

# Newk's 20th Anniversary Giveaway

## Official Rules

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

### 1. Eligibility

Newk's 20th Anniversary Giveaway (the "Giveaway") is open only to legal residents of Alabama, Arkansas, Colorado, Florida, Georgia, Indiana, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, and Texas who are eighteen (18) years of age or older and a Newk's Rewards Program member at the time of entry. Void where prohibited. Employees of Newk's Franchise Company and its respective parents, affiliates, subsidiaries, distributors, sales representatives, and all other service agencies involved with the Giveaway and members of their immediate family (spouse, parents, siblings, and children) and household members (whether related or not) of each such employee are not eligible to participate or win. To enter the Giveaway or receive a prize, you must fully comply with the Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Giveaway.

### 2. Sponsor

Newk's Franchise Company LLC, 2680 Crane Ridge Drive, Jackson, MS 39216.

### 3. Timing

Giveaway begins on January 10, 2024 at 12:00 a.m. ET and ends March 26, 2024 at 11:59 p.m. ET ("Giveaway Entry Period"). The Giveaway is governed by these Official Rules and is subject to all applicable federal, state and local laws.

### 4. How to Enter

You must be a Newk's Rewards Program to be eligible for the Giveaway. If you are not a Newk's Rewards Program you can sign up for free and become one online at Newks.com or using the Newk's App. To become a Newk's Rewards Program you will be required to provide your name, phone number and email address. Your phone number will be your Newk's Rewards account number. Signing up for the Newk's Rewards Program is free.

Once you are a Newk's Rewards Program you can register for the Giveaway. There are two ways to register for the Giveaway and receive an entry.

- i. Receive an Entry in Connection with a Purchase of an Entrée and Drink: You will automatically receive one entry into the Giveaway when you make a purchase of any entrée (full sandwich, full salad, full pizza, or any of the pick a pair options) and a drink at Newk's and present your Newk's Rewards account.
- ii. FREE METHOD OF ENTRY. Receive an Entry by Mailing In: During the Giveaway Entry Period, hand print your full name, complete home address, phone number, email address (must be the same email address used for your Newk's Rewards account) on a 3 x 5 inch piece of paper and send it by United States mail in a sealed envelope no larger than 9 ½" x 4 ¼" (a #10 envelope) with correct postage to Newk's 20th Anniversary Giveaway, 17101 Preston Rd Suite #265 Dallas, TX 75248

Attn: Marketing Department. No facsimiles, photocopied or mechanically reproduced entries allowed. Use of any automated system to submit entries is prohibited and will result in disqualification. Must be postmarked by March 26, 2024 and receive no later than April 2, 2024.

Limit of four (4) entries per person during the Giveaway Entry Period, regardless of method of entry. Multiple participants are not permitted to share the same Newk's Rewards account number. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different Newk's Rewards accounts, identities, registrations and logins, or any other methods will void that participant's entries and that participant may be disqualified. Use of any automated system to participate in the Giveaway is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified.

### **5. Winner Determination / Odds**

Sponsor will conduct three random drawings. The drawings will occur on or about the following dates: January 31, 2024, February 29, 2024 and April 3, 2024. For each drawing the Sponsor will randomly select two entries for the grand prize described below in a random drawing of all valid entries received up to the point of the applicable drawing. Since there are three drawings and two winners for each drawing there will be a total of six prize winners. Limit of one prize per person for entire Giveaway. Each potential winner will be contacted using the email address or phone number provided with entry and may be awarded the prize subject to verification of eligibility and compliance with the terms of these Official Rules. The potential winner will be notified by phone on or about one (1) after the drawing. Failure by a potential winner to respond to any contact within two (2) days of notification will result in disqualification, and Sponsor will select an alternate potential winner in the same manner. Odds of winning a prize depend on the number of eligible entries received up to the time of the applicable drawing.

