

## THE ONGOING TRUE FOOD 'YEAR OF TRUE' SWEEPSTAKES

### NO PURCHASE NECESSARY TO ENTER OR WIN.

**SWEEPSTAKES PERIOD:** The Ongoing True Food 'Year of True' Sweepstakes ("Sweepstakes") begins at 12:01 AM Mountain Standard Time ("MST") on March 1, 2017, and ends at 11:59 PM MST on December 31, 2017. ("Sweepstakes Period"). The Sweepstakes computer, as determined by Sponsor in its sole discretion, is the official time keeping device for the Sweepstakes.

**SPONSOR:** Fox Restaurant Concepts, 4455 E Camelback Rd #B100, Phoenix, AZ 85018 ("Sponsor").

**AGREEMENT TO THE OFFICIAL RULES:** By participating in the Sweepstakes, all entrants fully and unconditionally agree to and accept these Official Rules and the Sponsor's decisions which are final and binding in all matters related to the Sweepstakes. Winning the prize (described below) is contingent upon fulfilling all requirements set forth herein.

**ELIGIBILITY.** Legal residents of the fifty United States and District of Columbia (except in states where prohibited), who are 18 years of age or older are eligible to enter, except employees of Sponsor, and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion and/or their respective agents, affiliates, subsidiaries, and members of their immediate families or persons residing at the same address.

### HOW TO ENTER:

**Instagram Posting.** Follow True Food Kitchen on Instagram (@true\_food\_kitchen) and share a photo of your healthy ingredients or healthy meal while you're eating on your quest to live well by using the hashtags #YearofTrue and #Entry. For each photo you submit using the promo hashtags, you'll be entered in the Year of True Sweepstakes. There is no limit on the number of entries, but each entry must be a unique photo. Duplicate entries will be disqualified.

All entries become the property of the Sponsor and will not be acknowledged or returned. Sponsor assumes no responsibility for lost, mutilated, late or misdirected entries. All entry content must be appropriate for all ages. You represent and warrant that you will not submit any content that contains any inappropriate content, for example but not limited to, profanity, defamatory statements, words or symbols widely considered offensive to individuals of any certain race, ethnicity, religious, sexual orientation or socioeconomic groups, threats to any person, place, business, or group or content that infringes on the intellectual property rights of a third party. Sponsor, in its sole and absolute discretion, will determine if an entry violates the guidelines in these Official Rules.

### PRIZE AND THE VALUE OF THE PRIZE.

10 Prizes: Each Prize winner will receive a prize pack containing: True Food Kitchen gift card (\$25); True Food Kitchen Cookbook (\$30); True Food Kitchen water bottle (\$30); True Food Kitchen tote bag (\$23); one (1) month membership to CorePower Yoga (\$154) and CorePower Yoga t-shirt and sunglasses (\$11). ARV of each monthly Prize Pack is \$273.

Any difference between the stated ARV and the actual value, if any, will not be awarded.

The prizes may not be transferred, assigned or changed except at the sole discretion of Sponsor. Sponsor reserves the right to substitute the prize in whole or in part with other prizes of comparable or greater value if the intended prize is not available for any reason as determined by the Sponsor in its sole discretion. The winner of any prize valued over \$599.99 will be required to provide their Social Security numbers and appropriate tax documentation for tax reporting purposes. Sponsor will file, where required, an IRS Form 1099 with the Internal Revenue Service for the fair market value of any prize.

**TIMING OF DRAWINGS AND NOTIFICATION TO WINNER.** Each month of the Sweepstakes Period, Sponsor will conduct a random drawing of all eligible entries received during that month to select a provisional Prize winner. All drawings will be conducted by Sponsor or its designee, the judges of the Sweepstakes, whose decisions are final and binding on all matters related to the Sweepstakes. Limit one (1) prize per person.

