

CHILI'S CREATE-A-PEPPER 2019 CONTEST

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW OR REGULATION. PARTICIPANTS MUST BE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY

You are providing your information to Chili's Grill & Bar (a Brinker International, Inc. restaurant brand) and Brinker International Payroll Company, L.P. (collectively, "**Sponsor**"). The information you provide will only be used in accordance with the Chili's Privacy Policy and its Terms & Conditions, which may be viewed at <http://www.brinker.com>.

1. CONTEST TIMING: The Chili's Create-A-Pepper Contest (the "**Contest**") entry period begins on Thursday, August 29, 2019 at 12:01:00 a.m. Eastern Time ("ET") and ends on Monday, September 30, 2019 at 11:59:59 p.m. ET (the "**Entry Period**").

2. ELIGIBILITY: This Contest 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, except residents of Rhode Island. Residents of Rhode Island are not eligible and are prohibited from participating in the Contest. Employees, officers, and directors of Sponsor, Judges, St. Jude Children's Research Hospital, and each of their affiliated companies, subsidiaries, licensees, franchisees, distributors, dealers, sales representatives, their advertising agencies, and any and all other companies associated with the Contest, (collectively, the "**Contest Entities**"), and each of their immediate family members and/or people living in the same household are not eligible to participate. All eligibility is subject to all federal, state, provincial and local laws and regulations. All entries submitted are the property of the Sponsor.

3. ENTRY: You may enter the Chili's Create-A-Pepper Contest 2019 by: posting an image of a "Create-A-Pepper" sheet featuring your original design and/or artwork to a publicly accessible social media account hosted on Facebook, Instagram, or Twitter; and including the hashtag #CreateAPepper with the social media post, during the Entry Period. Each person posting an image of a Create-A-Pepper sheet to a publicly available Facebook, Instagram or Twitter account with the hashtag #CreateAPepper and complying with all other entry and eligibility requirements set forth in these Official Rules will be considered an "**Entrant**." Failure to include the hashtag #CreateAPepper with the image will disqualify the entry.

"Create-A-Pepper" sheets are available for a one dollar (\$1.00 USD) donation at all participating Chili's restaurants during the Entry Period. Entrants may also draw and/or create their own "Create-A-Pepper" sheet to design and submit for entry into the Contest. Such "Create-A-Pepper" sheets must be white in color and no larger than 8 ½ inches by 11 inches.

No purchase is necessary to enter or win. Limit one entry per Entrant per day over the Entry Period, with a maximum ten (10) entries per Entrant during the entire Entry Period. Any and all entries that exceed the Entrant maximum shall be void and disqualified from the Contest.

Entry in the Contest does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Contest, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor whose decisions shall be final and legally binding in all respects.

If you opt to access the contest via your wireless mobile device (only available via participating wireless carriers), data rates may apply for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Contest. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions. Sponsor is not responsible for any charges.

Entrant's Representations: By entering a Create-A-Pepper image, you represent and warrant that the submission does not infringe the rights of any third party and the submission has not been previously published in any medium.

Prohibited Content: Create-A-Peppers must be the original artwork of the Entrant and not violate the rights of any other party, including but not limited to intellectual property rights or rights of privacy/publicity. Use of any copyright or trademark elements owned by a third party may be disqualified at the Sponsor's sole discretion.

Entry submissions may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- (a) is sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contains nudity;
- (b) promotes illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- (c) is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submission;
- (d) defames, misrepresents or contains disparaging remarks about other people or companies;
- (e) contains any personal identification, such as personal names or e-mail addresses;
- (f) communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or

(g) infringes the rights of any third party;

(h) violates any law.

License: By submitting a Create-A-Pepper entry, Entrants grant Sponsor and/or the participating partners of the Contest, if any, a perpetual, worldwide, irrevocable, royalty-free license to transform, edit, modify, reproduce, distribute, transmit, publish, broadcast, perform, display, or otherwise use the entry with or without modifications, in any form or medium whether now existing or later developed.

All entries are subject to verification and approval by the Sponsor. Entries that do not meet the requirements specified below or otherwise do not comply with the Official Rules herein may be disqualified. Any attempted form of entry other than as described herein is void. Sponsor will determine in its sole discretion, what constitutes a valid entry.

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

Entry Notes: Entries made on another's behalf by any other individual or any other entity, including but not limited to commercial contest/sweepstakes subscription notification and/or entering services, will be declared invalid and disqualified for this Contest. Tampering with the entry process or the operation of the Contest is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. By entering, all Entrants release the Sponsor from and against all claims and damages arising in connection with each Entrant's participation and/or entry in the Contest and/or his/her receipt or use of the prize awarded in this Contest.

Sponsor is not responsible for problems downloading or uploading of any Contest-related information to or from the web site or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an Entrant's ability to participate in this Contest.

4. WINNER SELECTION: All eligible entries will be judged between Tuesday, October 1, 2019 and Thursday, October 3, 2019 by a panel comprised of Sponsor employees (the "**Judges**") to determine the Grand Prize, Second Prize and Third Prize winners. Entries will be judged based on originality and creativity. The decisions of the Judges are solely the Judges' discretion and final.

