THE CHIVERY SWEEPSTAKES RULES

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

YOUR PARTICIPATION IN THIS SWEEPSTAKES AS AN ENTRANT CONSTITUTES YOUR FULL AND UNCONDITIONAL AGREEMENT TO THESE RULES, WHICH ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES.

Eligibility: This Sweepstakes (the "Sweepstakes") is administered by The Chivery, LLC ("The Chivery"). This Sweepstakes is subject to all applicable federal, state and local laws, rules and regulations. Void where prohibited, taxed, or restricted by law. The Sweepstakes is only open to individuals who are legal U.S. residents of the 50 United States and the District of Columbia, with a valid email address and a valid and active social media account, who are over 18 years of age at the time of entry. Entrants are subject to all notices posted online by The Chivery, including without limitation, its Privacy Policy and Terms of Service. Employees of The Chivery, its parents, subsidiaries, or affiliates (collectively, "The Chivery Entities") and their immediate families (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) or those living in the same household (whether or not related) and prize suppliers, distributors, advertising, and promotion agencies are not eligible to enter or win. Entrants may need to provide proof of residency and eligibility upon request. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY THE CHIVERY, WHOSE DECISIONS ARE FINAL AND BINDING. NO ENTRANT SHALL BE DEEMED A WINNER UNTIL AND UNLESS ENTRANTS ELIGIBILITY HAS BEEN VERIFIED.

<u>Timing</u>: The Sweepstakes will begin on March 7, 2015 12:00 p.m. Central Time and will conclude on the March 29, 2015 at 11:59 p.m. Central Time (the "<u>Sweepstakes Term</u>"). The Chivery's computer will serve as the official time keeping device for this Sweepstakes.

Entry: To enter as an "Entrant," during the Sweepstakes Term, you must post the hash-tag "#CHIVERYMADNESS" using your own social media account. A single individual may post the "#CHIVERYMADENESS" hash-tag as many times as he/she wishes on social media, but each individual social media accounts will only be entered once for each social media account assigned to that individual. Winning this Sweepstakes is contingent upon fulfilling all requirements set forth herein.

<u>Prize</u>: The Prize for the Sweepstakes is: \$200 cash; two (2) round-trip airfare tickets to Austin, Texas, departing in Austin on April 5, 2015 and departing on Aril 7, 2015; hotel and dinner accommodations in Austin (the "<u>Prize</u>"). The Chivery will select one (1) winner (the "<u>Winner</u>") of the Prize from all of the eligible Entrants, on or about the last day of the Sweepstakes Term, through computerized random selection. Odds of winning the Prize depend on the number of eligible entries received during the Sweepstakes Term. The Prize is non-transferable and has no cash redemption or substitution value, except that The Chivery, in its sole discretion, reserves the right to change or replace the Prize at any time with one of greater or comparable value.

Upon conclusion of the Sweepstakes Term and selection of the Winner, The Chivery will contact the Winner *via* the same social media used by the Winner to enter the Sweepstakes, to inform the Winner that he/she is the Winner and to arrange for claiming of the Prize.

To accept and claim the Prize, you must:

- a. Meet all Sweepstakes Entrant eligibility requirements;
- b. Respond to The Chivery within 24 hours of its contacting you to inform you that you are the Winner;
- c. Provide The Chivery with all information requested by The Chivery to arrange for you to claim the Prize; and
- d. Be ready, willing, and able to claim all aspects of the Prize, including traveling to Austin, Texas on the dates of the Prize.

A Winner who does not, or is unable to, accept or claim the Prize may not redeem the Prize for any cash value. The approximate retail value of the Prize is \$1,500.

THERE IS NO PURCHASE NECESSARY TO ENTER OR WIN THE SWEEPSTAKES OR THE PRIZE. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING THE SWEEPSTAKES OR THE PRIZE.

Publicity: Winning and acceptance of the Prize constitutes the Winner's consent and grant of permission (except where prohibited by law) to The Chivery Entities to use, in perpetuity throughout the world, in any and all media now or hereafter devised, in The Chivery Entities' sole discretion, the Winner's name, images, likeness, social media account name, hometown, and Prize won, in connection with the Sweepstakes, the Prize, or any other sweepstakes, prizes, products, services, or websites offered by The Chivery Entities and the advertising, marketing, or publicity, thereof, without any additional compensation or notification to, or permission, from the Winner.

