

**GOLDEN CHICK GOLDEN GIVEAWAY GAME (“PROMOTION”)
2017 OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. MANY WILL ENTER BUT ONLY A FEW (101) WILL WIN. BY PARTICIPATING, YOU (AND ANY MINOR PARTICIPANT’S PARENT OR LEGAL GUARDIAN FOR HIMSELF OR HERSELF AND ON BEHALF OF THE MINOR) ARE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTOOD THESE OFFICIAL RULES, AND AGREE TO BE BOUND BY THESE OFFICIAL RULES. AS MORE FULLY SET FORTH BELOW, YOU AGREE THAT ALL DISPUTES ASSOCIATED WITH THE PROMOTION WILL BE DECIDED BY BINDING ARBITRATION (SEE SECTION 10).

- 1. ELIGIBILITY:** Open to legal residents of Florida, Georgia, Oklahoma, South Carolina, and Texas who are sixteen (16) years of age, or the age of majority in their state of residence, whichever is older, with a valid driver’s license at the time of entry. The “Sponsor” of this Promotion is Golden Franchising Corporation. The following individuals are not eligible to enter or win a prize: employees, crewmembers, contractors, directors and officers of Golden Franchising Corporation, its parent, subsidiaries and affiliated companies, franchisees, web design, advertising, fulfillment, legal, judging, advertising and promotion agencies involved in the administration, development, printing, fulfillment and execution of this Promotion (collectively, “Promotion Parties”), and the immediate family members (spouse, parent, child, sibling, grandparent, and spouse or “step” of each), and those living in their same households (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Promotion). Void outside Florida, Georgia, Oklahoma, South Carolina, Texas and where prohibited.
- 2. PROMOTION PERIOD:** Game piece availability begins on May 29, 2017, and ends on August 20, 2017, or sooner if game sticker supplies run out (the “Promotion Period”).
- 3. HOW TO PLAY THE GAME:** To play the game you must get a game piece (a “Game Piece”) by either (i) purchasing a 30 oz. fountain drink at a participating Golden Chick restaurant during the Promotion Period, while Game Piece supplies last, or (ii) by submitting a request for a free Game Piece by mail as explained in Section 5 below. Each Game Piece contains: (1) an instant win game piece, consisting of either an instant win message for an instant win game prize (as defined below) (an “Instant Win Game Piece”), or an in-store offer (both, a “Game Piece”).

Peel back the game sticker to reveal the Game Piece on the cup. If a Game Piece states an instant win game prize message, then you have won the designated prize on the Instant Win Game Piece. If the Game Piece does not contain an instant win game prize message, then you are not a winner (subject to verification). The Game Piece will instead contain an in-store offer that you may use on your next visit.

4. INSTANT WIN GAME PRIZES:

LEVEL	PRIZE	Approximate Retail Value (“ARV”)*	QUANTITY AVAILABLE	APPROXIMATE ODDS OF WINNING
Grand	Gold Ford F-150 Pick-Up Truck (Standard Trim) or \$35,000*	Up to \$50,000	1	1:2,438,102
First	Gold Yeti Rambler 30 oz. Tumbler	\$49.89	100	1:24,381

*** Grand Prize includes Winner’s choice of ONE (1) of the following options:**

Option 1: A Gold Ford F-150 Pick-Up Truck (Standard Trim). ARV: \$50,000.

Option 2: A check in the amount of \$35,000 issued to the Winner.

All product and brand names are trademarks or registered trademarks of their respective companies, which are not sponsors, co-sponsors, administrators of, or affiliated with this Promotion or the Sponsor.

5. **HOW TO REQUEST A GAME PIECE BY MAIL WITHOUT MAKING A PURCHASE:** To request a Game Piece by an alternate method of entry (“AMOE”) without purchase, while Game Piece supplies last, mail a self-addressed stamped envelope (“SASE”) to: Golden Chick Golden Giveaway Game, P.O. Box 329, Elmhurst, IL 60126. **DO NOT SEND ANY WINNING GAME PIECES, COMMENTS OR QUESTIONS TO THIS MAILING ADDRESS.** SASEs must be handwritten and postmarked by August 21, 2017, and received by August 28, 2017. Proof of sending will not be deemed to be proof of receipt by Sponsor. No mechanical reproductions will be accepted. Sponsor is not responsible for lost, late, illegible, invalid, misdirected, mutilated, incomplete, or postage-due mail/requests, which will be disqualified. **Limit one (1) mail-in request per outer postmarked envelope.**
6. **PRIZES AND RESTRICTIONS:** Approximately 2,438,102 Game Pieces are available for distribution (via in-store purchases and mail-in AMOE). The number of Game Pieces and prizes available will decrease throughout the Promotion Period as Game Pieces are distributed and prizes are claimed.

