

# Chick-fil-A Kickoff Game Fan Survey Sweepstakes

## OFFICIAL RULES

### **NO PURCHASE NECESSARY TO ENTER OR WIN.**

Purchase does not increase chances of winning.

**1. SPONSOR:** The Chick-fil-a Kickoff Game Fan Survey Sweepstakes is sponsored exclusively by Peach Bowl, Inc – (hereinafter “Sponsor”). Any questions, comments or complaints are to be directed to Sponsor. Entry information is owned by Sponsor. The entry information provided will only be used in the event that entrant is selected as a sweepstakes winner or if the entrant has indicated he/she would like to receive additional information from Sponsor. Any entrant that has indicated that he/she would like to receive additional information from Sponsor will be contacted by email and/or by phone. The Sponsor will not provide any entry information to a third party.

**2. ELIGIBILITY:** No purchase necessary. The sweepstakes is open to legal residents of and located in any of the fifty United States or the District of Columbia (except any state where this sweepstakes is prohibited by law), who attended the Chick-fil-A Kickoff Game on August 31, 2019. Entrants must be at least eighteen (18) years of age or older at time of entry. Employees of Sponsor, related entities, distributors, affiliates, subsidiaries, advertising and promotion fulfillment agencies, retailers, and their immediate families (parent, child, sibling and spouse) and persons living in the same households as such individuals (whether related or not) are not eligible. This sweepstakes is void where prohibited by law and is subject to applicable federal and state laws.

**3. SWEEPSTAKES PERIOD:** The sweepstakes entry period begins on August 31, 2019 at approximately 12:00 PM Eastern Standard Time and ends on September 3, 2019 at approximately 5:00 PM Eastern Standard Time

**4. HOW TO ENTER:** During the sweepstakes period, fans may enter the sweepstakes by filling out the fan survey available at <http://www.chick-fil-akickoffgame.com/>. All entries must include entrant’s first and last name, email address and agreement to the official rules.

Entrants will be limited to (1) one online entry per email address for the entire sweepstakes period. Entries in excess of one (1) per email address will be void and disqualified. All entries become the property of Sponsor and will not be acknowledged or returned. False or deceptive entries or acts, as determined by Sponsor in its sole discretion, will render the entrant ineligible. Participants represent and warrant that they have not purchased any kind of device or Internet service in order to submit an entry or participate in and/or enter the sweepstakes. Entrants will have the option to “opt in” to receive subsequent electronic communication from Sponsor. Opting to receive further information is not a requirement for entry in the sweepstakes nor does it increase chances of winning.

**5. PRIZES:** One (1) Grand Prize Winner per game: The grand prize consists of a prize package including two (2) tickets to the 2019 Chick-fil-A Peach Bowl Game. The game will take place Saturday, December 28, 2019 at the Mercedes Benz Stadium located at one Georgia Dome Drive Atlanta, Ga 30303.

One (1) prize per entrant. The total approximate retail value of grand prize is \$500 (five hundred) dollars. The prizes are non-refundable and cannot be exchanged for cash. If lost, prizes will not be replaced. Prize winners cannot assign or transfer their prize to another person. Taxes on prizes are the sole responsibility of the winner.

**6. HOW TO WIN:** Prize winners will be randomly selected from among all eligible entries received around September 30, 2019 at approximately 4:00 PM Eastern Standard Time. Winners will be selected at random immediately thereafter at the Peach Bowl, Inc. offices, located at 3284 Northside Parkway NW, Suite 550, Atlanta, GA 30327. The decisions of the Sponsor will be final and binding and cannot be appealed. Prize winners will be notified by email shortly after the drawing, and must meet all eligibility requirements. Prizes will be mailed to winners approximately three weeks (3) weeks prior to selected game.

