

THE CHILI'S COLLEGE AMBASSADOR CONTEST
OFFICIAL RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.
A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**OPEN ONLY TO COLLEGE STUDENTS (DEFINED BELOW) WHO ARE LEGAL RESIDENTS
OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE
EIGHTEEN (18) YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. VOID WHERE
PROHIBITED.**

INSTAGRAM AND/OR TIKTOK ACCOUNT REQUIRED.

The Chili's College Ambassador Contest ("Contest") is sponsored by Brinker International Payroll Company, L.P. ("Sponsor"), 3000 Olympus Boulevard Dallas, TX 75019 and is administered by Prize Logic, LLC ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI USA 48033.

- 1. CONTEST PERIOD:** The Contest submission period starts on October 11, 2021 at 12:00 PM (noon) Eastern Time ("ET") and ends on October 18, 2021 at 11:59:59 PM ET ("Submission Period"), and is followed by a judging period 1 ("Judging Period 1"), which begins October 19, 2021 at 12:00 AM ET and ends October 21, 2021 at 11:59:59 PM ET, and a judging period 2 ("Judging Period 2"), which begins October 22, 2021 at 12:00:01 AM ET and ends October 27, 2021 at 11:59:59 PM ET. The Submission Period, Judging Period 1, and Judging Period 2 are collectively the "Contest Period." Administrator's computer is the official time keeping device for this Contest.
- 2. ELIGIBILITY:** This Contest is offered to undergrad or graduate college students at a college or university located in the fifty (50) United States and the District of Columbia ("College Student") who are legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years of age or older at the time of entry. Employees, officers, directors, representatives, and agents of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, and companies involved in the implementation and execution of the Contest (collectively "Contest Entities") and each of their respective immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. Void where prohibited by law. All applicable federal, state, and local laws and regulations apply.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Contest. Winning the prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator.

- 3. HOW TO ENTER THE SUBMISSION PERIOD:** During the Submission Period, an eligible entrant must visit chiliscollegeambassador.com ("Website") and enter his/her valid e-mail address and the information requested on the entry form, which may include, without limitation: his/her first and complete last name (no initials), valid e-mail address phone, number, street address (no P.O. Boxes will be allowed), city, state, and zip code, provide his/her expected graduation date, and his/her social handles for either Instagram or TikTok.

Entrant must then follow the on-screen prompts to submit an essay about why entrant wants to be a Chili's ambassador (850 characters or less) (collectively "Submission"). **All Submissions must comply with the restrictions outlined in Section 6 below.** Sharing or posting of the Submission on social media, including on Instagram, Facebook or Twitter, will not improve your chances of winning.

This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram, TikTok, or any of their affiliates.

Limit: There is a limit of one (1) Submission per person during the Submission Period. If more than one (1) Submission is received from the same person, only the first Submission received may be considered valid. An entrant who attempts to enter more than the stated limit may be subject to disqualification from the Contest. If it is discovered or suspected that a person has attempted to enter or submit more Submissions using multiple e-mail addresses or identities, all of that person's Submissions may be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive and such prize may be forfeited, at the Sponsor's sole and absolute discretion.

NOTE: By submitting a Submission, each entrant agrees that his/her Submission conforms to the Submission Requirements set forth in below and all other terms and conditions in these Official Rules and that Sponsor or Administrator may, at its sole and absolute discretion, disqualify him/her from the Contest if Sponsor (in Sponsor's sole discretion) decides that his/her Submission fails to conform to the Submission Requirements or any other provision of these Official Rules.

4. SUBMISSION GUIDELINES AND REQUIREMENTS: Each Submission must comply with the following:

- Submission must comply with these Official Rules;
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased;
- Must not disparage Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Contest;
- Must not include any personally identifiable information;
- Must be the original work of the entrant and must not contain images or artwork, music, quotes, parodies or other materials not created by entrant;
- Must not feature brand names, logos or trademarks other than Sponsor's trademarks in any other element of the entry or image, which Sponsor has granted, with respect to the Sponsor's trademarks, entrant a limited license to use for purposes of this Contest;
- Must not have been submitted previously in a promotion or contest of any kind and has not been exhibited or distributed currently or previously in any media;
- Must not contain, facilitate, reference, or use material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity or any materially dangerous activity;

- Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
 - i. gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
 - ii. the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
 - iii. the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Submission was created.

Entrant must have approval from any persons appearing in the Submission and be able to provide express written consent of every such person appearing in the Submission to Sponsor and/or Administrator if requested.

NOTE: If any Submission fails to comply with any of these Submission Requirements or any other provisions of these Official Rules, Sponsor and Administrator reserve the right, but is not obligated, to disqualify the entrant.

