

Pei Wei St. Patrick's Day Sweepstakes

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, AGE 18 OR OLDER. VOID WHERE PROHIBITED. U.S. LAW GOVERNS THIS SWEEPSTAKES.

1. **ELIGIBILITY:** The Pei Wei St. Patrick's Day Sweepstakes (the "*Sweepstakes*") is open only to legal residents of the 50 United States and the District of Columbia who are eighteen (18) years of age or older as of the time of entry. Employees of Pei Wei, Inc. ("*Sponsor*") or any of Sponsor's parent companies, subsidiaries, affiliates, franchisees or advertising, promotional and Internet agencies, and members of the immediate family or household of any such employee, are not eligible. Void where prohibited by law. In the event of a dispute regarding the identity of an entrant, the entry will be deemed made by the authorized account holder of the e-mail address submitted at the time of registration (i.e., the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address).

2. **HOW TO REGISTER AND ENTER:** The entry period for the Sweepstakes begins at 9:00 a.m. Central Time (CT) on March 15, 2021 and ends at 9:59 p.m. CT on March 21, 2021 (the "*Entry Period*"). To enter, you must first register for the Sweepstakes. To register for the Sweepstakes, place a Pei Wei Online Order during the Entry Period. Each entrant will be required to provide the entrant's name, date of birth, telephone number, e-mail address and such other information as Sponsor may require. Each eligible entrant who has successfully registered for the Sweepstakes (each an "*Entrant*") will receive one (1) Sweepstakes entry. Each person is permitted to register for and enter the Sweepstakes only one (1) time and an email address can only be associated with one (1) Entrant. *Entry by Mail:* To obtain an Entry by mail, legibly print by hand your name, address, telephone number, e-mail address and date of birth on a 3" x 5" card, place the card in an envelope with proper first-class postage affixed, and mail the envelope to Pei Wei St. Patrick's Day Sweepstakes c/o Brian Dreeland, 24422 Avenida de la Carlota Suite 360, Laguna Hills, CA 92691. Mailed entries must be postmarked by 4:59 p.m. CT on March 21, 2021 and received by Sponsor by 5:00 p.m. CT on March 29, 2021. There is a limit of one (1) 3" x 5" card per mailing envelope. Each mailed entry submitted by an Entrant in accordance with these Official Rules will result in the Entrant obtaining one (1) Sweepstakes entry, subject to the limit on the number of Entries specified above.

3. **WINNER SELECTION AND NOTIFICATION:** Seventeen (17) potential Grand Prize winners will be selected in a random drawing conducted by Sponsor or its agent from all entries received during the Entry Period. The drawing will occur on or about March 30, 2021. The potential

winner will be notified by mail, telephone and/or e-mail, at Sponsor's discretion. If a potential winner cannot be reached within seventy-two (72) hours of the initial notification attempt, he or she may be disqualified and the prize awarded to an alternate winner. The winner is subject to verification. By entering, each entrant acknowledges and agrees that his/her participation in the Sweepstakes may be subject to, or prohibited or restricted by, his/her employer's policies and regulations and that the entrant is solely responsible for review of, and compliance with, any such policies or regulations of his/her employer. If a potential winner's employer prohibits the potential winner's acceptance of a prize, the potential winner's entry will be deemed invalid and an alternate potential winner will be randomly selected from among all non-winning entries, time permitting. The potential winner may, in Sponsor's discretion, be required to complete and return to Sponsor an Affidavit of Eligibility/Release of Liability, and, if legally permissible, a Publicity Release, within three (3) days of attempted delivery of same. If a potential winner fails to respond to any notification attempt within the time period specified by Sponsor, any attempted notification or prize delivery is returned as undeliverable, a potential winner fails to complete, sign, and return any required affidavit or release within the specified time period, does not meet the eligibility requirements or is not compliant with these Official Rules, the potential winner will be disqualified and an alternate winner selected.

4. **PRIZE:** Seventeen (17) Grand Prizes are offered. All Grand Prizes consist of (1) \$50 Pei Wei Gift Card. Odds of winning will depend on number of entries. Sponsor reasonably expects 54,000 entries (expected odds of winning are 1:54,000). The retail value of the Grand Prizes is \$850. All Grand Prize details, including the specific dates gift cards are delivered, will be determined by Sponsor in its discretion. The prize will be awarded if properly claimed. No substitution, cash redemption or transfer of the right to receive any prize or prize component is permitted, except in the discretion of Sponsor, which reserves the right to substitute a prize or prize component of equal or greater value. The prize consists only of the items expressly specified in these Official Rules. All expenses or costs associated with the acceptance or use of the prize or any component thereof that are not expressly specified in these Official Rules as being part of the prize are the responsibility of the winner.

