

# **ISLANDS NATIONAL POTATO MONTH COLORING CONTEST**

## **OFFICIAL RULES**

Enter for a chance to win one of (10) \$50.00 Islands Fine Burgers & Drinks gift cards Islands National Potato Month Coloring Contest.

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

THE **ISLANDS NATIONAL POTATO MONTH COLORING CONTEST** (THE "CONTEST") IS VOID WHERE PROHIBITED BY LAW.

THIS CONTEST IS NOT SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH FACEBOOK OR INSTAGRAM (collectively, "Media Outlets")

**These official rules ("Rules") are a legally binding agreement by and between you and Sponsor (as defined below) and govern your entry in the contest. By entering this contest Entrants (as defined below) and each of their parent(s) or legal guardian(s) agree to be bound by these official rules and the decisions of Islands Restaurants, L.P.**

1. **SPONSOR.** This Contest is sponsored by Islands Restaurants, L.P.
2. **CONTEST PERIOD.** The Contest begins on September 1, 2019 at 11:00 a.m. and ends on September 30, 2019 at 9:00 p.m. (the "Contest Period"). Only entries received during the Contest Period will be judged. The Sponsor's computer (or that of its designee for this contest) is the official time keeping device for online entry into the Contest. For purposes of these Rules, all times and days are Pacific Standard Time.
3. **ELIGIBILITY.** The Contest is open to residents of the states of California, Arizona, Hawaii, or Nevada ("Contest Territory") who are 12 years of age or younger as of the beginning of the Contest Period ("Entrant"). All entries must be submitted by a parent or legal guardian on behalf of such Entrants. Employees of the Sponsor, its affiliates, and immediate family members, including spouses, parents, children, siblings, and their respective spouses are not eligible to participate or win. Participation in this Contest constitutes each Entrant's and his or her parent(s)' or legal guardian(s)' full and unconditional representation of their age, as well as acceptance of these Rules and consent to be contacted by Sponsor by email or telephone. The Contest is subject to all applicable federal, state and local laws and regulations.  
ONLY ONE ENTRY PER PERSON PER CONTEST WILL BE ELIGIBLE. ENTRIES THAT DO NOT INCLUDE ALL REQUESTED INFORMATION WILL BE DEEMED INELIGIBLE.
4. **CONTEST DESCRIPTION.** The Contest is a coloring contest that promotes the Islands' National Potato Month Contest by Entrants entering this Contest in accordance with these Rules.

5. JUDGING PROCESS. Winning entries will be determined on the basis of creativity and in capturing the spirit of Islands' National Potato Month Coloring Contest.

6. HOW TO ENTER. Entrant may enter the Contest during the Contest Period by:

(a) Picking up a coloring contest page ("Entry") at a participating Islands Restaurant. For a location near you visit [www.islandsrestaurants.com](http://www.islandsrestaurants.com).

or

(b) Sending a request along with a self-addressed, stamped envelope to Islands Restaurants, L.P. at 5760 Fleet Street, Suite 100, Carlsbad, CA 92008

(c) Color the Entry! Entrants may use any coloring medium they like including crayons, markers, colored pencils; we can't wait to see your creativity!

(d) Have a parent or legal guardian upload the completed Entry to Facebook and/or Instagram and mention hashtag **#IslandsBurgers**

or

(e) Have a parent or legal guardian email the completed Entry along with a telephone number to: [marketing@islandsrestaurants.com](mailto:marketing@islandsrestaurants.com)

**Completed entries must be uploaded or emailed by 9:00 p.m. PST on September 30, 2019.**

7. ODDS. The odds of becoming a winner depend on the number of Entries received.

8. PRIZE. All prizes are awarded in the name of the parent or legal guardian of the Winner. A total of ten (10) gift cards redeemable for food and non-alcoholic beverages at any Islands Restaurant valued at \$50.00 each will be awarded ("Prize"). No substitution, cash redemption or transfer of the Prize is allowed. The Winner is responsible for gratuity, sales tax and all other charges, costs or expenses of any kind not listed as included in the Prize. The Winner and/or his or her parent or guardian is responsible for the reporting and payment of all applicable federal, state and local taxes (including income taxes) associated with their respective prize and will and hereby do hold Sponsor harmless from liability for failure to timely report and/or pay such taxes. Sponsor shall have no responsibility or obligation to any Winner or potential Winner who is unable to accept or utilize the prizes as described herein. In the case of a Winner's forfeiture of a prize, Sponsor may select another winner according to these Rules.

9. WINNER NOTIFICATION. The parent or legal guardian of each Winner will be notified via the Media Outlets, telephone and/or email on or before October 10, 2019. Three (3) attempts will be made to contact a Winner within a five (5) day period. If no response is received by Sponsor within the five (5) day period, or if e-mail attempts are returned as undeliverable, or if the selected Winner cannot accept or receive the prize for any reason, or s/he is not in compliance with these Rules, the prize will be forfeited and an alternate winner may be selected at Sponsor's discretion. **Gift cards will be mailed to the address provided by the parent(s) or legal guardian(s) of the Winner(s).**

10. CONTENT RESTRICTIONS. No Entry shall contain, as determined by the Sponsor, in its sole discretion, any content that:

- Contains copyrighted materials owned by any entity and/or contains trademarks, logos or trade dress (such as distinctive packaging or phraseology) owned by any entity;
- Defames, misrepresents or contains disparaging remarks about the Sponsor, or its products or services or other people, products or companies;
- Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous;
- Advertises or promotes any brand or product of any kind other than the Sponsor;
- Is obscene or offensive; endorses any form of hate or hate group; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group or otherwise communicates messages or images inconsistent with the positive image and/or goodwill to which the Sponsor wishes to associate.
- Contains any personal identification, such as personal names, street or email addresses, or phone numbers other than the Sponsor;
- Violates or encourages the violation of any law, rule or regulation;

11. PERSONAL DATA. Entrant's parent or legal guardian may be required to submit certain personal data. All personal data will be held, used and processed by the Sponsor in accordance with its Privacy Policy as posted on Sponsor's webpage at [www.islandsrestaurants.com](http://www.islandsrestaurants.com) ("Site"). Personal data collected will be used for the purposes of this contest only and will not be used for marketing purposes.

