

**SAINT & SECOND 10TH ANNIVERSARY TIKTOK AND INSTAGRAM  
SWEEPSTAKES OFFICIAL RULES**

**NO PURCHASE NECESSARY  
A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING**

1. **ELIGIBILITY:** Hof's Hut Restaurants, Inc., a California corporation dba Saint & Second, ("Saint & Second" or "Sponsor") The 10th Anniversary Sweepstakes ("Sweepstakes") is open only to legal residents of California, Nevada, and Arizona, who are eighteen (18) years of age or older, as of the opening of the Entry Period, who have read and accepted these Official Rules. Employees of Hof's Hut Restaurants, Inc. a California corporation dba Hof's Hut Restaurant and Bakery, Lucille's Smokehouse Bar-B-Que, and Saint & Second and BARD Associates LLC, a limited liability company dba Hof's Hut Restaurant and Bakery and Lucille's Smokehouse Bar-B-Que and Red and Blues, LLC dba Lucille's Smokehouse Bar-B-Que ("Company") and each of the Company'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, aunt, uncle, wife, domestic partner, daughter, son, step-father, step-mother, step-daughter, step-son, step-brother, step-sister, half-brother, half-sister, and/or spouses or partners 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 of California, Nevada and Arizona, and where prohibited by law. This Sweepstakes is subject to all federal, state and local laws and regulations.
2. **AGREEMENT TO OFFICIAL RULES:** By participating in the Sweepstakes, 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 Sweepstakes.
3. **SWEEPSTAKES PERIOD:** The Sweepstakes begins on August 12, 2025 at 12:01 a.m. PST and ends August 17, 2025 at 11:59 p.m. PST, or earlier upon further notice posted herein, whichever is earlier ("Sweepstakes Period").
4. **TO PLAY BY INSTAGRAM AND TIKTOK:** To participate, you will need to use an Instagram and TikTok account. Creating an Instagram and TikTok Account are free, and subject to their respective terms: <http://instagram.com/about/legal/terms/#> and <https://www.tiktok.com/legal/page/us/terms-of-service/en>, respectively. And if you enter via your mobile phone or other web-enabled device and using your wireless carrier's network, standard data charges or fees may apply from your wireless carrier. By participating, you agree to be responsible for any data or phone charges or fees involved, or you may participate by mail, as explained in below Rule #5. *This Sweepstakes is not endorsed by Instagram or TikTok.*

During the Sweepstakes Period, we will post a graphic with "Giveaway" on it. Participants must: (1) follow @saintandsecond on Instagram and @saintandsecond\_ on TikTok, (2) like the post posted by Saint & Second on Instagram or TikTok, and (3) tag one friend in the post on Instagram or TikTok to be entered for a chance to win a prize.

In total, one (1) grand prize will be given out for this Sweepstakes which includes one (1) gift card valid at any Saint & Second location that is valued at Three Hundred Dollars and Zero Cents (\$300.00). The gift card can be use at the next order at time of payment. Present the Sweepstakes Prize (defined below) when you arrive at the restaurant or call your order in any participating Saint & Second restaurant, subject to individual restaurant availability. Must be following @SaintandSecond on Instagram and TikTok for entry to be valid.

You will receive one (1) entry into the Sweepstakes for each qualified entry.

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 materials, or in violation of these official rules, all in its sole discretion.

If you are selected, we will contact you via a Direct Message, request your mailing address to send you the gift card for the prize ("Sweepstakes Prize").

Offers valid for participating Saint & Second restaurants only. Call or see the restaurant manager for additional offer details. Limit one (1) Sweepstakes Prize per dine in or take-out visit, if applicable. May not be redeemed for cash. Sales tax and gratuity not included. Sponsor is not responsible for unused, lost, stolen or expired offers.

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

**5. TO PLAY BY MAIL AND NO PURCHASE NECESSARY:** For a Sweepstakes submission or entry by mail, 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 August 18, 2025 and will be included in the entry pool. Requests must be postmarked by August 17, 2025 and received by August 18, 2025. Limit one (1) request or entry 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 participant(s). Requests will be honored until Sweepstakes Prize has been exhausted or until August 18, 2025, whichever occurs first.

In total, one (1) gift card valid at any Saint & Second location. Sweepstakes prize is valued at Three Hundred Dollars and Zero Cents (\$300.00). The gift card can be used at the next order at time of payment. Present the Sweepstakes Prize (defined below) when you arrive at the restaurant or call your order in any participating Saint & Second restaurant, subject to individual restaurant availability.

You will receive one (1) entry into the Sweepstakes for each qualified entry.

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 materials, or in violation of these official rules, all in its sole discretion.

