dept., 15822 Bernardo Center Drive, Suite C, San Diego, CA 92127.

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2019 NEIGHBORHOOD HEROES CONTEST
ABBREVIATED RULES

NO PURCHASE NECESSARY. Void where prohibited. Open to legal U.S. residents (incl. DC) who are 18+ (19+ in AL and NE; 21+ in MS) at entry. Begins 12:00 AM PT on 7/8/19; ends 11:59 PM PT on 8/31/19. Visit either www.souplantation.com or www.sweettomatoes.com and submit a Nomination Form to nominate your neighborhood heroes by 8/31/19. 2 winners will each receive up to 2 Ultimate Party Platter Combos from Sponsor's Catering Menu. Approximate retail value of each prize: \$285.90. For complete Official Rules and eligibility requirements, visit [WEBSITE]. Sponsor: Garden Fresh Restaurants LLC, 15822 Bernardo Center Drive, Suite C, San Diego, CA 92127.

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