

SAINT & SECOND
“NAME OUR COCKTAIL” CONTEST
OFFICIAL RULES NO PURCHASE NECESSARY A PURCHASE WILL NOT
INCREASE YOUR CHANCES OF WINNING

1. **ELIGIBILITY:** Hof’s Hut Restaurants, Inc, dba Saint & Second (“Saint & Second”) is open only to legal residents of California, who are *at least twenty one (21) years of age or older* as of the opening of the Contest Period, who have read and accepted these Official Rules (“Contest”). Employees of Hof’s Hut Restaurants, Inc. (“Sponsor”) and its “Promotional Participants” and each of the Sponsor’s respective affiliates, franchises, subsidiaries, advertising and promotion agencies and suppliers involved in this promotion and each of their immediate family members (including, but not limited to, mother, father, sister, brother, husband, wife, daughter, son, step-father, step-mother, step-daughter, step-son, step-brother, step-sister, half-brother, half-sister, and/or spouses of each) and/or those living in the same household of each (whether related or not) are not eligible to enter or win a prize. Void outside California, and where prohibited by law. This Contest is subject to all federal, state and local laws and regulations.

2. **AGREEMENT TO OFFICIAL RULES:** By participating in the Contest, participant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Contest. Also by entering or participating in the contest, participant fully and unconditionally agrees that participant is twenty one (21) years of age or older.

3. **CONTEST PERIOD:** The Contest begins on October 15, 2020 at 12:01 a.m. PST and ends November 15, 2020 at 11:59 p.m. PST, or earlier upon further notice posted herein, whichever is earlier (“Contest Period”).

4. **TO PLAY:** To participate, you must visit www.saintandsecond.com/cocktailcontest and submit your information, subscribe to our eclub and submit your best idea (name) for the Saint & Second Winter cocktail. See below Rule #5 for a mail-in entry. During the Contest Period, help us name our newest cocktail for our Winter Menu for a chance to win a \$150 gift card to Saint & Second. Your specialty cocktail name will be featured with your name (with your permission) on our Winter Menu and on Saint & Second’s Instagram account. Limit one (1) Contest drawing per submission. Multiple submissions are not permitted and only the first submission shall be submitted for the Contest. Must also be subscribed to the eclub during the entire Contest period or will not be considered a qualified entry.

You will receive one (1) entry into the Contest drawing for a qualified entry. Only one (1) entry is allowed per qualified individual.

Qualified entries must not be indecent, hateful, obscene, tortious, defamatory, or libelous or contain material that infringes or violates another's rights or disparage others, or contain any unlawful materias, or in violation of these official rules, all in its sole discretion.

If you are selected, we will contact you via email to send you the gift card ("Contest Prize") and request your permission to use your name on the Winter Menu and on Instagram and request proof of qualifying age.

Gift card prize valid at Saint & Second only. Call or see the restaurant manager for additional details. Limit one (1) Contest Prize per visit. May not be redeemed for cash. Sales tax and gratuity not included. Sponsor is not responsible for unused, lost or stolen gift cards.

If you receive any message other than stated above, or is blank, you are not a Contest winner. See this Rule #4 above for information on how to claim a Contest Prize.

5. NO PURCHASE NECESSARY: For a Contest submission, send a self-addressed, stamped envelope with a 3x5 card requesting entry, to Hof's Hut Restaurants, Inc., Attn: Jennifer S. Pucher, 2601 East Willow Street, Signal Hill, CA 90755, to be received by November 10, 2020 and will be included in the pool of the daily entry. Requests must be postmarked by November 9, 2020 and received by November 10, 2020. Limit one (1) request per outer stamped envelope. No mechanical reproductions or facsimiles of requests will be honored. Neither the Sponsor nor any of its agencies are responsible for lost, late, misdirected, illegible, incomplete, damaged, delayed, postage due or mutilated mail or any changes in mailing address of entrants. Requests will be honored until the Contest Prize has been exhausted or until November 15, 2020, whichever occurs first.

6. VERIFICATION: All prize claims are subject to verification. Decisions of the Sponsor in connection with this Contest are final. In the event of a printing, production or other error or irregular Contest Prize, neither Sponsor nor the Released Parties (as defined below in Rule #9) shall have any liability. If, due to a printing, production or other error, more winning Contest Prize are distributed or more Prizes are validly claimed than are intended to be awarded per below Rule #7, the stated number of Prizes will be selected by skill of the best name our newest cocktail for our Winter Menu from among all verified prize claims received. In no event will Sponsor be obligated to award more than the stated number of the Contest Prize, one (1) herein. Any Contest Photo or Contest Prize that is illegible, mutilated, altered, duplicated, tampered with, forged, cut, torn, contains printing, typographical, mechanical or other errors, was not obtained legitimately or was distributed where prohibited by law is null and void. Contest Prize may not be auctioned, transferred or sold. Only Contest Prize and Photos obtained via Rule #4 and Rule #5 shall be deemed to have been obtained legitimately.

