

SONNY'S APRIL GRILL SET GIVEAWAY

Official Rules

- 1. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.** The Sonny's April Grill Set Giveaway (the "**Giveaway**") is sponsored by Tampa Bay BBQ Co-op, Inc. ("**Sponsor**") and is subject to these official rules (the "**Official Rules**") and all federal, state, and local laws. Raffle is only offered at participating stores ("**Participating Store(s)**") in the Florida counties of Pinellas, Pasco, Hillsborough, Manatee, Sarasota, Hernando or Charlotte listed in the Appendix of these Official Rules (the "**Raffle Area**"). Void outside the Raffle Area and where prohibited by law.
- 2. Eligibility.** The Giveaway is open to legal United States residents who are present in the Raffle Area, eighteen (18) years of age or older and are not otherwise barred by law from participating in the Giveaway at the time of entry. Officers, directors, agents, representatives and volunteers of Sponsor, Lightning Hockey LP ("**Lightning**"), Tampa Bay Arena, L.P. ("**TBA**") and any other entity directly involved in the development or administration of the Giveaway, and the members of their immediate families (defined as spouses, parents, siblings, and children) and households, are not eligible to enter or win. The term "**household**" includes all persons residing together (part-time or full-time) in a single residence, whether or not related.
- 3.** Giveaway is subject to all federal, state and local laws. Sponsor shall be entitled to interpret these Official Rules as needed — including but not limited to rules regarding deadlines, winner selection, prize restrictions, and eligibility — and all such decisions are final. By participating, you irrevocably, fully and unconditionally agree to be bound by these Official Rules and waive any right to claim ambiguity in these Official Rules and/or in any other Giveaway and/or Giveaway-related advertising or materials.
- 4. Giveaway Period.** The Giveaway begins at 11:00 AM Eastern Time ("**ET**") on Saturday, April 6, 2019 and ends on or about 9:00 PM ET on Sunday, April 7, 2019 or while supplies last ("**Giveaway Period**"). Sponsor will award up to five hundred fifty (550) Prizes (defined below). Sponsor's clock will be the official timekeeper for this Giveaway.
- 5. How to Enter/Win.** During the Giveaway Period, the first fifty (50) people to visit a Participating Store, speak to a Sponsor representative and ask for the Giveaway item will be a winner of a Prize (defined below). Limit: one (1) Prize per person for the entire Giveaway Period. The decisions of Sponsor are final and binding on all matters relating to this Giveaway.
- 6.** Sponsor is not responsible for transportation or failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions or other errors or problems which may limit a participant's ability to participate in the Giveaway. False or deceptive entries or acts, as determined by Sponsor, will render the entrant ineligible. Noncompliance with these Official Rules or the return of the Prize (or any portion thereof) may result in disqualification and Prize forfeiture. Sponsor reserves the right in its sole discretion at any time to disqualify any entry that, or participant who, does not comply with these Official Rules in its sole discretion.
- 7. Prize:** There will be a total of six hundred fifty (650) prizes (collectively, the "**Prizes**", or individually, a "**Prize**"). Each Prize consists of one (1) Sponsor-Lightning branded tongs. Total Approximate Retail Value ("**ARV**") of each Prize is \$5.40 The Total ARV of all Prizes is \$3,510.00
- 8. Prize Conditions.** All Prize details will be determined in the sole and absolute discretion of Sponsor. Winner is fully responsible for any and all applicable federal, state, territory,

and local taxes (including income and withholding taxes). Sponsor may require the potential winner to provide his/her mailing address, telephone number, and other contact information, an executed (and if required, notarized) Affidavit or Declaration of Eligibility and Liability/Publicity Release. Any person who wins prizes through any of Sponsor's promotions with cumulative value equal to or greater than \$600 in a calendar year will receive an IRS MISC 1099 form or other required tax form. All costs and expenses associated with the Prize acceptance and use not specified herein as being provided, including but not limited to transportation costs, meals, gratuities and other expenses incurred by accepting the Prize are the sole responsibility of the Winner. The Prize is non-transferable and non-assignable, with no cash redemptions except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute the Prize (or any portion thereof) with a prize of comparable or greater value at its sole and absolute discretion. Any such changes will be announced.

