## GUEST SATISFACTION SURVEY SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

OFFERED ONLY IN THE UNITED STATES, GUAM, PUERTO RICO, AND CANADA (EXCLUDING THE PROVINCE OF QUEBEC). VOID WHERE PROHIBITED.

- 1. **ELIGIBILITY**: NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A purchase will not increase your chances of winning. Open only to legal residents of the 50 United States and the District of Columbia ("U.S."), Guam, Puerto Rico, and Canada (excluding the Province of Quebec) who have reached the age of majority in the participant's jurisdiction of residence at time of entry. Employees, officers and directors of GMRI, Inc. (the "Sponsor"), its franchisees, affiliates, subsidiaries, advertising and promotion agencies, and the immediate family members (spouses, siblings, children, parents, grandparents, grandchildren and spouses of the foregoing, regardless of where they live) or members of the same households (whether related or not) of such individuals are not eligible. Subject to all applicable federal, provincial, state and local laws and regulations. Void in the Province of Quebec and where prohibited.
- 2. **PROGRAM DESCRIPTION**: The Guest Satisfaction Survey Sweepstakes (the "Sweepstakes") begins at 12:01 AM Central Time ("CT") on August 26, 2019 and ends at 11:59:59 PM CT on November 24, 2019 (the "Sweepstakes Period") and consists of three (3) "Entry Periods." The Entry Periods, which begin at 12:01 AM CT on the first day of the Entry Period and end at 11:59 PM CT on the last day of the Entry Period, are as follows:

| Entry Period | Begins     | Ends       | Random Drawing |
|--------------|------------|------------|----------------|
| 1            | 8/26/2019  | 9/29/2019  | 10/10/2019     |
| 2            | 9/30/2019  | 10/27/2019 | 11/7/2019      |
| 3            | 10/28/2019 | 11/24/2019 | 12/5/2019      |

3. **HOW TO ENTER**: There are two ways to enter: online or by mail.

<u>Enter online</u>: Access the survey entry page via the website address printed on receipts distributed during the Sweepstakes Period at participating restaurants. You will be asked to respond to several questions regarding your most recent experience at the restaurant, and to provide the survey code printed on the receipt and all other information requested. Online entries must be received by Sponsor by 11:59 PM CT on the last day of an Entry Period to be entered in the Sweepstakes and to be eligible for the random drawing applicable to that Entry Period.

<u>Enter by mail</u>: Hand print your full name, complete address, telephone number (including area code), and age on a piece of paper, place it in an envelope and mail it to: Guest Satisfaction Survey Sweepstakes, PMI Station, PO Box 3536, Southbury, CT 06488-3536 USA. Mail-in entries must be

postmarked by the day following the close of an Entry Period and received by Sponsor within eight (8) days of the close of an Entry Period to be entered in the Sweepstakes.

There is no limit to the number of times you may enter online or by mail, however each online entry must have a different survey code and each mail-in entry must be mailed in a separate envelope. For purposes of clarification, as printed receipts will only be generated following a customer experience, all no-purchase entries must be completed via mail as opposed to online; entry via mail is as statistically likely to win as an online entry.

- 4. **PRIZES/ODDS OF WINNING**: On or about each of the Random Drawing dates above, Promotion Mechanics, Inc., an independent judging organization (the "Sweepstakes Administrator"), will conduct a random drawing from among all eligible entries received for the specified Entry Period to award the following prizes per Entry Period:
  - One (1) Grand Prize consisting of \$1,000 USD cash to be awarded in the form of a check.

One hundred (100) Second Prizes, each consisting of \$50 USD cash to be awarded in the form of a check.

TOTAL ARV OF ALL PRIZES TO BE AWARDED PER ENTRY PERIOD: \$6,000 USD. Winners will be notified by telephone, email and/or postal mail. Potential Grand Prize winner will be required to complete an affidavit of eligibility, liability and (where legal) publicity release (or in Canada a Declaration of Compliance), and to sign any applicable forms required by tax authorities and/or Sponsor to enable the prize to be awarded, which must be returned within time period specified in the notification letter or, at Sponsor's sole discretion, a potential winner may be disqualified and if so, an alternate potential winner will be selected. Return of any prize notification or prize as undeliverable may result in forfeiture of the prize, in Sponsor's sole discretion. Residents of Canada, in order to win, must first correctly answer a mathematical skill-testing question without the aid of a mechanical device, administered by mail or e-mail at Sponsor's sole discretion. Limit one prize per person. Odds of winning will be determined by the number of eligible entries received for each Entry Period.

