

**QDOBA's Flavor Your Future Contest  
Official Rules**

**OFFICIAL RULES**

**NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**BY SUBMITTING AN ENTRY TO THIS CONTEST DURING THE CONTEST PERIOD, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. SO READ THEM CAREFULLY BEFORE ENTERING. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE RELEASED ENTITIES AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

**ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. THE CONTEST IS ONLY OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA (NOT INCLUDING RESIDENTS OF PUERTO RICO OR OTHER U.S. TERRITORIES) AND CANADA (NOT INCLUDING QUEBEC PROVINCE) WHO ARE 18 YEARS OF AGE OR OLDER. VOID WHERE PROHIBITED BY LAW OR RESTRICTED BY LAW.**

**PROMOTION PERIOD:** The Flavor Your Future Contest (the "Contest") begins at 12:01 AM US Pacific Time ("PT") on September 21, 2021 and ends at 11:59 PM PT November 10, 2021 (the "Promotion Period"). The computer clock of the Administrator is the official time-keeping device in the Contest. By participating, Entrants ("Entrants") agree to be bound by these Official Rules and the decisions of QDOBA Restaurant Corporation (the "Sponsor"), which are binding and final on matters relating to this Contest.

**ELGIBILITY:** Contest is open only to legal residents of the fifty (50) United States and District of Columbia (NOT including residents of Puerto Rico or other U.S. Territories), Canada (NOT including Quebec province) who are at least eighteen (18) years of age or the age of majority in their state of primary residence (whichever is older) at time of Entry. Employees, officers, representatives and brand ambassadors of the Sponsor, Southern Made Services, LLC (the "Administrator") and each of their respective parents, affiliates, subsidiaries and web-design, advertising, marketing, fulfillment, judging and promotion agencies, or other agency involved in the administration, development, fulfillment and execution of this Contest, and their immediate family members, as defined below, of each, and those persons living in the same households, whether or not related, are not eligible to participate in the Contest. Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, and their respective spouses. "Household members" shall mean people who share the same residence at least three (3) months a year. Winning a Prize is contingent on fulfilling all requirements in these Official Rules. All federal, state and local laws and regulations apply. Void where prohibited or restricted. All Contest Entries are the property of the Sponsor.

**HOW TO ENTER:** Visit [www.flavoryourfuture.com](http://www.flavoryourfuture.com) (hereafter, the "Contest Website") and follow the instructions to complete the entry form, create and submit a video no longer than sixty (60) seconds in length or write an essay in 300 words or less responding to the question on how you would use your prize earnings to make the world more flavorful, to receive one (1) Contest Entry ("Contest Entry"). Last day to submit a Contest Entry is October 20, 2021.

**VIDEOS LONGER than SIXTY (60) seconds in length OR ESSAYS LONGER THAN 300 WORDS will be disqualified.** Videos must be submitted in .avi, .mov, .mpg, .mp4, or .wmv format. Resolution must be at least 400 pixels in width and 300 pixels in height (400 x 300), and Video must not exceed 10MB in size. A 4:3 or 16:9 aspect ratio will be allowed as long as it complies with the time, file size, format and resolution requirements set forth above. All eligible Contest Entries received by Sponsor may be posted on the Website for public viewing. Entrants understand and agree that all posted Contest Entries will be formatted, edited or otherwise converted in order to be viewable on Sponsor's video player on the Website. Sponsor reserves the right to remove any posted Contest Entries from the Website at any time and for any reason.

**Once an Entry is submitted, it cannot be modified in any manner by Entrant. Limit of one (1) Contest Entry per person using only one (1) email address per Promotion Period.** Entries received from any person or email address in excess of the above stated limitation will be deemed void. Each Entry will be deemed to have been

submitted by one (1) Entrant, regardless of the number of people who might appear in or otherwise help create a Contest Entry. In the event of any dispute concerning the identity of any Entrant, the Contest Entry will be deemed submitted by the natural person who is the authorized holder of the transmitting user account. Entries generated by script, macro or other automated means and Entries by any means which subvert the entry process are void. Limit one (1) Prize per person per Promotion Period.

