

## Bonefish Grill ® & Bourbon and Boweties® “Incredible Girls Night Out” Sweepstakes

### OFFICIAL RULES

**NO PURCHASE NECESSARY TO PARTICIPATE OR TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**

1. **Sweepstakes Period.** The Incredible Girls' Night Out Sweepstakes (the “Sweepstakes”) will begin at 12 p.m. Eastern Time (“E.T.”) on June 1, 2015 and end at 12.m. E.T. on June 30, 2015 (the “Sweepstakes Period”).

2. **Eligible Participants.** The Sweepstakes is open to legal U.S. residents, with photo I.D., who are 21 years or older as of the Sweepstakes Period. Employees of Bourbon and Boweties, LLC (“Promotional Participant”) and Bonefish Grill, LLC (“Sponsor”), their respective parent companies, affiliates, subsidiaries, and advertising and promotional agencies, consultants and agents, as well as the immediate family (spouse, parents, siblings and children) and household members of each such person and any others engaged in the development, production, execution or distribution of this Sweepstakes (collectively, the “Released Parties”) are not eligible to participate or win a prize. Sweepstakes is void where restricted or prohibited by law.

3. **How to Participate.** Participation is necessary in order to have a chance of winning; however, social media content has no bearing on the selection of the Prize Winner(s).

Sponsor reserves the right to disqualify any entries by persons who submit false or misleading entry information or who Sponsor determines to be tampering with or abusing any aspect of the Sweepstakes.

By providing your information in connection with this Sweepstakes, you agree to be bound by and to abide by these Official Rules, and consent to Sponsor contacting you via email, mail, phone or any other form of media to distribute information regarding the Sponsor's featured products, special events or promotional offers and coupons. You may opt-out of any further email communication at any time by simply replying REMOVE to any email message, or following the provided opt-out instructions.

4. **Prize Description.** Ten (10) First Prizes; One (1) Grand Prize (each, a “Prize” and collectively, the “Prizes”) - Subject to verification of eligibility and compliance with these Official Rules:

Four (4) First Prize Winners will each receive: A \$50 Bonefish Grill Gift Card

One (1) Grand Prize winner will receive: A \$400 Bonefish Grill gift card and 12 bangles

**Approximate Retail Value (“ARV”) of all Prizes is \$950**

Sponsor is not responsible for, and will not replace, lost, mutilated, or stolen Prize Gift Card.

Only the number of Prizes stated in these Official Rules is available to be won in this Sweepstakes.

Limit: One (1) prize per person and per household.

5. **Winner Verification/Notification/Acceptance.** A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL SPONSOR OR SPONSOR'S REPRESENTATIVE HAS COMPLETED ITS VERIFICATION OF PARTICIPANT'S ELIGIBILITY.

A winner may waive the right to receive a prize. Prizes are non-assignable and nontransferable and cannot be redeemed for cash. No substitutions allowed by winner. Sponsor reserves the right to substitute Prizes with a prize of equal or greater value. **All other costs and expenses related to the**

**Prize acceptance not specified herein as being provided are the sole responsibility of Prize Winner, including but not limited to any applicable taxes. All income, federal, state and local taxes are Prize Winner's sole responsibility.**

On or about July 1, 2015, a random drawing will be held from among all eligible entries received to select ten (10) First Prize Winners and one (1) Grand Prize Winner (each a "Prize Winner" and collectively, the "Prize Winners"). The random drawing will be conducted under the supervision of a Bonefish Representative whose decisions are based upon their sole discretion and are final and binding in all respects. Odds of being selected a winner are dependent upon the total number of eligible entries received. Each potential winner will be notified by email.

During the winner notification, each potential prize winner must confirm their eligibility, and indicate their willingness to accept the Prize (*see prize description above*). If a selected potential prize winner does not meet the eligibility requirements, is unable or unwilling to accept the Prize, or elects to decline the Prize, then s/he will be disqualified, and at Sponsor's sole discretion, an alternate prize winner will be randomly selected and notified as per the procedures outlined above (time permitting) from among all remaining eligible entries received. Any disqualified participant will not receive any alternate prize substitution or compensation.

Failure to collect or properly claim any Prize in accordance with these Official Rules will result in forfeiture of the Prize. If forfeited for any reason, finalist will not receive any other prize substitution or compensation, and the Prize will remain the property of Sponsor and will not be awarded, except as provided herein. Prize Winner must accept delivery of Prize as instructed by Sponsor. Sponsor is not responsible for difficulties or delays in the delivery, delayed or lost shipments or any other problems experienced in the delivery or receipt of Prize.

