

# Chick-fil-A® Pittsburgh & Pittsburgh Penguins® Passport Sweepstakes OFFICIAL RULES

**NO PURCHASE OR PAYMENT IS NECESSARY TO PARTICIPATE OR WIN. PURCHASE DOES NOT IMPROVE ODDS OF WINNING. VOID WHERE PROHIBITED.**

**1. Sponsors:** The Chick-fil-A Pittsburgh & Pittsburgh Penguins Passport Sweepstakes (“Sweepstakes”) is sponsored by the participating franchised Operators of Chick-fil-A restaurant locations in the Pittsburgh, Pennsylvania area (collectively, “Sponsors or Participating Locations”).

**2. Eligibility:** The Sweepstakes is open and offered to legal residents of the 50 United States (excluding Florida and New York) and the District of Columbia who: (a) have downloaded the Chick-fil-A App (previously the Chick-fil-A One app.) and completed the registration process; and (b) are eighteen (18) years of age or older as of February 11, 2019. Visit [www.chick-fil-a.com](http://www.chick-fil-a.com) for information about the Chick-fil-A App., including how to download and register. Employees and their immediate family and household members (whether or not related) of Sponsors/Participating Locations, Pittsburgh Penguins, L.P., Pittsburgh Penguins, LLC, Chick-fil-A, Inc., CFA Properties, Inc., and any Chick-fil-A restaurant, Dwarf House® and Truett’s Grill® restaurants, and their respective franchised Operators, employees, subsidiaries, affiliates, advertising, promotion, or fulfillment agencies, promotional partners, and all other entities or individuals involved in or associated with the development, implementation, administration, or fulfillment of the Sweepstakes (collectively, the “Sweepstakes Entities”) are not eligible to participate in the Sweepstakes. Only individuals meeting all eligibility requirements set forth in these Official Rules (“Participant”) may participate in the Sweepstakes or win a prize. All federal, state, and local laws and regulations apply.

**3. Sweepstakes Period:** The Sweepstakes begins at 6:30 AM EDT on February 11, 2019 and ends at 10:00 PM EDT on February 23, 2019 (“Sweepstakes Period”). Sponsors’ clock shall be the official time-keeping device for all purposes of this Sweepstakes.

**4. How to Participate:** During the Sweepstakes Period, Participants who place an order via the Chick-fil-A App. at a Participating Location will receive a Sweepstakes entry form (likely on the bag containing their order). Alternatively, Participants may enter the Sweepstakes without placing an order via the Chick-fil-A App. by visiting a Participating Location and requesting an entry form. **Limit one (1) entry per Participant per day per Participating Location during the Sweepstakes Period, regardless of method of entry. Multiple entries by or on behalf of the same Participant on the same day, regardless of Participating Location or method of entry, will result in ineligibility with respect to all entries by or on behalf of that Participant.**

**5. Prizes:**

a. Free Catered Chick-fil-A Party and Penguins Prize Pack- For each Participating Location, one (1) winner (“Winner” or “Winners”) will be selected at random from all eligible entries received. Each Winner (once s/he has satisfied the “How to Claim Prizes” criteria in Section 8 below) will receive: (i) a free catered meal for a mutually agreed upon date and location between Winner and Participating Location; and (ii) a Pittsburgh Penguins Prize Pack (“Prize” or “Prizes”). Approximate Retail Value (“ARV”) of each Prize: \$400; total ARV of all Prizes: \$6,000.

b. Grand Prize- From all Participating Location combined, one (1) grand prize winner (“Grand Prize Winner”) will be selected at random from all eligible entries received. The Grand Prize Winner (once s/he has satisfied the “How to Claim Prizes” criteria in Section 8 below) will receive: (i) a free catered meal and Penguins Prize Pack (as described in (a) above); and (ii) a Pittsburgh Penguins VIP