5. **GENERAL**: Except where prohibited, all federal, state, provincial, local or other tax liabilities, including but not limited to luxury, sales, use, income, VAT, GST, and PST tax, if any, are the sole responsibility of the winner. Any winner of a prize valued at \$600 or more will be required to supply Sponsor with his/her social security number for tax purposes and will be issued an IRS 1099 Form for the value of the prize. If required by law, Sponsor reserves the right to withhold and remit to the appropriate taxing or governmental authorities the amount of any monies, tax or taxes due. In the event of a Canadian Grand Prize winner, Sponsor will deduct any applicable withholding taxes imposed by the U.S. and applicable state governments from value of prize award and the prize award value will be adjusted accordingly. By participating, entrants agree [a] to abide by and be bound by these rules and decisions of Sponsor and Administrator which shall be final in all respects relating to the sweepstakes, including without limitation the interpretation of these rules; [b] to release, discharge and hold harmless Sponsor, its subsidiaries, affiliates, advertising agencies, promotional agencies (including Administrator) and any other individual or company involved in the development or execution of the sweepstakes (the "Released Parties") from any and all injuries, liability, losses, damages, rights, claims and actions of any kind resulting from their participation in the Sweepstakes or their acceptance, use, or misuse of a prize; and if a winner [c] to the use of

his/her name, voice, image and/or likenesses for advertising, publicity and promotional purposes without further compensation (unless prohibited by law) and to execute specific consent to such use if asked to do so. Entries that contain false information, are incomplete, inaccurate or are otherwise forged, defective, or made outside authorized channels, including those which have failed due to malfunction or failure of phones, phone lines, telephone systems or networks, server, providers, computer equipment, software or any combination thereof of any kind, any human error or otherwise, shall be void. Any use of automated or programmed methods of effecting entry online is prohibited and may, at the discretion of the Sponsor, disqualify an entrant from participating in the Sweepstakes and receiving a prize. Released Parties are not responsible and shall not be liable for: [a] telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or by any error (human or otherwise) which may occur in the processing of entries; [b] failed, incomplete, garbled or delayed computer transmissions; [c] entries which are late, misdirected, unintelligible, garbled or incomplete, or are not recorded or cannot be completed for any reason; [d] late, lost, misdirected, mutilated, incomplete, illegible or postage-due entries or mail; or [e] any condition caused by events that may cause the Sweepstakes to be disrupted or corrupted. If, for any reason whatsoever, this Sweepstakes, in Sponsor's sole opinion, is not capable of running as planned, including, but not limited to, by reason of infection by computer virus, tampering, fraud, technical failures, or any other cause which, in the Sponsor's sole judgment, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend this Sweepstakes and limit entries to those legitimately submitted prior to the action taken, and/or to award the prizes in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. No more than the stated number of prizes will be awarded. If due to a printing, technical or other error, 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 (not yet awarded) by a random drawing from among all legitimate eligible prize claimants in that category. In the event of a dispute about the identity of an online participant, the online entry will be assigned to the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet Access Provider, online service provider, or other organization (e.g. business or educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. All entries become property of Sponsor. No prize transfer or substitution by winner is allowed.

Except where prohibited, by participating in the Sweepstakes, you agree that: (a) any action at law or in equity arising out of or relating to the Sweepstakes, these Official Rules, or the rights and obligations of any entrant and/or Sponsor or its agencies shall be filed exclusively in the state or federal courts serving Florida, and you consent and submit to the personal and exclusive jurisdiction of such courts for purposes of litigating any such action (and waive any right to change of venue, forum non conveniens, or any like right); (b) YOU WAIVE ANY RIGHT TO A TRIAL BY JURY; (c) any disputes, claims, and causes of action arising out of or connected with these Official Rules, and/or the rights and obligations of any entrant and/or Sponsor, shall be resolved individually, without resort to any form of class action; and (d) any claims, judgments and awards shall be limited to

actual out-of-pocket costs incurred (if any), including costs associated with participating in this Sweepstakes but in no event shall costs include attorneys' fees; and (e) under no circumstances will you be permitted to obtain awards for, and you hereby waive any right to claim, punitive, exemplary, special, incidental, indirect, or consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Any issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of any entrant and/or Sponsor, shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect or regard to any principles or doctrines of conflicts of law or choice of law for the State of Florida or any other jurisdiction.

Sponsor reserves the right to conduct background checks on any or all entrants, and Sponsor reserves the right to disqualify any entrant based on such background check if Sponsor determines in its sole discretion that awarding a prize to any such entrant, or publicizing any facts or details about such entrant, might reflect negatively on Sponsor or any of its Sweepstakes suppliers or partners. Entrants will cooperate with Sponsor and its representatives in connection with any and all verification and background check activities.

For a copy of these Official Rules, mail a self-addressed stamped envelope to be received by the last day of the Sweepstakes Period, to: Guest Satisfaction Survey GMRI Sweepstakes Rules – FY20 Q2, PMI Station, PO Box 750-R, Southbury, CT 06488-0750 USA. (Residents of Canada may omit return postage.) Additionally, a copy of these rules shall be posted during the Sweepstakes online and at all participating restaurants (it being expressly understood that the Sponsor, in the sole exercise of its discretion, shall be entitled to limit, and intends to limit, the number of participating restaurants from time to time).

- 6. **ENTRANT'S PERSONAL INFORMATION**: Information collected from entrant is subject to Sponsor's Privacy Policy http://www.darden.com/legal/privacy.asp.
- 7. **WINNER LIST**: To request a list of winners, mail a self-addressed, stamped envelope to be received within six (6) weeks of the close of the Sweepstakes Period, to: Guest Satisfaction Survey GMRI Sweepstakes FY20 Q2, GMRI Winner List, PMI Station, PO Box 750-W, Southbury, CT 06488-0750 USA. (Residents of Canada may omit return postage.)

Sponsor: GMRI, Inc., 1000 Darden Center Drive, Orlando, FL 32837 USA Sweepstakes Administrator: Promotion Mechanics, Inc., 87 South Main Street, Newtown, CT 06470 USA