If you are selected, we will contact you via direct message on Instagram and TikTok and obtain your mailing address to send you the gift card for the prize ("Sweepstakes Prize").

Gift card valid for participating Saint & Second restaurants only. Call or see the restaurant manager for additional offer details. Limit one (1) Sweepstakes Prize per dine in or take-out visit, if applicable. May not be redeemed for cash. Sales tax and gratuity not included. Sponsor is not responsible for unused, lost, stolen or expired offers.

If you receive any message other than stated above, or is blank, you are not a Sweepstakes winner. See this Rule #5 above for information on how to claim the Sweepstakes Prize.

**6. VERIFICATION:** All prize claims are subject to verification. Decisions of the Sponsor in connection with this Sweepstakes are final. In the event of a printing, production or other error or irregular Sweepstakes 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 Sweepstakes Prize are distributed or more Prizes are validly claimed than are intended to be awarded per below Rule #7, the stated number of the Prize(s) will be awarded in a random drawing from among all verified prize claims received. In no event will Sponsor be obligated to award more than the stated number of the Sweepstakes Prize, one (1) prize herein. Any Sweepstakes Photo or Sweepstakes 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. Sweepstakes Prize may not be auctioned, transferred or sold. Only Sweepstakes Prize and Photos (if applicable) obtained via Rule #4 and Rule #5 above shall be deemed to have been obtained legitimately.

**7. NUMBER OF AVAILABLE SWEEPSTAKES PRIZES 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 Sweepstakes. The potential winner will be notified by: (1) @SaintandSecond by private direct message and will ask the winner to provide their name, and mailing address, or (2) by mail; depending upon the entry method of the participant. If a potential winner of the prize cannot be contacted or 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 by random drawing from among all remaining eligible entries. The

Sweepstakes Prize will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes.

Sweepstakes Prize: In total, one (1) gift card valid at any Saint & Second location. Sweepstakes prize is valued at Three Hundred Dollars and Zero Cents (\$300.00). The gift card can be applied at the next order at time of payment. Present the Sweepstakes Prize (defined below) when you arrive at the restaurant or call your order in any participating Saint & Second restaurant, subject to individual restaurant availability. Each Sweepstakes Prize winner is solely responsible for all applicable federal, state and local taxes, including taxes imposed on his/her income.

Specifically, one (1) Sweepstakes Prize will be drawn on or about August 18, 2025. Instagram and TikTok's server are the official time-keeping device for this Promotion.

Prize and Offers consist of only the item specifically listed above. 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 Sweepstakes Prize with a prize of equal or greater value. No substitution, return, exchange, cash redemption or transfer of Sweepstakes Prize by the winner is permitted. All federal, state and local taxes and fees and associated costs are the sole responsibility of each winner.

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 Sweepstakes, participants agree, and by accepting a Sweepstakes Prize or redeeming an offer, the winner agrees to defend, release and hold harmless the Sponsor and each of their respective parent companies, subsidiaries, affiliates, promotional partners, representatives, shareholders, successors, assigns, agents, Hof's Hut Restaurants, Inc. dba Lucille's Smokehouse Bar-B-Que and Hof's Hut Restaurant & Bakery and/or BARD Associates, LLC Lucille's Smokehouse Bar-B-Que and Hof's Hut Restaurant & Bakery, Red and Blues, LLC dba Lucille's Smokehouse Bar-B-Que, and agencies, and the officers, directors and employees of them and any related entities or affiliates (the "Released Parties") from and against any claim or cause of action arising out of participation or attempt to participate in the Sweepstakes 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 Sweepstakes; (b) typographical or other error in the printing, the offering or the announcement of any prize/offer or in the administration of the Sweepstakes; (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 Sweepstakes 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 Sweepstakes 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 Sweepstakes, 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:** Participant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, game, drawing or any prize/offer awarded shall be resolved individually, **without resorting to and waiving 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 Sweepstakes, but in no event attorneys' fees. **Participant 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 the Participant 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.

**Participant agrees that this shall be a final and binding arbitration, under the rules of the ADR Services, Inc. by proceeding, and PARTICIPANT 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 Participant and Sponsor in connection with the Sweepstakes, Sweepstakes Prize 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:** For names of the Sweepstakes Prize winner (available after August 18, 2025), or a copy of these Official Rules, 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.

13. **USE OF DATA:** Sponsor will be collecting personal data about Participants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <https://www.saintandsecond.com/privacy>. By participating in the Sweepstakes, Participants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.
14. **SPONSOR:** Hof's Hut Restaurants, Inc. dba Saint & Second, 2601 East Willow Street, Signal Hill, CA 90755.