Ticket Package, The Bench Experience, which consists of: (a) four (4) tickets to a Pittsburgh Penguins home game at PPG Paints Arena in either the KeyBank Club Seats or Captain Morgan Club Seats (for a mutually agreed upon (between Grand Prize Winner and Pittsburgh Penguins) game during the Penguins' 2018-2019 regular season); (b) watching the game warm-ups from the Pittsburgh Penguins bench (for the four (4) ticket-holders to the game described in (a)); (c) \$25 placed on each ticket (\$100 total) for concessions or PensGear® credit; (d) four (4) Pittsburgh Penguins autographed mini-helmets (one (1) for each guest); and (e) one (1) arena lot parking pass. ARV of Grand Prize: \$3,400.

ARV of all prizes (Prizes and Grand Prize): \$9,400.

No prize or portion of a prize may be sold, auctioned, offered for sale, assigned, transferred, offered for transfer, photocopied, duplicated, or redeemed or exchanged for cash, merchandise, or services, except by Sponsors/Participating Locations, in their sole and absolute discretion, who reserve the right to substitute Prize or Grand Prize (or any portion thereof) with a prize of comparable or greater value. Each Winner and Grand Prize Winner is solely responsible for all other expenses associated with the Prize/Grand Prize, including but not limited to taxes and transportation to and from the game. **Only one prize per eligible winner; i.e. the same person cannot win both the Grand Prize and Free Catered Chick-fil-A Party and Penguins Prize Pack.**

**6. Odds:** Odds of winning a Prize depend on the number of eligible entries received.

**7. Selection of Winners.** Potential winners will be selected in a random drawing by Sponsors or their designees on or around March 4, 2019. Potential winners do not have to be present at the prize drawing to win.

**8. How to Claim Prizes:** Sponsors will attempt to notify each potential winner of his/her winning status via the telephone number(s) and/or e-mail address provided by potential winner either during Sweepstakes registration or, if a Chick-fil-A App. Member, during that member's Chick-fil-A App. registration. Before a Prize is awarded, each potential winner must complete, sign, and return an Affidavit of Eligibility ("Affidavit") and, where lawful, Liability/Publicity Release ("Release") (collectively, "Affidavit and Release") within three (3) days after notification. If the indicated forms are not signed and returned by the time indicated on the documents, or if a potential winner does not meet eligibility criteria, or is otherwise unwilling or unable to comply with these Official Rules, or cannot be contacted within three (3) days of their name being selected as a potential winner, an alternate potential winner may be selected, in Sponsors' sole discretion. Sponsors or their agents will arrange a time for each Winner to pick up his or her Prize.

**9. Publicity:** Except where and as may be prohibited by law, participation in the Sweepstakes and acceptance of any prize constitutes the express permission of a winner for Sponsors/Participating Locations, Sweepstakes Entities, and those acting pursuant to the authority of Sponsors/Participating Locations and/or Sweepstakes Entities to use such winner's name, photograph, image, likeness, voice, opinions, hometown, and/or state for advertising, trade, promotion, and/or 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.

**10. General Conditions:** Sponsors/Participating Locations reserve the right, in their sole and absolute discretion, to cancel, terminate, modify, extend, or suspend the Sweepstakes should non-authorized intervention, fraud, weather, force majeure events, or other causes beyond their control corrupt or affect the administration, security, fairness, or proper conduct of the Sweepstakes. Sponsors/Participating Locations reserve the right to disqualify any individual they determine, in their sole and absolute discretion, is or is attempting or intending to: (a) tamper with any aspect of the operation of the Sweepstakes, (b) defraud

