

Win Red Lobster for a Term Sweepstakes (Cheddar Bay™ 2024 - “4 Years of Free Red Lobster”)

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Win Red Lobster for a Term Sweepstakes (Cheddar Bay™ 2024 – “4 Years of Free Red Lobster”) (the “Sweepstakes”) is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least the age of majority in their state/territory of residence (eighteen (18) years old in most states and nineteen (19) in Alabama and Nebraska) at the time of entry. Employees of Red Lobster Management LLC (“Sponsor”), Merkle Inc. (“Administrator”), BarkleyOKRP, and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules. Sponsor’s and Administrator’s decisions are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Red Lobster Management LLC, 450 S. Orange Ave., Suite 800, Orlando, FL 32801.
Administrator: Merkle Inc. (previously known as HelloWorld, Inc.), 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Sweepstakes begins on September 9, 2024 at 12:00 a.m. Eastern Time (ET) and ends on November 10, 2024 at 11:59 p.m. ET (the “Promotion Period”). BarkleyOKRP’s servers are the official time-keeping devices for the Sweepstakes. Entries submitted before or after the Promotion Period will not be considered.

4. How to Enter: During the Promotion Period, scan the QR code made available on in-store promotional materials or visit www.cheddarbay2024.com/enter (the “Promotion Site”) and follow the links and instructions to accurately complete and submit the registration form, including your first and last name (initials are not sufficient), email address and check the box agreeing to these Official Rules. You will receive one (1) entry into the Sweepstakes. All entries that are late, incomplete, or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor’s sole and absolute discretion. Use of any automated system to participate is prohibited and may result in disqualification. In the event of a dispute as to the identity of an entrant, Sponsor and Administrator will rely on the information submitted by the entrant to register for this Sweepstakes. If any additional information provided by entrant is inconsistent with the information provided at registration for this Sweepstakes, Sponsor and/or Administrator may disqualify such entrant and such disqualification may result in the forfeiture of any prizes won. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant’s identity. If a dispute cannot be resolved to the Sponsor’s satisfaction, the entry will be deemed ineligible. Sponsor and affiliated entities are not responsible for lost, misdirected, misplaced, tampered with, deleted, or invalid entries.

Limit: You may receive up to five (5) entries during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than five (5) entries by using multiple/different email addresses, identities, registrations and logins or any other methods will void that entrant’s entries and that entrant may be disqualified.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS SWEEPSTAKES ON THEIR MOBILE DEVICE. ALL MOBILE TELEPHONE/WIRELESS PROVIDERS MAY NOT CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THIS SWEEPSTAKES. PARTICIPANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN A PRIZE IN THIS SWEEPSTAKES.

5. Prize Drawing and Winner Requirements: Administrator is an independent organization whose decisions as to the selection of the potential winner are final and binding. Administrator will randomly select the potential Sweepstakes winner from all eligible entries received during the Promotion Period, on or around November 12, 2024. The potential winner will be notified by email and will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release (collectively, "Declaration") which must be received by Administrator within four (4) days of the date notice or attempted notice is sent, in order to claim the prize. Any information an entrant provides to Sponsor or Administrator may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes Winner's list. Administrator will attempt to notify the potential winner as set forth above, but Administrator is not responsible for any undelivered messages, including without limitation messages that are not received because of an entrant's privacy or spam filter settings which may divert any Sweepstakes communications, including the winner notification message. If a potential winner cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period, or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that the potential winner is disqualified for any reason or forfeits the prize, Sponsor will award the prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

6. Prize, Approximate Retail Value ("ARV"), and Odds of Winning:

A. Prize: ONE (1) GRAND PRIZE: Forty-eight (48) physical \$100 Red Lobster gift cards, fulfilled by mail. Gift card terms and conditions apply, as noted on the back of each gift card. In addition, Sponsor will offer a check for \$2,057, which is intended to assist the winner with any federal, state or other tax obligations related to acceptance of the Grand Prize (the "Tax Gross Up Payment"). **Grand Prize winner's actual tax liabilities related to the Grand Prize could exceed the Tax Gross-Up Payment. The Grand Prize winner is solely responsible for all applicable federal, state, or other tax obligations related to the Grand Prize.** Sponsor will not provide any further assistance toward the winner's tax obligations. ARV: \$6,857.

B. Total ARV: The total ARV of all available prizes in the Sweepstakes is \$6,857.

C. Odds of Winning: The odds of winning a prize depend on the total number of eligible entries received during the Promotion Period.

Prize is non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Winner will receive an IRS Form 1099 MISC reporting the actual value of the prize received. All other costs and expenses associated with acceptance of the prize that are not expressly set forth herein shall be solely the winner's responsibility. Prizes are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Prizes will be fulfilled approximately 8-10 weeks after winner confirmation is complete.

7. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, BarkleyOKRP, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance, use, inability to use, misuse or redemption of a prize (including any injury or harm related thereto).

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, prize information, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. Sponsor is not obligated to use any of the above-mentioned information or publicity materials but may do so and edit such information or materials at its sole discretion, without further obligation or compensation.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes, including, but not limited to, submitting fraudulent entries, or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, 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 Official Rules shall not constitute a waiver of that provision. In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. In the event there is a discrepancy or inconsistency between any other statements contained in any Sweepstakes-related materials (including printed versions of these Official Rules) and the Official Rules as posted on the Promotion Site, the Official Rules as posted on the Promotion Site shall prevail, govern, and control.

10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information either caused by printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes or provided by entrants; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections to the internet, in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Sweepstakes, including, but not limited to, the entry process; (4) technical or human error which may occur in the administration of the Sweepstakes, including, but not limited to, the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or to the receipt, use, inability to use, or misuse of any prize. 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 Sweepstakes, if it is possible.

11. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant 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 Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

12. Severability: If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

13. Entrant's Personal Information: Information collected from entrants is subject to Sponsor's Privacy Policy: <https://www.redlobster.com/privacy-policy/>.

14. Winner List: For a winner list, please click [HERE](#). The winner list will be posted after winner confirmation is complete.

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