

THE BAYSTAR RESTAURANT GROUP “WIN WIN WIN” CONTEST OFFICIAL RULES

Official Rules

Entrant must show proof of visit to three (3) Baystar Restaurant Group Restaurants in which lunch or dinner was purchased in order to be eligible for grand prize. Entrant must fill out form in its entirety on or before March 28th, 2023. Proof of purchase can be shown through scanned receipts uploaded through the official contest form. The below Contest is sponsored by Baystar Restaurant Group located at 18395 Gulf Blvd #204 Indian Shores, FL 33785 | Phone: (727) 593.5536 | Fax:(727) 593-2966,

ELIGIBILITY:

The **Baystar Restaurant Group WIN WIN WIN Contest** (the “Promotion” or “Contest”) is open only to legal residents of the fifty (50) United States of America (including the District of Columbia), and Canada, who are at least eighteen (18) years of age at the time of entry (the “Entrants”). Employees, officers and representatives of the Sponsor and their respective affiliated companies, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee (collectively, the “Promotion Entities”), are not eligible. Subject to all federal, state, municipal, provincial, territorial, and local laws and regulations.

AGREEMENT TO OFFICIAL RULES:

By participating in the Promotion, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Contest. Winning the Grand Prize (defined below) is contingent upon fulfilling all requirements set forth herein.

WAY TO ENTER:

Entrants may enter for a chance to win a prize anytime during Philles Spring Training Season (February 25th, 2023 - March 28th, 2023). Each eligible participant must enter contest no more than one (1) time during this period. The Sponsor’s database computer is the official time-keeping device for the Contest. Eligible Entrants can enter the Contest through the following method of entry:

1. **Sponsor’s Websites:** Go to www.baystarrestaurantgroup.com or www.baystarrestaurantgroup.com/win and follow the instructions for entry. After you have fully completed the entry form and submitted the required information, you will automatically receive one (1) entry into the Promotion.

All entries become the exclusive property of the Sponsor, and none will be acknowledged or returned.

Multiple participants are not permitted to share the same email address. Any attempt by a participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant’s entries and that participant may be disqualified. Use of any automated, robotic, or third party system to participate is prohibited, and will result in disqualification.

GENERAL CONDITIONS:

If for any reason the operation or administration of this Contest is impaired or incapable of running as planned for any reason, including but not limited to (a) infection by computer virus, bugs, (b) tampering, unauthorized intervention, (c) fraud, (d) technical failures, or (e) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest in whole or in part, at any time, without notice and award the Grand Prize (defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or Sponsor's Website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a Winner based on an email address, the winning entry will be declared by the authorized account holder of the email address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

RELEASE AND LIMITATIONS OF LIABILITY:

By participating in the Contest, Entrants agree to release and hold harmless the Sponsor and the Administrator, and each of their respective parent and affiliate companies and each of their vendors, suppliers, consultants, sub-contractors, distributors, legal counsel and advertising, marketing, public relations and promotional/fulfillment agencies, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any Prize, including, but not limited to: (i) any technical errors that may prevent an Entrant from submitting an entry; (ii) unauthorized human intervention in the Contest; (iii) printing errors; (iv) errors in the administration of the Contest or the processing of entries; or (v) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or

in part, from Entrant's participation in the Contest or receipt of the Prize. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Contest or downloading any materials in this Contest. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, and in no event shall the Released Parties be liable for attorney fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. **For New Jersey Residents: nothing herein bars recovery of damages or attorneys' fees where mandated by statute.**

Except as expressly provided above, IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS CONTEST OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Contest or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of a Prize.

Released Parties are not liable in the event that any portion of the Contest is cancelled due to weather, fire, strike, acts of war or terrorism, pandemic, or any other condition beyond their control.

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

“CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

DRAWING AND NOTIFICATION:

The potential Grand Prize Winner (“Winner”) will be selected in a random drawing from among all eligible entries received by the Sponsor whose decisions are final and binding. The Grand Prize drawing will be conducted on or about April 10, 2023. Odds of winning will depend on the total number of eligible entries received throughout the Promotion Period. The Grand Prize Winner will be contacted by telephone, email, and/or USPS mail.

