

## **Bahama Breeze Margs and Manifestations**

### **Official Rules**

**1. Eligibility:** Bahama Breeze Margs and Manifestations (the "Contest") is open only to legal residents of the fifty (50) United States and the District of Columbia excluding Iowa, Louisiana, Maryland and Tennessee who are at least twenty-one (21) years old at the time of entry. Employees of Darden Corporation ("Sponsor"), its contractors, 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 in Iowa, Louisiana, Maryland, Tennessee and where prohibited.

**2. Sponsor:** 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 February 1, 2025 at 12:00 p.m. a.m. Eastern Time ("ET") and ends on February 28, 2025 at 11:59 p.m. ET (the "Contest Period"). Instagram's servers are the official time-keeping devices for the Contest.

#### **5. How to Enter:**

**Participation Requirements:** To participate, you will need to have a personal and public Instagram account. Creating an Instagram account is free but is subject to the Instagram [Terms of Use](#). **If entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply.**

**Entry Requirements:** During the Contest Period, take the following actions to receive an entry:

- Follow @bahamabreezeislandgrille on Instagram; and
- Post a photo or video of you and one (1) or more friends or family discussing, writing down, creating vision boards or otherwise sharing your 2025 manifestations (i.e. your goals, visions and dreams for 2025) while enjoying margaritas at a Bahama Breeze location and include the hashtags #MargsandManifestations and #BahamaBreezeContest in the original caption to your post (herein, your "Post"). Your Post must also comply with the **Guidelines and Content Restrictions for your Entry** outlined below;
- Your account settings must be public and remain public during the Contest Period and until the prizes are awarded (as described in Section 8); and
- You must not change your Instagram handle during the Contest Period and until the prizes are awarded (as described in Section 8) so we are able to communicate with you.

**NOTE: Including a positive reference to Sponsor's products or services in your Post will not improve your chances of winning.** Posts to Instagram Stories as well as Instagram posts where the hashtags are included in a comment rather than the caption of the original post will not be deemed entries.

#### **Guidelines and Content Restrictions for your Entry:**

- Your Post must be your original work;
- Your Post must meet Instagram's format and size requirements;
- Your Post must be in English;
- You must have permission from any recognizable individuals who appear in your Post to use their names and likenesses in the Post and to grant the rights set forth herein. Any recognizable individual in the Post must be at least twenty-one (21) years old. If requested, entrant must be able to provide such permissions or proof in a form acceptable to Sponsor;
- Your Post must not make reference to or include: alcoholic beverages other than margaritas, must not display consumption of any alcoholic beverage, and must not reference or display over-consumption of any alcoholic beverage;

- Your Post must not convey any claims of Sponsor's products or services that would be deemed unsubstantiated or deceptive if made by Sponsor;
- Your Post 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 Post must not contain brand names, branded products or trademarks other than those owned by Sponsor, and
  - Your Post must not contain content created by a third party, such as music (but see exception below), images or artwork;
  - Notwithstanding the above, your Post may contain music that is made available for general use on Instagram; however, such music will be removed by Sponsor prior to Sponsor's use pursuant to Section 6 below.
- Your Post must not disparage Sponsor or any other person or party;
- Your Post must not promote or reference alcohol other than margaritas, illegal drugs, marijuana, tobacco, or firearms/weapons, any activities that are or appear to be dangerous, or any political agenda;
- Your Post must not contain material that is inappropriate, offensive, indecent, obscene, sexually explicit, tortious, defamatory, slanderous or libelous;
- Your Post 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
- Your Post must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where your Post is created.

By posting on Instagram to enter this Contest, you agree that your Post conforms to the **Guidelines and Content Restrictions** below and that Sponsor, in its sole discretion, may disqualify you if it believes that it fails to conform. Where your Post meets all requirements, your Post will be deemed one (1) "Contest Entry."

**Limits:** You may enter one (1) time during the Contest Period. Entries received from any person in excess of the stated limit will be void. Posts generated by script, macro or other automated means are void. Multiple entrants are not permitted to share the same Instagram account. Any attempt by any entrant to obtain more than one (1) Contest Entry by using multiple/different Instagram accounts, identities, registrations and logins or any other methods will void that entrant's entries and that entrant may be disqualified. In the event of a dispute as to the identity of an entrant, Sponsor will rely on entrant's Instagram handle and other information included in their Instagram profile. If additional information provided by entrant to claim the prize is inconsistent with the Instagram account used to enter, Sponsor may disqualify such entrant and such disqualification may result in the forfeiture of any prizes won. Sponsor, in its discretion, may request additional documentation from entrant to confirm entrant's identity.