**7. CLAIMING PRIZES/RELEASES:** Eligibility and all claims made by a potential winner are subject to verification. Sponsor is not responsible for fraudulent communications sent to entrants not by Sponsor. If, despite reasonable efforts, a potential winner does not respond within five (5) days of the first notification attempt, or if the prize or prize notification is returned unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected in Sponsor’s sole discretion. If the prize or prize notification is returned as undeliverable or if the potential winner fails to respond to notification attempts, the potential winner may be disqualified, and an alternate winner may be selected in Sponsor’s sole discretion. In the event the winner declines the prize, Sponsor may elect, in its sole discretion, to select an alternate winner. If a dispute arises regarding who submitted an entry, or if the winning email address does not belong to an individual, but rather to an eligible group, business or organization, the entry will be deemed

submitted by the legitimate holder of the email account listed on the entry as determined by Sponsor. Except where prohibited, by accepting a prize, the prize winner consents to Sponsor's use of prize winner's name, photograph and likeness, without additional compensation, for advertising, trade and promotional purposes in all media, whether now known or hereafter devised, in perpetuity, except where prohibited by law. Sponsor shall not be responsible or liable for its failure to contact potential winners due to undeliverable email message or an inactive or suspended email account or failure to provide a current email address. Participants should be sure to check their email messages regularly and keep their account updated with their correct contact information so that they will be able to receive prizes if selected as a potential winner. A potential winner, who fails to notify Sponsor with any issue within three (3) days after attempted prize notification, forfeits any right to do so.

**8. ODDS:** Odds of winning the sweepstakes will depend on the total number of participants satisfying the entry and eligibility criteria described above.

**9. GENERAL RULES AND REGULATIONS:** By entering the sweepstakes, participants agree to waive any rights to claim ambiguity with the official rules and regulations. Decisions made by Sponsor in relation to this sweepstakes are final and binding in all matters, including, without limitation, interpretation of these official rules and the awarding of the sweepstakes prize, and cannot be appealed. By entering, participants agree to release the Sponsor from any and all liability claims or actions of any kind whatsoever for injuries, death, damages or losses to persons and property which may be sustained in connection with the receipt, ownership, use or misuse of the prize, or while preparing for, participating in, utilizing and/or traveling to any prize-related activity, including any indirect, incidental, consequential or punitive damages. Sponsor expressly disclaims any responsibility or liability for injury, death or loss to any person or property relating to the delivery and/or subsequent use, malfunction, availability, and delay in delivery of the prize awarded. Sponsor shall not be liable to winner or any other person for failure to supply the prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor's sole control. Sponsor reserves the right to cancel, terminate, modify or suspend the sweepstakes in the event that the sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of the sweepstakes. Sponsor does not make any warranty, representation or guarantee, express or implied, in fact or in law, relative to the use of any prize including, without limitation, quality, merchantability or fitness for a particular purpose. Further, no responsibilities are accepted for any additional expenses, omission, delays, re-routing or acts of any government or authority. Sponsor may modify, rescind, cancel or revoke the promotion at any time in its sole discretion without notice or liability. Entrants who attempt to tamper with this sweepstakes in any way shall be disqualified. All federal, state and local laws and regulations apply. Additional restrictions may apply. Any attempt to deliberately damage the sweepstakes or operation of the sweepstakes is unlawful and subject to legal action by Sponsor who may seek damages to the fullest extent permitted by law.

**10. CONDITIONS RELATING TO PARTICIPATION IN THE SWEEPSTAKES AND USE OF THE ENTRY SITE:**

Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole determination, to be tampering with the entry process or the operation of the sweepstakes, or the entry site; to be in violation of the terms of use of the entry site or to be acting in violation of these rules, or with intent to annoy, abuse, threaten or harass any other person. Without limitation of the foregoing, any use of software or hardware, including without limitation, a program, mechanism, system, robot, "bot", macro or other artificial device, process or manipulation is strictly prohibited. Sponsor may suspend or discontinue the sweepstakes if, in its sole opinion, there is any actual or suspected tampering of the sweepstakes, or any other malfunction, event or activity that may affect the integrity of the sweepstakes. Sponsor reserves the right, in its sole discretion, to terminate any person's participation in the sweepstakes whom Sponsor suspects has engaged in any manipulation.

**11. BUGS AND VIRUSES; IRREGULARITIES; CANCELLATION:** Sponsor reserves the right, in its sole discretion, to suspend or cancel or modify the sweepstakes at any time if a computer virus, bug, malfunction, manipulation or other technical problem, regardless of the cause, affects, compromises, or corrupts the administration, security, or proper play of the sweepstakes. Notice of cancellation will be posted at the entry site. Prizes that are not obtained through authorized legitimate methods, or are the result of manipulation, mechanical, electronic, digital or computer or other error, are void. SPONSOR SHALL NOT BE OBLIGATED TO AWARD ANY PRIZE THAT RELATES TO OR ARISES OUT OF AN IRREGULAR ENTRY OR IMPROPER OR MISTAKEN PRIZE NOTIFICATION, OPERATION OR FUNCTION OF THIS SWEEPSTAKES. No more than the stated number of prizes in these official rules will be awarded. In addition to the foregoing, if for any reason (including, but not limited to, strikes, lock-outs, acts of God, technical difficulties, and other events not within the reasonable control of Sponsor) Sponsor cannot continue the sweepstakes, Sponsor may, in its sole discretion, cancel this sweepstakes or extend the sweepstakes period.

