

**Tom & Chee Big Melt Giveaway
OFFICIAL RULES**

1. **NO PURCHASE NECESSARY TO ENTER OR TO WIN THIS SWEEPSTAKES. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**
2. **Eligibility.** Subject to the additional restrictions below, Tom & Chee Big Melt Giveaway (the "Sweepstakes") is open to participants who are legal residents of the US. Employees of TCWW, LLC ("Sponsor") and its affiliated companies, subsidiaries, and advertising and promotional agencies, and the family members of, and any persons domiciled with, any such employees, are not eligible to enter or to win. The term "family members" includes spouses, parents, grandparents, siblings, children, grandchildren and in-laws, regardless of where they live. Persons belonging to or affiliated with a professional acting, theater, or film-making organization, such as SAG or AFTRA, are not allowed to compete in the Sweepstakes or participate in any entry. Professional actors and filmmakers, whether full-time or part-time, are allowed to compete so long as they do not belong to any professional organizations connected with the entertainment industry that would cause Sponsor to pay the entrant or any other person a fee or any other benefit for taking part in any Sweepstakes event.
3. **How to Enter.** The Sweepstakes will begin on June 21, 2021, and end on June 25, 2021 ("Entry Period"). Sponsor will be the official timekeeper for the Sweepstakes.

To enter the Sweepstakes, complete the following steps during the Entry Period:

- Visit the new Tom & Chee location at Summit Pointe Plaza, 9101 South Western Ave., Oklahoma City, OK 73139;
 - o See location for hours of operation
- Request a Sweepstakes scratch-off card;
- Scratch-off for your chance to win.

Limit: one (1) scratch-off card per person per day.

***Scratch-off cards are available while supplies last and will be distributed on a first come-first served basis.**

4. **Prizes and Odds.** Each scratch-off card includes one of the following prizes:
 - Free Grilled Chee Donut with purchase of Melt
 - o Approximate retail value ("ARV"): \$2.99
 - o Odds: 1:4
 - \$1 off purchase of Melt
 - o ARV: \$1
 - o Odds: 1:4
 - Free cup of soup with purchase of Melt or Salad
 - o ARV: \$3.49
 - o Odds: 1:4
 - \$1 off purchase of Salad
 - o ARV: \$1
 - o Odds: 1:5
 - Free Melts for a year
 - o ARV: \$442
 - o Odds: 1:20
 - o Awarded as 52 coupons for 1 free Melt

Prize coupons cannot be combined with other offers. Coupons must be redeemed on subsequent transaction. Valid only at Summit Pointe Plaza location. Additional terms and restrictions may apply, see scratch-off card for details.

A winner may waive the right to receive a prize. Prizes are non-assignable and nontransferable and cannot be redeemed for cash. No substitutions allowed by winner. Prizes and individual components of prize packages are subject to availability. Sponsor reserves the right to substitute prizes or components of prize packages with a prize or component of equal or greater value. Winner is solely responsible for reporting and payment of any taxes on a prize. Winner may be required to provide his/her valid Social Security Number to Sponsor for tax purposes and/or complete an IRS W-9 form in order to claim a prize. Winners are solely responsible for all federal, state and local taxes on prize value and, as applicable, will be issued an IRS Form 1099 based on the prize value determined by Sponsor. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will remain the property of Sponsor.

