

EAGAN'S FANTASTIC FOOD FACE-OFF - OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. PROMOTION DESCRIPTION: The **EAGAN'S FANTASTIC FOOD FACE-OFF** ("Sweepstakes") begins on MARCH 8TH, 2021 at 8:00AM CST and ends on MARCH 31ST, 2021 at END 11:59PM CST (the "Promotion Period").

The sponsor of this Sweepstakes is ENJOY EAGAN ("Sponsor"). By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Sponsor is responsible for the collection, submission or processing of Entries and the overall administration of the Sweepstakes. Entrants should look solely to Sponsor with any questions, comments or problems related to the Sweepstakes.

2. ELIGIBILITY: Open to legal residents of the United States who are eighteen (18) years old (the "Entrant"). Sponsor, and their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (the "Promotion Entities"), are ineligible to enter the Sweepstakes or win a prize. Household Members and Immediate Family Members of such individuals are also not eligible to enter or win. "Household Members" shall mean those people who share the same residence at least three months a year. "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. This Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited or restricted by law.

3. PRIZES:

Weekly Prizes: Each of the four weeks four participants will each receive [ONE \$50 EAGAN DINING GIFT CARD (location will be selected at random)]

Grand Prize: one (1) winner will receive [ONE \$100 gift card to EACH OF THE FINAL FOUR RESTAURANTS] (approximate retail value or "ARV": \$400)

Only one prize per person and per household will be awarded. Gift cards and gift certificates are subject to the terms and conditions of the issuer. Prizes cannot be transferred, redeemed for cash or substituted by winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The ARV of the prize

represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize items.

This Sweepstakes is open to legal residents of the United States and Prize will only be awarded and/or delivered to addresses within said locations. All federal, state and/or local taxes, fees, and surcharges are the sole responsibility of the prize winner. Failure to comply with the Official Rules will result in forfeiture of the prize.

4. HOW TO ENTER: Enter the Sweepstakes during the Promotion Period online by completing a bracket which can be found on the following website at <https://eaganmn.com/fantasticfoodfaceoff/>.

Automated or robotic Entries submitted by individuals or organizations will be disqualified. Internet entry must be made by the Entrant. Any attempt by Entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations, logins or any other methods, including, but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will void Entrant's Entries and that Entrant may be disqualified. Final eligibility for the award of any prize is subject to eligibility verification as set forth below. All Entries must be posted by the end of the Promotion Period in order to participate. Sponsor's database clock will be the official timekeeper for this Sweepstakes.

5. WINNER SELECTION: The Winner(s) of the Sweepstakes will be selected in a random drawing from among all eligible Entries received throughout the Promotion Period. The random weekly prizes will be conducted the following Monday (March 15th, 2021; March 22nd, 2021; March 29th, 2021 and April 5th, 2021) AND the Grand Prize drawing will be conducted about **the week of APRIL 5TH, 2021** after the Promotion Period by Sponsor or its designated representatives, whose decisions are final. Odds of winning will vary depending on the number of eligible Entries received.

6. WINNER NOTIFICATION: Winner will be notified by email at the email address provided in the Entry Information approximately **the week of APRIL 5TH, 2021** after the random drawing. Potential Winner must accept a prize by email as directed by Sponsor within ninety (90) days of notification. Sponsor is not responsible for any delay or failure to receive notification for any reason, including inactive email account(s), technical difficulties associated therewith, or Winner's failure to adequately monitor any email account.

Any winner notification not responded to within 24 hours of original email contact or returned as undeliverable may result in prize forfeiture. The potential prize winner may be required to

sign and return an affidavit of eligibility and release of liability, and a Publicity Release (collectively "the Prize Claim Documents"). No substitution or transfer of a prize is permitted except by Sponsor.

7. LIMITATION OF LIABILITY: Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or landline phone service; or (f) any injury or damage to participant's or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Sweepstakes or download of any materials in the Sweepstakes.

If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. In such event, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total ARV as set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor. Sponsor and Released Parties shall not have any further liability to any participant in connection with the Sweepstakes.

9. SPONSOR: ENJOY EAGAN, 1501 Central Parkway, Eagan, MN 55121