**6. POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR. SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE WINNER AND OTHER MATTERS RELATED TO THE GIVEAWAY.**

### **7. Verification of Potential Winners**

Potential winner (or if he/she is a minor, his/her parent or legal guardian) may be required to complete and return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") by the date specified by Sponsor, or an alternate potential winner may be selected. In the event (a) potential winner cannot be reached for whatever reason after a reasonable effort has been exerted, or the potential winner notification or Affidavit is returned as undeliverable, (b) potential winner declines or cannot accept, receive or use the prize for any reason, (c) of noncompliance with these Official Rules or any of the aforesaid time periods, (d) potential winner is found to be ineligible to enter the Giveaway or receive the prize, or (e) potential winner fails to fulfill the Affidavit-related obligations, the potential winner shall be disqualified from the Giveaway and an alternate potential winner may be selected in a random drawing, from among the other eligible entries received, as described in Section 5 above. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of alternate potential winner, if any.

### **8. Grand Prizes**

Six (6) grand prizes will be awarded. Each grand prize winner will receive Newk's for a Year that will be fulfilled in six hundred and fifty dollars (\$650.00) worth of Newk's Gift Card. Gift Cards are subject to full Terms and Conditions which can be viewed at: <https://newks.com/gift-card-terms-and-conditions/>

Winner is responsible for all taxes and fees associated with prize receipt and/or use. All federal, state, and local tax liabilities, as well as any other costs and expenses not specified herein as being awarded are the sole responsibility of the Winner. Winner may be required to complete and return an IRS W-9 form (i.e. Request for Taxpayer Identification Number and Certification). Prize will be awarded only if the potential prize winner fully complies with these Official Rules. Approximate retail value of each grand prize is \$650.00.

#### **9. Entry Conditions and Release**

Each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor which are binding and final in all matters relating to this Giveaway; (b) defend, indemnify, release and hold harmless the Sponsor, Coca-Cola, Norwegian Cruise Line Holdings Ltd, Delta Air Lines, Inc. and their respective parent, subsidiary, and affiliated companies, celebrities, and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Giveaway, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Giveaway, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry. Winner (or if he/she is a minor, his/her parent or legal guardian) acknowledges that the prize is awarded as-is without warranty of any kind.

#### **10. Publicity**

Except where prohibited or restricted by law, winner's (or if he/she is a minor, his/her parent or legal guardian) acceptance of prize constitutes the winner's agreement and consent for Sponsor and any of its designees to use and/or publish winner's name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by winner regarding the Giveaway or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

#### **11. General Conditions**

Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Giveaway or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind

caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Giveaway or any promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Giveaway, or with any Website promoting the Giveaway; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Giveaway multiple times through the use of multiple email addresses or the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Giveaway, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Giveaway, including the entire Giveaway, and/or modify the Giveaway and/or award the prize from all eligible entries received as of the termination date.

## **12. Limitations of Liability**

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Giveaway; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Giveaway; (d) technical or human error in the administration of the Giveaway or the processing of registrations; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway or receipt or use or misuse of any prize. If for any reason an entrant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Giveaway. No more than the stated number of each prize will be awarded.

## **13. Disputes**

Except where prohibited, by participating, entrants agree that all issues and questions concerning the construction, validity, interpretation, administration, and enforceability of the Official Rules, or the rights and obligations of an entrant and Sponsor shall be governed by and construed exclusively in accordance with the laws of the state of Mississippi without giving effect to any principles of conflicts of law of any jurisdiction and that: (1) any and all disputes, claims, and causes of actions arising out of, or connected with the Giveaway, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating, but in no event attorney's fees; (3) under no circumstances will any entrant be permitted to obtain awards for and hereby waives all rights to claim 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. By entering the Giveaway, all entrants agree to be subject to jurisdiction in the Federal and State courts of Mississippi and agree that all disputes relating in any way to this Giveaway must be resolved in the courts of Jackson, Mississippi. Entrants agree not to raise the defense of forum non convenience.

## **14. Giveaway Results**

To obtain any legally required winner list (after the conclusion of the Giveaway) or a copy of these Official Rules, send a self-addressed envelope to be received within 60 days of the end of the Giveaway Entry Period, with the proper postage affixed to: Newk's Eatery - Newk's 20th Anniversary Giveaway (Winners List), 2680 Crane Ridge Drive, Jackson, MS 39216; Attention Marketing Department.