5. **Participation.** By participating, participants agree to be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Sweepstakes as solely determined by Sponsor. In the event the Sweepstakes is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupt or impair the administration, security, fairness or proper operation of the Sweepstakes, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date. Proof of sending or submission of an entry will not be deemed proof of receipt by Sponsor.
6. **Publicity Release.** BY ENTERING THE SWEEPSTAKES, YOU AGREE THAT SPONSOR AND ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND PRIZE SUPPLIERS AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") HAVE THE ABSOLUTE RIGHT AND PERMISSION TO PUBLISH YOUR ENTRY ON THE WEBSITE AND TO BROADCAST, PUBLISH, OR OTHERWISE USE YOUR ENTRY AND/OR YOUR NAME, BIOGRAPHICAL INFORMATION, AND LIKENESS IN CONNECTION WITH THE SWEEPSTAKES OR FOR ANY COMMERCIAL, PUBLICITY, OR PROMOTIONAL PURPOSE WITHOUT LIMITATION, REVIEW OR APPROVAL, OR COMPENSATION TO YOU. BY ENTERING, YOU GRANT THE RELEASED PARTIES AN EXCLUSIVE, ROYALTY-FREE AND IRREVOCABLE LICENSE AND RIGHT (BUT NOT THE OBLIGATION) TO TELECAST, BROADCAST, COPY, EDIT, ADAPT, MODIFY, REPRODUCE, PUBLISH, CREATE DERIVATIVE WORKS OF, DISTRIBUTE, USE, OR OTHERWISE PUBLICLY DISPLAY ANY OR ALL OF YOUR ENTRIES, OR ANY PORTION THEREOF, IN ANY MANNER OR MEDIUM THROUGHOUT THE WORLD IN PERPETUITY, FOR COMMERCIAL, PUBLICITY, OR PROMOTIONAL PURPOSES, AND TO LICENSE OTHERS TO DO SO, WITHOUT LIMITATION, REVIEW OR APPROVAL, OR COMPENSATION TO YOU.
7. **Indemnification.** If Sponsor's use of your entry causes Sponsor to be subject to a claim by any third party, you agree to indemnify and hold harmless the Released Parties, and all persons acting by, through, under or in concert with them, against any and all damages, costs, judgments and expenses (including reasonable attorney's fees) which the Released Parties (or any one of them) may incur as a result of the use of your entry.
8. **Release.** BY PARTICIPATING IN THE SWEEPSTAKES, EACH PARTICIPANT AGREES TO FULLY RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY CLAIMS, COSTS, LIABILITIES, LOSSES, INJURIES, AND DAMAGES ARISING OUT OF THE SWEEPSTAKES, INCLUDING, BUT NOT LIMITED TO, ANY

CLAIMS FOR PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, LOSS OF ENJOYMENT, OR ANY OTHER HARM WHATSOEVER ARISING OUT OF: (1) PARTICIPATION IN THE SWEEPSTAKES; (2) THE QUALITY, RECEIPT, POSSESSION, USE, OR MISUSE OF ANY PRIZE; OR (3) ANY TRAVEL OR ACTIVITY THAT IS RELATED TO THE SWEEPSTAKES OR ANY PRIZE.

9. **Limitations of Liability.** BY PARTICIPATING IN THE SWEEPSTAKES, PARTICIPANTS ACKNOWLEDGE AND AGREE THAT EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE WEBSITE AND THE PRIZE(S), ARE PROVIDED "AS IS" AND THAT SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE PRIZE(S) AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE RELEASED PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.)

THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTICIPANTS, PRINTING OR PRODUCTION ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR EMPLOYED IN THE 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 THE SWEEPSTAKES; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE SWEEPSTAKES, THE PROCESSING OF ENTRIES, OR THE NOTIFICATION OF ANY WINNER; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM A PARTICIPANT'S PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT OR USE OR MISUSE OF ANY PRIZE.

Only the number of prizes stated in these Official Rules is available to be won in the Sweepstakes. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award the prize based upon which entries received the highest scores according to the judging criteria.

10. **Construction.** The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
11. **Sponsor.** The Big Melt Giveaway is sponsored by Gold Star Chili, Inc. The decisions of Sponsor regarding the selection of winners and all other aspects of the Sweepstakes shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials or announcements relating to the Sweepstakes. For a copy of these Official Rules, visit <https://tomandchee.com/contests-and-sweepstakes>. If you have any questions regarding this Sweepstakes, please contact contact@tomandchee.com.