

**RSVP Bay Area SWEEPSTAKES (“PROMOTION”)
PROMOTION OFFICIAL RULES (“OFFICIAL RULES”)
RTM Marketing, Corp (“Sponsor”)**

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. OFFER VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. ELIGIBILITY. The Promotion is open to people 21 years of age or older (as of date of entry) who are legal residents of California (“Eligible Participants”). The following people are not eligible to participate in the Promotion: (a) officers, directors, and employees of Sponsor or its parents, subsidiaries, affiliates or franchisor; Sponsor’s advertising, promotion and judging agencies, persons engaged in the development, production or distribution of materials for this Promotion, and persons providing prizes for this Promotion, and each of their respective affiliates (collectively the “Promotion Parties”); and (b) members of the immediate family or persons living in the same household (whether related or not) as a Promotion Party.

2. PROMOTION PERIOD. The Promotion begins at 12:00:01 am Pacific on 9/24/2021 ends at 11:59:59 pm Pacific on 12/31/2021 (“Promotion Period”). Entries will be accepted through the Promotion Period.

3. HOW TO ENTER. Eligible Participants must, during the Promotion Period, complete and submit a short survey which may be accessed on https://www.rsvpadvertising.com/marin/offer/enter-to-win_CN92521.html?SearchLocationZip=94558&SearchLocationCity=Napa%2C+CA&category=9; participants must have a valid e-mail address and will be required to follow the onscreen instructions to enter. To enter without completing the short survey, send your name, mailing address, e-mail address and phone number in writing to Sponsor at 4225 Solano Ave #584. Mailed entries must be postmarked by 12/31/2021 and received by Sponsor by 01/10/2022

No purchase is necessary to enter, and the odds of winning will not increase because of a purchase. Each entry that Sponsor deems, in its discretion, to have satisfied the requirements set forth above shall be deemed an “Eligible Entry.” Limit One Eligible Entry(ies) per person Sponsor is not responsible for entries not made in accordance with the Official Rules.

4. SELECTION OF WINNERS. There will be 3 winner(s) ([each a] “Winner”). Each Winner will be selected on or about 01/15/2022 by a random drawing from among all Eligible Entries received by Sponsor during the Promotion Period. Each random drawing will be conducted by Sponsor, RSVP Bay Area or an independent judging agency of Sponsor’s choosing, whose decisions regarding the Promotion are final in all respects and binding upon participants and the Winners. Odds of winning a prize are dependent upon the number of Eligible Entries received by Sponsor.

5. NOTIFICATION OF WINNERS. Within five days of selection, each Winner will be notified by RSVP Bay Area, using the email address provided by the Winner in its survey response

or its mailed entry. If, within 10 after being notified by RSVP Bay Area, the Winner does not respond to the notification and provide RSVP Bay Area with the mailing address to which the Prize should be sent and such other information as may be requested by RSVP Bay Area, the Winner will be disqualified, and a new Winner may be selected at random from the other Eligible Entries. Prize fulfillment is subject to verification that the Winner satisfies the eligibility restrictions and has complied with these Official Rules.

6. PRIZE AND PRIZE RESTRICTIONS. There is one prize per mailing zone to local restaurants, including but not limited to Flights Restaurant, Blue Agave, My Thai, or Mary's Pizza **CHOOSE ONE OF THE FOLLOWING:** [Each Winner will receive restaurant gift card/certificates valued at \$100 (the "Prize").] Prizes are not transferable and cannot be resold for profit. Winners are required to take the Prize "as is" and will not be allowed to request a cash equivalent or alternative product or prize; however, Sponsor reserves the right to substitute prizes so long as any substituted prize(s) are of an approximately equivalent value to the aggregate prize retail value. Federal, state and local taxes are the responsibility of the Winner. If required by law, Sponsor will issue a 1099_MISC or other required documentation to each Winner for the value of prize awarded.

7. BINDING EFFECT. By submitting an entry, Eligible Participants agree to be bound by these Official Rules, and failure to comply with these Official Rules may result in disqualification. All federal, state, and local laws apply.