No cash equivalent, transfer, or substitution of any prize is offered, except at the sole discretion of the Sponsor. Sponsor reserves the right in its sole discretion to substitute a prize in whole or in part with one of comparable or greater value. **Winners are solely responsible for any taxes on their respective prize(s), and a winner of any prize valued at \$600 or more will need to provide information sufficient to be issued an IRS Form 1099 reporting the value of their prize (including their taxpayer identification number).** All costs and expenses associated with prize acceptance and use not specifically provided for herein are the responsibility of the winner. ARVs are as of the date these Official Rules were finalized and may fluctuate. Any difference between the stated ARV and actual value at the time the prize is awarded will not be awarded.

Grand Prize Winner must be sixteen (16) years of age, or the age of majority in their state of residence, whichever is older, to claim the prize.

If Grand Prize Winner selects the Gold Ford F-150 Pick-Up Truck: They must have a valid driver’s license at the time of entry. Grand Prize Winner must present a current valid driver’s license and proof of insurance prior to taking possession of vehicle; failure to present or show these may result in prize forfeiture. Grand Prize Winner is solely responsible for title, taxes, destination charges, license, registration, insurance, and other fees associated with the automobile, including any travel or transportation costs associated with collecting the vehicle. All costs not expressly stated in these Official Rules as being awarded are the sole responsibility of the winner. Grand Prize Winner will be provided instruction to obtain his/her vehicle at a Ford dealership to be determined by Sponsor. Grand Prize Winner must take delivery of vehicle at the location designated by Sponsor, within thirty (30) days of notification that dealership has received the vehicle. The vehicle will be awarded in “as-is” condition, subject to any warranty provided by Ford Motor Company. Vehicle will be delivered with standard equipment, as described above, and any accessories, upgrades, and options are not included and will only be added at the sole expense of the Grand Prize Winner. Sponsor does not make, nor in any manner is responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prizes including but not limited to their quality, fitness for a particular purpose, or mechanical condition.

If Grand Prize Winner selects the \$35,000 Check: The prize will be issued to the winner at the address supplied during verification after the winner is verified (see section 8 below).

Total ARV of all prizes in this Promotion is: \$54,989.

7. PRIZE CLAIM INSTRUCTIONS:

INSTANT WIN PRIZE CLAIMS

DO NOT GIVE AN INSTANT WIN GAME PIECE TO A GOLDEN CHICK CREWMEMBER, THEY ARE NOT AUTHORIZED TO VERIFY OR COLLECT YOUR INSTANT WIN GAME PIECE(S). Write your name, address (no P.O. boxes please), city, state, ZIP Code, phone number, email address (optional) and date of birth on a 3” x 5” card. Make and retain a copy of your Game Piece(s), and mail the 3” x 5” card and **original** Instant Win game piece(s) to: Golden Chick Golden Giveaway Game Prize Claim, P.O. Box 736 Elmhurst, IL 60126. It is recommended that you use a traceable method such as registered mail to send in your prize claim. All mailed prize claims must be received by September 20, 2017, or prize will be forfeited in its entirety and will not be awarded. Proof of mailing does not constitute proof of delivery. Sponsor is not responsible for

lost, late, illegible, invalid, misdirected, mutilated, incomplete, or postage-due mail, which will be disqualified. Instant Win Prize claims will not be reviewed or verified until after the Promotion has ended.

FOR IN-STORE OFFERS

Give your Game Piece with an in-store offer to the cashier on your next visit to a participating Golden Chick restaurant to claim the in-store offer. Offers are not valid in combination with any other offer, discount, or coupon. Limit one (1) offer redemption per person per restaurant visit. For the purposes of redeeming an offer, all visits to the same restaurant within a two-hour period are deemed to constitute a single visit. All offers must be redeemed in a participating restaurant no later than September 6, 2017.