GRAND PRIZE & PRIZE CONDITIONS:

There will be **one (1) Grand Prize** awarded following the conclusion of the Promotion Period. The Grand Prize Winner, upon confirmation of eligibility, will receive a 3-day/2-night vacation package for two (2) adults at a CLEARWATER BEACH hotel, including airfare and two (2) dinners one (1) breakfast and one (1) brunch at Baystar Restaurant Group Restaurants. Winner must request preferred dates of travel. Dates of travel must be between August 1st, 2023 and September 30th, 2023. If winner is unable to redeem the package within the time period required, the prize will be forfeited. Request must be placed no less than sixty (60) days prior to requested departure date. Reservations will not be confirmed until thirty (30) days prior to departure date. Winner and travel companion must obey all local laws in regard to lodging restrictions. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to; ground transportation, personal charges at lodging, telecommunication charges, security fees, specialty dining, tours & excursions are the responsibility solely of the Winner. Winner's travel companion must also execute liability/publicity releases prior to travel. Winner and travel companion are solely responsible for obtaining documents necessary for their respective travel. Restrictions, conditions and limitations may apply. The Approximate Retail Value ("ARV") of this prize trip is: \$1,400-2,000USD. The Grand Prize is not redeemable for cash. No substitution, assignment or transfer of the prize is permitted, except by Sponsor, who reserves the right to substitute the Prize or Prize component with another of equal or greater value. Winner is responsible for all taxes and fees associated with Prize receipt and/or use.

The Sponsor shall not be liable for any claim made whatsoever, including but not limited to loss, compensation, or refund by reason of such substitution or deviation.

Compliance With Government Entities:

The Sponsor shall have the right to comply with any and all orders, recommendations, or directions whatsoever given by any government entity or by persons purporting to act with such authority, and such compliance shall not be deemed a breach of the Agreement or any agreement entitling the Influencer to assert any claim for liability, compensation or refund.

Travel Safety Warning:

Due to the fact that travel and tourism are constantly in a state of flux, the Winner shall consult the U.S. State Department's website at travel.gov and enter the name of the country(ies) that they plan to visit for the latest information concerning traveler safety, security, and health advisories. All guests are responsible for checking the travel and entry protocols for the destination that they are traveling to before they depart and ensuring that they fully understand and comply with any such protocols. For example, for some destinations, may require all guests to be fully vaccinated and/or to obtain a negative PCR Covid-19 test a certain number of days before and on return travel. Please visit the travel.gov website before travel and check the official Government website for the country you are visiting. The Sponsor shall not be responsible for any additional costs incurred for any required test or any other pre-travel or post travel requirements.

By accepting the Grand Prize, the Winner agrees to release and hold harmless the Promotion Entities and the Released Parties from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of the Prize. The potential Grand Prize Winner will be notified by home-delivered mail, phone, or email, and must sign and return to the Sponsor, within seven (7) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release (if U.S. resident) or a Declaration of Compliance (if Canadian resident) in order to claim the Prize. In addition, the Winner's traveling companion will be required to complete and return a Travel Companion Waiver within the same time deadline (listed above). **Note: The Affidavit sent to a US potential Winner will require that the winner provide their Social Security Number to the Administrator, which will be used solely for tax reporting purposes.** The Grand Prize Winner will be responsible for all local, state, and federal taxes associated with the receipt of the Prize. The Grand Prize Winner must note that the value of the Prize is taxable as income and an IRS Form 1099 will be filed in the name of the Winner for the value of the Prize. The Winner is solely responsible for all matters relating to the Prize after it is awarded. If a Prize or Prize notification is returned as unclaimed or undeliverable to the potential winner, if potential Winner cannot be reached via phone within three (3) business days from the first notification attempt, or if potential Winner fails to return requisite document(s) within the specified time period, or if potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate winner may be selected.

By accepting the Grand Prize, where permitted by law, the Grand Prize Winner grants to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time the Grand Prize Winner's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. The Grand Prize Winner also acknowledges that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize.

USE OF DATA:

Information collected from Entrants is subject to the Privacy Policy of the Sponsor that can be linked from <http://www.baystarrestaurantgroup.com>. By entering into the Contest, Entrants shall be deemed to have agreed to have their entry information made available to the Sponsor and the Administrator of the Contest. If you would like your name removed from Sponsor's mailing list, please call (727) 593.5536 or to request for your name to be removed.

DISPUTES:

By entering the Contest, Entrants agree that 1.) Any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; 2.) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest but in no event attorneys' fees; and 3.) Under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim punitive, 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, 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 Official Rules, shall be governed by, and construed in accordance with the laws of the United States and the laws of Florida 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 United States and the state of Florida. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The value of the prizes set forth above represents Sponsor's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed.

SEVERABILITY:

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

MISCELLANEOUS:

These Official Rules contain the full and complete understanding with respect to the Contest and supersede all prior and contemporaneous agreements, representations, and understandings, whether oral or written. In the event of an inconsistency between these Official Rules and any disclosure or other statement contained in any Contest-related materials, including without limitation, an entry form or any point-of-sale, radio, television, print, or online advertising, these Official Rules will prevail and govern. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by the Sponsor. The waiver by Sponsor of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrant, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor and Entrant.



YOUR VACATION INCLUDES:

- Luxurious Clearwater Beach accommodations
- Four (4) Meals at Baystar Restaurants
- Airfare to and from Clearwater Florida