# Godfather's Pizza "Come Dine With Us" Sweepstakes Official Rules

## NO PURCHASE REQUIRED TO ENTER OR WIN.

- 1. Eligibility: The Godfather's Pizza "Come Dine With Us" Sweepstakes (the "Promotion") is open only to legal residents of the states of Iowa, Kansas, Nebraska, and South Daokota who are 18 years of age or older at the time of entry, and the Promotion is not open to residents of any other state or the District of Columbia. Employees and non-employee workers of The Coca-Cola Company, Coca-Cola bottlers, Godfather's Pizza Inc., its franchisees, and their respective parent companies, subsidiaries, affiliates, agents and those prize providers and agencies that are involved in the development or execution of this Promotion or any of its materials, and the immediate family (spouse, parents, siblings, and children) and household members of each such person are not eligible. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law. The Promotion consists of a Scratch Off ticket and a Sweepstakes (the "Sweepstakes"). No purchase is necessary to enter or win. A purchase will not increase your chances of winning.
- **2. Sponsor and Administrator:** Godfather's Pizza, Inc., 2808 North 108<sup>th</sup> Street, Omaha, NE 68164.
- **3.** Agreement to Official Rules: By participating in the Promotion, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and Administrator, which are final and binding in all matters related to the Promotion. Non-compliance may result in disqualification.
- **4. Promotion Period:** The Promotion begins at 12:00 a.m. Eastern ("ET"), November 7, 2022 and ends when the supply of scratch off tickets have been distributed (the "Promotion Period").
- **5. How to Play:** During the Promotion Period, visit any participating Godfather's Pizza location and place a dine-in order. You will receive 1 Scratch Off ticket per order. Alternatively, you can request a Scratch Off ticket by printing your name and residential address, email address, phone and date of birth on a 3" x 5" card. Mail in an envelope with proper postage to Godfather's Pizza Marketing, 2808 N. 108<sup>th</sup> Street, Omaha, NE 68164. Must be legible and complete. No copies. One name on each entry and one entry per envelope. Entries must be postmarked no later than December 23, 2022. Limit one per day. You may not use more than one name or residential or email address. You must complete your own entry. No use of any automated, form filling, programmed or similar service or system is permitted.

#### 6. Prizes:

#### a. Sweepstakes Prize:

<u>1 GRAND PRIZE</u>: "Pizza for a Year" paid out as a \$325 Godfather's Pizza Gift Card. Value ("ARV"): \$325. The odds of winning the Sweepstakes Prize are 1:25,000.

## b. Instant Win Game Prizes:

250 CINNAMON MONKEY BREAD. ARV: \$7.44

250 SMALL CHEESESTICKS: ARV: \$7.44

50 Large Pepperoni Pizza: ARV: \$20.84

The odds of winning an Instant Win Game prize depend on the number of prizes available divided by the number of eligible Instant Win Game plays.

The Sweepstake Prize and the Instant Win Game Prizes may be redeemed only at the following Godfather's Pizza locations, which are the only locations participating in this contest:

132 South 6th Street, Plattsmouth, Nebraska
1851 East 23rd Street, Fremont, Nebraska
14139 Q Street, Omaha, Nebraska
417 North Saddle Creek Road, Omaha, Nebraska
7403 North 30th Street, Omaha, Nebraska
806 Village Square, Gretna, Nebraska
7920 South 84th Street, La Vista, Nebraska
17935 Welch Plaza #106, Omaha, Nebraska
2117 South 67th Street, Building 4, Omaha, Nebraska
3141 North 108th Street, Omaha, Nebraska
3811 Twin Creek Drive, Suite 100, Bellevue, Nebraska
5107 West 41st Street, Sioux Falls, South Dakota
5300 SW 17th Street, Topeka, Kansas
4840 South Broadway, Wichita, Kansas
3020 West Broadway, Council Bluffs, Iowa

928 Valley View Drive #9, Council Bluffs, Iowa

<u>For All Prizes</u>: No substitution, exchange or transfer of prize by any winner is permitted. Sponsor reserves the right to substitute any prize for one of equal or greater value. Winners are responsible for all taxes and fees associated with prize receipt and/or use. <u>Limit</u>: 1 Sweepstakes Prize and 1 Instant Win Game Prize per person. Total ARV of all prizes: \$5,087.