- 8. ALL PRIZE CLAIM SUBMISSIONS:** No reproductions of Game Pieces will be accepted or Game Pieces from any other promotion. Game Pieces submitted for redemption become the property of Sponsor and will not be returned. Claims are subject to verification and anti-fraud detection devices may be used to verify the winning Game Pieces. Any Game Piece will be automatically void if it fails to pass anti-fraud detection measures, or if it is determined to be mutilated, mechanically reproduced, photocopied, forged, altered, defaced, tampered with, stolen, un-issued, unauthorized, or illegible in any way, if it contains printing, production, mechanical, typographical, or other errors, or if it is obtained outside authorized channels. Sponsor's decision regarding voiding such a Game Piece is final and binding. No prize or offer will be awarded to the holder of any Game Piece that is determined to be void. An instant win prize claim will not be reviewed or verified until after the Promotion has ended. The Grand Prize Winner will be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release within ten (10) calendar days of attempted notification, or prize may be forfeited. If a Grand Prize Winner is a minor in his or her jurisdiction of residence, the prize may be awarded in the name of, or to, the Grand prize Winner's parent or legal guardian who must execute all documents and agree to all obligations and undertakings of Grand Prize Winner, both on behalf of himself/herself and the Grand Prize Winner, or the prize may be forfeited. Instant Win First Prizes will be shipped within 4 – 6 weeks of verification pending a full mailing address was supplied at time of prize claim. If any prize or prize correspondence is not returned within the required time period, or is returned as non-deliverable, prize may be forfeited. Unclaimed prizes will not be awarded. Sponsor's decisions shall be final and binding on all matters relating to the Promotion.
- 9. RELEASE AND GENERAL TERMS:** Bulk purchases of 30 oz. cups (i.e., sold in sleeves, packs, boxes, etc.) will not be available during the Promotion Period. If a participating Golden Chick restaurant exhausts its stock, if any, of 30 oz. fountain drink cups featuring Game Pieces during the Promotion, replenishment of promotional fountain drink cups will depend on availability. Sponsor is not responsible for late, lost, misdirected, mutilated, incomplete, illegible, or postage-due Game Piece requests, prize claims, or mail. Sponsor is not responsible for any change of mailing address, email address and/or telephone number of entrants. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation as stated herein, or with any provision in these Official Rules. Participant assumes all risk of loss to or destruction of Game Piece, and any delay and misdirection of prize claim documents and are advised to obtain insurance where appropriate. In the event of a printing, production or typographical error, irregular, or invalid code/message or computer error, neither Sponsor, the Promotion Parties, or printers of the Game Pieces, or their respective agents or agencies shall have any liability except as described in the following sentence. Liability of Sponsor, the Promotion Parties, or printers of the Game Pieces, or their respective agents or agencies, for an official Game Piece containing printing or other errors that is rendered invalid due to any type of malfunction, technological or otherwise, is limited to replacement with any Game Piece, while supplies last. Game Pieces are void if obtained where prohibited by law. No more prizes than the prizes stated in these Official Rules will be awarded, and if there are more verified prize claims received for any prize level than the number of prizes being offered, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. In the event Sponsor is prevented from continuing with the Promotion, or the integrity and/or feasibility of the Promotion is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute, or strike, acts of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures, or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel, or terminate the Promotion without any further obligation. By participating in this Promotion and submitting a prize claim, each entrant (and entrant's parent/legal guardian if entrant is an eligible minor in his or her jurisdiction of residence) agrees: (i) to be bound by these Official Rules, including all prize claim requirements; (ii) to hold Sponsor, its representatives, directors, officers, agents, divisions, affiliates, subsidiaries, advertising and promotional

agencies, employees, crewmembers and assigns (collectively, the "Released Parties"), harmless against any and all claims, injuries, damages, losses and liability that may occur (including without limitation, property, damage, death and bodily injury), directly or indirectly, in whole or in part, from participation in the Promotion, the unauthorized or illegal access to personally identifiable or sensitive information, or from the receipt or use of any prize, or any travel or activity related to the receipt or use of any prize; and (iii) that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law relative to any prize, including but not limited to its quality, mechanical condition, or fitness for a particular purpose. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.

10. BINDING ARBITRATION: Any controversy or claim arising out of or relating to the Promotion shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Texas law (without regard to conflicts of laws principles), consistent with the Federal Arbitration Act, and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS PROMOTION IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

BY PARTICIPATING IN THE PROMOTION, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

11. DISCLAIMER OF WARRANTIES: THE PROMOTION PARTIES MAKE NO WARRANTIES, AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING ANY PRIZE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AND THE PROMOTION PARTIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO THE

IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

- 12. PUBLICITY:** Except where prohibited by law, by entering or accepting a prize, entrants/winners (or a winner's parent/legal guardian, if winner is an eligible minor) grant permission for Sponsor, its affiliates, and those acting under its authority to use their name, and address (city and state), photograph, voice and/or likeness, for advertising and/or publicity purposes, in any and all media (including posting on website) now known or hereinafter invented without territorial or time limitations and without further notice to and without additional compensation, prize, incentive, consent or review. If you are selected as a winner, your information may also be included in a publicly-available winners list. Except as otherwise contemplated in these Official Rules, entrants/winners contact information collected by Sponsor in connection with the Promotion will be used by Sponsor in accordance with Golden Chick's Privacy Policy found at goldenchick.com.
- 13. WINNERS LIST REQUEST:** For names of prize winners, send a self-addressed, stamped envelope for receipt to: Golden Chick Golden Giveaway Game Winners, P.O. Box 1095, Elmhurst, IL 60126. Requests must be received by August 31, 2017.
- 14. SPONSOR:** Golden Franchising Corporation, 1131 Rockingham, Ste. 250, Richardson, TX 75080.

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