

**OFFICIAL RULES FOR
HOF'S HUT RESTAURANTS INC.
TEXT TO WIN A BBQ FAMILY MEAL SWEEPSTAKES**

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

1. **ELIGIBILITY:** Hof's Hut Restaurants, Inc. and BARD Associates, LLC ("Hof's Hut") Text To Win a Hof's Hut BBQ Family Meal Sweepstakes ("Sweepstakes") is open only to legal residents of California who are eighteen (18) years of age or older as of the opening of the Sweepstakes Period, who have read and accepted there Official Rules. Employees of Hof's Hut Restaurants, Inc. ("Sponsor") and its "Promotional Participants" 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, domestic partner, 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 and where prohibited by law. This Sweepstakes is subject to all federal, state and local laws and regulations and no purchase necessary to participate or win.
2. **AGREEMENT TO OFFICIAL RULES:** By participating in the Sweepstakes, 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 Sweepstakes. By participating in the Sweepstakes, participant also agree that they are eighteen (18) years of age or older.
3. **SWEEPSTAKES PERIOD:** The Sweepstakes begins on October 15, 2020 at 12:01 a.m. PST and ends on October 22, 2020 at 11:59 a.m. PST, or earlier upon further notice posted herein, whichever is earlier ("Sweepstakes Period").

4. **HOW TO ENTER:**

There are two ways to enter during the Sweepstakes Period, as follows:

- a. **Texting.** Enter by texting FALL4PIE to 752-72. After you send your text you will receive a reply asking you to reply with your zip code. After the zip code is sent, you will be signed up for the Hof's Hut SMS club. You will also automatically receive one entry into the Sweepstakes. And then you will receive a sign up offer redemption code for a Free Appetizer or Dessert (not to exceed \$10) at participating locations and subject to additional terms. **Message and data rates may apply for usage and the responsibility of you, the participant. Sponsor is not responsible for any fees or charges you may incur as a result of wireless phone transmissions or data use. TEXT STOP to unsubscribe at any time, or e-mail or jpucher@hofmangroup.com.** Information

collected from participants is subject to the Sponsor's Terms Policy, specifically regarding Mobile Messaging, which is available at <http://hofshut.com/terms> and <http://hofshut.com/privacy> and <http://hofshut.com/privacy#california-privacy>. And by proceeding with this Sweepstakes, you agree to all Sponsor's Terms. If you have previously opted into the Hof's SMS club, you are still eligible to enter.

b. No Purchase Necessary - Enter by Mailing In. You will automatically receive one (1) entry into the Sweepstakes by mailing in. For a Sweepstakes submission, 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, with your full name, address, e-mail address and phone number, to be received by October 22, 2020 and will be included in the list of entries. Requests must be postmarked by October 20, 2020 and received by October 22, 2020. Limit one (1) request 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 participants.

Limit of one (1) entry per person during the Sweepstakes Entry Period regardless of method of entry. Use of any automated system to participate is prohibited and will result in disqualification.

If you are selected, we will contact you via text and send a redemption code for one (1) BBQ Family Meal ("Sweepstakes Prize") or by using the contact details provided on the mail-in entry and may be awarded the prize (subject to verification of eligibility and compliance with the terms of these rules).

Offers valid at participating Hof's Hut Restaurants only in California. Call or see the restaurant manager for additional offer details. Limit one (1) Sweepstakes Prize per visit. May not be redeemed for cash. Sales tax and gratuity not included. Sponsor is not responsible for unused, lost, stolen, late, illegible, expired, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged, destroyed, delayed, misdirected, not received, postage due mail entries, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any human, mechanical or electronic error that may occur in the processing of the entries in Sweepstakes, or other errors appearing within the Official Rules or in any Sweepstakes related advertisements. Sweepstakes Sponsor assumes no responsibility for any typographical or other error in the printing of the offer, administration of Sweepstakes, errors in processing entries, identifying the winners, in the announcement of the prizes and winners, and the delivery of the prizes, any problems or technical malfunction of any telephone network or lines, mobile phone, computer systems, online systems, servers or providers, computer equipment, software, failure of any email or players on account of technical problems or traffic congestion on the Internet or on any website, or any combination thereof, including, without limiting to, any injury or damage to participant's or any other person's computer system/software or mobile phone or other portable electronic device related to or resulting from participation or downloading any materials in Sweepstakes.