9. Sponsor may, in its sole discretion, post the verified winner's name on the Sponsor's or Lightning's website(s), including <https://www.sonnysbbq.com> and <https://www.nhl.com/lightning>, and on or in any of the Sponsor's social media pages or channels.
10. **Promotional Usage of Likeness.** By accepting Prize, winner agrees to award Sponsor and Sponsor's designee(s) (including the Lightning) the right to publicize his or her name, photographs (including the use and appearance of his or her photograph on Sponsor's website/social media pages or channels), likeness, biographical information, e-mail address, voice and details of winning for purposes of this and future promotions without further compensation, except where prohibited.
11. **Participant Warranties and Representations.** By entering into the Giveaway and submitting an entry, each participant agrees to be bound by these Official Rules and warrants and represents that he/she is eligible to enter the Giveaway in accordance with any and all applicable law and these Official Rules.

LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES.

12. The term "**Released Parties**" shall mean (a) Sponsor; (b) Lightning; (c) TBA; (d) the National Hockey League ("**NHL**"), NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC, National Hockey League Foundation, NHL Foundation, each of the other thirty (30) member clubs of the NHL, and each of their respective subsidiaries or affiliated entities, including any entity which, now or in the future, controls, is controlled by, or is under common control with the NHL or any of its member clubs, and the directors, officers, employees, partners, shareholders, owners and agents of the above entities (collective, the "**NHL Entities**"); (e) any other company involved in the development or administration of the Giveaway; and (f) their respective parent companies, subsidiaries, agencies, affiliates, franchisees, promoters, prize suppliers, directors, officers, employees, agents and related persons.
13. By participating in the Giveaway, you agree that the Released Parties: (a) are not responsible for technical failures of any kind, including but not limited to lost, disconnected, interrupted, or unavailable network, server, or other connections, late, lost, undeliverable, damaged or stolen mail, or for any failed telephone or computer hardware or software, or for any failed, delayed, misdirected, corrupted, or garbled transmissions or errors of any kind, whether human, mechanical, or electronic; (b) are not responsible for any incorrect or inaccurate information, whether caused by participant or other participant's, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Giveaway, the printing of this offer, the administration of the Giveaway, the selection or announcement of the Winner or Prize; (c) are not responsible for any injury or damage to any computer, modem or other electrical device as a result of participation in the Giveaway or downloading of any software or materials; (d) are not responsible for

unauthorized human intervention in any part of the Giveaway; (e) are not responsible for any unauthorized third-party use of any entry materials; (f) are not responsible for the inability to select the Winner because of postal failure, equipment failure, or data storage failure; and (g) are not responsible for any printing, typographical, technical, computer, network or human error that may occur in the administration of the Giveaway, selection of Winner, verification of the Winner, the Prize or otherwise in any other Giveaway and/or Giveaway-related materials.

