

Mother's Day \$1,000 Sweepstakes
OFFICIAL RULES

No Purchase Necessary to Enter or Win. VOID WHERE PROHIBITED BY LAW OR REGULATION. PARTICIPANTS MUST BE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. One entry per person/family. You understand that you are providing your information to Spaghetti Warehouse.

1. DESCRIPTION: The (the **"Sweepstakes"**) begins on May 13 at 12:01 a.m. Time ("PT") and ends at 11:59 p.m. PT (the **"Sweepstakes Period"**). (San Antonio Tx location will have a second registration period of May 10). There will be one winner of \$1,000. Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Spaghetti Warehouse, 1815 N. Market St, Dallas TX 75202 (the **"Sponsor"**), whose decisions shall be final and legally binding in all respects.
2. ELIGIBILITY:
This Sweepstakes is open to legal residents of the United States and the District of Columbia who are eighteen (18) years of age or older at the time of entry and who reside in the United States at the time of entry. Employees, officers, and directors of Sponsor, Sweepstakes prize suppliers, and each of their affiliated companies, subsidiaries, licensees, franchisees, distributors, dealers, sales representatives, retailers, printers, individuals engaged in the development, production or distribution of materials, their advertising and promotion agencies, and any and all other companies associated with the Sweepstakes agents (collectively, the **"Sweepstakes Entities"**), and each of their immediate family members (as defined by the IRS) and/or people living in the same household are not eligible to participate. All eligibility is subject to all federal, state, and local laws and regulations. All entries submitted are the property of the Sponsor. The Sponsor's database clock will be the timekeeper for this Sweepstakes.
3. HOW TO ENTER:
Visit any Spaggett Warehouse location and enter the Sweepstakes by completing a registration form. Spaghetti Warehouse will randomly draw one winner. One entry per person.
Alternate means of entry: You may enter by sending a index card containing the message SW Loves Moms and include your complete name, full mailing address, telephone number email address (if available) and your age, and mail in a standard #10 envelope to: Sw Loves Moms Sweepstake, Spaghetti Warehouse 1815 N. Market St, Dallas TX 75202. All entries must be received by Monday, May 21. Sponsor is not responsible for lost, late, mutilated or postage due mail.

All entries are subject to verification by the Sponsor. Entries that do not meet the specifications, or description specifications, or otherwise do not comply with the Official Rules herein may be automatically disqualified. Incomplete, illegible or mutilated entries will be automatically disqualified. No responsibility is assumed for lost, late, misdirected, damaged, altered photos or illegible entries. Any attempted form of entry other than as described herein is void. Sponsor will determine in it sole discretion, what constitutes a valid entry. All materials submitted become the property of the Sponsor and will not be returned

or acknowledged.

Sponsor reserves the right to cancel or modify the Sweepstakes if fraud or technical failures destroy the integrity of the Sweepstakes as determined by the Sponsor, in its sole discretion, and to award the prizes based on eligible entries received prior to the cancellation.

4. **PRIZE/ODDS:** Only the number of prizes listed below will be awarded in this Sweepstakes. Odds of winning depend on the number of eligible entries received.
There will be one winner of \$1,000. Winner is responsible any taxes or expenses.

PLEASE NOTE: Acceptance of prize constitutes permission (except where prohibited by law) to use each winner's name, hometown, photo, voice, prize won and Sweepstakes responses for purposes of advertising, promotion and publicity without additional compensation. Submission of an entry grants the Sponsor and their agents the right to record, copy, publish, use, edit, exhibit, distribute, perform, merchandise, license, sublicense, adapt and/or modify such entry in any way, in any and all media, without limitation and without any compensation to the entrant. Submission of an entry further constitutes the entrant's consent to irrevocably assign and transfer to Sponsor any and all rights, title and interest in the entry, including, without limitation by listing, all copyrights. Winner is responsible for any and all local, state and/or federal taxes, as well as any other costs and expenses not specified herein as being awarded. Prize will be awarded only if the potential prizewinner fully complies with these Official Rules. Prizes are non-assignable and non-transferable.

5. **WINNER SELECTION AND NOTIFICATION:** **One winner will be drawn in the random drawing on May 23, 2018.** Conduct of the Sweepstakes is under the supervision of the Spaghetti Warehouse. The prizewinner will be notified in person and/or by phone and/or by email or mail using the contact information provided at the time of entry. Prizewinner is required to provide a completed and signed W-9 form before the prize can be awarded. Sponsor shall have no liability for any potential prizewinner notification that is lost, intercepted or not received by any potential prizewinner for any reason. If, despite reasonable efforts, any potential prizewinner does not respond within (3) days of the first notification attempt, or if the prize notification is returned as unclaimed or undeliverable to such potential prizewinner or a completed and signed W-9 is not submitted, such potential prizewinner will forfeit her prize and an alternate winner may be selected. If any potential prizewinner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential prizewinner will be disqualified and an alternate prize winner may be selected. Prizewinner will also receive a 1099 form to file in accordance with IRS rules.

6. **DISQUALIFICATION/FORCE MAJEURE:** Sponsor is not responsible for lost, late, mutilated, misdirected, illegible, incomplete, inaccurate, or stolen, submissions or prize notifications. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any

other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. Sponsor will determine winners based on Sweepstakes conducted based on non-suspect entries. to award prizes. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

7. LIMITATION OF LIABILITY: Sponsor and the Sweepstakes Entities (the "**Released Parties**") are not responsible for, and entrant hereby releases the Released Parties from any claims arising from: (i) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iii) unauthorized human intervention in any part of the entry process or the Sweepstakes; (iv) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries; (v) any injury or damage to persons or property, including but not limited to entrant's computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes and (vi) use of any prize.
8. DISPUTES: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class

action, and exclusively by the appropriate federal or state court of Texas; (2) 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' fees; and (3) unless otherwise prohibited, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

WINNERS LIST/OFFICIAL RULES: To obtain a copy of these Official Rules (print this page) and/or any legally-required winners list, send a self-addressed stamped envelope to: SW Loves Families Sweepstakes, 1815 N. Market St, Dallas TX 75202. All such requests must be received by June 1, 2018.

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Privacy Policy (see below):

Our postal address is 1815 N. Market St., Dallas TX 75202

We can be reached via e-mail at info@meatballs.com or you can reach us by telephone at 972-536-1900. For each visitor to our Web page, our Web server automatically recognizes no information regarding the domain or e-mail address. We collect the e-mail addresses of those who communicate with us via e-mail, information volunteered by the consumer, such as survey information and/or site registrations.

The information we collect is used by us to contact consumers for marketing purposes only. With respect to cookies: We do not set any cookies. If you do not want to receive e-mail from us in the future, please let us know by sending us e-mail at the above address. If you supply us with your postal address on-line you may receive periodic mailings from us with information on new products and services or upcoming events. If you do not wish to receive such mailings, please let us know by calling us at the number provided above. Please provide us with your exact name and address.

We will be sure your name is removed from the list we share with other organizations. Persons who supply us with their telephone numbers on-line will only receive telephone contact from us with information regarding orders they have placed on-line. Please provide us with your name and phone number. We will be sure your name is removed from the list we share with other organizations. Upon request we offer visitors no ability to have factual inaccuracies corrected in information that we maintain about them. If you feel that this site is not following its stated information policy, you may contact us at the above addresses or phone number.