12. ENTRY SPECIFICATIONS. Any use of robotic, automatic, programmed or the like methods of participation will void all such submissions by such methods. Each Entry must be Entrant's sole creative work and must not incorporate ideas or work of any other person or material that would require the consent of a third party in any jurisdiction or under any applicable law. Without limitation, the Entry must not infringe or violate any trademark, copyright, publicity right, privacy or any other right of any other person or entity, under any applicable law, in any part of the Contest Territory. By submitting an Entry, Entrant and Entrant's parent(s) or legal guardian(s) represents and warrants to Sponsor that the Entry and everything depicted in the submission is wholly original and does not infringe upon or otherwise violate any right of any person, entity, or any law, rule or regulation in any part of the Contest Territory. Violation or breach of these representations or warranties may subject Entrant and/or Entrant's parent(s) or legal guardian(s) to penalties and damages under applicable law.

13. CONSENTS; INDEMNIFICATION; RELEASE OF LIABILITY. By entering the Contest each Entrant, Winner and each of their parent(s) or legal guardian(s); (i) agree to indemnify, defend, and hold harmless Sponsor, its Media Outlets, and its officers, directors, partners, employees,

representatives and agents of each (collectively, the “Released Parties”) from and against any and all liability, damages, claim or cause of action (however named or described), including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the contest and/or receipt or use or misuse of the prize awarded in the contest, except if, and to the extent caused by the gross negligence or willful misconduct of the released Parties; (ii) confirms compliance with these Rules, and (iii) consents to the use of Entrant’s name and/or likeness by Sponsor for promotional purposes (whether online, in print or through any other media now known or hereafter developed including on the Site and Media Outlets), without additional compensation or authorization unless prohibited by law; and (iv) agrees to be bound by the interpretations of these Rules by Sponsor, which are final in all matters relating to the Contest.

Entrants, Winners, and each of their parent(s) or legal guardian(s) hereby release all rights to bring any claim, action or proceeding against any of the Released Parties, and further covenant not to sue Sponsor or any of the other Released Parties and hereby acknowledge that none of the Released Parties has made or is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Contest or the Prizes. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of Entries; (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from an Entrant’s participation in the Contest or receipt or use or misuse of any prize; or (6) undeliverable emails. If for any reason an Entrant’s Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant’s sole remedy is another Entry in the Contest within the Contest Period at the discretion of the Sponsor.

14. GOVERNING LAW. Except where prohibited, Entrants and each of their parent(s) or legal guardian(s) and each Winner agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the state and federal courts of the state of California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys’ fees; and (3) under no circumstances will an Entrant or a Winner and each of their parent(s) or legal guardian(s) be permitted to obtain awards for, and each Entrant and Winner and each of their parent(s) or legal guardian(s) hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of

these Rules, or the rights and obligations of the Entrants or the Winners and each of their parent(s) or legal guardian(s) and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

15. **TERMINATION; MODIFICATION.** In the event Sponsor is prevented from continuing with the promotion as a result of lack of feasibility of the promotion, compromised integrity of the promotion, infection by computer virus, unauthorized intervention, technical failures, or any other causes beyond Sponsor's control, Sponsor may, within its sole discretion, cancel, terminate, modify, or suspend the promotion. If Sponsor elects to abbreviate the promotion as a result of such an event, Sponsor may award the prizes from among all valid and eligible entries received up to the time of such event. In no event will more prizes be awarded than stated in these Rules.

16. **GENERAL CONDITIONS.** Any individual found to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Rules may, at Sponsor's sole discretion, be disqualified. Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that provision.

The parent(s) or legal guardian(s) of potential winners may be required to provide Sponsor with proof that he/she is the authorized account holder of the e-mail address and/or Media Outlet account associated with the winning Entry.

17. **OWNERSHIP AND OTHER RIGHTS.** Sponsor will solely and exclusively own all right, title and interest in and to the Entry including without limitation all copyrights, trademarks, good will, depictions, designs, creative works, concepts, plans, titles, ideas, and the like therein, in perpetuity and throughout the universe and in all media and forms of expression and communication now known or hereafter developed. Each Entrant and each of their parent(s) or legal guardian(s) shall and hereby does irrevocably assign, convey, and transfer to Sponsor all right, title, and interest throughout the universe in perpetuity in and to such Entry, without any obligation to pay additional consideration for the use or exploitation thereof. Each Entrant and each of their parent(s) or legal guardian(s) hereby irrevocably waives any claims based on the foregoing. The Winner's Entry may appear on the Site and/or in Sponsor's Media Outlets.

18. **WINNERS' NAME.** For a list of the Winners' names (available after the contest ends) and/or a copy of these Rules, send a request along with, self-addressed, stamped envelope to Islands Restaurants at 5760 Fleet Street, Suite 100, Carlsbad, CA 92008 within thirty (30) days of the end of the Contest Period.