- 14. RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RELEASED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES OR WARRANTIES MADE OR OFFERED BY ADVERTISERS, PARTNERS, MANUFACTURERS OR SUPPLIERS, INCLUDING THOSE RELATED TO PRIZE. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR YOUR USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE GIVEAWAY OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF THE PRIZE OR OTHER BENEFITS UNDER THESE OFFICIAL RULES. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES THAT THE GIVEAWAY PAGE OR RELATED WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE GIVEAWAY.**
- 15. By participating in the Giveaway, you agree to release and hold Released Parties harmless from all alleged, existing, or future actions, claims, and/or liabilities of whatever nature including, but not limited to, personal injury, bodily injury (including, without limitation, wrongful death and disability), property damage, and expense (including, without limitation, reasonable attorneys' fees) and loss or damage of any other kind, relating to or arising from, in whole or in part, directly or indirectly, (a) your participation, or inability to participate, in the Giveaway, or any Giveaway-related or Prize-related activity; (b) the use by Released Parties (including modification, adaptation, and reproduction) of entry materials during or after the Giveaway; (c) the delivery, acceptance, possession, redemption, use, misuse, loss, or misdirection of the Prize; and (d) any other claim or cause of action you may have against any Released Party.**
- 16. BY PARTICIPATING IN THE GIVEAWAY, YOU FURTHER AGREE THAT (A) ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE GIVEAWAY OR THE PRIZE, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE GIVEAWAY, BUT IN NO EVENT ATTORNEYS' FEES; AND (C) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR, AND YOU HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, AND ANY OTHER DAMAGES OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES. WITHOUT LIMITING THE FOREGOING, BY PARTICIPATING IN THE GIVEAWAY AND/OR ACCEPTING THE PRIZE, YOU RELEASE, FOREVER DISCHARGE, COVENANT NOT TO SUE AND HOLD HARMLESS RELEASED PARTIES FROM ALL CLAIMS, DEMANDS, DAMAGES, LOSSES AND LIABILITIES OF ANY NATURE WHATSOEVER, WHICH YOU MAY NOW OR HEREAFTER ASSERT.**
- 17. SOME STATES DO NOT ALLOW LIMITATIONS ON THE ABILITY TO PURSUE CLASS ACTION REMEDIES, OR ON CERTAIN KINDS OF DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART.**

MISCELLANEOUS

18. Sponsor reserves the right to cancel, suspend or terminate the Giveaway, or other part thereof, if Sponsor determines, in its sole discretion, that the security, administration, fairness and/or operation of the Giveaway has been corrupted or impaired by any non-authorized intervention, network failure, information storage failure, telecommunications failure, malfunction, or any other cause beyond Sponsor's control. In such an event, the Sponsor will post notice at its website and select the Winner at random from all non-suspect entries received prior to the suspension, cancellation or termination of the Giveaway or in such other manner as Sponsor, in its sole discretion, deems fair and appropriate under the circumstances.
19. Sponsor reserves the right to disqualify any individual from further participation in the Giveaway if Sponsor concludes, in its sole discretion, that such person (a) has attempted to tamper with any entries or the operation of the Giveaway, (b) has repeatedly disregarded or has attempted to circumvent these Official Rules, or (c) has acted towards Sponsor or any other participant or person in an unfair, inequitable, deliberately annoying, threatening, disrupting or harassing manner. Tampering includes attempting to submit entries except as permitted herein, including by using any prohibited device or method. Any failure by Sponsor to enforce any of these Official Rules shall not constitute a waiver of such Official Rules.
20. ANY ATTEMPT BY ANY INDIVIDUAL TO DEFRAUD, TAMPER WITH, OR DELIBERATELY UNDERMINE, THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO PURSUE ANY AVAILABLE DAMAGES OR REMEDIES AGAINST SUCH INDIVIDUAL AND/OR REFER SUCH MATTERS TO LAW ENFORCEMENT FOR PROSECUTION TO THE FULLEST EXTENT PERMITTED BY LAW.
21. All activity arising out of and relating to the Giveaway, including any reference to the status of any person as a "winner" is subject to verification and/or auditing for compliance with the Official Rules. If Sponsor determines, in its sole discretion, that verification or auditing activity evidences non-compliance of an entry and/or participant with the Official Rules, Sponsor reserves the right to disqualify such entry and/or participant from the Giveaway and Prize at any time. Each participant agrees to cooperate with Sponsor and its representatives in connection with all verification, auditing and/or background check activities.
22. Sponsor reserves the right to correct typographical, printing or clerical errors in any Giveaway-related materials. No more than the stated number of Prizes will be awarded. If production, technical, seeding, programming or any other reasons cause more than the stated number of Prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of Prizes by a random drawing from among all legitimate, un-awarded, eligible Prize claims.
23. **Privacy.** Any personally identifiable information collected during an entrant's participation in the Sweepstakes will be collected by Sponsor or its designee and used by Sponsor, its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Giveaway as described in these Official Rules and otherwise in accordance with Sponsor's privacy policy at <https://www.sonnysbbq.com/privacy>. By participating in the Giveaway, participants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

DISPUTES

24. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant's or Released Parties in

connection with the Giveaway, shall be governed by Florida law, without giving effect to any choice of law rules that would cause the application of the laws of any jurisdiction other than Florida.

