

## Official Rules

### 2016 Zinburger 'ZinfullMoment' Contest

**THIS CONTEST IS OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES WHO ARE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY.**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR CLAIM THE PRIZE. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.**

**Fox Restaurant Concepts, LLC is the "Sponsor" of this contest.**

**1. ELIGIBILITY:** The 2016 Zinburger 'ZinfullMoment' contest (the "Contest") is open to legal residents of the United States, 18 years of age or older at time of entry. Officers, directors, employees and agents of Fox Restaurant Concepts, LLC and its respective affiliated companies, agencies, and immediate families (collectively, the "Fox Restaurant Concepts Affiliates") are not eligible. The Contest is void where prohibited.

**2. AGREEMENT TO THE OFFICIAL RULES:** By participating in the Sweepstakes, all entrants fully and unconditionally agree to and accept these Official Rules and the Sponsor's decisions which are final and binding in all matters related to the Sweepstakes. Winning the prizes (described below) is contingent upon fulfilling all requirements set forth herein.

**3. HOW TO ENTER:** The Contest begins at 12:00 a.m. Mountain Standard Time ("MST") on May 2, 2016 and ends at 11:59 p.m. MST on May 30, 2016 ("Contest Period"). To enter use #ZinfullMoment on an Instagram or Facebook post/photo of your Zinfull moment ("Entry"). The winner will be notified via Instagram Direct Message. Anonymous Entries will not be eligible. Only Entries submitted via Facebook or Instagram will be accepted. Entries submitted via any other method, including but not limited to U.S. Postal Service, facsimile or other express delivery services, will NOT be accepted. Entries must be received no later than the close of the Contest Period.

**4. ENTRY REQUIREMENTS:** Entries (including the picture) (i) must be the original and sole creation of the submitting entrant, and all right, title and interest including but not limited to, the copyright in any Entry, must be owned solely by the submitting entrant; (ii) must not contain or be confusingly similar to any third party product names, brand names or trademarks. (iii) may not have been submitted in any other competition, (iv) may not have been published; (v) may not infringe upon any third party's rights, including but not limited to, copyright, patent or trademark, or rights of privacy or publicity, or contain material that is or may be considered defamatory, slanderous or libelous, or portray or depict any person, product or entity in a false light; (vi) may not violate any law, rule or regulation; (vii) may not contain any virus, bugs, or other deleterious material; and (viii) may not contain inappropriate content, for example but not limited to, profanity, defamatory statements, words or symbols widely considered offensive to individuals of any certain race, ethnicity, religious, sexual orientation or socioeconomic groups, threats to any person, place, business, or group. Each entrant warrants and represents that his/her Entry complies with all of those conditions. Any non-complying Entry will subject the entrant to disqualification in Sponsor's sole discretion. By submitting an Entry, entrant grants Sponsor a worldwide, royalty free license in any and all media, now know or hereafter created, to copy, prepare derivative works, and distribute the entrant's Entry materials. Entrants hereby waive in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar

rights or principles of law that winner may now or later have to his/her Entry. Sponsor reserves the right to alter, change or modify the entrant's Entry, in its sole discretion.

Sponsor is not responsible for Entries that are incomplete or inaccurate whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of entries. Sponsor is not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature. All entry information and recipes become the property of the Sponsor and will not be returned. By submitting an Entry, you agree that your submission is gratuitous and made without restriction, and will not place Sponsor under any obligation that Sponsor is free to disclose or otherwise disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you. By entering, you acknowledge that Sponsor has no obligation to use or post any Entry you submit. There is no limit on the number of unique Entries you may enter.

Instagram [and Facebook](#) entries will be deemed to have been submitted by the person registered to the Instagram [or Facebook](#) account from which entries are received. Once you submit your Entry, you will be officially entered into the Contest. Entries cannot be revised or altered once submitted. Automated means of entry and entries by any means which subvert the entry process are prohibited and all such entries will be void.

#### **5. SELECTION OF WINNERS/PRIZES:**

One (1) Entry will be chosen by Sponsor by creativity of picture, in Sponsor's reasonable discretion. The winner will win a \$600 Fox Restaurant Concepts gift card. The winner will be selected on or about June 7, 2016 and will be contacted by Sponsor through the winner's email or via Direct Message on Instagram [or Facebook](#). The potential winner will be required to reply to the email and be will be required to sign and return an affidavit of eligibility liability/publicity release, and copyright assignment within five (5) days to accept the prize. Return of any prize notification as undeliverable will result in forfeiture of prize. If the winner is unwilling or unable to accept the prize, the prize will be forfeited. In the event the prize is forfeited, the prize will be awarded to the next highest scoring entrant. In the event that multiple Entries are received with the same name/ingredients, the winner will be the first Entry our reviewing team reviewed with the winning name/ingredients.

**6. PRIZE DETAILS AND RESTRICTIONS:** The prize is non-transferable. Federal, state and local taxes, if any, associated with the acceptance of the prize are the sole responsibility of the winner and its designated charity.

**7. ASSIGNMENT OF RIGHTS TO NAME:** You agree that, by entering the Contest, you irrevocably assign and transfer to Sponsor all right, title and interest in the ZinfullMoment picture throughout the world, including, without limitation, all trademark rights, and you agree to execute any additional documents Sponsor may deem necessary to evidence or effectuate such assignment. Sponsor's rights with respect to the Entry include, but are not limited to: (a) the exclusive right to use, publish, display or reproduce the proposed margarita name on products, packaging, advertising for purposes of trade and any other lawful purpose; (b) the exclusive right to alter, revise or change the Entry in any way; (c) the exclusive right to secure trademark

and copyright registrations and other rights in the entry anywhere throughout the world; (d) the exclusive right to license, exploit, sell, assign, or otherwise dispose of the entry or any of the said rights included therein for any purpose which Sponsor may see fit; and (e) any and all subsidiary rights in the Entry.

