

Wahlburgers Passport Promotion Official Rules

No Purchase Necessary. Void Where Prohibited by Law. A purchase or payment of any kind will not increase your chances of winning. This sweepstakes is intended for play in the United States only and shall be construed and evaluated according to the laws of the United States.

This sweepstakes is sponsored by Wahlburgers Pittsburgh (“Sponsor”), and is in no way sponsored endorsed or administered by or associated with Wahlburgers Franchising LLC, or its affiliates (“Parent Company”). Any questions, comments or complaints regarding the sweepstakes must be directed to the Sponsor, not its Parent Company or affiliates

1. All individuals must be eighteen (18) years of age or older and a legal resident of the 50 United States (and the District of Columbia) to participate in the Wahlburgers Passport promotion. Void in all other jurisdictions and where prohibited by law.
2. Employees, contractors, directors, agents and officers of Wahlburgers Pittsburgh, and members of the immediate family (spouse, parent, child, sibling, and their respective spouses) and household members of each such employee are not eligible to participate.
3. By participating, entrants agree to these official rules and the decisions of Wahlburgers Pittsburgh, which are final and binding in all matters relating to this promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.
4. The promotion begins on Jan 25, 2019 and ends on March 15, 2019. For the purposes of this sweepstakes, a day is defined as a calendar day beginning at 12:00:01 a.m. Eastern Standard Time (“EST”) and ending at 11:59:59 p.m. EST. On March 15, 2019 at 8pm. EST, Wahlburgers Pittsburgh will randomly select one (1) winner from all among all eligible entries received during the promotion period. An entrant is not a winner of any prize, even if the drawing should so indicate, unless and until entrant’s eligibility and compliance with the official rules have been verified and entrant has been notified that verification is complete. The potential winner will be notified by either phone using the information provided during entry into promotion, it is the responsibility of the entrant to provide a legible and accurate contact phone number. The winner will have 24 hours from the time initial contact is made to confirm. If a potential winner cannot be reached (regardless of reason), or is disqualified for any reason, the potential winner will forfeit the prize and Wahlburgers will award the prize to an alternate winner selected at random from the remaining entries. Upon disqualification, no further compensation will be given. Failure to comply with any term or condition in these rules may result in disqualification at Wahlburgers Pittsburgh sole discretion. Odds of winning will depend upon the total number of entries received.

“Each potential winner may be required to sign and return an Affidavit of Eligibility (unless prohibited by law), which must be received by Sponsor within five (5) days of notice. If the potential winner cannot be contacted, Sponsor will select an alternative winner by random drawing.”

5. Entries may be earned with purchase of any item:
 - a. Customers will be given an entry-form to fill out along with their check, and will be able to manually enter into the drawing-tub.
 - b. **One (1) entry per day per person.**
 - c. Entry in restaurant only (purchase required, one entry per person) – Entrants will find on their receipt a code they will handwrite on to validate entry form

Alternate Method of Entry, Enter Without Purchase (Alternate Method of Entry, “AMOE”): A participant can enter the Sweepstakes once without making a purchase Wahlburgers Pittsburgh restaurant by coming to Wahlburgers Pittsburgh 6242 Northway Drive Pittsburgh PA 15237, and requesting from the manager on duty an Alternative Entry Method between the hours of 9am-11am 7 days a week, or Mon-Friday from 2pm-5pm, or Mon-Thursday from 8pm to 9pm.

All entries accepted consistent with these rules will share the same chances of winning as those entries made with a purchase

6. After March 14, 2019 Wahlburgers Pittsburgh will select one name for the Grand Prize .
 - a. **One (1) Grand Prize** winner will receive the following prize(s) – Wahlburgers gift card(s) in the amount of **\$600** (That works out to one burger of the customer’s choice once a week for an entire year!) The Grand Prize winner will also qualify for the Penguins Passport Grand Prize drawing that will take place on Fan

Appreciation day and also receive two (2) tickets to the game. The winner will also receive a signed Sidney Crosby jersey, 1000.00 dollars, for a combined prize of approximately 2600.00

- Sponsor may have additional drawings at its discretion for other prizes during the sweepstakes period. If the participant is selected by the sponsor randomly for another prize that entry will not be re-entered into the drawing.
7. Acceptance of prize constitutes permission to Wahlburgers and its agents to use the winner's name and/or likenesses, prize information, photograph, voice, and comments for purposes of advertising and trade without further notice, permission, or compensation, unless prohibited by law.
 8. Entries into the promotion are not transferable and have no cash value. .
 9. Any and all applicable taxes relating to the entrant receiving any type of award is the sole responsibility of the winner.
 10. By participating in this promotion, entrants agree to release and hold harmless Wahlburgers Pittsburgh, its partners, members, directors, officers, employees, franchisees, and agents from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the promotion or receipt or use or misuse of the prize, including any travel related thereto, and for claims based on publicity rights and intellectual property rights, defamation or invasion of privacy. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, printing errors or by any of the equipment or programming associated with or utilized in the Event; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Event; (4) technical or human error which may occur in the administration of the Event; (5) lost, late, illegible, misdirected, mutilated, or incomplete submissions
 11. If, for any reason, the promotion is not capable of running as planned, Wahlburgers Pittsburgh may, in its sole discretion, void any suspect entries and cancel or terminate the promotion; modify or suspend the promotion to address the impairment and then resume the promotion in a manner that best conforms to the spirit of these official rules; and/or award the prize in accordance with the winner selection criteria set forth above from among all eligible, non-suspect entries received. Wahlburgers Pittsburgh reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the promotion or to be acting in violation of the official rules.
 12. Management of Wahlburgers Pittsburgh will resolve any dispute or situation not covered by these Official Rules and that decision shall be final and binding. Except where prohibited, by participating, you agree that: (a) any and all disputes, claims and causes of action arising out of or connected with this sweepstakes or any prizes award shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court or the appropriate Commonwealth of Pennsylvania Court, (b) any and all claims, judgements and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the sweepstakes but in no event attorneys' fees; and (c) under no circumstance will you be permitted to obtain awards for, and you hereby waive, 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 right to have damages multiple or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability shall be governed by, and construed in accordance with, the laws and venue of the commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules (whether in the Commonwealth of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.
 13. For a copy of the rules, please send a self-addressed stamped envelope to 6242 Northway Drive, Pittsburgh PA, 15044. Rules are also available at the location for anyone to review. They will be available for up to 30 days following the end of the promotion.
 14. If any of the preceding rules are found to be invalid, all other rules shall remain in effect.
 15. All decisions made by Wahlburgers Pittsburgh management are final.
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