

## **GENERAL CONTESTING RULES**

Chimney Rock Inn, its subsidiaries and affiliated companies (together, the "Company"), will conduct its contests substantially as described in these general contesting rules, and by participating, each participant agrees as follows:

The Company may from time to time conduct contests concurrently and simultaneously on several participating restaurants owned by the Company.

1. **Prize(s)**. The prize(s) that may be awarded to the eligible winner(s) are not transferable, redeemable for cash or exchangeable for any other prize. All prizes must be redeemed from Chimney Rock Inn within 30 days of the contest end date unless otherwise stated in the contest's official rules. Certain prizes are date specific (i.e. concerts, trips) and the winner or winners must be available on the dates specified. If a winner cannot be contacted or is disqualified for any reason, the Company reserves the right to determine an alternate winner or not to award that winner's prize, in its sole discretion.

2. **Eligibility and Limitations**. Participants and winner(s) must be U.S. residents. The age limit will vary from contest to contest as determined by Chimney Rock Inn, please refer to each contest's official rules. If the contest is open to minors, a parent or guardian of any participant who is a minor must sign a release on behalf of the minor to be eligible to receive a prize, but the Company reserves the right to refuse to award a prize to or on behalf of any minor. Unless otherwise stated in the official contest rules, only one (1) entry per person. Only one (1) prize valued less than \$250 per household for the Contest for any thirty (30) day period. Only one (1) prize valued more than \$250 per household for the Contest for any ninety (90) day period. If a contestant receives multiple and/or irregular votes from the same user or users, regardless of the source, Chimney Rock Inn reserves the right to disqualify the contestant in its sole discretion. Employees of the Company, the Contest's participating sponsors and their advertising agencies, and members of the immediate family of any such persons are not eligible to participate and win. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

3. **Publicity; Use of Personal Information**. By participating, where allowed by law, all participants and winner(s) grant the Company exclusive permission to use their names, characters, photographs, and likenesses in connection with promotion of this and other contests and waive any claims to royalty, right, or remuneration for such use. By participating in the Contest, where allowed by law, participants agree that the Company may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes.

4. **Consumer Created Content**. IF THE ENTRY FOR THE CONTEST INCLUDES ANY CREATIVE MATERIAL FROM THE PARTICIPANT, INCLUDING BUT NOT LIMITED TO, CONSUMER CREATED CONTENT, BY ENTERING THE CONTEST EACH PARTICIPANT IS VERIFYING THAT (1) YOU ARE THE OWNER AND PRODUCER OF THE SUBMITTED MATERIAL AND THAT NO THIRD PARTY OWNERSHIP RIGHTS EXIST TO ANY MATERIAL SUBMITTED, AND (2) YOU ARE HEREBY GRANTING THE COMPANY A PERPETUAL, WORLDWIDE, NON-EXCLUSIVE, ROYALTY-FREE, SUB-LICENSABLE (THROUGH MULTIPLE TIERS) RIGHT AND LICENSE TO USE, PUBLISH, REPRODUCE, DISPLAY, PERFORM, ADAPT, MODIFY, DISTRIBUTE, HAVE DISTRIBUTED AND PROMOTE SUCH CONTENT IN ANY FORM, IN ALL MEDIA NOW KNOWN OR HEREINAFTER CREATED, ANYWHERE IN THE WORLD, FOR ANY PURPOSE.

5. **Release**. By participating in the Contest, each participant and winner waives any and all claims of liability against the Company, its employees and agents, the Contest's sponsors and their respective employees and agents, for any personal injury or loss that may occur from the conduct of, or participation in, the Contest, or from the use of any prize. In order to receive a prize, participants must sign an official waiver form provided by the Company.

6. **Taxes**. Any valuation of the prize(s) stated above is based on available information provided to the Company, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes related to the prize(s) and paying any expenses associated with any prizes which are not specifically provided for in the

official rules. Each winner must provide the Company with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from the Company will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

7. Conduct and Decisions. By participating in the Contest, participants agree to be bound by the decisions of Company personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Company will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Company's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Company, the Company reserves the right to terminate this Contest, or make such other decisions regarding the outcome as the Company deems appropriate. All decisions will be made by the Company and are final. The Company may vary any of these rules in its sole discretion.

8. Miscellaneous. Void where prohibited. Odds of winning depend upon the number of participants. Each winner must submit proof of eligibility and sign the Company's release form to claim the prize. The Company may substitute prizes, amend the rules or discontinue the Contest at any time as announced. The Company disclaims any responsibility to notify participants of any aspect related to the conduct of the Contest. For a copy of the rules, or where required by law, a list of winners, visit Chimney Rock Inn during normal business hours or visit the Companies website. All entries become the property of the Company and will not be returned.

9. Compliance with Law. The conduct of the Contest is governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein. Chimney Rock Inn shall follow the applicable laws for conducting contests, including notice to the state attorney general or consumer affairs office, posting of a prize bond, furnishing lists of winners, providing specific written information about the Contest, etc. as required by local and state law.