

## E-Club National Buttermilk Biscuit Day Giveaway

### OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW. BY ENTERING THE GIVEAWAY, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING.

1. **ELIGIBILITY:** The E-Club National Buttermilk Biscuit Day Giveaway (the “**Giveaway**”) is open only to legal residents of the 50 United States and D.C. (excluding Rhode Island) who are 13 years of age or older at the time of entry. Owners and employees of Sponsor and its parent companies, affiliates, subsidiaries, and advertising and Giveaway agencies, and members of their owners’ and officers’ immediate family (spouses and parents, siblings, children and their spouses and in-laws) and persons living in the same household of such individuals, whether related or not, are ineligible to enter or win. The Giveaway is subject to all applicable federal, state, and local laws and regulations and is void where prohibited or restricted by law. Participation constitutes entrant’s unconditional agreement to these “Official Rules” and to Sponsor’s decisions, which are final and binding in all matters related to the Giveaway. An entrant is not a winner of any prize until entrant’s eligibility as the Giveaway winner has been verified, entrant has been notified that verification is complete, entrant has completed and submitted all required forms (including an Affidavit of Eligibility and Liability/Publicity Release, if required) and entrant has otherwise complied with the terms and conditions of these Official Rules.
2. **ENTRY PERIOD:** The Giveaway will begin on April 16th, 2018 at 12:01 a.m. EST and will end on May 14, 2018, at 11:59 p.m. EST (the “**Entry Period**”). Sponsor’s computer is the official time keeping device for the Giveaway.
3. **HOW TO ENTER:**

**Automatic Entry:** Each eligible entrant who (a) has joined of Bojangles’® E-Club prior to the start of the Entry Period and (b) remains a member of Bojangles’® E-Club as of the end of the Entry Period will automatically receive entry into the Giveaway (an “**Automatic Entry**”).

**Alternate Means of Entry:** Each eligible entrant who does not receive an Automatic Entry may enter the Giveaway through one of the following methods:

**WEBSITE:** To enter, go to [www.bojangles.com/eclub](http://www.bojangles.com/eclub), fill in the required information, and click “sign up” (each, an “**Alternate Entry**”).

**VIA MAIL:** Hand print your full name, complete mailing address with zip code, telephone number, email address, age, and the phrase “E-Club National Buttermilk Biscuit Day Giveaway” on a 3” x 5” card and mail in an envelope to: Bojangles’ National Buttermilk Biscuit Day Giveaway, 9432 Southern Pine Blvd., Charlotte, NC 28273. Mail-in entries (each, also an “**Alternate Entry**”) must be postmarked by May 8, 2018. No responsibility is assumed by Sponsor for lost, late, illegible, incomplete, mutilated, stolen, postage-due or misdirected mail.

Proof of delivery or receipt of an Alternate Entry will not be deemed by the Sponsor as proof of entry into this Giveaway. Entries must comply with any applicable technical, creative, and legal requirements set forth in these Official Rules and must be legible.

All individuals who enter (or are entered), or attempt to enter or participate in the Giveaway, are referred to in these Official Rules as an "entrant".

4. **ENTRY LIMIT; ODDS:** Limit one (1) entry per person. Entries received from any person in excess of the limitation will be void. All Entries submitted become the sole property of Sponsor. Entries will not be acknowledged or returned. Odds depend on number of Entries received.
5. **PRIZE:** One (1) prize will be awarded and will consist of a set of Bojangles' gift cards totaling \$1,825 that expire December 31, 2019. Total ARV of all prizes is \$1,825. All applicable federal, state and local taxes, and any other expenses associated with prize acceptance and use are the sole responsibility of the prize winner. An IRS form 1099 will be issued in the winner's name if required by law. All gift cards are subject to applicable terms and conditions.

ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

6. **WINNER SELECTION:** All eligible Entries received during the Entry Period will be combined and one (1) potential winner will be selected in a random drawing conducted by Sponsor or its agent. The drawing will occur on or around May 15, 2018.
7. **WINNER NOTIFICATION:** Prize winner will be notified via phone or email. If a potential prize winner does not respond to the notification within seventy-two (72) hours of the initial attempt, he or she may be disqualified and the prize awarded to an alternate winner. The winner is subject to verification. Potential winner may, at Sponsor's discretion, also be required to complete and return to Sponsor an Affidavit of Eligibility/Release of Liability, and, if legally permissible, a Publicity Release, and a W-9 form, within three (3) days of attempted delivery of same. If a potential winner fails to respond to any notification attempt within the time period specified by Sponsor, or if any attempted notification or prize delivery is returned as undeliverable, or if a potential winner fails to complete and return any required affidavit or release within the specified time period, the potential winner will be disqualified and an alternate winner selected from the remaining eligible Entries received.
8. **GRANT OF RIGHTS; PUBLICITY; PRIVACY:** Entry constitutes permission for Sponsor and its parent companies, affiliates, subsidiaries, agents and licensees to use the entrant's name, likeness, voice and/or biographical information, in perpetuity, throughout the world, in all media and formats whether now or later known or developed, for commercial purposes (including, without limitation, advertising and Giveaway), without further compensation, unless prohibited by law. Entry constitutes your consent for Sponsor, its parent companies, affiliates, subsidiaries, agents and licensees to place you on their email mailing lists for the Bojangles'® E-Club. Personally identifiable information submitted by an entrant will be treated in accordance with Sponsor's Privacy Policy available at [www.bojangles.com/privacy-policy/](http://www.bojangles.com/privacy-policy/).

