

# Milo's

## Contest Rules

NO PURCHASE NECESSARY.

Milo's is looking to grow it's following on Instagram by giving away free Milo's for one year and a Yeti cooler with Milo's merchandise.

### **ELIGIBILITY**

The Contest is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Milo's The Original and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations and is void where prohibited. Participation in the Contest constitutes entrants full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

Sponsor: Milo's The Original, 828 Columbiana Road, Homewood, Alabama 35209.

### **HOW TO ENTER**

One must like, follow, and tag others within the original Instagram post for entry into the contest. One tag counts for one entry. Multiple entries allowed.

### **CONTEST**

The only criterion for winning a prize will be to like, follow, and tag others within the original post. One tag counts for one entry. Multiple entries allowed. On or about May 20, 2019, the Sponsor will select one potential winner in a random drawing from among eligible entries received. The odds of being selected will depend on the number of entries. The Sponsor will attempt to notify the potential winner via email on or about May 20, 2019. The winner must pick up the prize from a Milo's location nearest them within 10 days of announcement. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries.

### **CONTEST PRIZES**

Milo's for one year (2): 52 coupons redeemable for one combo meal at any Milo's Hamburger Shop location. Coupons expire within one year.\* Maximum prize value: \$450.

Yeti cooler with a Milo's hat, t-shirt, coffee mug, koozie, and \$200 Milo's gift card. Prize value: around \$650.

The potential prize winners will be notified through Instagram. If a potential winner cannot be contacted, or fails to submit the Declaration of Compliance within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits prize. If the potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to fulfill any other requirements imposed on winner set forth herein. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held after which the prize will remain un-awarded. Prizes will be fulfilled approximately 2 weeks after the conclusion of the Contest.

### **GENERAL CONDITIONS**

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or terminate the Contest and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be as violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney fees) and any other remedies from any such person the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

### **RELEASE AND LIMITATIONS OF LIABILITY**

By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotional partners, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider, network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; unauthorized human intervention in the Contest; mechanical, network, electronic, computer, human, printing or typographical errors; application downloads, any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the incorrect downloading of the

application the processing of entries application downloads or in any Contest-related materials; or injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorneys fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

### **PUBLICITY**

By entering the Contest, Entrants agree to participate in any media or promotional activity resulting from the Contest as reasonably requested by the Sponsor and agree and consent to use of their name and/or likeness by the Sponsor. The Sponsor will contact Entrants in advance of any media request for interviews.

The entries may also be used for press and media purposes and Entrant agrees to waive any rights and not assert any intellectual property rights in the entry. The Sponsor reserves the right to publish the name and likeness of the Winners for publicity purposes.

### **CONSUMER CREATED CONTENT**

If entry in the Contest includes creative material from the participant, including but not limited to, consumer created content, by submitting your entry: (1) you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place the company or Contest sponsors under any fiduciary or other obligation, that the company is free to disclose the ideas on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you; (2) you acknowledge that, by acceptance of your submission, the company and contest sponsors do not waive any rights to use similar or related ideas previously known to sponsor, or developed by their employees, or obtained from sources other than you; (3) you are verifying that you are the owner and producer of the submitted material and that no third party ownership rights exist to any material submitted, and (4) you are hereby granting the company and the Sponsor a perpetual, non-exclusive, royalty-free, right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, have distributed and promote such content in any form, in all media now known or hereinafter created for any purpose.

### **DISPUTES**

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Alabama. All issues and questions concerning construction, validity interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Alabama, without giving effect to any choice of law or conflict of law rules, which cause the application of the laws of any jurisdiction other than Alabama.