

## TOOJAY'S RESTAURANTS

### 2019 CUSTOMER FEEDBACK SWEEPSTAKES OFFICIAL RULES

This 2019 Customer Feedback Sweepstakes promotion (the "Sweepstakes") is offered by TooJay's Management Corporation (the "Sponsor").

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. PARTICIPATION IN THE SWEEPSTAKES CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE OFFICIAL RULES.** Individuals who participate in the Sweepstakes are called an "Entrant" for the purposes of these official rules (the "Official Rules").

1. **TIMING: NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT YET WON.** TooJay's® Customer Satisfaction Survey ("Sweepstakes") is a monthly random drawing Sweepstakes beginning on or about February 1, 2019 at 12:00:01 a.m. Eastern Time ("ET") and ending on December 31, 2019 at 11:59:59 p.m. ET (collectively, "Sweepstakes Period"). The administrator and sponsor of this Sweepstakes is TooJay's Management Corporation, 3654 Georgia Ave., West Palm Beach, FL 33405.
2. **HOW TO ENTER:** There are two ways to enter this Sweepstakes. (1) Customers who receive an in-store receipt containing an invitation to participate and complete a customer satisfaction survey online at [www.toojayslistens.smg.com](http://www.toojayslistens.smg.com). Once the survey has been completed you will automatically receive one (1) entry into the Sweepstakes. All online entries must be made within each respective Sweepstakes entry period. (2) Free alternate means of entry: Legibly hand print on a postcard your complete name, street address (no P.O. Boxes, please), city, state, zip code, daytime phone number, age and email address (if available) and mail in a standard #10 business envelope to: TooJay's Customer Satisfaction Survey Sweepstakes, 3654 Georgia Ave., West Palm Beach, FL 33405. Sponsor and Administrator not responsible for lost, late, mutilated or postage due entries.

Mail-in entries will be entered into the drawing period based on the date of receipt of entry. **LIMIT:** We request a limit of one (1) entry per week per email or household address. One (1) prize per person or household over each Sweepstakes Period. **NO** entry will be carried forward to another drawing period. To enter all drawings, you must enter one time per Drawing Period.

All entries and materials submitted become the property of the Sponsor and shall not be acknowledged or returned. If entries exceed the entry limitations, the Entrant may be disqualified in the Sponsors' sole discretion. Entrants must provide all information requested to be eligible to win. Incomplete, unreadable, or unintelligible entries shall be disqualified. Entries generated by a script, macro or other automated means shall be disqualified. Each entrant must be the rightful owner or have authorized use of the e-mail address identified in the entrants entry as of the start date. In the event of a dispute as to the identity of a winner, the winner shall be deemed to be the person in whose name the e-mail account governing the e-mail address was opened.

3. **ELIGIBILITY:** Sweepstakes is open to legal residents of the United States and Washington, D.C. (excluding Puerto Rico, U.S. Virgin Islands and Guam) who are at least 18 years old at time of entry. Any individuals (including but not limited to employees, consultants, independent contractors and interns) who have, within six months prior to the start date, held employment with or performed services for Sponsor or Administrator (collectively, "Sweepstakes Entities") or any organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Sweepstakes are not eligible to enter or win. Immediate family and household members of such individuals are also not eligible to enter or win. "Household Members" shall mean those people who share the same residence at least three months a year. "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. Void where prohibited.
4. **WINNER SELECTION AND NOTIFICATION:** A random drawing will be conducted by the Sweepstakes Administrator from all eligible entries received during each relevant Sweepstakes Period (see Rule #2 above). One Grand Prize winner will be selected in each drawing based on the relevant Drawing Schedule (see Rule #2 above). Prize winner shall be notified by telephone and/or email, whichever is appropriate as determined by the Administrator. Selected winner shall be required to respond (as directed) to the notification within five (5) business days of attempted notification date. The failure to respond timely to the notification shall result in forfeiture of the prize and, in such case, the Administrator shall randomly select an alternate winner from among the remaining eligible entries. Prizewinners may (at Sponsor's sole discretion) be required to verify full name and complete mailing address. The decisions of the Administrator are final and legally binding in all Sweepstakes related matters.
5. **PRIZE: ONLY THE PRIZE LISTED BELOW WILL BE AWARDED EACH MONTH.**  
One (1) Prize: \$100 TooJay's Gift Card. If the winner is a TooJay's Delicious Rewards member, the \$100 gift card will be credited to their account. The terms and conditions of the Gift Card apply.  
Prizewinner cannot assign or transfer all or any portion of any prize to another person. Winner shall be responsible for any and all federal, state and/or local taxes resulting from acceptance of the prize. No prize will be replaced if lost or stolen once issued to the recipient. If a prize cannot be awarded due to circumstances beyond the control of Sponsor, a substitute prize of equal or greater retail value may be awarded.

6. **ODDS OF WINNING:** Odds of winning depend on the number of eligible entries received during a relevant Sweepstakes Period.
7. **CONDITIONS OF PARTICIPATION/INDEMNIFICATION:** By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor and the Administrator, which shall be final and legally binding in all respects. All federal, state and local laws and regulations apply. By participating in this Sweepstakes and/or by accepting any prize that they may win, entrants agree that the Sweepstakes Entities; their parent, subsidiary and affiliated companies, units and divisions and advertising and promotional agencies and prize suppliers; each of their respective officers, directors, agents, representatives and employees; and each of these companies and individuals' respective successors, representatives and assigns (collectively, the "Indemnified Parties") shall not be liable for any and all actions, claims, including any third party claims, injury, loss or damage arising in any manner, directly or indirectly, arising from or relating to this Sweepstakes, including entry and participation in this Sweepstakes and acceptance, possession, use or misuse of any prize. Each entrant, including each prizewinner, by participating in the Sweepstakes, agrees to fully indemnify each Indemnified Party from any and all such claims by third parties without limitation. Entrants authorize the Indemnified Parties to use their name, voice, likeness, biographical data, city and state of residence and entry materials in programming or promotional material, worldwide in perpetuity, or on a winners list, if applicable, without further compensation unless prohibited by law.

Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation. The Indemnified Parties shall not be liable for: (i) late, lost, delayed, stolen, misdirected, postage-due, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Sweepstakes; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Sweepstakes.

Sponsor disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Sweepstakes, and reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sponsor's control, corrupt the administration, security or proper play of the Sweepstakes. Sponsor may prohibit you from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines you are attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other players or Sponsor representatives.

This Sweepstakes shall be governed by the internal laws of the Commonwealth of Massachusetts. Any and all legal actions or claims arising in connection with this Sweepstakes must be brought in a court of competent jurisdiction within the State of Florida and you hereby submit to jurisdiction by the State of Florida. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHALL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

8. **PRIVACY POLICY:** By entering the Sweepstakes, you grant Sponsor permission to share your email address and any other personally identifiable information with the Administrator. Sponsor will not share your personal information with any parties other than the corresponding Sweepstakes Entities and suppliers who have been opted in by the entrants to send them future information.
9. **PRIZE WINNER LIST:** For the list of monthly prize winners les, mail a self-addressed, stamped envelope to be received no later than January 24, 2020 to: "TooJay's Customer Satisfaction Survey Sweepstakes" Winners List, P3654 Georgia Ave. West Palm Beach, FL 33405 (VT residents may omit return postage). Administrator will supply a winners list based on the date of receipt of any request.