6. **Publicity.** Participation in this Sweepstakes constitutes the winners' irrevocable consent for the Sponsor to use Prize Winners' names, cities and states of residence and/or likenesses (photograph and/or video) and voices for purposes of advertising/publicity/trade in any and all media now or hereafter known worldwide in perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. Winner consents and agrees to sign any additional documents required by Sponsor to formalize, effect or perfect such consent, except where prohibited by law.

7. **Participation.** By participating, participants agree to be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Sweepstakes as solely determined by Sponsor. **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 THESE PROVISIONS.**

In the event the Sweepstakes is compromised by non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupt or impair the administration, security, fairness or proper operation of the Sweepstakes, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Sweepstakes.

8. **Release.** BY PARTICIPATING IN THE SWEEPSTAKES, EACH PARTICIPANT AGREES TO FULLY RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY CLAIMS, COSTS, LIABILITIES, LOSSES, ACTIONS, INJURIES, AND DAMAGES ARISING OUT OF THE SWEEPSTAKES, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, LOSS OF ENJOYMENT, OR ANY OTHER HARM WHATSOEVER ARISING OUT OF: (1) PARTICIPATION IN THE SWEEPSTAKES; (2) THE QUALITY, RECEIPT, POSSESSION, USE, OR MISUSE OF ANY PRIZE; OR (3) ANY ACTIVITY THAT IS RELATED TO THE SWEEPSTAKES OR ANY PRIZE.

9. **Disputes:** Except where prohibited, Participant agrees that: (1) whenever Participant has a disagreement with Sponsor arising out of, connected to, or in any way related to these Official Rules and/or the Sweepstakes, Entrant will send a written notice to Sponsor ("Demand"). Participant agrees that the requirements of this section will apply even to disagreements that may have arisen before Participant participated in the Sweepstakes. Participant must send any Demand to the following address (the "Notice Address"): Bloomin' Brands, Inc., Attn: Chief Legal Officer, 2202 N. West Shore Blvd., Suite 500, Tampa, FL 33607; (2) Participant will not take any legal action, including filing a lawsuit or demanding arbitration, until ten (10) business days after Participant sends this Demand. If Sponsor does not resolve this disagreement to Participant's satisfaction within ten (10) business days, and Participant intends on taking legal action, Participant agrees that Participant will file a demand for arbitration with the American Arbitration Association (the "AAA"). Please note that for any such filing of demand for arbitration, Participant must affect proper service under the rules of the AAA, and that notice to the Notice Address may not suffice. If, for any reason, the AAA is unable to provide the arbitration, Participant may file his/her case with any national arbitration company. The arbitrator shall apply the AAA Consumer-Relations Disputes Supplementary Procedure as effective September 15, 2005. Participant agrees that the arbitrator will have sole and exclusive jurisdiction over any dispute Participant has with Sponsor. Participant understands that the Federal Arbitration Act allows for the enforcement of arbitration agreements, and Participant agrees that it applies; (3) Participant will not file any lawsuit against Sponsor in any state or federal court. Participant waives any right to a trial by a jury or a state or federal judge. Participant agrees that if Participant does sue Sponsor in state or federal court, and Sponsor brings a successful motion to compel arbitration, Participant must pay all fees and costs incurred by Sponsor in court, including reasonable attorney's fees. Participant will not file a class action or collective action against Sponsor, and Participant will not participate in a class action or collective action against Sponsor. Participant will not join his/her claims to those of any other person; (4) Notwithstanding any other provision in these Official Rules, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into. Any dispute at that time in arbitration will be dismissed without prejudice and re-filed exclusively in the United States District Court for the Middle District of Florida, Tampa Division, or in the Circuit Court in and for Hillsborough County, Florida. Under no circumstances does Participant or Sponsor agree to class action or collective procedures in arbitration or the joinder of claims in arbitration; (5) 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 (6) under no circumstances will Participant be permitted to obtain awards for, and Participant 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 Participant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

Sponsor agrees that it will not file a class of collective action against Participant, and that Sponsor will not participate in a class or collective action against Participant, for any disagreement arising out of, connected to, or in any way related to these Official Rules and/or the Sweepstakes. Sponsor agrees that it will submit all disputes with Participant to arbitration before the AAA.

10. **Construction.** 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 such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

11. **Official Rules & Winners List.** For a list of winners (available after July 28, 2015) or a copy of these Official Rules, send a self-addressed, stamped envelope to Bonefish Grill & Bourbon and Bowties "Incredible Girls Night Out" Sweepstakes (please specify Winners List or Rules Request), 2202 N. West

Shore Blvd., Tampa, FL 33607. A copy of these Official Rules may also be obtained at the Restaurant any time during Sweepstakes Period.

12. **Sponsor.** Bonefish Grill, LLC, 2202 N. West Shore Boulevard, Tampa, Florida 33607.