



## “Free Entrée for First 100 Guests” Giveaway Rules 3/12/2019

**Eligibility.** The “Free 2 Person Entrée” Giveaway is open and offered to legal United States residents with a valid government issued photo ID who are 18 years of age or older. Released Parties, as well as the Immediate Family of Released Parties and same household members of Released Parties (whether or not related), are not eligible to participate in the Giveaway.

**Definitions.** All capitalized terms used in these rules shall have the meanings given to them in the “Definitions” section at the end of these rules.

**How to Enter.** Arrive at the Restaurant earlier than 12:00 p.m. on the day of the Giveaway and follow the entry instructions provided which include required registration as a Famiglia Vita Member. Numbers will be issued on a first come first served basis upon successful entry starting with the number “1”. Doors will open at 12:00 p.m.

**Awards.** The first 100 eligible Individuals present who sign up for Famiglia Vita and purchase any item on their own check will receive 1 Free 2 Person Entrée priced at \$13.00 or less each added to their loyalty account. Eligible individuals must be present to receive the prize. Individuals must provide loyalty information i.e.phone number, to receive free 2 person entrée offer.

Participants must be in line and in order of their participant number by 12:00pm on 3/12/19 to qualify for the Free 2 Person Entrées offer. Participants not in line prior to 12:00pm on 3/12/19 void their entry, winnings and number in line. Free 2 Person Entrées offer is not valid for online orders.

**Disqualification.** If an Individual is found to have violated any of these rules, that Individual may be disqualified from receiving a Prize in Sponsor’s sole discretion. Individuals shall abide by additional safety and decorum rules as established by Sponsor and may be immediately removed from the Restaurant for any legal reason in Sponsor’s sole discretion.

**What to Bring.** Individuals should dress appropriately for the weather and are permitted to bring water, food and non-alcoholic beverages to a designated waiting area (not into the restaurant) prior to the official opening and may bring a wheelchair, walker, folding chair, stool or other similar device for their convenience.

**Inclement Weather.** The promotion will occur regardless of inclement weather. Please prepare for any weather elements

**Verification.** All Individuals are subject to verification of eligibility at any time. Numbers and/or Prizes are null and void and will be rejected if not obtained from Sponsor, including but not limited to purchasing Numbers or Prizes online or through live auctions. If any part of a Number or Prize is counterfeited, or if any part is illegible, mutilated, or tampered with in any way, the Number or Prize will be rejected and deemed void and invalid.

**Promotional.** Except where prohibited by law, participation in the Giveaway and acceptance of a Number or a Prize constitutes express permission by Individuals for Sponsor, and those acting pursuant to the authority of Sponsor, to use such Individuals' names, photographs, images, likenesses, voices, opinions, hometowns, and/or states for advertising, trade, promotion, and publicity purposes in all forms of media now known or hereafter discovered or devised, worldwide in perpetuity, without further notice, review or approval, or compensation. If an Individual does not agree to these terms that Individual should not participate in the Giveaway.

**General.** All federal, state, and local laws and regulations apply. Each Individual is solely responsible for any applicable taxes and/or expenses associated with winning a Prize. Neither Sponsor nor any other Released Party is responsible for lost, late, incomplete, stolen, misdirected, illegible, or incomplete entries, or for any incorrect or inaccurate information, whether caused by Individuals, tampering, or by any of the equipment or programming associated with or utilized in the Giveaway, and neither Sponsor nor any Released Party assumes responsibility for any error, omission, defect, theft, destruction, or unauthorized access to the materials related to the Giveaway. Sponsor reserves the right, in its sole discretion, to disqualify any Individual found to be tampering with the entry process or the operation of the Giveaway, to be acting in violation of these rules, or to be acting illegally or in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. In such event, Sponsor reserves the right (in addition to disqualification of such Individual) to seek damages from any such Individual to the fullest extent permitted by law. If, for any reason, the Giveaway is not capable of running as planned by reason of, but not limited to, tampering, unauthorized intervention, actions by persons, weather, acts of God, fraud, or any other causes which, Sponsor, in its sole opinion, deems could corrupt or affect the administration, safety, security, fairness, integrity, or proper conduct of the Giveaway, or the Giveaway is otherwise not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Giveaway. If the Giveaway or any portion of the Giveaway is terminated, Sponsor may, in its sole discretion, elect to award Prizes to all Individuals present. In the event that a Prize cannot be awarded for any reason, or if an Individual is not capable of redeeming the Prize for any reason, Sponsor shall not be obligated to award any such Prize, and Sponsor reserves the right, in its sole discretion, to determine whether or not to substitute a Prize (or portion of Prize) with a prize of comparable or greater value or cash value. If, for any reason, more than the stated number of Prizes are available and/or claimed, Sponsor reserves the right, in its sole discretion, to award more than the stated number of Prizes. Prizes are not exchangeable for cash, merchandise, or services except in the sole discretion of Sponsor. No groups, clubs, newsletters, or organizations may reproduce or distribute any portion of these rules to their members, and anyone who participates in the Giveaway through means not permitted by these rules is subject to disqualification

