## POLLO TROPICAL® BOYNTON BEACH GRAND OPENING PARTY SWEEPSTAKES

## PROMOTION OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. PROMOTION BEGINS ON APRIL 26TH, 2019 AT 6:00:01 PM EASTERN STANDARD TIME ("ET") AND ENDS ON APRIL 26TH, 2019 AT 8:59:59 PM EASTERN.

1. **HOW TO ENTER:** In order to enter the sweepstakes, a participant must enter their sweepstakes entry ticket provided by a Pollo Tropical Marketing Team member into the sweepstakes fishbowl. Participant must submit an entry and be present at the Pollo Tropical located at 8809 W. Boynton Beach Blvd. from 6:00:01 AM ET to 8:59:59 PM ET on April 26<sup>th</sup>, 2019 (the "Promotion Period").

## NO PURCHASE OR PAYMENT OF ANY KIND IS REQUIRED TO ENTER OR WIN THIS SWEEPSTAKES.

2. **PRIZE(S) AND ODDS:** Three Grand Prizes consisting of the following: (1) Free Pollo for a year for 52 Guest Appreciation Cards, with a total retail value of \$332.28. Each Guest Appreciation Card is redeemable for food or beverages (of a value of \$5 dollars) at participating Pollo Tropical® locations, subject to the terms and conditions of the Guest Appreciation Card. Prize, (2) Tickets to the Ariana Grande concert at American Airlines Arena on June 1st, 2019, with a total retail value of \$391.34, and (3) Weekend Getaway in Key Largo which is comprised of one (1) gift certificate to the Marina Del Mar Resort in Key Largo (includes Friday and Saturday night stay, continental breakfast and resort amenities) (a 7-day advance notice of desired reservation weekend is required) and a Visa Gift Certificate to cover all other travel expenses, including transportation, food, etc., with a total retail value of \$642.83. Total approximate retail value ("ARV") of all prizes combined: \$1,366.45. The prize is only as detailed above, and no substitution or transfer of prize will be permitted by winner. Sponsor, at its sole discretion, reserves the right to substitute a similar prize of equal or greater monetary value. Winner is responsible for any applicable taxes and all other unspecified expenses associated with prize herein being awarded. Odds of winning depend on number of entries received. Limited one (1) entry per person into the Sweepstakes random drawing.

No mechanically reproduced entries, alterations, facsimiles or forged entries. All entries become the sole and exclusive property of Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible or misdirected entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor.

- 3. **ELIGIBILITY:** The sweepstakes is open to individual legal residents of Florida 18 years of age or older as of the beginning of the Promotion Period. The participant must execute all the deliverables as listed above in section 1 to be eligible to enter and win. Employees, officers and directors of Sponsor and each of their respective parent organizations, subsidiaries, affiliates, directors, officers, owners, advertising and promotion agencies, and agents and their immediate families (spouse, parents, siblings, and children) and members of the same household (whether related or not) are not eligible to win. Submissions that contain vulgarity, offensive language, racisim, sexism, dangerous or risky behavior, nudity, and/or threatening language are not eligible to win. All federal, state and local laws and regulations apply.
- 4. SELECTION OF WINNER(S): Sponsor or its representative will conduct a random drawing from all eligible entries on April 26th, 2019. The entry drawn is the winning entry, subject to verification that all requirements of these Official Rules have been fulfilled by the participant whose entry was drawn. Sponsor or its representative's selection of a potential winner hereunder is final on all matters relating to this promotion. The prize is non-transferable and cannot be substituted. The potential winners will be notified at the drawing at the time that they are randomly selected.
- 5. **VERIFICATION OF WINNER(S) AND DELIVERY OF PRIZE(S):** Potential winner will be required to show physical sweepstakes ticket to Sponsor to confirm eligibility. The winner will be mailed the prize within 5-7 business days of accepting the prize and proving eligibility. Prize may be awarded to alternate potential winner selected randomly from other eligible entries, time permitting, if potential winner fails to meet the eligibility requirements set forth in Section 3, is disqualified pursuant to Section 6, the prize is returned as undeliverable, if the winner cannot be contacted within one hour of the random drawing, or potential winner declines the prize.
- GENERAL: This promotion is void where prohibited or restricted by law and is subject to all applicable federal, state and local laws and regulations. Any and all legal actions or claims arising in connection with this sweepstakes must be brought in a court of competent jurisdiction within the State of Florida. Taxes and fees, if any, are the sole responsibility of winner(s). By participating in this promotion, each participant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of the judges, and warrants that he or she is eligible to participate in the promotion. Sponsor reserves the right, in its sole discretion, to disqualify any participant from this promotion or any other promotion conducted now or in the future by Sponsor and each of its parent organizations, subsidiaries, affiliates, directors, officers, owners, advertising and promotion agencies, and agents if Sponsor believes, in its sole discretion, that said participant has engaged in any fraud or misconduct as further set forth below. Winner agrees to hold harmless and indemnify Sponsor, and each of its parent organizations, subsidiaries, affiliates, directors, officers, owners, advertising and promotion agencies, employees and agents from any and all liability, loss or damages or causes of action arising from or in connection with participant's participation in or winner(s)' receipt or use of the prize(s) awarded in the promotion. Further, winner hereby agrees to release, discharge, and hold harmless Sponsor, and each of its parent organizations, subsidiaries, affiliates, directors, officers, owners, advertising and promotion agencies, employees and agents from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form of his or her likeness, photo or post, whether intentional or otherwise, that may occur or be produced in the production or post production process, or in any subsequent processing thereof, as well as any publication thereof, including, but not limited to, any claims for libel, slander or invasion of privacy. Except where prohibited by law, by acceptance of the Prize, winner(s) agree to the use of their name, likeness, biographical data, and/or voice in any and all advertising, promotions, and other publicity conducted by Sponsor, and each of their respective parent organizations, subsidiaries, affiliates, directors, officers, owners, advertising and promotion agencies, and agents in any medium without additional authorization, compensation or remuneration to the Sponsor is responsible only for delivery of prize, not for use, utility, quality or otherwise. extent permitted by law.

Sponsor is not responsible if Sweepstakes cannot take place or if any prize cannot be awarded due to delays or interruptions due to acts of God, acts of

war, natural disasters, weather or acts of terrorism. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes and/or any electronic materials associated with the Sweepstakes. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

- 7. **CONSTRUCTION:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any contestant and Sponsor, shall be governed by, and construed in accordance with the laws of the State of Florida without giving effect to any choice of law or conflict of law rules or provisions (whether of Florida, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Florida. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
- 8. SPONSOR: Pollo Operations, Inc., a Florida corporation dba Pollo Tropical, 7255 Corporate Center Drive, Suite C, Miami, Florida 33126.
- 9. WINNERS LIST/OFFICIAL RULES: Any inquiries should be directed to: Pollo Tropical® at the address above, sent to the attention of Marketing.