

OFFICIAL RULES OF
HOF'S HUT RESTAURANTS, INC. dba LUCILLE'S SMOKEHOUSE BAR-B-QUE
FALL FAMILY FUN INSTAGRAM CONTEST

NO PURCHASE NECESSARY -- A PURCHASE WILL NOT INCREASE YOUR
CHANCES OF WINNING

1. **ELIGIBILITY:** Hof's Hut Restaurants, Inc. and BARD Associates, LLC, dba Lucille's Smokehouse Bar-B-Que ("Lucille's Smokehouse Bar-B-Que" or "Lucille's") The Lucille's Fall Family Fun Contest ("Contest") is open only to legal residents of California, Nevada, and Arizona, who are eighteen (18) years of age or older as of the opening of the Contest Period, who have read and accepted the Official Rules. Employees of Hof's Hut Restaurants, Inc. ("Sponsor") and each of the Sponsor's respective affiliates, franchises, subsidiaries, advertising and promotion agencies and suppliers involved in this promotion and each of their immediate family members (including, but not limited to, mother, father, sister, brother, husband, wife, daughter, son, step-father, step-mother, step-daughter, step-son, step-brother, step-sister, half-brother, half-sister, and/or spouses of each) and/or those living in the same household of each (whether related or not) are not eligible to enter or win a prize. Void outside California, Nevada, Arizona and where prohibited by law. This Contest is subject to all federal, state and local laws and regulations.
2. **AGREEMENT TO OFFICIAL RULES:** By participating in the Contest, participant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Contest. By participating in the Contest, participant also agree that they are eighteen (18) years of age or older.
3. **CONTEST PERIOD:** The Contest begins on October 15, 2020 at 12:01 a.m. PST and ends October 25, 2020 at 11:59 p.m. PST, or earlier upon further notice posted herein, whichever is earlier ("Contest Period").
4. **TO PLAY:** To participate, you will need to use an Instagram account. Creating an Instagram Account is free, and is subject to its terms: <http://instagram.com/about/legal/terms/#>. And if you enter via your mobile phone or other web-enabled device and using your wireless carrier's network, standard data charges may apply from your wireless carrier. **By participating, you agree to be responsible for any data charges involved. Sponsor is not responsible for any of these fees or costs.** See Rule #5 below for participation by mail.

During the Contest Period, post a photo playing Lucille's Fall Family Fun activities and tag @lucilles_bbq and use #LucillesFamilyFun in the caption to enter to win a Family Supper to use at a participating Lucille's, while supplies last. By using the hashtag in connection with your Instagram post, you are acknowledging and agreeing that Sponsor has the right to stream your post through the Instagram API or otherwise use your post as set forth in its online terms. Limit one (1) Contest entry per Contest Photo. The more Contest Photos, the more entries. The Contest Prize (defined below) can be applied at the next order at time of payment. Present the

Contest Prize (defined below) when you arrive at the restaurant, call your order in at the restaurant, or order on-line at the restaurant, subject to individual restaurant availability at time of order. On-line participant's profile on Instagram must be public to enter to win. And the participant must be following @Lucilles_BBQ on Instagram.

You will receive one (1) entry into the Contest for each qualified entry.

Sponsor will judge all qualified submissions on the following criteria: Execution of Theme (e.g., the coolest demonstration of Lucille's Fall Family Fun activities) (40%), Creativity & Originality (30%); and Photographic Quality (30%). Sponsor will select (1) one winning submission. The determination of the winning submission shall be made by Sponsor in its sole discretion, and such determination shall be final and binding.

Qualified entries must not be indecent, hateful, obscene, tortious, defamatory, or libelous or contain material that infringes or violates another's rights or disparage others, or contain any unlawful materias, or in violation of these official rules, all in its sole discretion.

If you are selected, we will contact you via a Direct Message, request your email address to send you an offer code for the prize ("Contest Prize").

Offers valid for participating Lucille's Smokehouse Bar-B-Que Restaurants only. Call or see the restaurant manager for additional offer details. Limit one (1) Contest Prize per visit, if applicable. May not be redeemed for cash. Sales tax and gratuity not included. Sponsor is not responsible for unused, lost, stolen or expired offers.

If you receive any message other than stated above, or is blank, you are not a Contest winner. See this Rule #4 above for information on how to claim the Contest Prize.

5. NO PURCHASE NECESSARY: For a Contest submission or entry, send a self-addressed, stamped envelope with a 3x5 card requesting entry, to Hof's Hut Restaurants, Inc., Attn: Jennifer S. Pucher, 2601 East Willow Street, Signal Hill, CA 90755, to be received by October 24, 2020 and will be included in the pool of the daily entry. Requests must be postmarked by October 23, 2020 and received by October 24, 2020. Limit one (1) request or entry per outer stamped envelope. No mechanical reproductions or facsimiles of requests will be honored. Neither the Sponsor nor any of its agencies are responsible for lost, late, misdirected, illegible, incomplete, damaged, delayed, postage due or mutilated mail or any changes in mailing address of entrants. Requests will be honored until Contest Prize has been exhausted or until October 24, 2020, whichever occurs first.