**All Entries become the sole property of the Sponsor** and may be used by Sponsor in any manner, in any media, now known and hereafter devised, worldwide, in perpetuity. To the extent that a Contest Entry uses Sponsor's products, Sponsor grants eligible Entrants a non-exclusive license to create a derivative work using Sponsor's products as required (but only as required, and only for the purpose of creating a Contest Entry); provided, however, that such license shall be conditioned upon each Entrant's assignment of all rights in the Contest Entry to Sponsor. If such rights are not assigned to Sponsor, an Entrant's license to create derivative works using Sponsor's products shall be null and void. By submitting a Contest Entry, each Entrant agrees that they will not use their Contest Entry for any purpose other than to submit a Contest Entry in connection with the Contest, and further agree that they will not distribute their Contest Entry or otherwise make it available through any channel or means other than by uploading it to the Contest Website. Any other use of Contest Entry is prohibited and may be grounds for disqualification and/or legal action for infringement.

By submitting a Contest Entry, each Entrant acknowledges and agrees that Sponsor may obtain many Contest Entries in connection with this Contest and/or other Promotions staged and/or sponsored by the Sponsor, and that such Contest Entries may be similar or identical in theme, idea, format or other respects to other Contest Entries submitted in connection with this Contest and/or other Promotions sponsored by the Sponsor or submitted for other reasons or other materials developed by the Sponsor. Entrant waives any and all claims Entrant may have had, may have, and/or may have in the future, that any Contest Entry and/or other works accepted, reviewed and/or used by the Sponsor (or its respective designees) may be similar to his/her Contest Entry, or that any compensation is due to Entrant in connection with such Contest Entry or other works used by Sponsor.

By submitting a Contest Entry, each Entrant agrees to grant Sponsor and its assignees the use of Entrant's name, biographical information, voice, performance, video, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its assignees, without compensation (except to the extent prohibited by law) or additional consents and without prior notice, approval or inspection, and to execute specific written consent to such use if asked to do so. In addition, if any other persons appear in a video or any part of a Contest Entry, Entrant agrees that prior to submitting their Contest Entry, Entrant has obtained the written consent of each such person who appears, granting Sponsor and its assignees the use of each person's name, biographical information, voice, performance, photograph/video, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its assignees, without compensation (except to the extent prohibited by law) or additional consents and without prior notice, approval or inspection, and to execute specific written consent to such use if asked to do so. Sponsor reserves the rights to request proof of these permissions in a form acceptable to Sponsor from any Entrant at any time. Failure to provide such proof, if requested, may result in disqualification, at Sponsor's sole discretion.

By submitting a Contest Entry, each Entrant acknowledges and agrees that Sponsor reserves the right to edit or otherwise revise each Contest Entry for any reason, including without limitation, for creative reasons, for technical reasons, etc.

Entrants may not contract with, or pay for, any outside consulting firm, agency, or other service for any assistance or guidance in the creation of the Contest Entry. The Contest Entry must consist solely of the original work of the Entrant. The Entrants represent and warrant that the Contest Entry is suitable for display or publication; it does not contain any obscene or pornographic material, it does not depict in any way any individual under 18 years of age, does not contain any defamatory statements, it does not contain words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group, it does not include threats to any person, place, business or group, it does not contain any references to alcohol, controlled substances or other unlawful activities, it does not invade the privacy or other rights of any person, firm or entity, It

does not contain trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by third parties other than appropriate Sponsor's products (as referenced above), does not contain any third person's personal information, such as personal names or e-mail addresses, does not contain materials owned by third parties (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), does not contain materials embodying the names, likenesses, voices, or performances identifying any celebrities and/or other public or private figures, living or dead or the names, likenesses, voices, or performances of any individual other than Entrant without their permission, does not communicate messages or images inconsistent with Sponsor's reputation, image and/or goodwill, does not violate any law or regulation; or is otherwise inappropriate, objectionable, or unsuitable for the uses contemplated in these Official Rules, including for broadcast, as determined by Sponsor in its sole discretion.

All Contest Entries will be reviewed for content before being judged; however, such review does not relieve the Entrant from responsibility for compliance with all of these Official Rules. Entries that do not comply with these Official Rules or that otherwise contain prohibited, or inappropriate contents as determined by Sponsor, in its sole discretion, will be disqualified and will not be considered for any prize. Sponsor in its sole and absolute discretion, makes the final determination as to which Entries are eligible to take part in this Contest and be considered for a prize.

Any and all information provided in connection with this Contest is subject to the Sponsor's Privacy Policy available at <https://www.qdoba.com/privacy>. By entering in the Contest, Entrants hereby agree that the Sponsor may collect and use their personal information submitted with their Contest Entry. Among other things, the information Entrants provide may be used to send company updates and announcements from the Sponsor concerning the company and its products. At the time of entry, Entrants may be given the opportunity to opt-in to receive further communications from the Sponsor. Entrants are not required to opt-in and opting in will not improve your odds of winning.

**CONTEST JUDGING:** Contest Entries will be judged by a panel of experienced marketing and advertising professionals and the Sponsor.

**Phase 1:** All eligible Contest Entries received by Sponsor will be judged by panel based on the following criteria (the "Judging Criteria"): Authenticity - The Contest Entry is conveyed in a manner which evokes emotion, serving as an inspiration/motivational tool (25%), Contextual Relevance - The Contest Entry is relevant and appropriate to the indicated theme (25%), Originality - The Contest Entry is unique and original (25%). Quality- The Contest Entry captures the essence of the Contest in an impactful way (25%). Subject to verification of eligibility and compliance with these Official Rules, the twenty (20) Entries with the highest overall scores will be deemed Finalists ("Finalist Entries") and will advance to Phase 2. In the event that there is a tie, the Sponsor will conduct a random drawing between the tied entries to determine a Finalist Entry. Sponsor reserves the right to advance fewer than twenty (20) Finalist Entries to Phase 2 if, in its sole discretion, it does not receive a sufficient number of eligible Entries throughout the Promotion Period.

**Phase 2:** Finalist Entries from Phase 1 will be published in a gallery for viewing and voting from October 27, 2021- November 10, 2021. To vote Participants ("Participants") will follow the directions provided and click a vote icon and follow the prompted instructions to submit their vote. Limit of three (3) votes, per person per Promotion Period. All Finalist Entries will be judged by panel based on the following Judging Criteria. Authenticity - The Contest Entry is conveyed in a manner which evokes emotion, serving as an inspiration/motivational tool (20%), Contextual Relevance - The Contest Entry is relevant and appropriate to the indicated theme (20%), Originality - The Contest Entry is unique and original (20%). Quality- The Contest Entry captures the essence of the Contest in an impactful way (20%) and Voting – The Contest Entry vote count (20%). The three (3) Finalist Entries with the highest vote score will be declared the potential Grand Prize Winners ("Winners"). In the event that there is a tie, the Sponsor will conduct a random drawing between the tied Entries.

**CONTEST NOTIFICATION AND REQUIREMENTS:** Each potential Grand Prize Winner will be notified by email on or about November 17, 2021 at the email provided in his/her registration as of the date of the Entry of his/her Entry and will be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by Sponsor, all of which must be returned within three (3) days from the first attempted

notification. Potential Finalists who fail to provide any of the documents or assets set forth above within three (3) Days of first attempted notification, including without limitation, affidavits, consents, will be disqualified. Return of notification as undeliverable, failure to complete and return requested documentation within the specified time period, the inability of Sponsor to contact a potential Finalist within a reasonable time period (whether due to a change in email address or otherwise) or noncompliance with these Official Rules by the potential Finalist will result in disqualification and, at Sponsor's sole discretion, a runner-up Finalist may be selected and notified for the applicable prize. Finalists understand and agree that Sponsor reserves the right to edit or otherwise revise each potential Finalist's Entry for any reason, including without limitation, creative reasons, for technical reasons. Sponsor reserves the right to require Entrant to return a signed hard-copy of any documents, consents or releases referenced herein or as may be needed, in Sponsor's sole determination, to reflect and effectuate the rights and releases granted hereunder. If any potential Finalist is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on such potential Finalist set forth herein. Sponsor reserves the right to conduct a background check of any and all records of potential Finalists, including, without limitation, civil and criminal court records and police reports, and entry in the Contest constitutes Entrant's permission for Sponsor to conduct such background check, provided that, to the extent additional authorization is necessary under law, Finalists shall authorize such check. Sponsor reserves the right (at its sole discretion) to disqualify any Finalist based on the results of the background check (e.g. for any felony conviction or crime of moral turpitude) or failure of the Finalist to properly authorize such check.

**CONTEST GRAND PrizeS (3):** There are three (3) Prizes ("Prizes") available to be awarded. Prize Winner will receive a \$10,000 USD check.

**The Approximate Retail Value ("ARV") of each Prize is \$10,000 USD.**

**Total ARV of all Prizes available in this Contest is \$30,000 USD.**

The maximum value of the Prize set forth above represents the Sponsor's good faith determination of the maximum ARV thereof, and the actual fair market value, as ultimately determined the Sponsor, cannot be challenged or appealed. Winner will receive from the Administrator an IRS Form 1099 (or similar) in the amount of the Prize.

Prize consists only of the elements expressly set forth above; no other elements are included in the Prize and all such expenses are the sole responsibility of Winner. Winner is responsible for all applicable federal, state, local sales and income taxes and any costs, expense(s) or fees whatsoever in connection with the Prize not specifically provided herein. In the event that, for reasons beyond their control and not related to the Winner, the Sponsor or independent third-party company is unable to award any Prize as described in these Official Rules (including if the designated Prize should become unavailable for any reason), the Sponsor will substitute the Prize with another prize of similar nature and equal or greater value at its sole discretion. The Prize is non-assignable and non-transferable and is not redeemable for cash and no substitution will be made except as provided herein at the Sponsor's sole discretion. If a selected Winner is unable to accept a Prize in its entirety for any reason, the selected Winner will forfeit the Prize and the Prize may be awarded to an alternate Winner. All Contest Entries and potential Winners are subject to verification by the Sponsor and the Administrator, whose decisions are final and binding. No compensation will be paid in lieu of a Prize.

Prize will be awarded provided that a sufficient number of Contest Entries are received and the Prize is claimed in accordance with the dates and times specified above.

**GENERAL CONDITIONS:** Contest qualification is determined when Contest Entry is submitted to the Website. Proof of identity and/or residence reasonably satisfactory to the Sponsor and/or the Administrator may be required to verify eligibility. The Sponsor and the Administrator have the right to determine Contest eligibility in their discretion; all decisions concerning Contest eligibility are final. Any effort to circumvent the Contest limits, requirements or other terms (including, but not limited to, providing fictitious information or concealing identity or location) voids submissions and disqualifies person from participating in the Contest.