**12. RELEASE OF LIABILITY, LIMITATION OF LIABILITY:** By participating in the sweepstakes, entrant agrees that Sponsor, Chick-fil-A, Inc., CFA Properties, Inc., and their respective officers, directors and employees, representatives, parent companies, affiliates, subsidiaries, operators, franchisees, advertising, promotion, and fulfillment agencies, and legal advisors are not responsible for and shall not be liable for:

- a) late, lost, delayed, damaged, misdirected, incomplete, illegible, unintelligible entries, lost, misdirected or otherwise undeliverable mail, or postage-due notices, release forms, affidavits or other correspondence;
- b) potential winner's unsuccessful efforts to claim any prize;
- c) any telephone, electronic, hardware or software program, network, Internet, or computer malfunctions, slow-downs, failures, or difficulties of any kind
- d) failed, incomplete, garbled, or delayed computer transmissions;
- e) human error, incorrect or inaccurate transcription of entries;
- f) any condition caused by events beyond the reasonable control of the Sponsor that may cause the sweepstakes to be disrupted or corrupted, however minor;
- g) any injuries, losses, or damages of any kind, including without limitation, personal injury, death and property damage arising in connection with or as a result of the acceptance, possession, or use of a prize, or from participation in the sweepstakes;
- h) any unauthorized entries or manipulation by a person;
- i) any printing or typographical errors in any materials associated to the sweepstakes, or errors attributable to a malfunctioning prize notice or pop-up window associated with the sweepstakes;
- j) any claims based on publicity rights, defamation or invasion of privacy; or
- k) any damage to any entrant's (or any third person's) computer and/or its contents related to or resulting from any part of this sweepstakes.

IN NO EVENT WILL SPONSOR, CHICK-FIL-A, INC., CFA PROPERTIES, INC., OR THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, OPERATORS AND FRANCHISEES, AND RELATED COMPANIES, THEIR ADVERTISING OR SWEEPSTAKES AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR (1) ACCESS TO AND USE OF, OR INABILITY TO ACCESS, THE ENTRY SITE, (2) DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE ENTRY SITE, (3) PARTICIPATION IN THE SWEEPSTAKES, OR (4) ACCEPTANCE OF ANY PRIZE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE ENTRY SITE, INCLUDING WITHOUT LIMITATION, THE SWEEPSTAKES, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**13. GOVERNING LAWS:** 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 Georgia. In any action brought to enforce the obligation or right of any party hereunder they consent to personal jurisdiction and venue in any court of appropriate jurisdiction in the Delaware. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision.

**14. RULES ARE BINDING:** Participation in the sweepstakes constitutes participant's understanding of and full and unconditional agreement to and acceptance of these official rules. Sponsor reserves the right to disqualify any participant that Sponsor determines to be in violation of any term contained in these official rules. Sponsor's decision not to enforce a specific provision of these official rules does not constitute a waiver of that provision or of the official rules generally.

**15. RULES/WINNERS LIST:** For a copy of the rules and/or name of the winner, send a request and a self-addressed, stamped envelope to: Chick-fil-a Kickoff Game Fan Survey Sweepstakes Rules/Winners List (specify which), 3284 Northside Parkway NW, Suite 550, Atlanta, GA 30327. Requests must be received by September 15, 2019. The Official Rules will be

accessible from the entry site (<http://www.chick-fil-akickoffgame.com/> ) during the sweepstakes period. The winners' name may be posted on the entry site.

**16. SPONSOR:** Peach Bowl, Inc, 3284 Northside Parkway NW, Suite 550, Atlanta, GA 30327 is the sole sponsor of the sweepstakes. Chick-fil-A, Inc. is providing promotional support only for this sweepstakes and is not a sponsor and is not associated with the administration of the sweepstakes in any way.