

**Bojangles' Biscuit Baller Giveaway**  
**OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. 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 Bojangles' Biscuit Baller Giveaway (the "Giveaway") is open only to legal residents of the 50 United States and D.C. who are 18 years of age or older at the time of entry. Owners and employees of Sponsor, Prize Provider, and each of their respective 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 information and 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 Wednesday February 13, 2019 at 8:00 a.m. (E.T.) and will end on Sunday February 17, 2019, at 11:59 p.m. (E.T.) (the "Entry Period"). Sponsor's computer is the official time keeping device for the Giveaway. All Mail-In Entries must be postmarked by February 17, 2019.

3. **HOW TO ENTER:**

**VIA WEBSITE:** To enter, you must, during the Entry Period: 1) upload a picture of you doing the pose specified at [BiscuitBaller.com](http://BiscuitBaller.com) (the "Website"); 2) add at least one sticker or frame available on the Microsite to the uploaded photograph; 3) choose an option to post the photo of you, now with the sticker(s) and/or frame to either your Twitter or Instagram account with the hashtags #BiscuitBaller # Sweepstakes and 2) enter your email address and zip code on the Website to join Bojangles' E-Club, even if you are an existing E-Club member (together a "Website Entry").

**VIA MAIL:** Hand print your name, complete mailing address with zip code, daytime phone number, email address, and "Bojangles' Biscuit Baller Giveaway," on a 3" x 5" card and mail in an envelope to: Bojangles' Biscuit Baller Giveaway 9432 Southern Pine Blvd., Charlotte, NC 28273. Mail-in entries (each, a "Mail In-Entry") must be postmarked by February 17, 2019. No responsibility is assumed by Sponsor for lost, late, illegible, incomplete, mutilated, stolen, postage-due or misdirected mail.

Proof of delivery or receipt of Website Entry or Mail In-Entry (each, an "Entry") will not be deemed by the Sponsor as proof of Entry into this Giveaway. Standard data charges may apply if

participating via your mobile device. Entries must comply with any applicable, including those located in these Official Rules or on the Twitter or Instagram websites, but not limited to all format and size requirements and the technical, creative, and legal requirements set forth in these Official Rules.

BY SUBMITTING AN ENTRY, THE ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ACROSS ANY OR ALL OF THE SPONSOR'S AND PROMOTION PARTIES' DIGITAL AND SOCIAL ASSETS, AT THE SPONSOR'S DISCRETION. Submission of an Entry grants the Sponsor and its agents the right to publish, use, adapt, edit, publicly perform and/or modify such Entry in any way, in any and all media, including for use in advertising and marketing, without limitation, and without consideration to the entrant.

4. ENTRY LIMIT; ODDS: Limit two (2) entries per person regardless of the method of entry. All Entries submitted become the sole property of Sponsor. Entries will not be acknowledged or returned. Odds of winning the Prize depend wholly on the Sponsor's judges' review and scoring of Entries in accordance with these Official Rules.

5. WEBSITE ENTRY GUIDELINES: By submitting an Entry, you agree that your submission is gratuitous and made without restriction, and will not place the Sponsor under any obligation. The Sponsor is free to disclose the Entry and the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. By acceptance of your submission, you acknowledge that the Sponsor does not waive any rights to use similar or related ideas previously known to the Sponsor, or developed by its employees, or obtained from sources other than you. The Sponsor reserves the right to, and may or may not, monitor/screen Entries. By entering, you acknowledge that the Sponsor has no obligation to use or post any Entry you submit. Sponsor further reserves the right to remove or delete any posted Entries if Sponsor determines, in its discretion, that such Entry is not compliant with these Official Rules. Sponsor reserves the right to disqualify any Entry which, in the Sponsor's sole discretion, does not meet the requirements of this section, or any other section of the Official Rules.

By submitting an Entry, you warrant and represent that it: (a) is your sole original work, (b) is wholly and solely owned by you, (c) has not been previously published, (d) has not won previous awards, (e) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; and (f) that publication of the Entry via various media including Web posting, will not infringe on the rights of any third party rights. Each entrant will indemnify and hold harmless, the Sponsor and Promotion Parties (defined below) from any claims to the contrary. Any entrant whose work includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including the Sponsor's use of such Entry, in a form satisfactory to administrator, upon request, prior to awarding of the Prize.

As determined by the Sponsor, in its sole discretion, Entries: (a) Must comply with these Official Rules and relevant social media posting guidelines; (b) Cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age

group, profane or pornographic, or contain nudity; (c) Cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (d) Cannot be obscene or offensive, endorse any form of hate or hate group; (e) Cannot promote terrorist acts such as providing instructions on how to assemble bombs, grenades and other such weapons or provide instructional information about illegal activities; (f) Cannot defame, misrepresent or contain disparaging or slanderous remarks about the Sponsor, its customers or its products, or other people, products or companies; (g) Cannot contain trademarks, logos or trade dress owned by others (except the Sponsor's), or advertise or promote any brand or product of any kind (except the Sponsor's), without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; (h) Cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art, stills, or images published on or in television, movies, the Internet or other media, except such materials owned by the Sponsor) without permission; (i) Cannot contain background artwork, unless it is an original work of the entrant; (j) Cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, other than the entrant, without permission; (k) Cannot communicate messages or images inconsistent with the positive images and/or goodwill to which the Sponsor wishes to associate; (l) Cannot depict, and cannot itself, be in violation of any law.