9. **RELEASE AND LIMITATIONS OF LIABILITY:** Sponsor, its parent companies, affiliates, subsidiaries, agents and licensees, and its respective owners, officers, directors and employees (collectively, the “**Released Parties**”) are not responsible, and will have no liability for, (a) late, lost, delayed, illegible, damaged, corrupted or incomplete entries, incorrect or inaccurate capture of, damage to, or loss of entries or entry information, or any other human or technical errors of any kind relating to the operation of the Giveaway, communications or attempted communications with any entrant, the submission, collection, storage or processing of entries or the administration of the Giveaway, (b) undeliverable e-mails or messages resulting from any reason outside of the Released Parties’ control, (c) any damage to any computer system or mobile device resulting from participation in or accessing or downloading information in connection with this Giveaway; or (d) lost, delayed, destroyed, re-directed, or returned prizes or any portion of a prize (which prize or portion of a prize will not be replaced or re-sent). By entering, each entrant fully releases and agrees to hold each of the Released Parties harmless from and against any and all claims, liability, damages, and demands arising out of or relating to participation in the Giveaway, the Giveaway process, the acceptance, receipt, use, or misuse of any prize or prize component and/or any use of the winner’s name, likeness, voice and/or biographical information as permitted hereunder, including without limitation all claims, liabilities, damages, and demands based on any personal injury, property damages or loss or death. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Giveaway, the use of the Bojangles’ website, or the acceptance, receipt, use, or misuse of any prize or prize component. The Released Parties are not responsible for any typographical or other error in the promotion of the Giveaway, administration of the Giveaway or in the announcement of the prize. In no event will more than the stated number of prizes be awarded.
10. **GENERAL CONDITIONS:** Sponsor reserves the right to cancel, suspend and/or modify the Giveaway, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor’s reasonable control impairs the integrity or proper functioning of the Giveaway, as determined by Sponsor in its sole discretion. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS GIVEAWAY OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS GIVEAWAY IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS’ FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor reserves the right, in its sole discretion, to disqualify or prohibit from participating in the Giveaway any individual who, in Sponsor’s sole discretion, Sponsor determines or believes (i) has tampered with the entry process, or has undermined the legitimate operation of the Giveaway website or application or the Giveaway itself by cheating, hacking, deception or other unfair playing practices, or (ii) has engaged in conduct that annoys, abuses, threatens or harasses any other entrants or any representative of Sponsor, or (iii) has attempted or intends to attempt any of the foregoing. The use of automated devices, programs or methods to submit entries is prohibited and Sponsor reserves the right, in its sole discretion, to disqualify any entry that it believes may have been submitted using such an automated device, program, or method. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend this Giveaway should a virus, bugs, entrant fraud or misconduct or other cause beyond the control of the Sponsor affect or corrupt the administration, integrity, security or proper operation of the Giveaway or to the extent Sponsor

deems necessary in order to comply with the terms of use or terms of service of any applicable social media platform or in connection with changes to such terms. In the event of termination of the Giveaway, a notice will be posted online and a random drawing to award the prizes will be conducted from among all eligible Entries received prior to the time of termination.

11. **DISPUTES:** All federal, state and local laws and regulations apply. By entering the Giveaway, each entrant agrees that (a) any and all disputes, claims, and causes of action arising out of or connected with the Giveaway, or any prizes awarded, will be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards will be limited to actual out-of-pocket costs incurred, including costs associated with entering the Giveaway, but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain any award for, and by entering each entrant waives all rights to claim punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants or of Sponsor in connection with the Giveaway, will be governed by, and construed in accordance with the laws of the State of North Carolina without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of North Carolina. Any legal proceedings arising out of or relating to this Giveaway or relating to these Official Rules will be instituted only in the federal or state courts located in the State of North Carolina, County of Mecklenburg, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these rules.
12. **WINNER'S NAME AND RULES REQUESTS:** For the name of the winners, available after June 8, 2018, or a copy of these Official Rules, send an email to [social@bojangles.com](mailto:social@bojangles.com) with a subject line of "E-Club National Buttermilk Biscuit Day Giveaway Winner Name Request" and include your specific request in the body of your email, or send a properly stamped, self-addressed envelope to E-Club Sweepstakes c/o Bojangles' Restaurants, Inc., 9432 Southern Pine Blvd., Charlotte, NC 28273, to be received no later than December 31, 2018.
13. **SPONSOR AND ADMINISTRATOR:** Bojangles' Restaurants, Inc., 9432 Southern Pine Blvd., Charlotte, NC 28273.

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