

Official Rules

Corner Bakery Cafe Free Choose Two Sweepstakes

Sponsor: CBC Restaurant Corp., 12700 Park Central Drive, Dallas, TX 75251

NO PURCHASE NECESSARY. INTERNET ACCESS AND VALID E-MAIL ADDRESS REQUIRED.

1. **ELIGIBILITY.** Corner Bakery Cafe Free Choose Two Sweepstakes ("Sweepstakes") is open only to legal residents of the (48) contiguous United States and Washington, DC, who are 16 years of age or older. ** Sweepstakes is void in Alaska, Hawaii, Puerto Rico and where prohibited by law. Employees, officers and directors (and their immediate families, regardless of where they live, and same household members, whether related or not) of Sponsor, its parent company, subsidiaries, affiliates, franchisees, agencies and other entities involved in the design, development, production and implementation of the Sweepstakes are NOT eligible for the Sweepstakes. In addition, persons who were members of the Corner Bakery® Rewards program or the Corner Bakery Cafe® eClub but whose membership in the applicable program was thereafter terminated by Sponsor due to abuse of the applicable program, any misrepresentation of fact, misuse of benefits/rewards available via the applicable program or other improper conduct are NOT eligible for the Sweepstakes. For purposes of these Official Rules, "immediate family" is defined as parent, child, sibling, spouse as well as the spouses of a child or sibling.

**If you are a minor in your jurisdiction of residence (generally, under 18), be sure to obtain your parent/legal guardian's permission before participating in the Sweepstakes.

2. **SWEEPSTAKES PERIOD.** Sweepstakes begins 12:01 a.m. Central Time (CT) on August 2, 2020 and ends 11:59 p.m. CT on August 23, 2020. Sponsor's computer is the official clock for all purposes of the Sweepstakes.

3. **HOW TO ENTER**

(a) If you are already registered an account with Corner Bakery Rewards†:

- (1) Make a Corner Bakery Cafe food or beverage purchase during the Sweepstakes Period using your Corner Bakery Rewards Account. The purchase may be made in-store, online at www.cornerbakercafe.com or via the Corner Bakery Rewards Mobile App.

OR

- (2) **TO ENTER WITHOUT PURCHASE**, print your name, e-mail address, date of birth and the last five digits of your Corner Bakery Rewards Account number on a 3x5 card and mail to Sponsor at the above address, Attention: Free Choose Two Sweepstakes, to be postmarked by August 24, 2020 and received by August 31, 2020.

(b) If you do not have an account with Corner Bakery Rewards:

Register an account with Corner Bakery Rewards either on-line at <http://rewards.cornerbakerycafe.com> or by downloading the free Corner Bakery Rewards Mobile App. When prompted, supply all required information, including your name, residential address, e-mail address and birthdate.

†For the avoidance of doubt, Corner Bakery Rewards is separate and distinct from Sponsor's eClub; if you are an eClub member, you must register for a Corner Bakery Rewards Account.

4. RESTRICTIONS ON ENTRY

(a) By participating, you (if a minor in your jurisdiction of residence, your parent or legal guardian) agree to abide by and be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects and not subject to appeal.

(b) No entry will be received via Section 3(a)(1) if:

- (1) purchase is rejected for any reason (for example, unauthorized credit or debit card transaction or Corner Bakery Rewards Account was not recognized);
- (2) after initial submission, a Corner Bakery Rewards member rescinds purchase (with payment for same being refunded) or Sponsor terminates his/her Corner Bakery Rewards Account due to improper or fraudulent activity;
- (3) purchase is made at any time other than during the Sweepstakes Period; or
- (4) the consumer uses a Corner Bakery Cafe gift card, discount, store credit or coupon in conjunction with purchase (the preceding excludes the Corner Bakery Rewards program).

(c) Entries made via Section 3(a)(2) will not be accepted if mechanically reproduced or copied or if they have insufficient postage. Each entry made via Section 3(a)(2) must be mailed separately.

(d) Limit of six (6) entries per person per day, regardless of method of entry. Violation of this limit will result in only the initial entry for a given day being accepted (if eligible.) However, should Sponsor determine that a given individual has engaged in repeated, egregious or blatant violations of the entry limit, Sponsor reserves the right to disqualify such individual from this Sweepstakes, cancel his/her membership in the Corner Bakery Rewards program and perhaps pursue legal sanctions against him/her. For the avoidance of doubt, for entry via Section 3(a)(1), only six (6) entries entry will be received per day regardless of the amount of the food/beverage purchase or the total quantity of food/beverage purchases during a given day.

(c) Receipt of your entry may be acknowledged. However, such acknowledgment merely indicates that your entry was received and is not binding upon Sponsor in any respect; by way of example only, such acknowledgment does not constitute any representation as to Sweepstakes eligibility or notification of selection as the prize winner in the Sweepstakes.