- 25. Arbitration: Except where prohibited by law, by participating in the Giveaway, you expressly agree that (a) all disputes and causes of action arising out of or connected with the Giveaway or the Prize shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules in Tampa, Florida; and (b) judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.**
- 26.** By participating in the Giveaway, you expressly (a) agree that any legal proceedings arising out of or relating in any way to the Giveaway or these Official Rules shall be brought only in the federal or state courts located in Hillsborough County, Florida, and (b) consent to the mandatory and exclusive jurisdiction in such courts with respect to any such legal proceedings.
- 27.** In the event of any discrepancy or inconsistency between any terms or conditions of these Official Rules and any disclosures or other statements contained in any other Giveaway-related materials, including but not limited to television, print, mobile or online advertising, the terms and conditions of these Official Rules shall prevail, govern and control. If any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

NHL & TRADEMARKS

- 28.** NHL ENTITIES (DEFINED ABOVE) WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY CLAIM ARISING IN CONNECTION WITH PARTICIPATION IN THE GIVEAWAY OR THE PRIZE. THE NHL ENTITIES HAVE NOT OFFERED OR SPONSORED THE GIVEAWAY IN ANY WAY.
- 29.** Tampa Bay Lightning trademarks and copyrights are the property of the Lightning. All Rights Reserved.
- 30.** Any third-party trademarks mentioned herein are the property of their respective trademark owners and the use or mention of any such third-party trademarks in these Official Rules or in the Giveaway is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Giveaway.

WINNER'S NAME/OFFICIAL RULES

- 31.** For a copy of the Official Rules of the Winner's name, send a self-addressed, stamped envelope to The Sonny's April Grill Set Giveaway, 201 East Kennedy Blvd., Suite 1500, Tampa, FL 33602, specifying either "Winner's Name" or "Official Rules". Winner's name will be available after March 10, 2019.
- 32. Sponsor.** Tampa Bay BBQ Co-op, Inc., 201 East Kennedy Blvd., Suite 1500, Tampa, FL 33602.

APPENDIX – PARTICIPATING STORE LOCATIONS

CHARLOTTE COUNTY

**Port Charlotte
1151 Tamiami Trail
Port Charlotte, FL 33954**

HILLSBOROUGH COUNTY

**North Dale Mabry- Tampa
15412 N Dale Mabry Hwy
Tampa, FL 33618**

**Sun City
724 Cypress Village Blvd
Sun City FL, 33573**

MANATEE COUNTY

**Bradenton
631 67th St Cir E
Bradenton, FL 34208**

PASCO COUNTY

**New Port Richey
5130 Little Road
New Port Richey, FL 34655**

**Zephyrhills
6606 Gall Blvd
Zephyrhills, FL 33542**

**Wesley Chapel
5324 Bruce B Downs
Wesley Chapel, FL 33543**

PINELLAS COUNTY

**Palm Harbor
30503 Us Hwy 19 north
Palm Harbor, FL 34684**

**Largo
2250 Seminole Blvd
Largo, FL 33778**

**Park Blvd
4385 Park Blvd N
Pinellas Park, FL 33781**

**Tyrone
3650 Tyrone Blvd N
St Petersburg, FL 33710**

SARASOTA COUNTY

**Sarasota
3926 S Tamiami Trail
Sarasota, FL 34231**

HERNANDO COUNTY

**4731 Commercial Way
Spring Hill, FL 34606**