

## CONTEST RULES AND REGULATIONS

Pinstripes Community Heroes Contest: Pinstripes (“Sponsor”) is hosting a Contest where 13 randomly selected winners, one (1) winner per Pinstripes location, will receive a year of free bowling and bocce (in the form of one bowling or bocce reservation per month (up to two hours) for up to four (4) guests and a \$250 dining gift certificate. Valid for use from September 1, 2020 through August 31, 2021.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE CHANCES OF WINNING. This contest (the “Contest”) is governed by these official rules (“Official Rules”). By participating in the Contest and submitting an entry, each entrant agrees (a) to be bound by these Official Rules, including all eligibility requirements and (b) he/she understands that the results of the Contest, as determined by Sponsor and its agents, are final in all respects. The Contest is subject to all applicable federal, state, territory, provincial and local laws, rules and regulations. Void where prohibited or restricted by law, rule or regulation.

This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram or Facebook. Any questions, comments or complaints regarding the promotion will be directed to Sponsor, not Instagram or Facebook.

CONTEST PERIOD: The Contest entry period begins on Thursday, July 16 at 12:00 p.m. CST and ends on Thursday, August 13 at 11:59:59 p.m. CST (“Contest Period”). All entries (submissions) must be received during the Contest Period. Sponsor reserves the right to extend or shorten the contest at its sole discretion.

ELIGIBILITY: The Contest is open only to legal residents of the United States who at the time of entry are twenty-one (21) years of age or older and meet the requirements of the Contest. Employees, officers, and directors of Sponsor or any of their respective parents, affiliated companies, subsidiaries, advertising and promotion agencies, and suppliers, as well as immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and members of the same household, whether or not related, of such individuals, are not eligible to win the prize.

Sponsor reserves the right, in its sole discretion, to disqualify any Entry for any reason.

AGREEMENT TO RULES: By participating, the entrant (“You”) agree to be fully, unconditionally bound by these Official Rules, and You represent and warrant that You and your selected nominee meet the eligibility requirements. In addition, You agree to accept the decisions of Sponsor as final and binding as it relates to the content of this Contest.

HOW TO ENTER: To enter the Contest, you must fill complete the entry form available at [www.Pinstripes.com](http://www.Pinstripes.com) on behalf of a local Community Hero. The nominated individual must be 21 years of age or older. Unlimited entries per email address with each new nominated figure. Duplicate nominations/entries from the same email address will be void.

All information submitted online by entrants is subject to, and will be treated in a manner consistent with, Sponsor’s Terms of Use and Privacy Policies, which may be found here: <https://pinstripes.com/privacy-policy/>

Contact information gathered during this Contest is eligible for Pinstripe’s use for future marketing outreach and mailing lists, such as the Pinstripes newsletter.

WINNER SELECTION: The potential winners (13 winners in total; one (1) winner selected per Pinstripes location) of the Contest will be selected on or around Friday, August 14, 2020. Winners will be chosen by a panel of judges consisting of Pinstripes employees and members of Zapwater Communications (collectively, the “Judges”). The Judges will evaluate each eligible submission received and select one winner per Pinstripes locations based on the following criteria:

- Nominated individual’s appropriateness to the theme of being a local community hero during the COVID-19 pandemic
- Nominated individual’s demonstrated Impact on their local community as detailed by the nominator

The final winners selected will be notified on or around Wednesday, August 19.

One (1) winner selected per Pinstripes locations included here:

- Northbrook, IL
- South Barrington, IL
- Oak Brook, IL
- Chicago, IL
- Edina, MN

- Cleveland, OH
- Georgetown, Washington DC
- North Bethesda, MD
- Norwalk, CT
- Overland Park, KS
- Fort Worth, TX
- Houston, TX
- San Mateo, CA

Subject to verification of eligibility and compliance with the terms of these Official Rules, the potential winner will be declared the official winner of the Contest (“Winner”). The decisions of Sponsor are final and binding on all matters related to this Contest. Odds of winning depend on the total number of eligible entries received.

NOTIFICATION: The potential winner(s) will be notified via the email address provided at the time of entry (“Prize Notification”), with an email sent to both the nominator and the recipient. In the event the potential winner does not respond to any such Prize Notification within forty-eight (48) hours of the time of issuance or declines the Prize (as defined below) for any reason, the Prize will be forfeited and, at Sponsor’s sole discretion, an alternate potential winner of the Prize may be selected from among all remaining eligible entries. The potential winner will be required to submit his/her valid photo ID and proof of community outreach/good deed to Sponsor in order to redeem prize upon confirmation. Failure to submit any identification required by Sponsor, noncompliance with these Official Rules or the return of the Prize (or any portion thereof) or Prize Notification as undeliverable may result in disqualification and Prize forfeiture and, at Sponsor’s sole discretion and time permitting, may cause an alternate potential winner of the applicable Prize to be randomly selected from among all remaining eligible entries.