If the Sponsor, at any time, receives a complaint (including but not limited to a cease and desist letter, general letter of complaint, etc.) alleging intellectual property infringement in an Entry, the Sponsor reserves the right to remove such Entry at any point, without prior notice and Entry will be deemed void and ineligible to receive a prize.

ENTRIES POSTED TO THE WEBSITE, THROUGH THE WEBSITE, OR ON ANY SOCIAL MEDIA SITE ARE NOT EDITED BY THE SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF THE SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by the Sponsor does not constitute a general waiver of any obligation to entrants. The Sponsor reserves the right to waive the submission requirements set forth herein in its reasonable discretion.

6. PRIZE: One prize (the "Prize") will be awarded and will consist of the following:

- one (1) \$100 Bojangles' gift card (approximate retail value ("ARV") of \$100);
- one (1) Xbox One S with a Bojangles' "skin" (ARV of \$299);
- one (1) copy of NBA 2K19 (ARV of \$60), and
- one (1) 1-hour in-person lesson with a Bojangles' Master Biscuit Maker (no ARV). The total approximate retail value of the Prize is \$459

There is no substitution, transfer or cash equivalent for the prize, and must be accepted as awarded, except that the Sponsor may, at its sole discretion, substitute any portion or all of a prize, with a prize of comparable value or cash. An IRS form 1099 will be issued in the winner's name if required by law. Bojangles' promotional gift cards are subject to the terms and conditions indicated on the card(s).

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).

7. WINNER SELECTION: All eligible Entries received pursuant to these Official Rules will be combined and one (1) potential winner will be selected in a random drawing conducted by Sponsor or its agent on or after February 20, 2019.

GiveawayGiveaway8. WINNER NOTIFICATION: The potential prize winner will be notified via email address. If a potential prize winner does not respond to the notification within 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. Each potential winner will be required to provide to Sponsor a valid physical mailing address (not a P.O. Box) within the time stated in the email notification. 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, 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.

9. GRANT OF RIGHTS; PUBLICITY: By submitting an Entry, entrant hereby grants and assigns to Sponsor, its parent companies, affiliates, subsidiaries, agents and licensees (“Giveaway Entities”), an irrevocable right, and all title and interest in and to the Entry, whereby any of the Giveaway Entities may reproduce, publish, edit, market, store, adapt, assign, sell, dispose of, distribute, have distributed, publicly and privately display, communicate, publicly and privately perform, transmit, have transmitted, create derivative works based upon, and promote the Entry, or parts/exerts of the Entry (as such may be edited and modified by Sponsor in its discretion) in perpetuity, for editorial, commercial, promotional, and all other purposes (including posting on Sponsor-affiliated websites, any social media site, and/or other Sponsor-selected media). Entrant hereby disclaims any rights, including any copyright or other intellectual property right, in or to the Entry following the assignment contemplated in this section.

The Entry further constitutes entrant’s irrevocable permission for Sponsor and the Giveaway Entities to use the Entry (in its original or edited form), 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.

10. RELEASE AND LIMITATIONS OF LIABILITY: Sponsor their parent companies, affiliates, subsidiaries, agents and licensees, and each of their respective owners, officers, directors, employees, agents, servants, successors and assigns (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 Website, 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 and Twitter and Instagram 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 Website, Twitter, Instagram, and the Bojangles' Web Site, 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.

11. **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 the Website or in connection with changes to such terms. In the event of termination of the Giveaway, a notice will be posted online and the judging for the Prize will be conducted from among all eligible Entries received prior to the time of termination. In no event will more than the stated number of prizes be awarded.

12. 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 subject to arbitration under the commercial arbitration rules of the American Arbitration Association with arbitration to take place in Charlotte, North Carolina, the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these rules.

13. WINNER'S NAME AND RULES REQUESTS: For the name of the winners, available after April 1, 2019, or a copy of these Official Rules, send an email to [social@bojangles.com](mailto:social@bojangles.com) with a subject line of "Bojangles' Biscuit Baller Winner Name Request" and include your specific request in the body of your email.

14. SPONSOR AND ADMINISTRATOR: Bojangles' Restaurants, Inc., 9432 Southern Pine Blvd., Charlotte, NC 28273.

All Bojangles' trademarks are the property of Bojangles' International, LLC.

This Giveaway is in no way sponsored, endorsed or administered by, or associated with Twitter, Instagram. Any questions, comments, or complaints regarding this Giveaway shall be directed to Sponsor and not to Twitter or Instagram.