7. NUMBER OF AVAILABLE CONTEST PRIZE(S) AND, UNCLAIMED PRIZES/OFFERS WILL NOT BE AWARDED:

Sponsor's selection of the potential winner is final and binding in all matters related to the contest. The potential winner will be notified by email and will ask the winner for their permission to use their name on the Winter Menu and Instagram. If a potential winner of the prize cannot be contacted, fails to provide the requested information within the required time period, then the potential winner forfeits the prize. Receiving a prize is contingent on these Official Rules. In the event that the potential winner is disqualified, Sponsor will award the prize to an alternative winner also by skill selection from among all remaining eligible entries. The Prize will be fulfilled approximately 8-10 weeks after the conclusion of the Contest.

Contest Prize: One (1) \$150 Grand Prize in total. Specifically one (1) Contest Prize will be drawn on November 16, 2020.

Prize and Offers consist of only the item specifically listed. Sales tax and gratuity not included. Any taxes and any other costs not specifically stated within these Official Rules are the sole responsibility of the winner.

Sponsor reserves the right to substitute Contest Prize with a prize of equal or greater value.

No substitution, returns, cash redemption or transfer of Contest Prize by the winner is permitted. All federal, state and local taxes and fees are the sole responsibility of each winner.

Participant and winner must be twenty one (21) years of age or older.

8. **PUBLICITY:** Except where prohibited, participation in this Promotion and acceptance of a prize, constitutes each winner's consent to Sponsor and its agents' use of winner's name, likeness, photograph, voice, opinions, prize information, city and state of residence for promotional purposes in any media, worldwide, without territorial limitations and without further payment or consideration.

9. **RELEASE AND LIMITATIONS OF LIABILITY/GENERAL RULES:** Except where prohibited, by participating in this Contest, participants agree, and by accepting a Contest Prize or redeeming an offer, the winner agrees, to defend, release and hold harmless, the Sponsor, the Promotional Participants and each of their respective parent companies, subsidiaries, affiliates, promotional partners, representatives, shareholders, successors, assigns, agents and agencies, and the officers, directors and employees of them (the "Released Parties") from and against any claim or cause of action arising out of participation or attempt to participate in the Contest or receipt or use of any prize or offer and/or prize/offer related activity, including, but

not limited to: (a) unauthorized human intervention in the Contest; (b) typographical or other error in the printing, the offering or the announcement of any prize/offer or in the administration of the Contest; (c) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Contest or receipt of any prize/offer. **PARTICIPANT WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, DIRECT, OR INDIRECT DAMAGES.** All materials submitted become the property of the Sponsor and will not be returned. Sponsor reserves the right to disqualify any individual who does not follow all of the instructions, tampers with the entry process or fails to abide by these Official Rules. Sponsor reserves the right to cancel, suspend and/or modify the Contest or Promotion or any part of it, should fraud, technical failures, human error or other causes beyond Sponsor's control corrupt the administrations, security or proper play of the Contest, in Sponsor's sole discretion. Sponsor reserves the right to disqualify any individual it finds tampering with or disregarding the entry process, or in violation of the Official Rules, or acting in a disruptive manner.

10. **DISPUTES:** Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest, game, drawing or any prize/offer awarded shall be resolved individually, **without resorting to any form of class action**, and exclusively in the appropriate forum (as defined below) in the state of California, Los Angeles County; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering Contest, but in no event attorneys' fees. **Entrant agrees that all matters under \$10,000 shall be resolved in small claims court in Los Angeles County, CA.** Parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the Parties. **If the matter is not resolved by negotiation within fifteen (15) days, and if the matter is over \$10,000 or not otherwise eligible for small claims court, Parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure with Entrant bearing its own costs and fees.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the ADR Services, Inc. in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof in Los Angeles County, CA.

By participating, Entrant agrees that this shall be a final and binding arbitration, under the rules of the ADR Services, Inc. by proceeding, ENTRANT UNDERSTANDS AND AGREES THAT THIS IS A WAIVER OF EACH AND EVERY RIGHT TO A JURY TRIAL.

11. 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 Contest or drawing, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

12. **WINNER'S LIST AND COPY OF OFFICIAL RULES:** For name of the Contest Prize winner, available after November 16, 2020 (or a copy of the Official Rules available anytime), send a separate, self-addressed, stamped (#10) envelope to: Hof's Hut Restaurants, Inc., Attention: Jennifer S. Pucher, 2601 East Willow Street, Signal Hill, CA 90755. Sponsor will post the name of the Contest winner on the Instagram page following the close of the Contest period.

13. **SPONSOR:** Hof's Hut Restaurants, Inc., 2601 East Willow Street, Signal Hill, CA 90755.