Sponsors/Participating Locations, (c) undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices, (d) annoy, abuse, threaten, or harass any other Participants, Sweepstakes Entities, or representatives of the Sweepstakes Entities, or (e) act in violation of these Official Rules. In such event(s), Sponsors/Participating Locations reserve the right (in addition to disqualification of such individual) to seek damages from any such person to the fullest extent permitted by law. Sponsors'/Participating Locations' failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision. No groups, clubs, newsletters, or organizations may reproduce or distribute any portion of these Official Rules to their members, and anyone who participates in the Sweepstakes through means not permitted by these Official Rules is subject to disqualification. All entries are subject to verification and are void and will be rejected if not obtained through authorized, legitimate channels or if any part of an entry is determined by a Sponsors or their agents to be illegible, forged, reproduced, manipulated, mutilated, counterfeited, or tampered with in any way. No more than the stated number of prizes will be awarded. In the event that production, technical, mechanical, typographical, or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsors/Participating Locations reserve the right, in their sole and absolute discretion, to award only the stated number of prizes (previously not awarded) by means of a random drawing among all legitimate and eligible prize claims.

**11. Release: By participating in this Sweepstakes and/or accepting a prize, Participant (for himself or herself and his or her heirs) agrees to release, indemnify, and hold harmless the Sweepstakes Entities, including Sponsors/Participating Locations, and each of their officers, directors, owners, employees, agents, affiliates, and owner-operators (collectively, the "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 or participation in this Sweepstakes or any Sweepstakes-related activity and for any claims based on publicity rights, defamation, or invasion of privacy.**

**12. Agreement to Official Rules:** By participating in the Sweepstakes, each Participant fully and unconditionally agrees to and accepts these Official Rules and the decisions of Sponsors/Participating Locations (including but not limited to Sponsors'/Participating Locations' employees or agents handling prize redemption), which are final and binding in all matters relating to the Sweepstakes. By participating in the Sweepstakes, each Participant waives any right to claim ambiguity in these Official Rules. In the event of any inconsistency with any other materials, these Official Rules shall govern.

**13. Limitation of Liability:** IN NO EVENT WILL SPONSORS/PARTICIPATING LOCATIONS, OR ANY RELEASED PARTY BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, CLAIMS, ACTIONS, DAMAGES, LOSSES, OR LIABILITY OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM OR ARISING FROM PARTICIPATION IN, OR THE PRODUCTION, PROMOTION, OR ADMINISTRATION OF, THE SWEEPSTAKES, OR ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF A PRIZE THAT MAY BE AWARDED. WITHOUT LIMITING THE FOREGOING, ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF

CRIMINAL AND CIVIL LAWS, AND SHOULD ANY SUCH ATTEMPT BE MADE, SPONSORS/PARTICIPATING LOCATIONS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Except where prohibited, Participants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any prize awarded, or the determination of winners, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) s/he hereby waives all rights to claim punitive, incidental, consequential, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

**14. Non-waiver:** The failure or delay by Sponsors/Participating Locations in enforcing any particular clause, provision, or aspect of these Official Rules shall not impact the validity, enforceability, or effect of any other clause, provision, or aspect of these Official Rules.

**15. Choice of Law:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of each Participant, and/or Sponsors/Participating Locations in connection with the Sweepstakes, shall be exclusively governed by, and construed in accordance with, the laws of the State of Pennsylvania without regard to conflicts of law/choice of law doctrine of Pennsylvania or any other jurisdiction, and all proceedings regarding same shall take place exclusively either in a state or federal court located in Pittsburgh, Pennsylvania. Each Participant agrees to the jurisdiction of such courts and waives any right to change of venue or any like right.

**16. Official Rules and Winners List:** Official Rules for this Sweepstakes may be obtained by visiting Sponsors/Participating Locations during the Sweepstakes Period or by emailing [joslynn@cfapitt.com](mailto:joslynn@cfapitt.com). For a disclosure of winners (first name, last name initial, and city), send a self-addressed, stamped envelope for receipt by June 2, 2019 to: Chick-fil-A Pittsburgh & Pittsburgh Penguins Passport Sweepstakes, Attn: Joslynn Tatterson, 1700 Route 288, Cranberry Township, PA 16066.

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