The provisional winner will be notified by Sponsor via Instagram direct message within three (3) days after the respective drawing. If a provisional winner fails to respond to Sponsor's notification within two (2) days of the message, the provisional winner will be disqualified and a substitute provisional winner will be selected from among the remaining entrant using the process set forth above. The first eligible provisional winner that the Sponsor successfully contacts and who claims the respective prize, and, if requested by Sponsor, completes and returns an Affidavit of Eligibility, Publicity and Liability Release ("Affidavit") within the time period specified on the Affidavit in accordance with these Official Rules will be declared the respective Prize winner. Delivery of the prize will be coordinated with the prize winner by the Sponsor.

A PARTICIPANT IS NOT A WINNER UNLESS AND UNTIL SPONSOR HAS COMPLETED ITS VERIFICATION OF PARTICIPANT'S ELIGIBILITY AND COMPLIANCE WITH THESE OFFICIAL RULES.

**ODDS OF WINNING.** Odds of winning will depend upon the number of eligible entries received.

**PRIVACY POLICY.** Please see the Sponsor's privacy policy at <http://www.foxrc.com/privacy-policy/> for details of our policy regarding the personal information collected in connection with this Sweepstakes. The terms of such privacy policy are incorporated into, and considered part of, these Official Rules. By submitting an entry in the Sweepstakes, you hereby warrant and represent that it conforms to the requirements set forth herein.

**DISPUTE RESOLUTION.** Except where prohibited, by participating in the Sweepstakes entrants agree that: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant(s) and Sponsor and its agents shall be governed by and construed exclusively in accordance with the laws of the State of Arizona without giving effect to any principles of conflicts of law of any jurisdiction. Entrant agrees that any action at law or in equity arising out of or relating to this Sweepstakes, or awarding of the prizes, shall be filed only in the state or federal courts located in Phoenix, Arizona and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Sweepstakes, each entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances

will any participant be permitted to obtain awards for and hereby waives all rights to claim 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. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

**OTHER.** Sponsor assumes no responsibility for entries it is unable to process due to network, hardware or other technical failures, or any other reason, or incomplete, damaged, misdirected, illegible, stolen or lost entries. Sponsor reserves the right, in its sole discretion to disqualify any person tampering with the entry process, the operation of the web site or otherwise, in violation of the rules. **CAUTION:** Any attempt by an entrant or any other individual to deliberately damage any web site or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such individual to the fullest extent permitted by law.

Sponsor reserves the right to disqualify any non-conforming entries. Sponsor further reserves the right, in its sole discretion, to cancel, terminate or modify this promotion if not capable of completion as planned, including infection by computer virus, technical corruption, non-authorized human intervention or force majeure. In the event of cancellation, Sponsor reserves the right to select Winners from among all eligible entries received prior to date of cancellation. The use of automated entry systems or any other conduct that impedes the integrity of the Sweepstakes is prohibited. In the event of a dispute regarding online entry, entry will be deemed made by the authorized account holder of an established e-mail account associated with the 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 e-mail addresses for the domain associated with the submitted email address.

**GENERAL.** Except where prohibited by law: (i) entry constitutes permission and a license to use entrant's submission in tweets, in advertising and on web sites including Sponsor's website and third-party social media websites; and (ii) entry constitutes permission to use Winner's name, hometown, voice, likeness, photograph and any statements regarding this Sweepstakes for editorial, public relations, promotional and advertising purposes on behalf of Sponsor without compensation. By participating and winning a prize, Winner releases Sponsor, and its parents, affiliates, subsidiaries and agencies and their respective directors, officers, employees and agents from any and all liability with respect to the prize won and participation in the Sweepstakes, subject to all federal, state, provincial and local laws and regulations. Void where prohibited. Taxes on prizes are sole responsibility of Winner. For Winner's name, available after the end of each month during the Sweepstakes Period, send a separate, self-addressed, stamped envelope to Fox Restaurant Concepts, 4455 E Camelback Rd #B100, Phoenix, AZ 85018 Attn: True Food Year of True Sweepstakes Winner and the month for which you are requesting the name. Requests must be received no later than January 31, 2018.