**8. CONDITIONS OF PARTICIPATION:** Sponsor is not responsible in the event that the participant provides any incorrect, expired, or otherwise invalid information. The Sponsor shall have the right to disqualify any Entries that do not comply with the Official Rules, as determined by Sponsor in its sole discretion. The potential winner may be required to agree to a criminal background check and may be disqualified if the background check reveals anything that could bring Sponsor into disrepute due to winner's association with Sponsor, as determined by Sponsor in its sole discretion. By accepting a prize, the winner irrevocably consent to the use of such winner's name, likeness, image, voice, performance (in connection with interviews and other recordings), biographical information, and statements relating to the Contest or Sponsor or its affiliated parties, without further compensation, in all world-wide marketing, promotion, and publicity carried out in perpetuity by any of Sponsor or its affiliated parties in connection with this Contest. The winner further grant to Sponsor the right to use and publish his proper name and state or country of residence online, in print and any other media now known or hereafter devised in connection with this Contest in perpetuity. In the event of noncompliance with any requirements, a winner may be disqualified and an alternate winner may be selected, at Sponsor's sole discretion.

**9. DISCLAIMERS AND LIMITATION OF LIABILITY:** Sponsor and its affiliated entities are not responsible or liable for Entries that are illegible, late, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, incomplete, or otherwise not in compliance with these Official Rules, and all such Entries will be disqualified. By participating in the Contest, each entrant agrees to waive any rights to claim ambiguity with the Official Rules, and that Sponsor and its affiliated entities shall have no responsibility or liability (including, but not limited to, liability for any property loss, damage, personal injury or death) in connection with: operation of the Contest, participation in the Contest; acceptance/possession (including, but not limited to, delays by shipping companies), defects, and/or use/misuse of a prize (including, but not limited to, cancellation/postponement of screening date); discontinued prizes; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or internet service provider utilized by Sponsor; interruption or inability to access Sponsor, its affiliated entities and their respective websites, or any online service via the internet due to hardware or software compatibility problems; any damage to participant's (or any third person's) computer and/or its contents related to or resulting from any part of the Contest; any lost/delayed data transmissions, omissions, interruptions, defects; and/or any other errors or malfunctions, even if caused by the negligence of Sponsor or any one of its affiliated entities. Sponsor shall not be liable for direct, indirect, incidental, special or consequential damages. Each participant further agrees to indemnify and hold harmless Sponsor and its affiliated entities from and against any and all liability resulting or arising from the Contest and to release all rights to bring any claim, action or proceeding against Sponsor, Fox Restaurant Concepts Affiliates, Facebook, Inc. or any their respective officers, directors, employees, agents, and other representatives from any liability whatsoever for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest, with the acceptance, possession or use of any prize (including without limitation, claims, costs, injuries or losses related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light). Sponsor and/or its affiliated entities shall in no event be liable for any injury, damage, loss, expense, accident,

delay, inconvenience or irregularity that may be caused or contributed to (1) by any wrongful, negligent or unauthorized act or omission on the part of any of the prize suppliers or any of their agents, servants, employees or independent contractors, (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of Sponsor, or (3) by any other cause, condition or event whatsoever beyond the control of Sponsor or its parents, subsidiaries and affiliated companies. Title of this Contest may change during the Contest. Any attempt to cheat the Contest, as determined at the sole discretion of the Sponsor, may result in immediate disqualification of the entrant, as well as other possible consequences, including disqualification from any and all existing and future contests. Any attempt to cheat by creating fake profiles will be looked upon very seriously, and can result in immediate and permanent ban, and possible further action. Irrelevant entries, as deemed irrelevant at the sole discretion of Sponsor, and those using copyrighted content may be removed and disqualified from the Contest.

**10. GENERAL INFORMATION:** Sponsor reserves the right to permanently disqualify from this Contest any person it believes has violated these Official Rules. Sponsor reserves the right to terminate, cancel, suspend and/or modify the Contest if any fraud, virus or other problem corrupts the administration, security, or proper play of the Contest, as determined by Sponsor its sole discretion. If Contest is terminated before the end date/time, Sponsor will determine the winners from all eligible entries received as of the termination date/time. If any such malfunction, error, disruption or similar damage occurs and impairs the administration, security, fairness, integrity or proper play of the Contest, Sponsor may, in its sole discretion, suspend or terminate the Contest by posting a notice at [www.blancotacostequila.com](http://www.blancotacostequila.com). This Contest is governed by the laws of the State of Arizona, and by entering, entrants agree that any and all dispute shall be resolved in the federal and state courts located in Maricopa County, Arizona. Entrants agree to resolve any dispute individually, without resort to a class action.

**11. PRIVACY POLICY:** You are providing your information to the Sponsor and not to Instagram. Please see the Sponsor's privacy policy at <http://www.foxrc.com/privacy-policy/> for details of our policy regarding the personal information collected in connection with this Contest. The terms of such privacy policy are incorporated into, and considered part of, these Official Rules. By submitting an Entry in the Contest, you hereby warrant and represent that it conforms to the requirements set forth herein.

**12 WINNERS' NAMES:** For the name of the winner, please send a self-addressed stamped envelope, to:

Fox Restaurant Concepts LLC  
Zinburger ZinfullMoment Campaign  
4455 E. Camelback Road, Suite B100  
Phoenix, AZ 85018

Winner's name will be available after June 7, 2016. Requests must be received by July 7, 2016.

**13. SPONSOR OF CONTEST:** Fox Restaurant Concepts LLC; 4455 E. Camelback Road, Suite B100, Phoenix, AZ 85018.