

PrimoHoagies Grand Opening Sweepstakes

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING SWEEPSTAKES IS VALID ONLY IN TEXAS AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW) WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AS OF THE DATE OF ENTRY. VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE SWEEPSTAKES IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

Sweepstakes Name: PrimoHoagies Grand Opening Sweepstakes (the "Sweepstakes").

Sweepstakes Timing and Entry Periods: Sweepstakes registration is scheduled to begin at 12:00:00am Central Time ("CT") on 1/11/2024 end at 11:59:59pm CT on 2/8/2024 (the "Registration Period"). The Administrator's computer is the official time keeping device for this Sweepstakes.

The Registration Period includes four (4) entry periods (each an "Entry Period"), each of which are associated with a discreet random drawing (each a "Drawing"). See "Winner Selection & Notification" section below for Entry Period dates and times and Drawing dates (each a "Drawing Date").

The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void outside of Texas, and wherever prohibited or restricted by law.

Who may Enter: Sweepstakes is open only to legal residents of Texas who are age 18 years of age or older as of date of entry, and have a valid U.S. driver's license or government-issued photo ID, except the following persons who are not eligible to enter or win:

- (a) Employees, officers, and directors of LM Primo Partners LLC, ("Sponsor and Administrator"), PrimoHoagies Franchising, Inc, and each of the foregoing's respective franchisees, owners, employees, contractors, parents, affiliated companies, subsidiaries, distributors, retailers, wholesalers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this promotion (collectively, "Released Parties"), owners or employees of liquor-licensed distributors, retailers, wholesalers, and the members of the immediate families or households, whether or not related, of any of the above. "Immediate family members" includes, for purposes of this promotion, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grand children (including step grand children) and each of their respective spouses, regardless of where they reside.

How to Enter: Scan the QR Code or directly visit <https://getu.com/3o66Er> during the "Registration Period". Follow the online entry instructions provided to sign up to be a Primo Perks member and be entered into the Sweepstakes. Primo Perks members who joined Primo Perks prior to the start of the Registration Period are not eligible to participate. Each entrant must fully complete the online registration page with all required information. By registering, you are confirming that you have read and agree to these Official Rules, All online entries must be fully complete for all required information and must be received by 11:59:59 pm CT on **2/8/2024** to be eligible. Data rates may apply.

Any available opt-in opportunities are not required to enter the Sweepstakes, and opting-in will not improve your chances of winning. By participating and submitting an entry, contestant agrees that Sponsors and participating parties are authorized to contact entrant via email, phone, mail or any other form of media to make contestant aware of information pertinent to the Sweepstakes, and to distribute information regarding the Sponsor(s) featured products, special events or future contests, promotions or offers. Contestants may opt-out of any further email communication at any time by simply replying REMOVE to any email message, or following the provided opt-out instructions.

Maximum of one entry per person during the Registration Period. Any incomplete or illegible entries will be disqualified. Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, damaged, or for entries submitted in a manner that is not expressly allowed under these rules, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture any such information for any reason including programming or technical errors, or effects of hackers or failure of any electronic equipment, computer or cellular transmissions and/or network connections; all of which will be disqualified.

Each participant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person's email address, name or mobile number will be disqualified and ineligible to claim any prize. Any attempt by any participant to obtain more than the stated number of entries allowed by using same, multiple/different mobile numbers, identities, or any other methods void that participant's entries and that participant may be disqualified. No mechanically-reproduced or automated entries permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void. All entries received become the property of the Sponsors and will not be returned.

In the event of a dispute as to any email registration, the authorized account holder of the email address used to register will be deemed to be the registrant and he/she must be eligible according to these Official Rules. The "authorized email account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

By registering to enter Sweepstakes, you affirm that you have read and accepted these Official Sweepstakes Rules. All entrants agree to be bound by and abide by the official rules of the Sweepstakes.

Winner Selection and Notification: On each of the Drawing Dates set forth in the chart below, a Drawing will be held to from among all eligible Entries received by the stated deadline for the applicable Entry Period (each a "Potential Winner"). Non-winning Entries will roll over to the next Drawing, if any. Entries not received by the Entry Period deadlines below will be entered into the next Drawing.

