

TooJay's®
Delicious Deli Giveaways
Sweepstakes Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW OR REGULATION. ENTRANT MUST BE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. You are providing your information to TooJay's Management LLC ("TooJay's") and the information you provide will only be used in accordance with the TooJay's privacy policies, which may be found here: <http://www.toojays.com/privacy-policy/>

To enter, you must be a *Delicious Rewards* Member. Not a member? Download the free app or visit <https://www.toojays.com/delicious-rewards> (it's free to join).

1. Eligibility: The TooJay's® *Delicious Deli Giveaways* ("**Sweepstakes**") is open only to residents of Florida, eighteen (18) years of age or older, who reside in Florida or who physically reside in Florida at the time the prize is awarded ("**Entrant**"). Employees, officers, directors and agents of TooJay's Management, LLC ("**Sponsor**") and their respective parents, subsidiaries, affiliate companies and advertising and promotion agencies and prize suppliers, as well as the immediate family (spouse, and parents, siblings, and children and their respective spouses, regardless of where they reside) and household members of each such employee, whether or not related, are not eligible. Subject to all applicable federal, state, and local laws, and regulations. **Void where prohibited.**

2. Sponsor: TooJay's Management LLC, 3654 Georgia Ave., West Palm Beach, FL 33405.

3. Agreement to Official Rules: Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and legally binding in all matters related to the Sweepstakes.

4. Timing: (a) The Sweepstakes entry period begins on Monday, January 14, 2019 at 12:01:00 a.m. Eastern Standard Time and ends on Sunday, February 17, 2019 at 11:59:59 p.m. Eastern Standard Time (the "**Entry Period**"). Sponsor's designated computer server is the official time-keeping device for the Sweepstakes. **(b) Winner Selection and Notification:** There will be five (5) total unique weekly drawings to award prizes (see Rules #5 below for details) PLUS one (1) Grand Prize drawing on or about February 21, 2019 to award one prize (customers will have until 11:59:59 p.m. February 18, 2019 to scan their eligible receipt which must be dated by February 17, 2019 to be eligible for the Sweepstakes). Potential weekly winners will be randomly selected by the Sponsor, from all eligible entries, each week during the Sweepstakes Period. For example; to determine the week of 1/14/19-1/20/19 winners, the drawing pool will consist of all eligible entries received between 12:00:01 a.m. on 1/14/19 to 11:59:59 p.m. on 1/20/19 and the drawing will be conducted on 1/24/19 to determine the first week's winners. Potential winners will be notified by email, mail or phone using the contact information provided at the time of entry. Sponsor shall have no liability for any notification that is lost, intercepted or not

received for any reason. If, despite reasonable efforts any prize notification is returned as unclaimed or undeliverable, such potential winner will forfeit prize and at Sponsor's discretion, an alternate potential winner may be selected. Alternate winner will be randomly selected from all remaining eligible entries received ("**Alternate Winner**"). If any potential winner is found to be ineligible, or if has not complied with these Official Rules or declines a prize for any reason, such potential winner will be disqualified and at Sponsor's discretion, an Alternate Winner may be selected.

Entry Periods:

Entry Period Number:	Entry begins at 12:00:01 a.m. EST:	Entry ends at 11:59:59 p.m. EST:	Anticipated Drawing Date:
Entry Period #1	1/14/19	1/20/19	1/24/19
Entry Period #2	1/21/19	1/27/19	1.31.19
Entry Period #3	1/28/19	2/3/19	2/7/19
Entry Period #4	2/4/19	2/10/19	2/14/19
Entry Period #5	2/11/19	2/17/19	2/21/19
Grand Prize Drawing:	1/14/19	2/17/19	2/21/19

Note: Once an eligible entry is made, it will NOT BE CARRIED forward to any remaining drawings (if any remain) except ALL entries will be carried forward to the Grand Prize drawing.

5. Prizes/Approximate Retail Value ("ARV"): Only the prizes listed below will be awarded in this Sweepstakes. ALL PRIZES WON will be credited to the winner's *Delicious Rewards* account.

