

Yard House 'Chief Beer Officer' Contest

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

THE PRIZE IS NOT A JOB OR AN OFFER AN EMPLOYMENT.

1. Eligibility: The Yard House 'Chief Beer Officer' Contest (the "Contest") is open only to legal residents of the United States who reside within 20 miles of a Yard House restaurant and are at least twenty-one (21) years old at the time of entry. Yard House restaurants are located in each of the following states: Arizona, California, Colorado, Connecticut, Washington, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Kansas, Massachusetts, Maryland, Michigan, Minnesota, Missouri, North Carolina, New Jersey, Nevada, New York, Ohio, Pennsylvania, South Carolina, Texas, Virginia, and Washington. See the Yard House website to find a location: <https://www.yardhouse.com/locations/location-search>. Employees and contractors of Darden Corporation, Merkle Inc., and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited.

2. Sponsor/Administrator: Darden Corporation, 1000 Darden Center Drive, Orlando, FL 32837.

3. Agreement to Official Rules: Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to this Contest. Winning the prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Contest begins on August 7, 2024 at approximately 9:00 a.m. Eastern Time ("ET") ends on August 21, 2024 at 11:59 p.m. ET (the "Contest Period"). Sponsor's servers are the official time-keeping devices for the Contest.

5. How to Enter: During the Contest Period, take the following actions to receive one (1) Contest entry:

(a) Create an original essay, poem, photo, or video that describes your love of beer and why you should be selected as Yard House's honorary 'Chief Beer Officer' (herein your "Submission"). Your Submission need not include any reference, positive or negative, to Sponsor's products or services. Including a reference to or image of Sponsor's products or services in your Submission will not improve your chances of winning.

(b) Email your Submission to chiefbeerofficer@yardhouse.com and include your full first and last name, your valid home address including ZIP Code, and your date of birth in the body of your email.

By sending your Submission, you agree that it conforms to the Guidelines, Permissions, and Content Restrictions below and that Sponsor, in its sole discretion, may disqualify you if it believes that it fails to conform. Where your Submission meets all requirements, your Submission will be deemed one (1) Contest entry.

Guidelines:

- Where applicable, Submission must be in .png, .jpg, .mp4, .doc, or .pdf format;
- The Submission must not exceed 20 MB in size;
- If your Submission is in written form (essay, poem, or similar), it must not exceed 250 words in length;
- Submission may not be a link to a post on a social platform or any internet location; and
- The Submission must be in English.

Permissions: Entrant must have permission from any recognizable individuals who appear in the Submission to use their names and likenesses in the Submission and to grant the rights set forth herein. Any recognizable individual must be at least 21 years old. If requested, entrant must be able to provide such permissions or proof in a form acceptable to Sponsor.

Content Restrictions:

- The Submission must be your original work;
- Your Submission must not make reference to or include: alcoholic beverages other than beer, must not display consumption of any alcoholic beverage, and must not reference or display over-consumption of any alcoholic beverage.
- The Submission must not convey any claims of Sponsor's products or services that would be deemed unsubstantiated or deceptive if made by Sponsor;
- The Contest Entry must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
 - Accordingly, your Contest Entry must not contain brand names, copyrighted material, or trademarks other than those owned by Sponsor or included on Sponsor's menu; and
 - Your Contest Entry must not contain content created by third parties, including images or artwork and music;
- The Submission must not disparage Sponsor or any other person or party;
- The Submission must not contain material that is inappropriate, offensive, indecent, obscene, sexually explicit, tortious, defamatory, slanderous or libelous;
- Your Submission must not make reference to or include: health claims, marijuana, illegal drugs, tobacco, or firearms/weapons, any activities that are or appear to be dangerous, or any political agenda;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- The Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

Limit: Each entrant may submit one (1) Contest Entry during the Contest Period. Contest Entries received from any person or email address in excess of the stated limit will be void. Contest Entries generated by script, macro or other automated means are void. In the event of a dispute as to any Contest Entry, the authorized account holder of the email address used to submit the entry will be deemed to be the entrant and must comply with these Official Rules. The "authorized 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. Each entrant may be required to show proof of being an authorized account holder.