Entry Period	Entry Period Start Time	Deadline to Receive Entries	Drawing Date	Potential Winners
1	1/11/2024 at 12:00:00 am CT	1/17/2024 at 11:59:59 pm CT	1/18/2024	1
2	1/11/2024 at 12:00:00 am CT	1/24/2024 at 11:59:59 pm CT	1/25/2024	1
3	1/11/2024 at 12:00:00 am CT	1/31/2024 at 11:59:59 pm CT	2/1/2024	1
4	1/11/2024 at 12:00:00 am CT	2/8/2024 at 11:59:59 pm CT	2/9/2024	1

Potential Winners will be notified initially by phone and/or email following his/her selection. Instructions including a callback phone number and all other applicable requirements for confirmation of prize acceptance will be provided if contacted by email. If the Sweepstakes Administrator is unsuccessful in its attempt to reach and speak directly with a Potential Winner by phone within 48-hours of the initial attempt to the email address associated with his/her entry, then that contestant may be disqualified and an alternate Potential Winner may be randomly selected from among the remaining eligible entries and notified as per the procedures outlined above (*time permitting*). **Note: phone messages will not be left during the winner notification process.**

During winner notification, Potential Winners must confirm their eligibility, and indicate their willingness to accept the prize award, as designated by Sweepstakes Administrator (see below). The Potential Winner will then receive official notification via email with instructions for how to complete and submit within five (5) days of receipt of prize acceptance all necessary documents including affidavit of eligibility and liability/publicity release form.

If a selected Potential Winner does not meet the eligibility requirements or elects to decline the prize, s/he will be disqualified and, at Sponsor's discretion and time permitting, an alternate Potential Winner will be randomly selected from among all remaining eligible entries and notified as per the procedures outlined above. Any disqualified contestant will not receive any alternate prize substitution or compensation.

Decisions of the Sponsors and Sweepstakes Administrator in the selection and determination of prize winners, associated prize assignments and all matters relating to this Sweepstakes are final and binding. Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, finalist will not receive any other prize substitution or compensation, and the prize will remain the property of Sponsors and will not be awarded, except as provided herein.

All of the following will apply to the prize winner: 1) Winner will be required to complete and return, within 5-days of date of receipt, a prize acceptance form, including an affidavit of eligibility and a liability/publicity release signed by the winner, publicity release where permitted; and a W-9 form if prize value exceeds \$600; 2) Winner may be required to present a copy of a valid social security card and a valid driver's license as a condition of participating or receiving any prize; and 3) Winner will be issued a 1099 form reflecting the value of the grand prize award and is responsible for paying all applicable taxes (including, but not limited to all local, state and federal taxes) on all prizes awarded.

Grand Prize Awards (maximum of 4): Each eligible entrant designated as a grand prize winner shall be awarded the following prize based on the Entry Period they were designated as a winner:

Entry Period	Grand Prize Description	ARV of Grand Prize
1	Meta Quest	\$299.00
2	55" TV	\$279.99
3	Beats Headphones	\$199.95
4	\$200 cash	\$200.00

Total ARV of all available prizes: \$978.94 Winners must accept delivery of prize in the manner as solely determined and designated by Sponsors or Sweepstakes Administrator. Prize shall be considered as delivered once shipped or delivered Sweepstakes Administrator, and Sponsors and Sweepstakes Administrator shall not have any responsibility for the replacement of any delayed, lost or stolen delivery by any carrier (*i.e. USPS, UPS, etc.*), or any lost or stolen prize for any reason.

Prize does not include any other costs or expenses associated with prize redemption, delivery or use. All federal, state and local taxes are the winner's sole responsibility. All prizes are awarded as is, without any warranty, express or implied, by Sponsors. All prize awards are non-transferable and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein. Sponsors reserve the right to substitute a prize of comparable or greater value, at its sole discretion. All properly claimed prizes will be awarded. Any unclaimed prizes will not be awarded.