(d) Proof of transmission of entry (including proof of registering a new Account with Corner Bakery Rewards or proof of making a food/beverage purchase using Corner Bakery Rewards

Account) does not constitute proof of receipt of same by Sponsor or proof of entry in the Sweepstakes.

- (e) Use of automated, programmed or like means of entry (including third party sweepstakes entry services) is prohibited.
- (f) For persons who access the mobile version of the website or the Corner Bakery Rewards Mobile App to make a food/beverage purchase, who register a new Account with Corner Bakery Rewards or who download and register a new Account via the Corner Bakery Rewards Mobile App, standard message and data rates apply; other charges (including for wireless Internet access) may also apply to all mobile website and Corner Bakery Rewards Mobile App users. Be sure to check your wireless carrier's pricing plan BEFORE entering via mobile website or by using the Corner Bakery Rewards Mobile App. Not all mobile devices offer wireless Internet functionality or are compatible with the Corner Bakery Rewards Mobile App; and, wireless Internet access may not be available in all areas.
- (g) In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the Authorized Account Holder of the e-mail account used to register a Corner Bakery Rewards Account. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

5. RANDOM DRAWING/WINNER NOTIFICATION.

- (a) The potential winner will be selected in a random drawing to be conducted by Sponsor on or about September 2, 2020. The random drawing will consist of all eligible entries received during the Sweepstakes Period.
- (b) The potential winner will be notified by e-mail at the e-mail account used to register a Corner Bakery Rewards Account and must complete, sign and return an Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful) within five (5) days of date of notification. (If potential winner is a minor in his/her jurisdiction of residence, the Affidavit/Release must be signed by his/her parent or legal guardian.)
- (c) Failure to timely return the completed and signed Affidavit/Release or if potential winner cannot be contacted for any reason (including prize notification e-mail being classified as "Junk" or "SPAM"); or, if potential winner is determined by Sponsor to be ineligible or not in full compliance with these Official Rules, will result in prize forfeiture without compensation of any kind and an alternate potential winner will be selected from among all remaining eligible entries received for the drawing.

6. PRIZE/ODDS OF WINNING.

Prize (1) – one (1) selection from "Choose Two" section of Corner Bakery Cafe menu once a week for an entire year (52 weeks). A credit redeemable for one (1) selection from the "Choose Two" section of the menu will be loaded to the winner's Corner Bakery Rewards Account. Winner will choose two (2) items from among the following: Half Sandwich, Half Panini, Cafe

Pasta, Cafe Salad or Cup of Soup. Approximate Retail Value: up to \$675.48 . **Odds of winning the prize depend on the total number of eligible entries received.**

- (a) Credit will appear in winner's Corner Bakery Rewards Account on or about Monday morning and winner will have seven (7) calendar days to redeem a given week's prize.* If the seventh calendar day is a U.S. State or U.S. Federal Holiday, winner must redeem by immediately following business day. If redemption is not made by such deadline and is unused by winner, that week's credit will be subject to forfeiture without compensation of any kind in Sponsor's sole discretion. For the avoidance of doubt, credits CANNOT be stored or saved by winner for future use unless approved beforehand in writing by Sponsor in its sole discretion.

*If Sponsor's verification of winner's eligibility and compliance with these Official Rules (as per Section 5 above) results in the initial credit appearing in winner's Corner Bakery Rewards Account on a day of the week *other than* Monday, he/she will still have seven (7) calendar days in which to redeem the credit for a "Choose Two" menu selection.

- (b) Sponsor reserves the right to modify food options available via the "Choose Two" section of menu at any time without notice of any kind. Different Corner Bakery Cafe restaurant locations may include different food options as part of the "Choose Two" section of their menu.
- (c) THE ONLY REPRESENTATION, WARRANTY OR GUARANTEE PROVIDED BY SPONSOR IS THE WARRANTY BY SPONSOR ON ITS PRODUCTS WITH SUCH WARRANTY BEING LIMITED TO ITS TERMS.
- (d) Prize must be accepted as awarded. Winner is solely responsible for all unspecified expenses in conjunction with prize acceptance and use; this includes menu purchases in addition to the winner's "Choose Two" menu selections via credit redemption. Any taxes on prize are the winner's sole responsibility. Should value of the prize equal or exceed \$600, Sponsor will issue winner an IRS 1099 Tax Form reflecting the value of the prize. Winner (if a minor in his/her jurisdiction of residence, his/her parent or legal guardian) agrees to fully cooperate with Sponsor in conjunction with the issuance of the IRS 1099 Tax Form including by completing and returning an IRS W9 Tax Form with his/her Social Security Number.
- (e) Prize is not transferable in whole or in part without the express written consent of Sponsor, which may be granted or withheld in its sole discretion and without liability of any kind. Prize is not exchangeable or redeemable for cash. No prize substitution by winner is permitted; however, Sponsor may substitute prize of comparable value for any reason.
- (f) If won by a minor in his/her jurisdiction of residence, prize may be awarded to the minor winner's parent or legal guardian in Sponsor's sole discretion.