**Indemnification and Release.** By participating in this Giveaway, Individuals agree to release, indemnify, and hold harmless the Sponsor and Released Parties from any and all liability for any injuries, loss, harm, damage, cost, or expense of any kind to any person(s), including, without limitation, property damage, personal injury, and/or death, arising in whole or in part, directly or indirectly, from acceptance, possession, use, and/or misuse of a Prize, participation in this Giveaway or any

Giveaway-related activity, being present at the Restaurant for the Giveaway, and for any claims based on publicity rights, defamation, or invasion of privacy.

**Limitation of Liability:** By participating in this Giveaway, the Individuals agree that: (1) any and all disputes, claims, and causes of action arising out of or in connection with this Giveaway, or any Prize awarded, or the determination of a Winner, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) under no circumstances will the Individuals be permitted to obtain awards for, and the Individuals waive any and all rights to claim, punitive, incidental, consequential, and any other damages, other than for actual out-of-pocket expenses, and Individuals hereby waive any and all rights to have damages multiplied or otherwise increased.

**Agreement to Follow Rules:** By participating in the Giveaway, Individuals fully and unconditionally agree to and accept these rules and the decisions of Sponsor (including but not limited to Sponsor's employee(s) handling Prize awards), which are final and binding in all matters relating to the Giveaway. By participating in the Giveaway, each Individual waives any right to claim ambiguity in these rules. The failure or delay by Sponsor in enforcing any particular clause, provision, or aspect of these rules shall not impact the validity, enforceability, or effect of such clause, provision or aspect, or any other clause, provision, or aspect of these rules.

**Choice of Law:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Participating Parties and/or Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the state in which the Giveaway is conducted without regard to conflicts of law/choice of law doctrine, and all proceedings shall exclusively take place in the courts of that state. The Individuals agree to the jurisdiction of such courts and waive any right to change of venue or any like right.

**Rules:** Rules for this Giveaway are made available at the Restaurant conducting the promotion.

## DEFINITIONS

**Pasta Vita Free 2 Person Entrées:** Collectively, one free 2 person sized entrée with purchase of another item in store. Entrée must be redeemed by providing phone number used during loyalty program sign up, at check out. Free Entrée valid on entrées priced at \$13.00 or less

**Giveaway:** The Pasta Vita 1 Free 2 Person Entrée for the first 100 guests, with purchase.

**Immediate Family:** Spouse, domestic partner, parents, siblings, children, step-parents, step-siblings, and step-children, regardless of where they live.

**Individual:** Any person who comes to the Restaurant to take part in the Giveaway.

**Number:** The numbered wrist band awarded to an Individual to permit participation in the Contest.

**Participating Party or Participating Parties:** Collectively, the Individuals, Winners, Participants and Guests.

**Prize:** Pasta Vita Free 2 Person Entrées priced at \$13.00 or less each and any other prizes awarded.

**Release and Waiver:** The Waiver, Release and Covenant Not to Sue Relating to Participation in the Pasta Vita Free 2 Person Entrées Giveaway.

**Released Parties:** Sponsor and each employee, officer, director, agent and representative of Sponsor and Pasta Vita, and their respective parents, subsidiaries, affiliates, franchised operators, all of their respective advertising, promotion, or fulfillment agencies, promotional partners, and all other companies, entities or individuals associated with the development, administration, implementation, or handling of the Giveaway.

**Restaurant:** The Pasta Vita that will be hosting the grand opening, including the building, parking lot, landscape areas and all other portions of the Restaurant property.

**Sponsor:** Collectively, Pasta Vita, the Pasta Vita franchised operator hosting the Restaurant grand opening, and their designees.

**Winner:** An Individual receiving a prize.