6. VERIFICATION: All prize claims are subject to verification. Decisions of the Sponsor in connection with this Contest are final. In the event of a printing, production or other error or irregular Contest Prize, neither Sponsor nor the Released Parties (as defined below in Rule #9) shall have any liability. If, due to a printing, production or other error, more winning Contest Prize are distributed or more Prizes are validly claimed than are intended to be

awarded per below Rule #7, the stated number of the Prize(s) will be awarded based on the criteria listed above in Rule #4 from among all verified and qualified prize claims received. In no event will Sponsor be obligated to award more than the stated number of the Contest Prize, one (1) prize herein. Any Contest Photo or Contest Prize that is illegible, mutilated, altered, duplicated, tampered with, forged, cut, torn, contains printing, typographical, mechanical or other errors, was not obtained legitimately or was distributed where prohibited by law is null and void. Contest Prize may not be auctioned, transferred or sold. Only Contest Prize and Photos obtained via Rule #4 and Rule #5 shall be deemed to have been obtained legitimately.

7. NUMBER OF AVAILABLE CONTEST PRIZE(S) AND, UNCLAIMED PRIZES/OFFERS WILL NOT BE AWARDED:

Sponsor's selection of the potential winner is final and binding in all matters related to the Contest. The potential winner will be notified by @lucilles_bbq by private direct message and will ask the winner to provide their name, and email address via e-mail correspondence. If a potential winner of the prize cannot be contacted or fails to provide the requested information within the required time period, then the potential winner forfeits the prize. Receiving a prize is contingent on these Official Rules. In the event that the potential winner is disqualified, Sponsor will award the prize to an alternative winner by the selection criteria in the above Rule #4 from among all remaining eligible entries. The Contest Prize will be fulfilled approximately 8-10 weeks after the conclusion of this Contest.

Contest Prize: One (1) Family Supper Contest Prize in total. Specifically one (1) Contest Prize will be drawn on or about October 26, 2020. Instagram's server is the official time-keeping device for this Contest. **This Contest is in no way endorsed or sponsored by Instagram.**

Prize and Offers consist of only the item specifically listed above. Sales tax and gratuity not included. Any taxes and any other costs not specifically stated within these Official Rules are also the sole responsibility of the winner.

Sponsor reserves the right to substitute Contest Prize with a prize of equal or greater value. No substitution, return, cash redemption or transfer of Contest Prize by the winner is permitted. All federal, state and local taxes and fees are the sole responsibility of each winner.

8. PUBLICITY: Except where prohibited, participation in this Contest and acceptance of a prize, constitutes each winner's consent to Sponsor and its agents' use of winner's name, likeness, photograph, voice, opinions, prize information, city and state of residence for promotional purposes in any media, worldwide, without territorial limitations and without further payment or consideration.

9. RELEASE AND LIMITATIONS OF LIABILITY/GENERAL RULES: Except where prohibited,

by participating in this Contest, participants agree, and by accepting a Contest Prize or redeeming an offer, the winner agrees, to defend, release and hold harmless, the Sponsor and each of their respective parent companies, subsidiaries, affiliates, promotional partners, representatives, shareholders, successors, assigns, agents and agencies, and the officers, directors and employees of them (the "Released Parties") from and against any claim or cause of action arising out of participation or attempt to participate in the Contest or receipt or use of any prize or offer and/or prize/offer related activity, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) typographical or other error in the printing, the offering or the announcement of any prize/offer or in the administration of the Contest; (c) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Contest or receipt of any prize/offer. **PARTICIPANT WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, DIRECT, OR INDIRECT DAMAGES.** All materials submitted become the property of the Sponsor and will not be returned. Sponsor reserves the right to disqualify any individual who does not follow all of the instructions, tampers with the entry process or fails to abide by these Official Rules. Sponsor reserves the right to cancel, suspend and/or modify the Contest or promotion or any part of it, should fraud, technical failures, human error or other causes beyond Sponsor's control corrupt the administrations, security or proper play of the Contest, in Sponsor's sole discretion. Sponsor reserves the right to disqualify any individual it finds tampering with or disregarding the entry process, or in violation of the Official Rules, or acting in a disruptive manner.

10. **DISPUTES:** Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest, game, drawing or any prize/offer awarded shall be resolved individually, **without resorting to and waiving any form of class action**, and exclusively in the appropriate forum (as defined below) in the state of California, Los Angeles County; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees. **Entrant agrees that all matters under \$10,000 shall be resolved in small claims court in Los Angeles County, CA.** Parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the Parties. **If the matter is not resolved by negotiation within fifteen (15) days, and if the matter is over \$10,000 or not otherwise eligible for small claims court, Parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure with Entrant bearing its own costs and fees.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the ADR Services, Inc. in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof in Los Angeles County, CA.

Entrant agrees that this shall be a final and binding arbitration, under the rules of the ADR Services, Inc. by proceeding, ENTRANT UNDERSTANDS AND AGREES THAT THIS IS A WAIVER OF EACH AND EVERY RIGHT TO A JURY TRIAL.

11. 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, Contest Prize or drawing, 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 California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

12. **WINNER'S LIST AND COPY OF OFFICIAL RULES:** For the name of the Contest Prize winner, available after October 26, 2020 (or a copy of the Official Rules available anytime), send a separate, self-addressed, stamped (#10) envelope to: Hof's Hut Restaurants, Inc., Attention: Jennifer S. Pucher, 2601 East Willow Street, Signal Hill, CA 90755, to be received by October 30, 2020.

13. **SPONSOR:** Hof's Hut Restaurants, Inc., 2601 East Willow Street, Signal Hill, CA 90755.