8. GENERAL CONDITIONS OF PARTICIPATION. Sponsor's decisions are final on all matters related to this Promotion. Sponsor is not responsible for incomplete, incorrect, lost, late, delayed or garbled survey submissions or emails, incorrect or inaccurate capture of entry information, including but not limited to technical malfunctions, human or technical error, omission, interruption, deletion, defect or failures of any telephone or computer line or network, computer equipment, or any combination thereof. Further, Sponsor is not responsible for lost, late, destroyed, mutilated, misdirected, incomplete, incorrect, or illegible mailed entries. Sponsor assumes no responsibility for the non-receipt of email winner notifications due to the operation of SPAM filters.

Sponsor reserves the right, without prior notice, to terminate this Promotion, in whole or in part, or to modify this Promotion in any way, and for any reason, including without limitation, if it determines in its sole discretion, that fraud, technical failures or any other factor beyond its reasonable control impairs the integrity of the Promotion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or to be acting in violation of these Official Rules. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion is a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to disqualify the person it finds to be tampering with the Promotion and 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.

By participating in this Promotion, participant, on his or her own behalf and on behalf of his or her legal representatives, estates, heirs and assigns, releases and agrees to hold harmless Sponsor and the Promotion Parties from all liability with respect to acceptance, possession, use (misuse), or failure to use, any matters arising out of or relating to this Promotion or any Prize.

9. SPONSOR. The Promotion is sponsored by RTM Marketing, Corp with offices at 4225 Solano Ave, #584, Napa CA 94558 925.365.1590. Sponsor is a franchisee of Alliance Franchise Brands LLC (“AFB”) and is authorized to use the RSVP trade name pursuant to a franchise agreement with AFB. Each participant understands and acknowledges that the Promotion is not sponsored, endorsed, or administered by AFB.

10. PUBLICITY RELEASE. By entering the Promotion, each Eligible Participant grants to Sponsor and AFB and each of their respective affiliates the unrestricted, absolute, perpetual, worldwide right and license to use his or her name, address, photograph, likeness, voice, biographical and personal background information, statements, and, without limitation, any notes, photograph, film, or video or audio tape that may be taken of the participant or of such materials (the foregoing, collectively, the “Content”), without further compensation, consideration, or notice or permission to the participant or to any third party, and to reproduce, copy, modify, create derivative works of, display, perform, exhibit, distribute, transmit or broadcast, publicly or otherwise, or otherwise use and permit to be used the Content or any part thereof, whether alone or in combination with other materials (including but not limited to text, data, images, photographs, illustrations, and graphics, video or audio segments of any nature), in any media or embodiment now known or hereafter developed (including but not limited to any format of any computer-based, internet-based, electronic, magnetic, digital, laser or optical-based media), in connection with Sponsor’s, AFB’s or each such entity’s respective designees’, advertising, promotion, publicity, trade, sweepstakes or sweepstakes promotions, activities, or materials in connection with the RSVP brand.

11. PRIVACY; DATA COLLECTION. Information provided by participants for this Promotion is subject to Sponsor’s privacy policy located at <https://www.rsvpadvertising.com/privacy.html>

12. LIST OF WINNERS. A list of Winners may be obtained by sending a written request for the list together with a self-addressed, stamped envelope to Sponsor, Attn: Eric Meyers, at **CHOOSE ONE OF THE FOLLOWING:** 4225 Solano Ave, #584, Napa CA 94558 postmarked no later than 02/15/2021. Residents of Vermont may omit return postage.

13. DISPUTES. By entering the Promotion, you agree that: (a) any and all disputes, claims and causes of action arising out of or connected with this Promotion, other than the administration of the Promotion, shall be resolved individually, without resort to any form of class action, and exclusively by a court having competent jurisdiction located in or nearest to Napa, CA; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (c) under no circumstances will a participant be permitted to obtain awards for, and participant

hereby waives all rights to, claim punitive, incidental or 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State California without giving effect to any choice of law or conflict of law rules.

14. DISCLAIMER OF WARRANTIES. SPONSOR MAKES NO WARRANTIES, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING ANY PRIZE IN CONNECTION WITH THE PROMOTION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY.