



## SUMMER 2019 SCRATCH OFF PROMOTION

***NO PURCHASE NECESSARY TO ENTER. VOID WHERE PROHIBITED.***

### 1) INTRODUCTION

a) **Eligibility:** The Giveaway is open and offered to legal United States residents with a valid government issued photo ID who are 18 years of age or older, and the age of majority in their states of residence if the age of majority is greater than 18, as of the day of the Giveaway. The following individuals are not eligible to participate in the Giveaway:

- i) Any Employee of Arooga's.
- ii) The immediate family (spouse, parents, siblings, children, step-parents, step-siblings, and step-children, regardless of where they live) of any Employee of Arooga's.
- iii) Any person living in a state or jurisdiction which prohibits the Giveaway.

b) **Definitions:** All terms used in these Official Rules shall have the meaning set forth in the Agreement or as given to them in Section 4(h) entitled "Definitions" at the end of these Official Rules.

### 2) CONTEST RULES

- a) **Promotion Period:** The Arooga's Wild Card Game ("Game") begins on 6/1/2019 and ends on 8/31/19 (the "Promotion Period"). Wild Card Game Scratch Off Tickets (each, a "Scratch Off Ticket") will be distributed between 6/1/2019 and 6/30/2019, or while supplies last (the "Distribution Period"). Scratch Off Tickets can be redeemed between 7/1/2019 and 8/31/2019 (the "Redemption Period") if eligible.
- b) **Eligibility:** Game is open to legal residents of the U.S. who are 18 years of age or older at time of entry. Employees of Arooga's Grille House & Sports Bar ("Sponsor"), and their respective parents, subsidiaries, affiliates, retailers and advertising and promotion agencies, and each of their immediate family members (spouse, parent, child or sibling, and their respective spouses, regardless of where they reside) and individuals living in the same households of each of these individuals, whether or not related, are not eligible to enter or win. Game is subject to all applicable federal, state and local laws. If a potential winner is at least 18 but still considered a minor in his/her state of jurisdiction of residence, prize may be awarded in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winners set forth herein.

- c) **How to Obtain a Scratch Off Ticket:** Visit a participating Arooga's location during the Distribution Period and obtain a Scratch Off Ticket, while supplies last by: 1) Dining at a participating Arooga's location, 2) Picking up a take-out order from a participating Arooga's location, 3) Without making a purchase, requesting a Scratch Off Ticket at any participating Arooga's restaurant while supplies last. **To be valid the Scratch Off Ticket should not be scratched by the participant prior to "redemption period". Tickets scratched by participant prior to "redemption period" are invalid.** Limit one (1) Scratch Off Ticket per person, per household, per visit during the Promotion Period.
- d) **How to Play the Game:** During the Redemption Period, bring your un-scratched Ticket to a participating Arooga's location. Ticket must be scratched by participant **IN THE PRESENCE OF AROOGA'S EMPLOYEE.** If the Ticket reveals a winning message, as determined by Sponsor, you will be a prize winner of the prize indicated, subject to verification of eligibility, validity of the Ticket and compliance with the terms of these Official Rules. **All Tickets Scratched prior to "redemption period" and not in the presence of an Arooga's employee at a participating Arooga's location will be void.**
- e) **Prize Conditions:** All prize details are at the sole discretion of the Sponsor. No substitution, cash equivalent or transfer of prizes (or portion thereof) permitted by winners. Sponsor reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value, at its sole discretion. All federal, state and local taxes, and all costs and expenses related to the acceptance and use of the prizes not specified herein as being provided are the sole responsibility of the winners. Prizes will be awarded "as is" with no warranty or guarantee, either expressed or implied by Sponsor. Certificates may not be used online or in conjunction with any other offer or discount.
- f) **Prize Redemption and Notification:** All Prizes must be claimed upon scratching ticket. Only one Scratch Off ticket may be redeemed at a time. Scratch off tickets can be brought into any of our participating locations by close of business 8/31/2019 for redemption (must be scratched in presence of Arooga's employee. Tickets scratched prior to redemption are invalid and ineligible for redemption. "Free Burgers for a Year" winners must redeem prize only at location where it was received. All potential winners will receive immediate prize notification instructions from an Arooga's employee following the scratching of their Ticket. Grand Prize winners will be contacted via phone or email (contact information provided to the Arooga's General Manager or Assistant General Manager at the applicable Arooga's location by the winner) within sixty (60) days following verification of the winning Ticket, eligibility and compliance with the terms of these Official Rules. Winner of \$500 cash prize will be paid by check from Arooga's Corporate office within 30 days of prize reveal. If prize is returned as undeliverable, documents are not returned within the stated time period or in the event of noncompliance with these Official Rules, prize may be forfeited and Sponsor will have no further obligation to such winner. In the event any Grand Prize remain unclaimed, they will not be awarded.