**6. Sponsor's Use of Social Post Content:** Posting 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 Contest Entries 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 Contest Entry.

**7. Winner Determination:** A panel of qualified judges determined by Sponsor in its sole discretion will select the one (1) entrant with the highest-scoring Contest Entry from among all eligible Contest Entries based on the following judging criteria:

- **Genuineness:** Does the Contest Entry showcase entrant genuinely manifesting entrant's 2025 goals and dreams, reflecting entrant's true vision and self-expression, all while enjoying margaritas (45%);
- **Creativity and Originality:** Is the Contest Entry unique and identifiable to the entrant, reflecting their personal creativity and original perspective (45%)
- **Quality of Contest Entry:** No spelling or grammatical errors, is the photo/video of good quality and well presented (10%)

Subject to the entrant's compliance with these Official Rules, the entrant whose Contest Entry receives highest score will be deemed the potential Grand Prize winner. In the event of a tie, the entrant whose Contest Entry received the highest score for Creativity and Originality, as determined by the qualified judges in their sole discretion, will be deemed the potential Grand Prize winner from among the tied entrants. Sponsor reserves the right to not select a winner if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Contest Entries. Sponsor will not disclose judging scores.

**8. Winner Requirements:** On or around March 14, 2025, the potential winner will be contacted by direct message from @bahamabreezeislandgrille on Instagram and will be asked provide their name, mailing address (P.O. Boxes not permitted) and date of birth to confirm eligibility and for prize fulfillment purposes within three (3) days of the date notice or attempted notice is sent in order to claim the prize. Next, the potential winner will receive via email a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release ("Declaration") and IRS Form W-9, each of which must be signed, returned and received by Sponsor within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If the potential winner cannot be contacted, fails to sign and return the Declaration or IRS Form W-9 or provide any other requested information within the required time period (as applicable), or the prize is returned as undeliverable, the 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. Only three (3) alternate winners may be determined, after which the prize will remain un-awarded.

**9. Prize: One (1) Grand Prize:** One (1) check for \$5,000.00. Retail Value of Prize ("RV"): \$5,000.00.

**Additional Prize Terms:** 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 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. Prize will be fulfilled 8 – 10 weeks after the end of the Contest.

**10. Release:** By receipt of any prize, winner agrees to release and hold harmless the Sponsor, Meta Platforms, 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 any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance, use, inability to use, misuse or redemption of a prize (including any injury or harm related thereto).

**11. Publicity:** Acceptance of any prize shall constitute and signify winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, including winner's Instagram profile photo, Contest Entry, 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. Sponsor is not obligated to use any of the above-mentioned information or publicity materials but may do so and edit such information or materials at its sole discretion, without further obligation or compensation.

**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, 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 Contest Entries received up to time of such action using the judging procedure outlined above. Sponsor may also modify the prizes offered. 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 violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries. 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. In the event there is a discrepancy or inconsistency between, any other statements contained in any Contest-related materials and the Official Rules as posted in the @on the Promotion Site, the Official Rules as posted on the Promotion Site shall prevail, govern, and control.

**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 entry process or the Contest; (d) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, processing or judging of Contest Entries, the announcement of the prizes or in any Contest-related materials; (e) late, lost, undeliverable, damaged or stolen mail; (f) lost, late, unreceived, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Posts or failure to receive Posts due to limitation of third-party social network platforms or (g) 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. Released Parties are not responsible for misdirected or undeliverable Posts 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 Post.

**14. Disputes:** Except where prohibited, each entrant agrees that: (a) 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; (b) 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 (c) 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. Severability:** If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

**16. Entrant's Personal Information:** Information collected from entrant is subject to Sponsor's [Privacy Policy](#).

**17. Winner List:** For a winner list, email your request to [guestrelations@bahamabreeze.com](mailto:guestrelations@bahamabreeze.com) by May 28, 2025. The winner list will be posted after winner confirmation is complete.

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