- **7. Publicity:** Except where prohibited, participation in the Promotion constitutes entrant's consent for Sponsor and its designees to use entrant's name, prize information, likeness, city and state of residence for promotional purposes in any media without further consideration.
- 8. General Conditions: In the event that the operation, security, or administration of the Promotion is impaired in any way for any reason, including, but, not limited to, fraud, technical failures, regularly-scheduled maintenance, virus or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Promotion to address the impairment, then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; or (b) cancel the Promotion and award the prizes in a random drawing from among all eligible entries received up to the time of impairment. You are not a winner unless and until you have fully complied with the Rules and all award processes have been completed (including affidavits and any verifications required by Sponsor). All entries must use your actual name and residential address (as on your driver's license or government ID)(no P.O. boxes). Documents must be signed by parent/legal guardian of a minor. Entries become Sponsor's property and will not be returned. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of the Official Rules of this or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from or prosecution of any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- **9. Release and Limitations of Liability:** Except where prohibited, by participating in the Promotion, entrants agree to release and hold harmless The Coca-Cola Company, Coca-Cola bottlers, Godfather's Pizza Inc., its franchisees, and their respective parents, subsidiaries, affiliates, promotional partners, prize partners, agents and agencies, and the officers, directors and employees of each of them (the "Released Parties") from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) printing errors; (d) errors in the

administration of the Promotion or the processing of registrations and game plays; (e) late, lost, or undeliverable mail: or (f) 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 Promotion or receipt, use or misuse of any prize. ENTRANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION, THE RELEASED PARTIES' LIABILITY WILL BE LIMITED TO THE COST OF ENTERING AND PARTICIPATING IN THE PROMOTION AND IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ATTORNEY'S FEES. ENTRANT WAIVES THE RIGHT TO CLAIM ANY WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE. DAMAGES CONSEQUENTIAL, DIRECT, OR INDIRECT DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). 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 Sweepstakes entry or Instant Win Game play, if it is possible. If the Promotion has been discontinued for any reason. Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any prize offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, programming or any other reasons cause more than the stated number of prizes as set forth herein 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, un-awarded, eligible prize claims.

- **10. Disputes:** Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Nebraska or the appropriate Nebraska State Court located in Douglas County, Nebraska; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering any Promotion, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Nebraska, without giving effect to any choice of law or conflict of law rules (whether of the State of Nebraska or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Nebraska.
- 11. Indemnity: By participating, you further agree to indemnify, hold harmless, and defend the Released Parties and their respective agents, representatives, officers, directors, shareholders and employees from and against any injuries, losses, damages, claims, actions and liability of any kind resulting from or in connection with the Promotion or the Prizes.
- **12. Promotion Results:** Mail a self-addressed stamped envelope to Winners List, Godfather's Pizza, Inc., 2808 North 108<sup>th</sup> Street, Omaha, NE 68164 to receive the name of the grand prize winner. List will be sent once grand prize is awarded.
- **13. Privacy Notice.** Godfather's Pizza, Inc., its participating franchisees (collectively, "GPI") and Administrator collect personal data when you enter this Promotion. Entering this Promotion constitutes your permission for GPI, Administrator and associated companies to maintain the data contained on the entry form. This data is collected to maintain a record of those who enter the Promotion, to ensure contact with potential winner, and for marketing purposes. All information submitted by you will be treated according to Sponsor's Privacy Policy available at <a href="https://shop.godfathers.com/privacy/">https://shop.godfathers.com/privacy/</a>.
- **14. NO WARRANTY:** ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

SOME JURISDICTIONS MAY NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CHECK YOUR LOCAL LAWS.