SUBMISSIONS POSTED TO THE WEBSITE WERE NOT EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any entrant who incorporates any intellectual property owned by a third party into his/her Submission does so at his/her own risk. Without in any way limiting, expanding or amending the terms and conditions residing on any Contest-related website, including the Website, which terms and conditions shall remain in full force and effect, if Sponsor is duly notified that any element of an entrant's Submission infringes upon the rights of another person and/or receives a legally valid request to remove the affected Submission from any Contest-related website because of such infringement, such Submission may be disqualified from the Contest, as Sponsor may determine in its sole discretion. Further, no entrant will be eligible to receive the prize unless Sponsor determines, in its sole and absolute discretion, that such entrant's Submission has been or can be sufficiently cleared for legal purposes and such entrant eligibility is verified. Each person who enters this Contest represents and warrants as follows: (i) the Submission is the entrant's own original; (ii) the Submission has not been previously published; (iii) the Submission has not won previous awards; (iv) the Submission does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with entrant, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (v) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; (vi) entrant has obtained permission from any person whose name, likeness or voice is used in the Submission; and (vii) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each entrant hereby agrees to indemnify and hold the Contest Entities harmless from and against any and all third party

claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

By submitting a Submission, entrant hereby grants permission for the Submission to be publicly posted, at Sponsor's sole discretion. By submitting a Submission, entrant grants Sponsor an unlimited, worldwide, royalty-free, irrevocable, perpetual, license and right to publish, use, publicly perform and display the Submission in whole or in part, in any way, in any and all media, without limitation, and without consideration to the entrant, for promotional or marketing purposes. The Contest Entities are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected entries, Submissions – all of which will be void. Sponsor reserves the right to disqualify any entrant and/or Submission in its sole and absolute discretion.

- 5. JUDGING PERIOD 1 AND SELECTION OF FINALISTS:** During Judging Period 1, eligible Submissions will be judged by a panel of qualified judges (“Judges”) to determine one hundred (100) finalists (each a “Finalist”). The Judges will score the Submissions according to the following weighted criteria: (i) Relevance to Contest theme: 33.3%; (ii) Creativity: 33.3.%; and (iii) Passion for the Brand: 33.4% (“Judging Criteria”). The one hundred (100) Submissions that receive the highest scores will be the potential Finalists. In the event of any ties, the Submission with the highest score in (iii) Passion for the Brand will prevail. In the event there are still any ties, the tied Submissions will be judged again and the Submission with the highest overall score will prevail. If any Finalist is found to be ineligible or does not comply with these Official Rules, he/she will be disqualified and the Submission with the next highest score will be named the Finalist. Administrator’s, Judge’s and Sponsor’s decisions shall be final and binding in all matters pertaining to the judging and selection of the Finalists. In no event will there be more than one hundred (100) Finalists.
- 6. JUDGING PERIOD 2 AND WINNER DETERMINATION:** During Judging Period 2, all eligible Finalists’ social media accounts (Instagram and/or TikTok) will be judged by the Judges. The Judges will score each social media account according to the following weighted judging criteria (collectively, “Finalist Judging Criteria”): (i) Social Creativity: 50%; and (ii) Passion: 50%. The fifty (50) Finalists whose social media accounts receive the highest score from the Judges applying the Finalist Judging Criteria will be deemed the potential winners. In the event of a tie, the tied Submissions will be reviewed by the Judges and the social media account with the highest score in (i) Social Creativity will be named the potential winner. Administrator’s, Judge’s and Sponsor’s decisions shall be final and binding in all matters pertaining to the judging and selection of the winners. In no event will there be more than fifty (50) winners in the Contest.
- 7. PRIZES AND APPROXIMATE RETAIL VALUE (“ARV”):**
 - A. Prizes (50):** Each winner will receive a branded backpack, a varsity crewneck shirt and patches, a hat, a water bottle, and a \$100 Chili’s gift card (terms and conditions apply). Only fifty (50) Prizes will be available in the Contest. The ARV of each Prize is \$210.
 - B. Prize Conditions:** Details and sizes of Prizes determined by Sponsor in its sole discretion. Prizes will not be redeemed or exchanged for cash, except where required by law. In no event will more than fifty (50) Prizes be awarded. If, for any reason, more Prize notifications are sent (or more claims are received) than the number of Prizes offered, as

set forth in these Official Rules, Sponsor reserves the right to award the intended number of Prizes by re-judging according to the Judging Criteria above. No Prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a Prize of equal or greater value in case of unavailability of the Prize. Limit: One (1) Prize per person.