## FREE BURGERS FOR A YEAR WINNERS

### 1) AWARD

a) **Number of Persons.** Maximum of 10 award recipients by random distribution.

b) **Valid ID.** In order to receive the Giveaway each individual must present a valid photo ID to an Arooga's Employee at the time of the award of the Giveaway. Arooga's in its sole discretion shall determine the adequacy of the photo ID and other information submitted by a potential Winner.

c) **Compliance with Official Rules.** Each individual must also be in compliance with all of these Official Rules at the time of the Award of the Giveaway.

i) **Giveaway.** The Giveaway shall be the following: a single Free Arooga's Burger (up to \$13 value) per week for one year. The Giveaway winner must complete the Arooga's MVP ( Most Valuable Patron) signup sheet, and upon completion shall be issued a credit to their MVP card for the eligible days in that year. Burgers must be redeemed each week through the use of the MVP Loyalty program, and cannot be used in advance or carried over. The Free Burgers may only be used at the location from which they were awarded. The Free Burgers cannot be used during Playoff or Championship games for the NHL, NFL, MLB, NCAA, or NBA, or during any Pay Per View Sporting event such as UFC, Boxing, or WWE.

ii) The MVP Loyalty Program information must be presented to redeem.

iii) The Free Burgers shall expire one (1) year from reward issue date.

iv) The Giveaway has no cash value and may not be sold, offered for sale, assigned, transferred, offered for transfer, photocopied, duplicated, or redeemed or exchanged for cash, except by Arooga's, in its sole and absolute discretion, which reserves the right to substitute the Giveaway for an item of comparable or greater value if underlying food products become unavailable for any reason.

v) The Free Burgers offer may not be combined with any other promotion or offer.

vi) You are solely responsible for any applicable taxes and unspecified expenses associated with a Giveaway.

vii) In the event that the Giveaway is cancelled or preempted for any reason, including weather, no rain checks, exchanges, substitution or cash replacement value of a Giveaway will be provided.

## 2) MISCELLANEOUS

a) **Publicity:** Except where and as may be prohibited by law, participation in the Giveaway constitutes express permission by any Giveaway winner and any individual in the Designated Waiting Area to allow Arooga's to use such individual's name, photograph, image, likeness, voice, opinions, hometown, and/or state for advertising, trade, promotion, and publicity purposes in all forms of media now known or hereafter discovered or devised, worldwide in perpetuity, without further notice, review or approval, or compensation. If you do not agree to these terms, you should not participate in the Giveaway.

b) **General Conditions:** All federal, state, and local laws and regulations apply. Neither Arooga's nor any other Released Party is responsible for lost, late, incomplete, stolen, misdirected, illegible, for any incorrect or inaccurate information, whether caused by any individual, tampering, or by any of the equipment or programming associated with or utilized in the Giveaway, and neither Arooga's nor any Released Party assumes responsibility for any error, omission, defect, theft, destruction, or unauthorized access to the materials related to the Giveaway. Arooga's reserves the right, in its sole discretion, to disqualify any individual found to be tampering with the process of the Giveaway, to be acting in violation of these Official Rules, or to be acting illegally or in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. In such event(s), Arooga's reserves the right (in addition to disqualification of such individual) to seek damages from any such individual to the fullest extent permitted by law. If, for any reason, the Giveaway is not capable of running as planned by reason of, but not limited to, tampering, unauthorized intervention, actions by persons, weather, acts of God, fraud, or any other causes which, Arooga's, in its sole opinion, deems could corrupt or affect the administration, safety, security, fairness, integrity, or proper conduct of the Giveaway, or the Giveaway is otherwise not capable of running as planned, Arooga's reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Giveaway. In the event that the Giveaway cannot be awarded for any reason, or if an individual is not capable of redeeming the MVP Program burger credits for any reason, Arooga's shall not be obligated to award any such MVP Program burger credits, and Arooga's reserves the right, in its sole discretion, whether or not to substitute a MVP Program burger credits with a prize of comparable or greater value or cash value.