Release: Each Entrant agrees to release, indemnify, and hold harmless The Chivery Entities, the social media site on which you posted the "#CHIVERYMADNESS" hash-tag and their respective officers, directors, agents, representatives, and employees (collectively, "Released Parties") from and against any claims, liabilities, judgments, damages, loss, actions or cause of action, costs (including reasonable attorney fees) relating to or arising out of: (a) the Sweepstakes and the Prize; (b) entry into the Sweepstakes; (c) receipt of, use or misuse of, the Prize; (d) lost, late, misdirected, damaged, stolen, altered, garbled, incorrect, incomplete or delayed Entries, all of which will be void; (e) unauthorized third-party intervention in any part of the entry process or the Sweepstakes; (f) problems related to technical malfunctions of electronic equipment, computer online systems, servers, or providers, computer hardware or software failures, phone lines, failure of any Entry to be received by The Chivery on account of technical problems, traffic, congestion on the internet or the website, or for any other technical problems 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 Sweepstakes; (g) and any other errors or malfunctions of any kind, whether network, printing, typographical, human or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or malfunctions with may occur in connection with the administration of the Sweepstakes, the processing of Entries, the announcement of the Prize or in any Sweepstakes-related materials; (h) cancellation, suspension, or modification of the Sweepstakes or the Prize; and (i) disqualification of any Entrant or Winner.

Cancellation and Disqualification: The Chivery reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part thereof, if any fraud, delay, technical failures or any other factor beyond The Chivery's reasonable control impairs the integrity or proper functioning of the Sweepstakes or the Prize, as determined by The Chivery in its sole discretion. In such event, The Chivery reserve the right, in its sole discretion, to award the Prize at random from among the eligible entries received up to the time of the impairment. Mass entries generated by a script, macro, or use of automated devices will be disqualified. The Chivery reserves the right to modify, suspend or terminate the Sweepstakes in the event it becomes infected by a computer virus or is otherwise technically impaired, and to cancel or suspend the Sweepstakes in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes corrupt the administration, security, fairness, integrity, or proper functioning of the Sweepstakes and, if terminated, at The Chivery' sole discretion, determine the Winner using all non-suspect, eligible entries received up to time of cancellation using the judging procedure outlined above. In the event of a dispute regarding entries received from multiple entrants using the same social media account, the authorized subscriber of the social media account at the time of entry will be deemed to be the Entrant and must comply with these Rules. Authorized subscriber is the natural person who is assigned the social media account by the respective provider thereof. The Chivery reserve the right at its sole discretion to disqualify any individual and void his/her Entrie(s) if it finds that individual to be tampering with the entry process or the operation of this Sweepstakes or intending to annoy, abuse, threaten or harass any other Entrant, The Chivery (or any of its employees or representatives), or to otherwise be acting in violation of these Rules. Failure to comply with these Rules may result in disqualification from the Sweepstakes. The Chivery reserve the right to permanently disqualify any person it believes or has reason to believe violated these Rules.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SWEEPSTAKES ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

<u>Jurisdiction</u>: Entrants consent to personal jurisdiction in the State of Texas. Any and all disputes arising from or relating to this Sweepstakes, these Rules (including their construction, validity, and enforceability), all rights and obligations thereunder, shall be governed by the laws of the State of Texas, without giving effect to conflict of law principals. Entrants agree that the appropriate State or Federal Court located in Travis County, Texas shall have exclusive jurisdiction over any and all disputes, suits, issues, or claims relating to the Sweepstakes.

<u>Winner List</u>: To obtain a list of the Sweepstakes Winner, send a self-addressed stamped envelop to: The Chivery, LLC: Attn. Legal Department, 98 San Jacinto Blvd., Austin, TX 78701. Requests for winner list must be received no later than fourteen (14) days after conclusion of the

Sweepstakes Term. The Winner list will be mailed approximately fourteen (14) days after receipt of requests therefor.

No Endorsement By Social Media: This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, any social media site or any website other than those owned or operated by The Chivery.

Sponsor: The Chivery, LLC, 98 San Jacinto Blvd., Austin, TX 78701.