

Social Media Campaign Rules

Official Rules for the Beefsteak Fast Good, LLC #howibeefsteak Campaign

NO PURCHASE NECESSARY TO PARTICIPATE IN THE CAMPAIGN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING

CAMPAIGN PERIOD AND OVERVIEW: The campaign (the “**Campaign**”) begins on September 2, 2015 at 10:30 a.m. EDT and ends on October 15, 2015 at 12:00 p.m. EDT. During the Campaign, entrants (each, an “**Entrant**”) will have the opportunity to submit their composed Beefsteak bowls by uploading a photo to either Twitter or Instagram with the hashtag #howibeefsteak and the Beefsteak username (if users are entering through Twitter, they must include @Beefsteak, and if they are entering through Instagram they must include @BeefsteakVeggies) on each platform (each, a “**Submission**”). All Submissions must feature photos of bowls taken of actual Beefsteak product, and not of reproduced bowls inspired by Beefsteak’s menu.

Each Submission will be entered for the chance to win one of five gift Beefsteak gift cards (each valued at \$25) and, and, in exchange for such consideration, the opportunity to be featured on Beefsteak’s social media and digital marketing channels. A grand prize winner (“**Grand Prize Winner**”) will receive a Beefsteak party for the Entrant and up to 5 friends valued at approximately \$75. At the end of each week during the Campaign, the sponsor (“**Sponsor**”) of the Campaign, Fast Good LLC DBA Beefsteak, shall select a winner (each, a “**Winner**”) at random from all Submissions. The Grand Prize Winner will be selected at random by the Sponsor from all submissions on or about October 15, 2015. By participating in the Campaign, an Entrant agrees to abide by these rules and the decisions and rule interpretations of Sponsor, which shall be final and binding in all respects.

HOW TO ENTER: Throughout the Campaign, post a photo showing your composed Beefsteak bowl to either Twitter or Instagram. Depending on which channel you use to submit an entry, you must include the following information:

- Twitter: The hashtag #howibeefsteak (the “**Hashtag**”) and the username @Beefsteak
- Instagram: The Hashtag and the username @BeefsteakVeggies

Any photo tagged with the Hashtag and the appropriate Instagram and/or Twitter username may be eligible for the Campaign. Once you upload a Submission to Instagram or Twitter using the Hashtag and appropriate username, you will be an Entrant and entered in the Campaign.

As an alternate method of entry, Entrants may also make a Submission by coming to any Beefsteak location and taking a photo with any of the veggie universe and loading it to Twitter and/or Instagram with the Hashtag and tagging the username. A Submission must include the Hashtag and username in order to be eligible.

By using the Hashtag and the username in connection with an Instagram or Twitter post, Entrant is acknowledging and agreement that (i) Entrant will comply with the Instagram and Twitter terms of use; (ii) that Instagram and/or Twitter in no way sponsors, endorses or administers, or are associated with, the Campaign; (iii) completely releases Instagram and/or Twitter for any liability in connection with the Campaign, and shall not be responsible for any and all costs,

injuries, or damages of any kind relating to the Campaign; and (iv) that Sponsor has the right to stream Entrant's post through the Instagram or Twitter API (as applicable) or otherwise use your Submission in connection with Campaign and Sponsor's social media channels.

Sponsor shall have no liability for any Submission that is lost, intercepted or not received by Sponsor. Use of the Hashtag and username constitutes Entrant's unconditional acceptance to these rules.

Multiple Submissions are permissible per Entrant, but Entrants are discouraged from posting the same tweet repeatedly. Sponsor will be the official manager for the Campaign. Proof of entering information on Instagram or Twitter is not considered proof of delivery to or receipt by Sponsor of a Submission.

CAMPAIGN KICKOFF EVENT: The Campaign will launch on September 2, 2015 with a special event (the "**Event**") with targeted social media influencers (each, an "**Influencer**") where they will create and name their own bowls ("**Event Bowls**"). Submitted Event Bowls, for purposes of these rules, are also considered Submissions. Following the event, Sponsor will select one Event Bowl to feature on the menu as a special for each week of the Campaign. At the end of the Campaign, the Influencer who creates the most popular Event Bowl (the "**Influencer Winner**") will win a \$250 Beefsteak Gift Card (the "**Influencer Prize**"). No substitution, or transfer of the Influencer Prize is permitted except at Sponsor's sole discretion. The dollar amount of the Influencer Prize shall be determined solely by Sponsor, and the Influencer Winner shall have no right to audit or otherwise dispute such amount. All federal, state and local income taxes on the Influencer Prize and all other costs associated with acceptance or use of the Influencer Prize are the sole responsibility of the Influencer Winner. Influencer's acknowledge that neither these rules or any communication regarding the Campaign is written or communicated for the purpose of helping to avoid any penalties that may be imposed by federal tax law, and Influencer's or any affected taxpayer may not use them that way.

INFLUENCER PRIZE CRITERIA; CONDITIONS: Event Bowl performance will be based on the following criteria: social media engagement i.e. likes, comments and shares on the public posts by both the Influencer and Sponsor. In addition, Sponsor will commission a photographer to capture imagery of the Event and the Event Bowls that is in line with Sponsor branding. All such photographic and related digital assets will be proprietary to the Sponsor, and will be used by Sponsor in any and all marketing materials, at its sole discretion, including but not limited to digital, social media, collateral, advertising, and public relations campaigns. Submission of Event Bowls and/or acceptance of the Prize constitutes permission for the Sponsor to use Event Bowl images and the Entrant and/or Influencer Winner's names and likenesses for promotion and publicity in all media worldwide without further compensation or notice, unless prohibited by law.