<u># of Prizes</u>	<u>Item</u>	<u>ARV</u>	<u>Notes</u>
25	Free Beverage (excludes alcohol)	\$2.99	Highest priced non-alcohol beverage
25	Free Dessert (excludes combo)	\$6.79	Highest priced dessert
25	Free Starter	\$10.29	Highest priced starter
25	150 rewards points	\$10	
			Week 1 Awarded Jan.24
25	Free Beverage (excludes alcohol)	\$2.99	Highest priced non-alcohol beverage
25	Free Starter	\$10.29	Highest priced starter
50	Free Dessert (excludes combo)	\$6.79	Highest priced dessert
			Week 2 Awarded Jan.31
25	Free Beverage (excludes alcohol)	\$2.99	Highest priced non-alcohol beverage
25	Free Starter	\$10.29	Highest priced starter
50	Free Dessert (excludes combo)	\$6.79	Highest priced dessert
			Week 3 Awarded Feb. 7
25	Free Beverage (excludes alcohol)	\$2.99	Highest priced non-alcohol beverage

25	Free Dessert (excludes combo)	\$6.79	Highest priced dessert
25	Free Starter	\$10.29	Highest priced starter
25	150 rewards points	\$10	
			Week 4 Awarded Feb.14
25	Free Beverage (excludes alcohol)	\$2.99	Highest priced non-alcohol beverage
25	Free Entrée	\$17.99	Highest priced entrée
50	Free Dessert (excludes combo)	\$6.79	Highest priced dessert
			Week 5 Awarded Feb.21
Grand Prize	Pastrami for a year	\$711.88	\$13.69 is highest priced pastrami item x 52 = \$711.88, Awarded Feb.21

Total ARV of all prizes \$4,422.38. All ARV's are based on menu pricing as 1/14/19 and may change without advanced notice.

- Prize is provided on an “as is” basis, without any warranty of any kind. Prize is non-transferable. Sponsor reserves the right to substitute a prize (or portion thereof) of equal or greater value if the advertised prize (or portion thereof) becomes unavailable.
- Prize winner is responsible for any and all applicable federal, state, and local taxes, if any, and any other unspecified expenses associated with acceptance or use of the prize.
- All estimated retail values are subject to change based on, among other things, normal price fluctuations associated with the marketplace.
- Each Winner will be required to have a TooJay's *Delicious* Rewards account in order for the prize to be awarded and redeemed.
- Prize or the prize notification is returned as undeliverable or any non-compliance with the Official Rules or failure to respond to any Sponsor request within the applicable time period (two (2) business days), will result in forfeiture of the prize and will be awarded to an alternate Winner from all remaining entries in the relevant drawing.
- Sponsor will not replace any lost, mutilated, stolen or expired prizes. Prize is non-transferable, non-refundable, and no substitutions will be made except as provided herein, in the Sponsor's sole discretion. Prize is not redeemable for cash.
- All prizes must be redeemed within six (6) months of award date.
- Prize will be awarded only if the prize winner fully complies with these Official Rules.

Drawing/Odds of Winning: Random daily drawings will be conducted by the Sponsor based on the schedule listed in Rule #4 above with the first such drawing to be conducted on January 24, 2019 and the last such drawing to be conducted on February 21, 2019. The Grand Prize drawing will be conducted by the Sponsor on or about Thursday, February 21, 2019. Odds of winning depend on the number of eligible entries received during the relevant entry period. Drawings will be conducted within five (5) days of each relevant drawing date. Winners will be notified with two (2) days of each relevant drawing.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

6. How to Enter: There are two ways to enter this Sweepstakes.

You must be a TooJay's Delicious Rewards Member to participate and to claim prizes in this Sweepstakes. Not a member? Join free by downloading the Delicious Rewards app or by logging onto toojays.com/delicious-rewards.

- ✓ **Purchase any TooJay's entrée (excludes kid's menu items) between January 14, 2019 and February 17, 2019.**
- ✓ **Scan your receipt utilizing your TooJay's *Delicious Rewards* app or enter your barcode number on our website.**
- ✓ **For each eligible receipt, one entry is earned for each entrée purchased. Purchase a featured Pastrami item and earn two entries per entrée scanned. Pastrami items include: Hot Pastrami Sandwich, Pastrami Burger, Pastrami Dogs, Rachel Deli Classic and Pastrami Benedict. Each receipt has a one-time use.**

All scanned entries must be made by 11:59:59 p.m. on Monday, February 18, 2019. Scanned entries will be entered in to the relevant Sweepstakes drawing based on the date of the scanned receipt being posted to the entrant's *Delicious Deli Rewards* account. NO ENTRY WILL BE CARRIED FORWARD to any other remaining drawings (if any remain). ALL entries will be carried forward to the Grand Prize drawing.

To enter without a purchase: **Mail in:** To enter by mail without any purchase necessary (available for all eligible entrants), hand print in ink your name, complete address, telephone number, email address and age on a postcard and mail to: TooJay's Delicious Deli Giveaway, 3654 Georgia Ave., West Palm Beach, FL 33405. Mail-in entries must be postmarked no later than 2/17/19 and received no later than 2/20/19. No photocopies, facsimiles or mechanical reproductions will be accepted. Sponsor is not responsible for lost, late, mutilated, misdirected, illegible, incomplete, inaccurate, stolen, or postage due entries or mail. Entries will be entered in to the relevant Sweepstakes drawing based on the day received at the Sweepstakes PO Box.