6. Sponsor's Use of Submissions: Submitting a Contest Entry constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such the Submission contained in the Contest Entry in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

7. Winner Determination: After the Contest Period, a panel of qualified judges determined by Sponsor in its sole discretion will select the entrant with the highest-scoring Submission from among all eligible Submissions based on the following criteria ("Judging Criteria"):

- Submission demonstrates passion for beer (40%);
- Creativity of Submission (40%); and
- Quality of Submission (20%)

In the event of a tie, the entrant whose Submission received the highest score for "Submission

demonstrates passion for beer,” as determined by the qualified judges in their sole discretion, will be deemed the potential winner from among the tied entrants. Sponsor reserves the right not to select a potential winner, if, in its sole discretion, it does not receive any eligible and qualified Submissions. Sponsor will not disclose judging scores.

8. Winner Requirements: Potential winner will be notified by Sponsor via email on or around September 30, 2024. The potential Grand Prize winner will be required to sign and return an IRS Form W-9 and a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release ("Declaration"), which must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim the prize ("Prize Acceptance"). If the potential winner cannot be contacted, fails to execute and return the Declaration or provide any other requested information within the required time period, does not comply with these Official Rules, or if any element of the prize is returned as undeliverable, potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Up to three (3) alternate winners may be determined, after which the prize will remain un-awarded.

9. Prize:

ONE (1) GRAND PRIZE: Winner will receive an in-restaurant experience at the Yard House location closest to winner's residence (determined by Sponsor in its sole discretion) that includes a tour of the keg room and an educational session with the restaurant's General Manager. Winner is responsible for arranging this in-restaurant experience with Sponsor on a date/time that is mutually agreeable and occurs within six (6) months of the date of Prize Acceptance. Winner will also receive Yard House gift cards totaling \$5,000; access to Level 1 Cicerone online training and exam; and winner's choice of Yard House merchandise offered through its catalog valued up to \$1,000 (subject to availability). **The prize is not an offer or contract of employment of any kind with any entity, including Sponsor. Accordingly, winner may not make any online or otherwise public statements identifying themselves as an employee/contractor, or speak on behalf of Sponsor.** Approximate Retail Value ("ARV"): \$6,280.00.

Sponsor will determine the date and time of the in-restaurant experience in its sole discretion. Winner must complete the in-restaurant experience on the date and at the location set forth by Sponsor or this portion of the prize will be forfeited in its entirety. Prize is non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize (or a component thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) prize per person. Except for the in-restaurant experience, prize will be fulfilled within 12-16 weeks from Prize Acceptance. If winner fails to arrange for in-restaurant experience within six (6) months of the Prize Acceptance date, this element of the prize will be forfeited.

10. Release: By receipt of any prize, winner agrees to release and hold harmless the Sponsor, Merkle Inc., and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize, including any related travel.

11. Publicity: Acceptance of any prize shall constitute and signify the winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, Submission, and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

12. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest if any fraud, technical failures, human error, any other factor impairs the integrity or proper functioning of the Contest, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Contest, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winner from among all non-

suspect, eligible entries received up to time of such action using the judging procedure outlined above. In addition, Sponsor reserves the right to disqualify any individual it finds to be tampering with the Entry process or the operation of the Contest or to be acting in an unsportsmanlike or disruptive manner or in violation of the Official Rules of this promotion. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

13. Limitations of Liability: Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other 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 Submission process or the Contest; (d) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions, or the announcement of the prizes or in any Contest-related materials; 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 any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected, undeliverable, incomplete, lost, or late Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission.

14. Disputes: Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Middle District of Florida or the appropriate Florida State Court located in Orange County, Florida; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. 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 Contest, shall be governed by, and construed in accordance with, the laws of the State of Florida without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

15. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy <https://www.darden.com/privacy-notice#:~:text=Compliance%20With%20Laws%3A%20We%20may,disclosure%20is%20necessary%20to%20protect>

16. Winner List: The name of the winner can be obtained by sending a self-addressed, stamped envelope to:

Darden Corporation
ATTN: Yard House Communications
1000 Darden Center Drive, Orlando, FL 32837.

Requests for winner must be received by November 30, 2024.

© 2024 Merkle Inc. All rights reserved.