

Bojangles' Biscuit Bracketology 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 Bojangles' Biscuit Bracketology 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 a 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 Monday, March 18 at 12:00 p.m. EST and will end on Monday, April 1, 2019, at 3:00 p.m. EST (the "**Microsite Entry Period**") for all Entries submitted via the designated microsite and will begin on March 18, 2018, and will end on March 30, 2019 for all mail-in Entries (the "**Mail-In Entry Period**"). Sponsor's computer is the official time keeping device for the Giveaway.

3. **HOW TO ENTER:**

VIA MICROSITE: To enter, you must, during the Microsite Entry Period: complete a vote on the designated microsite (each, an "**Entry**"). You can do this at no cost by visiting Bojangles.com/BiscuitBracketology (the "**Web Site**").

VIA MAIL: Hand print your name, complete mailing address with zip code, daytime phone number and email address on a 3" x 5" card and mail in an envelope to: Bojangles' Biscuit Bracketology, 9432 Southern Pine Blvd., Charlotte, NC 28273. Mail-in entries (each also an "**Entry**") must be postmarked by March 30, 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 Entry will not be deemed by the Sponsor as proof of Entry into this Sweepstakes. Standard data charges may apply if participating via your mobile device. Entries must comply with any applicable submission requirements located at the Web Site including, 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 OTHER RELEASED 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 one (1) entry per person per day. All Entries submitted become the sole property of Sponsor. Entries will not be acknowledged or returned. Odds depend on number of Entries received.

5. **PRIZES:** One grand prize will be awarded consisting of an Xbox One X console, a Bojangles' branded "skin" for the Xbox One X and a \$50 American Express gift card. Two 2nd place prizes will be awarded, each consisting of a \$50 Bojangles' gift card. The total approximate retail value of all prizes is \$550.

There is no substitution, transfer or cash equivalent for the prizes, 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. Gift cards are only redeemable at participating locations and subject to its stated terms and conditions. An IRS form 1099 will be issued in each winner's name if required by law.

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:** Three potential winners will be selected in a random drawing conducted by Sponsor or its agent from all eligible Entries received during the Microsite Entry Period and Mail-In Entry Period. The drawing will occur on or about April 2, 2019.

7. **WINNER NOTIFICATION:** Potential prize winners 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 winners are subject to verification. Each potential winner will be required to provide to Sponsor a valid mailing address within the time stated in the email notification. Potential winners may, in 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, such potential winner will be disqualified and an alternate winner selected from the remaining eligible Entries received.

8. **GRANT OF RIGHTS; PUBLICITY; USE OF INFORMATION:** 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. All information regarding entrants collected by Sponsor and/or its agents and contractors will be subject to Sponsor's privacy policy located at <http://www.bojangles.com/legal/privacy> (the "**Privacy Policy**"). By entering the Giveaway, each entrant agrees that information submitted in connection with the Giveaway may be used as permitted pursuant to the Privacy Policy, and otherwise in connection with the administration of the Giveaway.

9. **RELEASE AND LIMITATIONS OF LIABILITY:** Sponsor, its parent companies, affiliates, subsidiaries, agents and licensees, and each of their respective owners, officers, directors and employees (collectively, the "**Released Parties**") including Microsoft Corporation, Simply Orange, Inc., and The Coca-Cola Company and its bottlers 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 Web Site or the microsite, 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 BracketPro 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 any 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 microsite or the 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 prizes. 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 Mecklenberg, 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. **WINNERS' NAMES AND RULES REQUESTS:** For the names of the winners, available after May 1, 2019, or a copy of these Official Rules, send an email to social@bojangles.com with a subject line of "Biscuit Bracketology Winner Name Request" and include your specific request in the body of your email.

13. **SPONSOR:** Bojangles' Restaurants, Inc., 9432 Southern Pine Blvd., Charlotte, NC 28273.

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

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