Entering this Sweepstakes via Entrant's mobile device, message and data rates may apply. 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. Entrant should consult Entrant's wireless service provider's pricing plan for details. Entrant agrees to incur any and all charges demanded by Entrant's wireless carrier. Entrant should also check Entrant's device's features for capabilities and check the device manual for specific use instructions.

7. Winner Requirements: Acceptance of prize shall constitute winner's agreement and consent to Sponsor's and its designees' use of winner's name, city, state, likeness, photo (including, without limitation, social media platform profile photo), avatar, and/or prize information in connection with this Sweepstakes for promotional, advertising or other purposes, in any manner, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Grand Prize winner with a prize value of \$600 or more will be required to complete, sign and return the Affidavit of Eligibility, Liability Release and, where lawful and/or required, Publicity Release forms and W-9 request for tax payer's identification number within (5) days of receipt in order to claim the prize.

8. Release of Liability / Conditions of Participation.

A. Transmission of Information. Released by participating, entrant indemnifies, releases and agrees to hold harmless Sponsor (**the "Released Parties"**). Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in this Sweepstakes; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or for this Sweepstakes; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of this Sweepstakes, the uploading, the processing or random selection of entries, the announcement of the prizes or in any Sweepstakes-related materials; (5) late, lost, garbled, misdirected, inaccurate, incorrect, undeliverable, damaged or stolen entries or mail; (6) costs associated with claiming or redeeming the prizes; nor (7) loss or damages resulting from an entrant's connection to the internet via any of the websites contained herein. Released Parties are not responsible for any incorrect, mistranscribed, misdirected or undeliverable entries, E-mail transmissions, incorrect announcements of any kind, or for any technical problems of any kind, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Sponsor assumes no responsibility for late, lost, incomplete, inaccurate or damaged entries, or undeliverable E-mails or scans resulting from any form of active or passive E-mail or mobile filtering by a user's Internet service or mobile provider and/or E-mail client or for insufficient space in user's E-mail account to receive E-mail or to scan and send documents. Sponsor does not accept responsibility for any damage (whether material or non-material) caused to entrants, to their computer equipment or to data which is stored on them, or to their personal, professional or commercial activities. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor or Administrator.

B. Fraud; Reservation of Rights. Sponsor reserves the right to cancel, suspend, and/or modify this Sweepstakes, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of this Sweepstakes, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine winners from among all non-suspect, eligible entries received up to time of such action or as otherwise deemed fair and appropriate by Sponsor. Administrator, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of this Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries. The preceding in no way precludes Sponsor from taking other actions against such individuals so as to protect its rights. Sponsor's failure to enforce any provision of these Official Rules in a given circumstance does not constitute the waiver of such provision.

C. Release and Indemnity. By participating, entrant indemnifies, releases and agrees to hold harmless the Released Parties, their parents, affiliates and subsidiaries, and other entities involved in the development / production / administration of the Sweepstakes, and the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the above organizations, from any and all liability for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, arising from participating in the Sweepstakes, any Sweepstakes-related activity and/or acceptance, receipt, possession or use/misuse of any prize and for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery.

9. FORCE MAJEURE. If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned by reason of computer virus, bug, system malfunction, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion, governmental regulation or any other causes beyond the control of Sponsor which, in its sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes (or any part thereof), Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and conduct the Sweepstakes selecting the prize winner(s) for affected Sweepstakes judging from among all eligible entries received for such affected Sweepstakes Period drawing(s) prior to the action taken by Sponsor or otherwise in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Sponsor in its sole discretion.

10. DISPUTE RESOLUTION/GOVERNING LAW. To the fullest extent permitted by law, by participating in the Sweepstakes, you agree that: (a) any action at law or in equity arising out of or relating to these Official Rules or this Sweepstakes shall be filed exclusively in the federal or state courts of Florida, and you hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action; (b) any such action shall be resolved individually, NOT as part of a class action; (c) any claims/judgments/awards shall be limited to actual out-of-pocket costs incurred in entrant's entry into the Sweepstakes (if any), but NOT attorneys' fees, special damages, punitive damages,

or consequential damages of any kind (including lost wages). These Official Rules and this Sweepstakes shall be governed by the internal, substantive laws of the State of Florida, without regard to principles of choice of laws/conflict of laws of Florida or of any other jurisdiction.

11. Winners List: For name of the Grand Prize winner (available after 2/26/19), send a stamped self-addressed envelope to TooJay's Delicious Deli Giveaways Winner, 3654 Georgia Ave., West Palm Beach, FL 33405 for receipt by 3/2/19.