

TALK IT OUT "TAKE THE PLEDGE TO WIN A \$50 COOK OUT GIFT CARD" SWEEPSTAKES

OFFICIAL RULES

1. NO PURCHASE NECESSARY TO ENTER OR WIN. OPEN ONLY TO LEGAL U.S. RESIDENTS OF THE STATE OF NORTH CAROLINA. VOID WHERE RESTRICTED OR PROHIBITED BY LAW.

2. HERE'S HOW TO ENTER:

- (a) From October 5, 2020 at 12:01 a.m. through November 6, 2020 at 11:59 p.m. ET (the "Sweepstakes Period"), each person meeting the eligibility requirements (each an "Entrant", collectively, the "Entrants") will have the opportunity to enter Take the Pledge to Win a \$50 Cook Out Gift Card (the "Sweepstakes") at www.talkitoutnc.org/pledge (the "Web Site") by completing the online form and taking the pledge (the "Entry").
- (b) Any person may mail a three (3) inch by five (5) inch postcard with proper postage with Entrant's full name, address, city, state, zip code, day and evening phone numbers (including area code), e-mail address, and date of birth to: Talk It Out NC 400 East Tryon Road, Raleigh, NC 27610.
- (c) Limit one (1) entry per person.

3. ELIGIBILITY: Sweepstakes open to legal U.S. residents who are eighteen (18) years of age or older and reside in the state of North Carolina only. Employees, directors, officers and agents of Talk It Out NC ("Sponsor"), Cook Out, and each of their respective affiliates, subsidiaries, distributors, suppliers and advertising, promotional or judging agencies (collectively, the "Promotion Entities") and immediate family members of such employees are not eligible to win. Void wherever prohibited or restricted by law.

4. GENERAL RELEASE: No substitution of prize is offered, no transfer of the prize to a third party is permitted and non-cash prizes may not be redeemed for cash value. All federal, state, and local taxes on prizes are the sole responsibility of the prize recipient. Winners may receive an IRS Form 1099 for the retail value of the prize won. All other expenses related to the receipt and use of the prize not specifically mentioned herein are the sole responsibility of the Winner. No groups, clubs, or organizations may participate in this offer; or reproduce or distribute any portion of these rules to its members. The Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or Web Site; violates these Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Any attempt by any person to obtain more than the maximum number of entries permitted (whether per day or in total) by using multiple/different email addresses, identities, registrations and logins, automated entry services or any other method will void that person's entries and that person may be disqualified. Entry in Sweepstakes constitutes your agreement to abide by these rules. Entries may be subject to review prior to posting to the Web Site. The Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes if it is not capable of running as planned, including, but not limited to, the following reasons: infection by computer virus, tampering, unauthorized intervention, fraud, technical failures or any other problems beyond the control of the Sponsor, and Sponsor will have the right to award all Sweepstakes prizes based on the public judging results as of the time that any action is taken. In the event of a dispute as to the identity of a Winner, the entry will be deemed made by the authorized account holder. The "authorized account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. The Sponsor shall have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or any prize awarded. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes or the redemption, use or misuse of any prize. In the event of any dispute regarding the Sweepstakes rules, the decision of Sponsor is final.

5. ODDS OF WINNING: The odds of winning depend on the total number of eligible entries received.

6. WINNER SELECTION: Entries will be collected from October 5, 2020 until November 6, 2020. The Promotion Entities will randomly choose, from amongst all available Entries, the winning Entry whose Entrant was chosen (the "Winner"), subject to verification of eligibility. All prizes will be awarded.

7. PRIZES: The "Winner" will be awarded one (1) \$50.00 Cook Out Brand Gift Card, applicable at any participating Cook Out restaurants. Approximate Retail Value is \$50.00.

The Promotion Entities assume no liability or responsibility neither in connection with the safety or performance of any prize awarded hereunder, nor in connection with any warranty or representation therewith. In the event that any prize is rejected by a prizewinner, such prize will be awarded to another Entrant whose Entry will be randomly chosen, from against all eligible Entries, at the discretion of Sponsor.

8. WINNER NOTIFICATION/RELEASES: All prizes must be claimed within one (1) day of notification by signing and returning a Winner affidavit of eligibility and liability/publicity release or the prize will be forfeited, and an alternate Winner selected. Except where prohibited by law, acceptance of a prize constitutes Winner's permission for the Sponsor and any of the Promotion Entities to use Winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or

hereafter developed, in perpetuity, without further compensation.

9. JURISDICTION AND RELEASE BY PRIZE WINNER: The Sweepstakes shall be governed by and interpreted in accordance with the laws of the State of North Carolina applicable to promotions fully carried out within North Carolina. Except where prohibited by law, all Winners, by acceptance of a prize, agree to release the Sponsor and the Promotion Entities from any and all liability for claims, actions or proceedings for injuries or damages sustained in connection with the receipt, ownership or use of the prize or while traveling to, preparing for or participating in any prize-related activity. In the event any such claims are allowed, any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' and/or experts' fees; and Winners hereby waive all rights to claim punitive, incidental and consequential damages and any other damages (including attorneys' fees), other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Each Winner acknowledges that no other party nor any agent or attorney of any other party has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce the Winner to execute any document and Winners acknowledge that they have not executed any document in reliance on any such promise, representation or warranty not contained herein. Any waiver by the Sponsor and its affiliates of any term of any document in a particular instance shall not be a waiver of such term for the future. Each Winner agrees that the invalidity or enforceability of any part of any document shall in no way affect the validity or enforceability of any of the remainder of that document. By entering this Sweepstakes, you consent to the laws of North Carolina as the governing laws and to the exclusive jurisdiction of the courts of the state of North Carolina.

10. ENTRANT'S PERSONAL INFORMATION: Information collected from entrants is subject to the Sponsor's Privacy Policy located at <https://www.talkitoutnc.org/privacy-policy/>. Notwithstanding the immediately foregoing, by submitting an Entry, Entrant opts-in and consents to the receipt of marketing materials, emails and telephone solicitations from the Promotion Entities and their respective affiliates. **All future email and text communications will provide Entrants/recipients with the opportunity to opt-out of all other future email communications.** If you would like your name removed from telephone and other (non-email) marketing lists please send a written request to Talk It Out NC 400 East Tryon Road, Raleigh, NC 27610, Attn: Mailing List Removal and your name will be removed within 90 days of the request.

11. LIMITATIONS OF LIABILITY: The Promotion Entities assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof; (e) any injury or damage to entrants or to any other person's computer which may be related to or resulting from any attempt to participate in the Sweepstakes or download or upload of any materials in the Sweepstakes. Entrants (and any minor Entrant's parent or legal guardian) agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose.

12. SPONSOR: Talk It Out NC, 400 East Tryon Road, Raleigh, NC 27610.

13. WINNER LIST: For the names of the prize Winners, send a self-addressed, stamped envelope to: Take the Pledge to Win Cook Out Gift Card, Talk It Out NC, 400 East Tryon Road, Raleigh, NC 27610, prior to November 6, 2020.

14. NO PURCHASE NECESSARY TO ENTER. VOID WHERE RESTRICTED OR PROHIBITED BY LAW.