Additional Terms and Conditions: If, for any reason, the Contest cannot be executed as planned, including, but not limited to, any governmental order, *force majeure*, social media mandate, printing, administrative or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Contest, or if the Contest is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right, in its sole discretion, to cancel, modify or terminate the Contest and, if terminated before the original end date, to select the winner from among all eligible, non-suspect entries received through both entry methods combined as of the date/time of termination.

No transfer or substitution of prize (or any portion thereof) or cash redemption permitted, except as provided herein or at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize (or portion thereof) of equal or greater value in the event that advertised prize (or portion thereof) is unavailable. Sponsor further reserves the right, in its sole discretion, to offer a cash alternative for prize; however, the cash alternative may be less than the stated ARV of the prize. **All federal, state and local income taxes on the prize are winner's sole responsibility.** Winner will be issued an IRS Form 1099 for the value of his/her prize. By accepting the prize, winner waives the right to assert as a cost of winning said prize, any and all costs of redemption or travel to redeem said prize and any and all liability that might arise from redeeming or seeking said prize.

SPONSOR'S DECISIONS AS TO THE ADMINISTRATION AND OPERATION OF THE CONTEST AND THE SELECTION OF POTENTIAL WINNER ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY ENTRY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED DEFECTIVE AND IS VOID AND WILL NOT BE HONORED. PARTICIPATION CONSTITUTES ENTRANT'S FULL AND UNCONDITIONAL AGREEMENT TO THESE OFFICIAL RULES.

Releases: By entering or accepting the prize (if awarded to him/her), Entrant agrees to indemnify, release, defend and hold harmless the Sponsor, its parent companies, subsidiaries, affiliates and agencies, and the officers, directors and employees of each of the foregoing (collectively, the "Released Parties"), from and against any and all liability for any claims (including but not limited to third-party claims) arising from or relating to loss, harm, damage, injury, cost or expense whatsoever including, without limitation, claims alleging property damage, personal injury (including without limitation emotional distress) and/or death, publicity rights, defamation or invasion of privacy that may arise from or in connection with participation in the Contest, including but not limited to, prize winner's Contest entry; use of prize winner's name, likeness, biographical information, signature, image or likeness; prize winner's receipt, possession, acceptance, use and/or misuse or inability to use any prize or part thereof or participation in prize-related activities,

including, but not limited to, injury or loss sustained in any travel related to the prize; financial claims; physical and/or emotional injury; and/or any other legal claim that may arise, whether under contract, tort, warranty or any other theory or claim.

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 Contest; (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 Contest; (d) technical or human error which may occur in the administration of the Contest or the processing of entries; 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 Contest or receipt or use or misuse of the prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest, provided that if it is not possible to award another entry due to discontinuance of the Contest, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. **One prize per person only.** In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

Warranty Disclaimer: By accepting the prize, winner acknowledges that Sponsor has neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to such prize or any component thereof, including, but not limited to, its quality, mechanical condition or fitness for a particular purpose.

Limitations of Liability: By participating or accepting a prize (if applicable), entrants agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with, this Contest or any prize shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal, state or local court located in the State of New York; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including, but not limited to, costs associated with entering this Contest, but in no event attorneys' fees; and (c) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

Choice of Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules (whether of New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than New Jersey.

Severability: The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

Construction: In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

Odds: Odds of being selected as a grand prize winner are dependent upon the total number of eligible entries received.

Official Rules & Winners List: For a copy of these Official Rules, or the name of prize winners, send a self-addressed, stamped envelope to be received by 4/8/2024 to: PrimoHoagies Grand Opening Sweepstakes, 6608 Hwy 6 N, Houston, TX 77084. PLEASE SPECIFY which you are requesting, official rules or winners list.

Sponsors: This Sweepstakes is sponsored and administered by LM Primo Partners LLC, 6608 Hwy 6 N, Houston, TX 77084

Acknowledgement: Sponsor and entrants acknowledge and agree Facebook and Apple Inc. nor any of their respective owners, officers, directors, employees or representatives, are responsible in any manner whatsoever for the administration, implementation or operation of or for the Sweepstakes.