7. RELEASES.

- (a) By accepting prize, where legal, winner (if a minor in his/her jurisdiction of residence, his/her parent or legal guardian) agrees to the use of winner's name, image, photo, likeness,

and other indicia of persona/identity for advertising/trade/publicity purposes by Sponsor and its designees without further compensation, notice or approval. Sponsor is in no way obligated to use winner's persona/identity for advertising/trade/publicity purposes and will have no liability should it choose to refrain from doing so for any reason.

- (b) By participating, entrant (if a minor in his/her jurisdiction of residence, his/her parent or legal guardian) releases and agrees to hold harmless CBC Restaurant Corp., its parent company, subsidiaries, affiliates, franchisees, and their respective directors, officers, employees, shareholders, representatives, agents, successors and assigns, as well as Facebook, Instagram and Twitter, from any and all liability arising from participating in the Sweepstakes, any Sweepstakes-related activity or the acceptance, possession, receipt or use/misuse of prize, if and as applicable.

8. LIMITATIONS OF LIABILITY.

- (a) Sponsor assumes no liability or responsibility for late, lost, illegible/garbled, corrupted, incomplete, inaccessible/blocked, jumbled, improperly recorded (or unrecorded), damaged or misdirected entries/Corner Bakery Rewards Account registrations and membership information/purchase transaction data (all of which are void); any incomplete, incorrect or inaccurate information, whether caused by website, mobile website or Corner Bakery Rewards Mobile App users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error; any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any website, mobile website, the Corner Bakery Rewards Mobile App, entries, Corner Bakery Rewards Account registrations/membership information and/or purchase transaction data; and any problems or technical malfunctions of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, programming or failure of e-mail on account of technical problems or traffic congestion on the Internet or at any mobile website/website or any combination thereof; or for injury or damage to entrant's or to any person's mobile device or computer (or any information/materials stored therein) related to or resulting from downloading materials from any mobile website/website/the Corner Bakery Rewards Mobile App or participating in the Sweepstakes.
- (b) Sponsor disclaims any and all liability for any errors in advertising or offering the Sweepstakes.
- (c) *Force Majeure.* If the Sweepstakes cannot be conducted as originally planned due to any cause beyond Sponsor's control (e.g., computer virus, act of fraud, strike, civil commotion, natural disaster, materials shortage, pandemic/epidemic), Sponsor may cancel, suspend, or modify the Sweepstakes (in whole or in part) and select the winner from among all eligible entries received via Sections 3(a)(1) and 3(b) prior to and/or after the action taken by Sponsor and all eligible entries received via Section 3(a)(2) or otherwise conduct the Sweepstakes and make the prize available to be won in a manner which is determined by Sponsor in its sole discretion to be fair, appropriate and consistent with these Official Rules. Notice of such action by Sponsor will be posted at <http://rewards.cornerbakerycafe.com>.

- (d) Sponsor's failure to enforce any provision of these Official Rules in a given circumstance shall NOT function as a waiver of such provision.
- (e) Tampering with the Sweepstakes, violation of these Official Rules or any attempt to defraud Sponsor in conjunction with the Sweepstakes (including but not limited to any misrepresentation as to one's membership in the Corner Bakery Rewards program or one making a food/beverage purchase during the Sweepstakes Period) will result in disqualification from the Sweepstakes (if applicable), as well as possible cancellation of his/her membership in the Corner Bakery Rewards program and potentially the pursuit of legal sanctions against such person.

9. MISCELLANEOUS.

- (a) Dispute Resolution. Any dispute or claim regarding the Sweepstakes will be resolved pursuant to laws of the State of Texas, without regard to conflicts of law principles. All entrants (if a minor in his/her jurisdiction of residence, entrant's parent or legal guardian) consent to the personal and exclusive jurisdiction of the federal or state courts located in the Dallas County, Texas and waive any right of change of venue, *forum non conveniens* or the like. Entrants (if a minor in his/her jurisdiction of residence, entrant's parent or legal guardian) further agree, to the fullest extent permitted by law, that any legal action regarding the Sweepstakes will be brought individually (and not as part of a class action) and that their recovery in any such legal action shall be limited to actual out-of-pocket costs incurred in participating in the Sweepstakes (if any), with any right to other damages/relief and attorney's fees being expressly waived.
- (b) This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or Twitter.
- (c) *Winner's List.* For first name, last initial and city/state of winner, send a self-addressed stamped envelope to Corner Bakery Cafe, Attn: Free Choose Two Sweepstakes at the above address, with CORNER BAKERY CAFE WINNER'S LIST REQUEST on the outer envelope. Requests must be received by September 21, 2020. Winner's list will be available after October 1, 2020.