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

5. **VERIFICATION:** All prize claims are subject to verification. Decisions of the Sponsor in connection with this Sweepstakes are final. In the event of a printing, production or other error or irregular Sweepstakes Prize, neither Sponsor nor the Released Parties (as defined below in Rule #8) shall have any liability. If, due to a printing, production or other error, more winning Sweepstakes Prize are distributed or more Prizes are validly claimed than are intended to be awarded per below Rule #6, the stated number of Prizes will be awarded in a random drawing from among all verified prize claims received. In no event will Sponsor be obligated to award more than the stated number of the Sweepstakes Prize, one (1) herein. Any Sweepstakes Photo or Sweepstakes 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. Sweepstakes Prize may not be auctioned, transferred or sold. Only Sweepstakes Prize obtained via Rule #4 shall be deemed to have been obtained legitimately.

6. NUMBER OF AVAILABLE SWEEPSTAKES 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 Sweepstakes. The potential winner will be notified by SMS text message and sent a redemption code or by U.S. mail. If a potential winner of the prize cannot be contacted, 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 random drawing from among all remaining eligible entries. The Prize will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

Sweepstakes Prize: One (1) BBQ Family Meal Grand Prize in total. Specifically, one (1) Sweepstakes Prize will be drawn on October 23, 2020, or Sponsor reserves the right to modify this date if impossible or impractical, pending business needs or city or county COVID or other city, county or state emergency or act of god. Prize and Offers consist of only the item specifically listed. 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 Sweepstakes Prize with a prize of equal or greater value. No substitution, return, cash redemption or transfer of Sweepstakes Prize by the winner is permitted. All federal, state and local taxes, costs, expenses, and/or fees are the sole responsibility of each winner.

7. **PUBLICITY:** Except where prohibited, participation in this Promotion 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.

8. **RELEASE AND LIMITATIONS OF LIABILITY/GENERAL RULES:** Except where prohibited, by participating in this Sweepstakes, participants agree, and by accepting a Sweepstakes Prize or redeeming an offer, the winner agrees, to defend, release and hold harmless, the Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors, the Promotional Participants 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 Sweepstakes 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 Sweepstakes; (b) typographical or other error in the printing, the offering or the announcement of any prize/offer or in the administration of the Sweepstakes; (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 Sweepstakes or receipt of any prize/offer. Sponsor assumes no responsibility for and will disqualify entries that are Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. No software-generated, robotic, programmed, script, macro or other automated entries are permitted and any entries received by such means will be void. **PARTICIPANT WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, DIRECT, OR INDIRECT DAMAGES. AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT SHALL SUCH CLAIMS, JUDGMENTS OR AWARDS INCLUDE ATTORNEYS' FEES.** All materials submitted become the property of the Sponsor and will not be returned. Sponsor reserves the right, in its sole discretion, to disqualify any individual who (a) does not follow all of the instructions, provides incomplete or inaccurate information, tampers with the entry process or fails to abide by these Official Rules; or with any Website promoting the Sweepstakes; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Sweepstakes multiple times through the use of multiple email addresses or the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to void the entries at issue, and/or terminate the relevant portion of the Sweepstakes, including the entire Sweepstakes, and/or modify the Sweepstakes and/or award the prize from all eligible entries received as of the termination date. Sponsor reserves the right, in its sole discretion, to cancel, suspend and/or modify the Sweepstakes or Promotion or any part of it, should (a) fraud, (b) technical failures of any kind, (c) telephone, or other computer malfunctions, failures or difficulties, (d) any inability of the winner to accept the prize for any reason, (e) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control, and/or (f) human error or other causes beyond Sponsor's control, corrupt administrations, security or improper play of the Sweepstakes. Sponsor reserves the right, in its sole discretion, 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. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE THE WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES, UNDERMINE THE CONTENT, OR THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND/OR CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH PARTICIPANT, AND SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON OR PERSONS TO THE FULLEST EXTENT PERMITTED BY LAW.

9. **DISPUTES:** Participants agree that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, game, drawing or any prize/offer awarded shall be resolved individually, **without resorting to 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 Sweepstakes, but in no event attorneys' fees. **Participant 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 Participant 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.

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

10. **DISPUTES:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participant and Sponsor in connection with the Sweepstakes 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.
11. **WINNER'S LIST AND COPY OF OFFICIAL RULES:** For the name of the Sweepstakes Prize winner, available after October 23, 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 23, 2020.

12. PARTICIPANT'S PERSONAL INFORMATION

Information collected from participant is subject to the Sponsor's Privacy Policy, which is available at <http://hofshut.com/privacy>, <http://hofshut.com/privacy#california-privacy> and <https://www.fishbowl.com/privacy/>.

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

14. **SWEEPSTAKES ADMINISTERED:** Hof's Hut Restaurants, Inc., 2601 East Willow Street, Signal Hill, CA 90755.

15. **SMS MESSAGE ADMINISTERED:** Fishbowl Inc., 44 Canal Center Plaza, Suite 500, Alexandria, VA 22314