

PierSide Grill
“Show Us Your PierSide” Photo Contest

1. ENTRY: No purchase necessary to enter or win. Photo Contest runs from January 27, 2020 through May 31, 2020 or until supplies last. Entrants must share photos or video on social media with hashtags #PierSideFMB and #PhotoContest to enter for a chance to win. Entrants using Facebook to enter must share photo publicly ([click here to learn how to select an audience](#)) and Twitter and Instagram profiles must be public in order to qualify. By entering your information into this photo contest, you are agreeing to these terms and conditions listed in the rules.

2. ELIGIBILITY: This campaign is open only to those who are legal U.S. residents, over the age of 18. Employees of PierSide Grill (along with its contractors, affiliates and subsidiaries) and their families may participate but are not eligible to win prize. Void where prohibited by law. Contestants residing in those areas where the photo contest is void may participate in the photo contest but may not win any prizes. Purchase does not enhance chance of winning. Void where prohibited.

3. AGREEMENT TO RULES: By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of PierSide Grill. as final and binding as it relates to the content of this Campaign.

4. CAMPAIGN PERIOD: Entries will be accepted online starting on January 27, 2020 at 9 AM EST through May 31, 2020 at 11:59 PM EST or while supplies last. All online entries must be received within each promotional period to qualify for each promotional period entry or while supplies last. Promotional Periods are as follows:

Promotional Period	Begins	Ends
Jan/Feb	January 27, 2020 at 9 AM EST	February 29, 2020 at 11:59 PM EST
March	March 1, 2020 at 9 AM EST	March 31, 2020 at 11:59 PM EST
April	April 1, 2020 at 9 AM EST	April 30, 2020 at 11:59 PM EST
May	May 1, 2020 at 9 AM EST	May 31, 2020 at 11:59 PM EST

5. WINNER SELECTION: Employees of PierSide Grill will choose 3 (Three) winners at random for the receipt of ONE (1) \$50 USD gift certificate to dine at PierSide Grill during each Promotional Period. (restrictions apply)

6. HOW TO ENTER: The Campaign Entrants must share photos or video on Facebook, Instagram or Twitter with hashtags #PierSideFMB #PhotoContest to enter for a chance to win. The entry must fulfill all Campaign requirements, as specified, to be eligible to win the prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at

the sole discretion of PierSide Grill. You may enter only once. You must provide the information and complete all steps requested. You may not enter more times than indicated by using multiple identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of PierSide Grill.

7. PRIZE: ONE (1) \$50 USD gift certificate to dine at PierSide Grill per winner. (restrictions apply). Prize(s) cannot be exchanged for cash value. No travel, airfare, or transportation etc. are included in the prize. Total prize value per Promotional Period is \$150. Total prize value inclusive of all Promotional Periods is \$600.

8. ODDS: The odds of winning depend on the number of eligible entries received.

9. WINNER SELECTION AND NOTIFICATION: Winners will be announced on PierSide Grill social networking sites (Facebook, Twitter and Instagram) within two weeks of the promotional date. Inability to contact a winner may result in disqualification and selection of an alternate winner. Winner will be selected under the supervision of PierSide Grill. Winner will be notified by direct message within ten (10) days after the final day in the promotional period. PierSide Grill shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize before the event is held, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited, and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT PIERSIDE GRILL'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

10. RIGHTS GRANTED BY YOU: By entering this photo contest, You understand and agree that PierSide Grill, anyone acting on behalf of PierSide Grill's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent. By entering this contest, You represent and warrant that your entry is an original work of authorship and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of PierSide Grill. If the contest of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless PierSide Grill from and against any suit, proceeding, claims, liability, loss, damage, costs or

expenses, which PierSide Grill may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

11. **TERMS AND CONDITIONS:** PierSide Grill reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond PierSide Grill's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, PierSide Grill may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by PierSide Grill. PierSide Grill the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. PierSide Grill has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, PierSide Grill reserves the right to seek damages to the fullest extent permitted by law.

12. **Limitation of Liability:** By entering, You agree to release and hold harmless PierSide Grill and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

13. **Disputes:** THIS Campaign IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND FLORIDA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in FLORIDA having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

14. **Privacy Policy:** Information submitted with an entry is subject to Privacy Policy.

15. GENERAL CONDITIONS: a. Participants hereby grant PierSide Grill, a non-exclusive, perpetual, worldwide license to broadcast, publish, store, reproduce, distribute, syndicate, and otherwise use and exhibit the Submission (along with their names, voices, performance and/or likenesses) in all media now known and later come into being for purposes of trade or advertising without further compensation. Participants represent and warrant that they have full legal right, power and authority to grant PierSide Grill. The foregoing license and if applicable, have secured all necessary rights from any participants in, and contributors to, their Submission in order to grant such a license. b. Pierside Grill is under no obligation to use any Submission or return the Submissions to participants. c. Winners will be required to execute and return a Certificate of Eligibility, Consent and General Release form within 14 days of notification. Non-compliance within this time period may result in disqualification and selection of an alternate winner. Any income tax liability is the sole responsibility of the winner.

16. NOT ENDORSED BY FACEBOOK AND/OR INSTAGRAM OR TWITTER: By participating in this photo contest, you acknowledge that this photo contest is in no way sponsored, endorsed or administered by, or associated with, Facebook or Twitter and release Facebook and Twitter from any and all liability arising from correlated to this photo contest. The information you are providing for this photo contest is being provided to PierSide Grill and not to Facebook/Instagram or Twitter and will be used to notify you if you have won, and to inform you about special offers from PierSide Grill and our trusted partners.

17. CONDUCT: All participants agree to be bound by these Official Rules. a. PierSide Grill in its sole discretion, reserves the right to disqualify any person it finds to be tampering with the entry process, the operation of its website or of the photo contest b. PierSide Grill reserves the right, at its sole discretion, to disqualify and remove the photo of any individual it finds to be acting in violation of the terms and conditions of any Social Media Site used in entering the Photo contest; or to be acting in a non-sportsmanlike, inappropriate, or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

18. LIMITATIONS OF LIABILITY: PierSide Grill is not responsible for late, lost or misdirected email or for any computer, online, telephone or technical malfunctions that may occur. If for any reason, the photo contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort, PierSide Grill may cancel, terminate, modify or suspend the photo contest. Entrants further agree to release PierSide Grill from any liability resulting from, or related to participation in the photo contest.

19. WINNERS LIST: The names of the winners may be obtained by sending a self-addressed, stamped envelope to: Social Media Contests, Priority Marketing, 12140 Carissa Commons Court, Suite 201, Fort Myers, Florida 33966. Requests must be received no later than June 12, 2020 at 11:59 PM EST.

20. OTHER RESERVATION OF RIGHTS: PierSide Grill reserves the right in its sole discretion to cancel, terminate, modify, or suspend the Photo contest if fraud, technical failures or any other factor beyond PierSide Grill's reasonable control impairs the integrity of the Photo contest (or portion thereof).