5. **GRANT OF RIGHTS:** Entry constitutes permission for Sponsor and its parent companies, affiliates, franchisees, subsidiaries, agents and licensees to use the Entrant's name, likeness, voice and/or biographical information, in perpetuity, throughout the world, in all media and formats whether now or later known or developed, for commercial purposes (including, without limitation, advertising and promotion), without further compensation, unless prohibited by law.

6. **RELEASE AND LIMITATION OF LIABILITY:** Sponsor, its parent companies, subsidiaries, affiliates, franchisees, distributors and advertising, promotional and Internet agencies, and all other companies involved in the development or operation of the Sweepstakes or the provision of the prize or any component thereof, and the successors, assigns and agents of each of the foregoing, and the officers, directors and employees of each of the foregoing (collectively, the "*Released Parties*") are not responsible, and will have no liability for, (a) late, lost, delayed, illegible, damaged, corrupted, postage-due or incomplete entries, incorrect or inaccurate capture of, damage to, or loss of entries or entry information, or any other human or technical errors of any kind relating to the operation of the Sweepstakes or attempted communications with any entrant, the submission, collection, storage or processing of entries or the administration of the Sweepstakes, (b) any Acts of God, acts of terrorism, civil disturbances, work stoppage, natural disaster or any other event outside their control that may cause any postponement or cancellation of the screening or any other prize-related activity or any component of any prize, (c) undeliverable e-mails resulting from any form of

active or passive e-mail filtering by a user's Internet service provider and/or e-mail client or for insufficient space in user's e-mail account to receive e-mail, or (d) any damage to any computer system resulting from participation in or accessing or downloading information in connection with this promotion. By entering, each Entrant releases and agrees to hold each of the Released Parties harmless from and against any and all claims and liabilities of any kind that the Entrant ever had, now has or might in the future have arising out of or relating to the Sweepstakes, participation in the Sweepstakes, the use of the Website, the acceptance, receipt or use of any prize or prize component (including, without limitation, participation in any prize-related activity) and/or any use of the Entrant's name, likeness, voice and/or biographical information as permitted hereunder, including without limitation all claims and liabilities based on any personal injury, property damage or loss or death or any violation of the right of publicity or privacy. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes, the use of the Website or the acceptance, receipt or participation in the prize or any prize component (including, without limitation, participation in or travel to the trip that constitutes the Grand Prize). The Released Parties are not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize. In no event will more than the stated number of prizes be awarded.

7. **GENERAL RULES:** All entries become the property of Sponsor and will not be verified or returned. By participating in this promotion, entrants agree to be bound by the Official Rules and the decisions of Sponsor, which are final and binding in all respects. **CAUTION: ANY ATTEMPT TO UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor reserves the right, in its sole discretion, to disqualify or prohibit from participating in the Sweepstakes any individual who, in Sponsor's sole discretion, Sponsor determines or believes (i) has tampered with the entry process, or has undermined the legitimate operation of the Sweepstakes by cheating, deception or other unfair playing practices, or (ii) has engaged in conduct that annoys, abuses, threatens or harasses any other entrants or any representative of Sponsor, or (iii) has attempted or intends to attempt any of the foregoing. The use of automated devices, programs or methods to submit entries is prohibited and Sponsor reserves the right, in its sole discretion, to disqualify any entry that it believes may have been submitted using such an automated device, program or method. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend this sweepstakes should entrant fraud or misconduct, or other causes beyond the control of the Sponsor corrupt the administration, integrity, security or proper operation of the sweepstakes. In the event of termination of the Sweepstakes, a notice will be posted online and a random drawing to award the prizes will be conducted from among all eligible entries received prior to the time of termination. Entry times will be determined using Sponsor's computer, which will be the official clock for the Sweepstakes. All federal, state and local laws and regulations apply. By entering the Sweepstakes, each entrant agrees that (a) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain any award for, and by entering each entrant waives all rights to claim punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or

otherwise increased and any other damages, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with the laws of the State of Texas without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Texas. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts located in the State of Texas, County of Dallas, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these rules.

8. **USE OF INFORMATION:** Sponsor and/or its agents and contractors will collect personal information regarding Entrants, which will be subject to Sponsor's privacy policy. By entering the Sweepstakes, each Entrant agrees that information submitted in connection with the Sweepstakes may be used as permitted pursuant to Sponsor's privacy policy, and otherwise in connection with the administration of the Sweepstakes.

9. **WINNER'S NAME AND RULES REQUESTS:** For the name of the winner, available after March 30, 2021, or a copy of these Official Rules, send a self-addressed, stamped envelope to: Pei Wei St. Patrick's Day Sweepstakes c/o Brian Dreeland, 24422 Avenida de la Carlota, Suite 360, Laguna Hills, CA 92691.

10. **SPONSOR:** Pei Wei, Inc. Dallas, TX.