5. PRIZES: All potential Prize Winners will be announced on or about Friday, October 4, 2019 on Chili's Facebook, Instagram and Twitter accounts. Only the prizes listed below will be awarded in this Contest.

Prizes will be awarded to the persons who submit the winning entries. The recipient of any of the prizes listed below is a "Prize Winner."

One (1) Grand Prize: Roundtrip economy class airfare for Prize Winner and one guest, age 18 or older, from the major commercial airport closest to the Prize Winner's permanent residence to Memphis, Tennessee; two night's hotel accommodations at The Peabody Memphis in Memphis, Tennessee; a guided tour of the St. Jude Children's Research Hospital; \$500 cash for food, incidentals and local transportation; and winning entry will be displayed in the St. Jude Children's Research Hospital for not less than one month. Dates of travel and tour to be mutually agreed upon by Prize Winner and St. Jude Children's Research Hospital. Approximate retail value of prize: _____.

One (1) Second Prize: A one-hundred dollar (\$100.00 USD) gift card to Chili's Grill & Bar; and gift bag of Chili's and/or St. Jude Children's Research Hospital-branded merchandise valued at approximately one-hundred dollar and fifty (\$150). Second Prize Winner's entry will be displayed in the St. Jude Children's Research Hospital for not less than one month.

One (1) Third Prize: A fifty dollar (\$50.00 USD) gift card to Chili's Grill & Bar; and gift bag of Chili's and/or St. Jude Children's Research Hospital-branded merchandise valued at approximately one hundred dollars (\$100). Third Prize Winner's entry will be displayed in the St. Jude Children's Research Hospital for not less than one month.

PRIZE NOTES: All taxes on prizes are the Prize Winners' sole responsibility. Prizes are not transferable or redeemable for cash, and must be accepted as awarded. Sponsor reserves the right to make equivalent substitutions as necessary, due to circumstances not under its control.

6. WINNER NOTIFICATION: Conduct of the Contest is under the supervision of the Sponsor and the Judges. Potential Prize Winners will be contacted by direct message to the social media account from which their winning entry was submitted ("Initial Notification"). Potential Prize Winners will be required to sign an affidavit of eligibility/publicity and liability release, and to complete an IRS Form W-9, and return all properly executed, within ten (10) calendar days of receipt as a condition of awarding the prize. Any Prize Winner awarded a prize with a prize value of \$600 or more will receive an IRS Form 1099-MISC. Sponsor shall have no liability for any potential prize winning notification that is lost, intercepted or not received by any potential winner for any reason. If, despite reasonable efforts, any potential prize winner does not respond within ten (10) calendar days of the Initial Notification, or if the prize notification is returned as unclaimed or undeliverable to such potential prize winner, an alternate winner may be selected. Alternate winner will be defined as the first runner-up as determined by the Judges. If any potential Prize Winner 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 Prize Winner will be disqualified and an alternate Prize Winner may be selected.

7. PUBLICITY RELEASE/ASSIGNMENT OF RIGHTS:

Acceptance of any Prize constitutes Prize Winner's permission for the Contest Entities to use prize winner's entry materials, name, photograph, likeness, voice, biographical information, and statements (collectively, the "Attributes"), for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization, (except where prohibited by law), and releases the Contest Entities from all claims arising out of the use of such Attributes.

Each Entrant and Prize Winner: (i) grant to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her entry, in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to his/her entry in favor of the Sponsor; and (iii) agrees to release and hold harmless the Releasees from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action that relate in any way to the Entry. The Sponsor reserves the right, in its/their sole and absolute discretion and at any time during the Contest, to modify, edit or remove any entry if a complaint is received with respect to the entry, or for any other reason. If such an action is necessary, then the Sponsor reserves the right, in its sole and absolute discretion, to remove the entry from the Contest.

The Prize Winners further agree to make themselves available and pose for such photographs, recordings, and videotapes as Sponsor or its designees shall request at no additional expense, and the Prize Winners understand, acknowledge, and agree that no such photographs, recordings, motion pictures, and videotapes or other uses of the prize winner's name, likeness, and voice or any advertising copy, recording, or artwork will be submitted to the prize winner and that the prize winner will have no right of approval thereof.

8. DISQUALIFICATION: Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process, the voting process, or the operation of the Contest; to be acting in violation of these Official Rules; to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest; or to be disparaging, annoying, abusing, threatening or harassing 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. 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.

9. LIMITATION OF LIABILITY: Sponsor and the Contest Entities are not responsible for, and Entrant hereby releases Sponsor and the Contest Entities 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 Contest; (iv) electronic or human

error which may occur in the administration of the Contest 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 Contest and (vi) use of any prize. For purposes of this Section 9, Sponsor shall include Sponsor, its parent company and any of their respective affiliates or subsidiaries

10. DISPUTES: Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest 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 in the county of Dallas, the state 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 Contest, 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 Contest 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 the state of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Texas.

11. WINNERS LIST: To obtain the name of the winners, send a self-addressed stamped envelope to: Chili's Create-A-Pepper - Winners, 3000 Olympus Blvd., Dallas, Texas 75019.

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