ELIGIBILITY: The Campaign is open to legal residents of the 50 United States and the District of Columbia, who are physically located and residing therein (excluding Guam, Puerto Rico and all other U.S. territories and possessions) and who are eighteen (18) years of age or older (and have reached the age of majority in their jurisdiction) as of the date of entry. Directors, officers and employees of Sponsor, its parent, affiliates, subsidiaries, divisions, distributors, agents, professional advisors, printers and advertising, promotional and marketing agencies and the immediate family members of each are not eligible to enter the Campaign.

SELECTION AND NOTIFICATION: Throughout the Campaign, Winners will be notified that they have won a gift card and may be featured on Sponsor's social media channels, should Sponsor so elect to feature. By making a Submission, each Entrant agrees to be bound by and not challenge the final decisions of Sponsor. Sponsor will attempt to notify each Winner by posting a comment on or replying to the Entrant's Submission and including Sponsor's contact information. The Winners must then contact Sponsor, using that contact information, within twenty-four (24) hours of notification. Sponsor shall have no liability for any notification to a Winner that is lost, intercepted or not received by a Winner for any reason. If a Winner does not respond within twenty-four (24) hours of the first notification attempt, or if the notification is returned as unclaimed or undeliverable to such Winner, such Winner will forfeit his or her participation in the Campaign and an alternate Winner may be selected. If any Winner is found to be ineligible, or if he or she has not complied with these rules or declines for any reason, such Winner will be disqualified and an alternate Winner may (but is not required to) be selected. Sponsor will choose a total of two potential winners before the Prize is forfeited.

GENERAL CONDITIONS: The Campaign is void where prohibited by law and is subject to all applicable federal, state, and local laws and regulations. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any participation in the Campaign or gift cards furnished in connection with the Campaign.

Entrant represents and warrants that each Submission: (i) is the Entrant's own original, previously unpublished, and previously unproduced work; (ii) was recently photographed or recorded and depicts or describes Entrant honestly and accurately; (iii) does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with Entrant, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iv) does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (v) does not and will not violate any applicable laws, and is not and will not be defamatory, libelous, disparaging or offensive. Each Entrant hereby agrees to indemnify and hold the Sponsor harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of Entrant hereunder. The provision of this paragraph and Entrant's obligations hereunder shall survive the expiration of this Campaign.

NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: Each Entrant hereby acknowledges and agrees that the relationship between the Entrant and Sponsor is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the Entrant's Submission to Sponsor for purposes of the Campaign does not place Sponsor in a position that is any different from the position held by members of the general public with regard to elements of the Entrant's Submission. Each Entrant understands and acknowledges that Sponsor has wide access to ideas, stories, designs, and other assets, and that new ideas are constantly being submitted to it or being developed by their own employees. Each Entrant also acknowledges that many ideas or stories may be competitive with, similar or identical to the Submission and/or each other in theme, idea, plot, format or other respects. Each Entrant acknowledges and agrees that such Submission will not be entitled to any additional compensation as a result Sponsor's use of any such similar or identical material. Each Entrant acknowledges and agrees that Sponsor does not now and shall not have in the future any duty or liability, direct or

indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission. Finally, each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Submission or other material submitted in connection with the Campaign, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief, and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

NO OBLIGATION TO USE: Sponsor shall have no obligation (express or implied) to use any Submission or any materials or content created by an Entrant, select any of the Submissions or Event Bowls, or to otherwise exploit any Submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the Submission for any reason, with or without legal justification or excuse, and Entrants shall not be entitled to any damages or other relief by reason thereof.

DATES & DEADLINES/ANTICIPATED NUMBER OF ENTRANTS: Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Campaign. Sponsor cannot accurately predict the number of Entrants who will participate in the Campaign.

FURTHER DOCUMENTATION: If Sponsor shall desire to secure additional assignments, certificates of engagement for the Submission or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these rules, then each Entrant agrees to sign the same upon Sponsor request therefor.

GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS SPONSOR IN CONNECTION WITH THE CAMPAIGN SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE DISTRICT OF COLUMBIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY CORRUPT OR UNDERMINE THE LEGITIMATE OPERATION OF THE CAMPAIGN MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVE THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

ARBITRATION PROVISION: By participating in this Campaign, each Entrant agrees that (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) the Entrant may have against Sponsor arising out of, relating to, or connected in any way with the Campaign, the awarding or redemption of participation in the Campaign and/or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§

1-16; (3) the arbitration shall be held in the District of Columbia, Washington, DC (4) the arbitrator's decision shall be controlled by the terms and conditions of these rules and any of the other agreements referenced herein that the applicable Entrant may have entered into in connection with the Campaign; (5) the arbitrator shall apply District of Columbia law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only the Entrant's and/or the applicable Sponsor individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) the arbitrator shall not have the power to award punitive damages against the Entrant or Sponsor; (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125 USD, and the Entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on Entrant's behalf, subject to ultimate allocation by the arbitrator. In addition, if Entrant 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 Entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of 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, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither Entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.