PRIZE: One (1) prize will be awarded per winner, with 13 total winners selected (1 winner selected per Pinstripes location). The prize includes:

- Free bowling and/or bocce per month and a \$250 dining gift certificate. Free bowling and/or bocce awarded in the form of one round of bowling and/or bocce (up to two hours) per month for up to four (4) guests. Valid from September 1, 2020 through August 31, 2021. A physical copy of the gift certificate will be available for pickup by the winner at their corresponding Pinstripes location. Unused monthly bowling and/or bocce credits are non-transferrable month-over-month and must be used within a calendar month or are forfeited for that month.
- Nominator and nominee must sign an agreement allowing Pinstripes to share their likeness, story and entry details across Pinstripes social media channels, website and for marketing purposes when announcing the Contest winners.

Total Approximate Retail Value of the Prize is \$1,800.

All costs and expenses associated with Prize acceptance and use not specified herein as being provided, including but not limited to transportation costs, parking, 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. Sponsor reserves the right to substitute an element of the Prize with a prize of comparable or greater value at its sole and absolute discretion. Acceptance of Prize constitutes permission for Sponsor and the participating retailer to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation or notification, unless prohibited by law. Terms and conditions may apply.

ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNER.

ADDITIONAL LIMITATIONS: No substitution or cash equivalent of prizes is permitted. The Released Parties (as defined below) are not responsible for any typographical or other errors in the offer or administration of the Contest, including, but not limited to, errors in any printing or posting or these Official Rules, the selection and announcement of any winner, or the distribution of any prize. Any attempt to damage the content or operation of this Contest is unlawful and subject to possible legal action by Sponsor. Sponsor reserves the right to terminate, suspend or amend the Contest, without notice, and for any reason, including, without limitation, if Sponsor determines that the Contest cannot be conducted as planned or if a virus, bug, tampering or unauthorized intervention, technical failure or other cause beyond Sponsor’s control corrupts the administration, security, fairness, integrity or proper play of the Contest. In the event that any tampering or unauthorized intervention may have occurred, Sponsor reserves the right to void any suspected entries. Sponsor and its respective parent, affiliate and subsidiary companies, agents, and representatives, and any telephone network or service providers, are not responsible for incorrect or

inaccurate transcription of entry information, or for any human error, technical malfunction, lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any telephone network, computer equipment or software, the inability to access any website or online service or any other error, human or otherwise.

**PUBLICITY:** By submitting an entry, each Entrant grants to Sponsor and its affiliated companies the right, except where prohibited by law, to use Entrant's/Nominee's name, likeness, picture, address (city and state), voice, biographical information and written or oral statements, for advertising and promotional purposes in promoting or publicizing Sponsor, its affiliated companies and the products or services of each, in any and all media without limitation as to time or territory, without compensation unless required by law. Entrant shall have no right of approval, no claim to compensation and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of Entrant's name, picture, likeness, address (city and state) or biographical information.

**INDEMNIFICATION AND LIMITATION OF LIABILITY:** By entering the Contest, each entrant agrees to (a) be bound by these Official Rules, and (b) to forever and irrevocably agree to indemnify, release and hold harmless Sponsor and its parent, affiliates and subsidiary companies, as well as Facebook, Instagram, Pinstripes, administrator, all associated advertising and promotional agencies, and all such entities' respective officers, directors, employees, representatives, agents, and licensees (collectively, "Released Parties") from any liability, damage, fines, cause of action, claims, judgments, lawsuits, demands, costs, loss or injury resulting in whole or in part, directly or indirectly, from entrant's participation in the Contest and the acceptance, use or misuse of any Prize that may be won, including any negligence or willful misconduct by the entrant. The Released Parties do not make any warranties, express or implied, as to the condition, fitness or merchantability of any element of the Prize. The Released Parties disclaim any liability for damage to any computer system resulting from access to or the download of information or materials connected with the Contest.

**GENERAL CONDITIONS:** As a condition of entering this Contest, each entrant agrees that (i) any and all disputes, claims, controversies or causes of action arising out of or relating to this Contest, or any prizes awarded (each, a "Claim"), shall be (1) arbitrated on an individual basis only, and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party, and (2) settled by binding arbitration in the corresponding Pinstripes city location before a single arbitrator appointed by the American Arbitration Association in accordance with its then governing rules and procedures, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof; and (ii) under no circumstance will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses. These Official Rules shall be governed by and construed and interpreted in accordance with the laws of the State of Illinois, U.S.A, applicable to contracts entered into and performed exclusively in that State.

**SPONSOR:** The Sponsor of this Contest is Pinstripes, 1150 Willow Rd, Northbrook, IL 60062

**WINNER'S LIST/NAME:** To obtain a copy of the Winner's names, mail your request along with a stamped, self-addressed envelope to Sponsor at: Pinstripes, 1150 Willow Rd, Northbrook, IL 60062. Attn: Pinstripes Healthcare Heroes Contest. Requests must be received no later than August 31, 2020 by 11:59 p.m. EST.