c) **Release:** By participating in this Giveaway, you your heirs, successors and assigns, release, remise, and forever discharge Arooga's, its agents, subsidiaries, divisions, parent companies, partners, members, affiliates, franchisees, predecessors, successors, assigns, holding companies, related companies, and all of their respective past, present and future directors, officers, shareholders, servants, attorneys, employees, trustees, assigns and representatives of and from any and all actions, causes of action, suits, debts, claims, sums of money, accounts, costs, expenses, counterclaims, set-offs, contributions, obligations, indemnification, and liabilities whatsoever, in law or equity, of whatever kind or nature without exception whether foreseen or unforeseen, matured or unmatured, known or unknown, accrued or not accrued, past, present or future, direct or indirect, liquidated, contingent or otherwise which you, alone or in combination with others, have, or can, shall or may hereafter have, against Arooga's or any of them for or by reason of, relating to, or arising out of your participation in the Giveaway.

d) **Limitation of Liability:** Except where prohibited, you agree that: (1) any and all disputes, claims, and causes of action arising out of or in connection with this Giveaway shall be

resolved individually, without resort to any form of class action; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) under no circumstances will you be permitted to obtain awards for, and you hereby waive any and all rights to claim punitive, incidental, consequential, and any other damages, other than for actual out-of-pocket expenses, and you hereby waive any and all rights to have damages multiplied or otherwise increased.

e) **Agreement to Official Rules:** By participating in the Giveaway, you fully and unconditionally agree to and accept these Official Rules and the decisions of Arooga's (including but not limited to Arooga's employee(s) handling the Giveaway), which are final and binding in all matters relating to the Giveaway. By participating in the Giveaway, you waive any right to claim ambiguity in these Official Rules. The failure or delay by Arooga's in enforcing any particular clause, provision, or aspect of these Official Rules shall not impact the validity, enforceability, or effect of such clause, provision or aspect, or any other clause, provision, or aspect of these Official Rules.

f) **Choice of Law:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of you in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania without regard to conflicts of law/choice of law doctrine of Pennsylvania, or any other jurisdiction, and all proceedings shall exclusively take place in the United States District Court for the Middle District of Pennsylvania, or the Court of Common Pleas of Dauphin County, Pennsylvania. You agree to the jurisdiction of such courts and waive any right to change of venue or any like right.

g) **Disclosure of Winners:** For a disclosure of Winners for the Giveaway, mail the request which identifies the Restaurant along with a self-addressed stamped envelope for receipt within 3 months of the end of the applicable Giveaway to: Arooga's Grille House & Sports Bar, 1591 S 19<sup>th</sup> St, Harrisburg, PA 17104

h) **Captions.** The captions of the numbered paragraphs of these Official Rules have been inserted for convenience only and shall not control, limit or affect the meaning, interpretation or construction of any of the provisions of these Official Rules.

i) **Definitions**

i) **Arooga's:** Shall mean Arooga's Franchising, LP, a Pennsylvania Limited Partnership, now of 1591 S 19<sup>th</sup> St, Harrisburg, PA 17104.

ii) **Arooga's Free Burgers:** An order of one single burger up to, and not exceeding \$13 in value.

iii) **Giveaway:** Free Arooga's Burgers (one single burger max value \$13) once per week for one year, consisting of an MVP Loyalty Burger Credit with 52 available calendar weeks. Burgers must be redeemed during each week designated during the year, and cannot be used in advance or carried over. Free Burger Credits can not be used during Playoff games for the NHL, NFL, MLB, NCAA or NBA, or during Pay Per View Sporting events such as UFC, Boxing, or WWE.

iv) **Individual:** Any person who comes to the Restaurant to take part in the Giveaway.

v) **Local Time:** The local time at the Restaurant.

vi) **MVP Loyalty Card:** The method of tracking the Free Burgers once a week for a year promotion, provides the 52 consecutive weeks that qualify for the redemption for the Arooga's Burgers.

vii) **Official Rules:** The Rules set forth on these previous pages as well as an updates or amendments thereto, including any posting by Arooga's or the Restaurant at the time of the Giveaway.

viii) **Released Party:** Arooga's and each employee, officer, director, agent and representative of Arooga's, and their respective parents, subsidiaries, affiliates, franchisees operators, all of their respective advertising, promotion, or fulfillment agencies, promotional partners, and all other companies, entities or individuals associated with the development, administration, implementation, or handling of the Giveaway.

ix) **Restaurant:** Participating Arooga's Grille House & Sports Bar Restaurants that will be participatory in Wild Card Scratch Off Promotion.

x) **Winner:** Collectively, the individuals receiving the Giveaway.