- 8. HOW TO CLAIM A PRIZE:** Within forty-eight (48) hours after the end of the Judging Period 2, the potential winners will be notified via e-mail and/or telephone using the information disclosed at the time of entry. Each potential winner is subject to verification of eligibility and compliance with these Official Rules. Failure to provide all required information within the stated time period may result in forfeiture of winner's right to claim his/her Prize, and may result in his/her Prize being awarded to an alternate winner, if time permits. Upon verification of eligibility, each winner will be contacted regarding Prize fulfillment and the physical items will be mailed to each winner at the address provided at the time of entry (PO Boxes not allowed). The Contest Entities shall not be held responsible for any delays in awarding a Prize for any reason. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept a Prize, or any winner notification is returned as undeliverable or a potential winner fails to respond to a winner notification within the timeframe specified in such winner notification, or if a potential winner does not answer the initial notification, his/her Prize may be forfeited. If a Prize is forfeited for any reason, an alternate potential winner may be selected as set forth above from all remaining non-winning Submissions received during the Submission Phase. If a Prize is unclaimed, unredeemed or any portion thereof returned as undeliverable, it will be forfeited. Prizes are not transferable and includes only the items specifically listed as part of the Prize. Any portion of a Prize not accepted by a winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for his/her Prize won. Approximate retail value is as of the time these Official Rules were printed and the value of the Prizes may fluctuate. Each winner is not entitled to any difference between the ARV and the actual value of the Prize at the time the Prize is awarded. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. The Prizes will only be awarded to verified winners. If, after a good-faith attempt, Sponsor is unable to award or deliver a Prize, the Prize will not be re-awarded.

ALL FEDERAL, STATE, AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF THE PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNER.

- 10. LIMITATION OF LIABILITY:** By participating in this Contest, entrants agree that the Contest Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications, telephone calls, or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the

Contest; (vii) any injury or damage, whether personal or property (including any injury related to dancing or creating the entry), to entrants or to any person's computer related to or resulting from participating in the Contest and/or accepting or using the Prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Contest Entities are not responsible for any undelivered telephone calls, messages or e-mails, including without limitation, e-mails that are not received because of an entrant's privacy or spam filter settings that may divert any winner notification or other Contest related e-mail to a spam or junk folder.

By entering the Contest, each entrant agrees: (i) to be bound by these Official Rules, including Submission requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Contest, including, but not limited to, any Contest-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Contest; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the Prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Contest is not capable of running as planned, or the integrity and or feasibility of the Contest is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole discretion, to abbreviate, cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of winners in a manner it deems fair and reasonable, including the selection of winners from among eligible entries received prior to such cancellation, termination, modification or suspension without any further obligation provided a sufficient number of eligible entries are received. If Sponsor, in its discretion, elects to alter this Contest as a result of a Force Majeure event, a notice will be posted at the Website.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING THE PRIZE, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

- 11. DISPUTES:** THIS CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE COUNTY OF OAKLAND, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY TJAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“JAMS RULES”). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY’S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION ACCRUED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.
- 12. PRIVACY POLICY:** Sponsor’s privacy policy is available at <https://brinker.com/privacy>.
- 13. PUBLICITY RIGHTS:** By participating in this Contest, each entrant agrees to allow the Sponsor and Sponsor’s designee the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Sweepstakes for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
- 14. RELEASE:** By participating in the Contest, each entrant releases and agrees to indemnify and hold harmless Contest Entities, from and against any and all costs, claims, damages, or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to participation in the Contest, creation of an entry, acceptance or usage of the Prize, or arising out of participation in any Contest or Prize related activity, whether hosted by Sponsor or a third party.
- 15. MISCELLANEOUS:** This Contest is subject to all applicable federal, state, and local laws. Winning the Prize is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Contest other than as described herein is void and will result in disqualification, and if such person is selected as a potential winner, revocation of his/her Prize. Sponsor reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Contest, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Contest. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Contest will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE**

LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

In the event of a dispute as to the identity of an entrant, the entry will be declared made by the primary account holder of the e-mail account associated with the e-mail account used to enter the Contest. Potential winners may be required to show proof of being the primary account holder. The “primary account holder” is the natural person listed as the primary owner of the e-mail address by an e-mail service provided. Sponsor is not responsible for any change of e-mail address, mailing address and/or telephone number and it is solely the responsibility of the entrant to notify Sponsor in writing if the entrant changes his or her e-mail address, mailing address and/or telephone number during the Contest Period. If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or any Prize documents will not affect the validity or enforceability of any other provision. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted will not be returned. In the event of any conflict with any Contest details contained in these Official Rules and the Contest details contained in any Contest promotional materials (including, but not limited to, point of sale, television and print advertising, or any other promotional media), the details of the Contest as set forth in these Official Rules shall prevail. In the event of any conflict between the Official Rules and the Website terms and conditions, the terms and conditions of the Official Rules will prevail.

- 16. WINNER LIST:** To obtain a list of the winner, mail a self-addressed, stamped business-sized envelope to The Chili’s College Ambassador Contest P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received by December 27, 2021.

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