By participating, Entrants accept and agree to: (i) be bound by these Official Rules, all applicable laws and the decisions of the Sponsor, which shall be final and binding in all matters; (ii) waive any rights to claim ambiguity with respect to the Official Rules; and (iii) waive all of his/her rights to bring any claim, action, or proceeding against any of the Released Parties (as defined below). Released Parties (as defined below) are not responsible or liable Contest Entries that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for Contest Entries that are late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with these Official Rules, and all such Contest Entries will be disqualified, or emails or other errors or difficulties of any kind whether human, technical, electronic, mechanical, network, seeding, computer, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of Prize redemptions, emails, Contest Entries, the announcement of the Winners, or in any Promotion-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by Website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to Entrant's or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the Website. Persons who tamper with or abuse any aspect of the Contest or who are in violation of these Official Rules, as solely determined by the Sponsor, will be disqualified and all associated Contest Entries will be void. Should any portion of the Contest be, in the Sponsor's sole opinion, compromised by non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play or submission of Contest Entries, the Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest. If terminated, at its discretion, the Sponsor reserves the right to select the potential Prize Winner from all eligible, non-suspect Prize claims received prior to action taken or as otherwise deemed fair and appropriate by the Sponsor. In no event will the Released Parties be liable for more than the stated number of Prizes in these Official Rules. CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO DISQUALIFY SUCH INDIVIDUAL AND SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Entrants, by participating, agree that the Sponsor, the Administrator, and each of their respective parents, affiliates, subsidiaries and advertising and Promotion agencies and promotional partners and all of their respective officers, directors, employees, shareholders, representatives and agents (collectively, "Released Parties") will have no liability whatsoever for, and shall be held harmless by Entrants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a Prize (including any travel or activity related thereto) or participation in this Contest. Each Prize is offered and provided "as is" with no warranty or guarantee by the Sponsor, either express or implied. Any and all warranties and/or guarantees on the Prizes (if any) are subject to the manufacturer's terms therefore, and Winner agrees to look solely to such manufacturer(s) for any such warranty and/or guarantee. By participating in the Contest, each Winner acknowledges that the Released Parties have not and will not obtain or provide insurance of any kind relating to the Prizes. Neither the Administrator or any of their respective parents, affiliates, and subsidiaries are a sponsor or co-sponsor of this Contest. Each Winner, by acceptance of a Prize, except where legally prohibited, grants permission for the Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and Prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. In case of dispute as to the identity of any Entrant, entry will be declared made by the Authorized Account Holder of the email address submitted at time of entry and he/she must comply with these Official Rules. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address.

**INDEMNITY:** Entrants agree to release, indemnify, defend, and hold harmless the Released Parties from any and all liability (including, but not limited to, liability for any property loss, damage, personal injury, bodily injury, death, loss, expense, accident, delay, inconvenience or irregularity), costs and expenses (including without limitation, reasonable outside attorney's fees) arising out of or relating in any way to: (a) your participation or inability to participate in the Contest, (b) typographical errors in the Official Rules or any Contest promotional materials, (c) acceptance or

possession, defects in, use, misuse or inability to use an Prize (or any component thereof), (d) any change by any company or any other person providing any of the components of a Prize due to reasons beyond any of the Released Parties' control or as otherwise permitted hereunder, (e) any interruptions in or postponement, cancellation, or modification of the Contest, (f) human error, (g) incorrect or inaccurate transcription, receipt or transmission of any part of the Contest Entry (including, without limitation, the entry information or any parts thereof), (h) any technical malfunctions or unavailability of the Contest site or any telephone network, computer online system, computer dating mechanism, computer equipment, software, or internet service provider utilized by any of the Released Parties or by you, (i) interruption or inability to access the Contest, any Promotion-related web pages, or any online service via the internet due to hardware or software compatibility problems, (j) any damage to your (or any third person's) computer and/or its contents related to or resulting from any part of the Contest, (k) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (l) any wrongful, negligent, or unauthorized act or omissions on the part of any of the Released Parties, or any of their agents or employees, or (m) any other cause, condition or event whatsoever beyond the control of any one or more of the Released Parties. Each Winner hereby acknowledges that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any Prize or component thereof, including any express or implied warranties provided by any of the Prize suppliers associated with this Contest

Entrants assume all liability for an injury or damage caused, or claimed to be caused, by participation in this Contest, use of the Website, or the acceptance, or use of any Prize or Prize component. Entrants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, and in no event shall the Released Parties be liable for attorney's fees.

**BINDING ARBITRATION:** Except where required by law, Entrants and the Sponsor waive all rights to trial in any action or proceeding instituted in connection with these Official Rules or the Contest (including any activity related thereto). Any controversy or claim arising out of or relating to these Official Rules or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party.

**CHOICE OF LAW AND JURISDICTION:** All federal, state and local laws and regulations apply. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any Entrant and the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the state of California without giving effect to any choice of law or conflict of laws rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California. Any action seeking legal or equitable relief arising out of or relating to the Contest or these Official Rules shall be brought only in the courts of the State of California. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

**WINNER'S NAME:** For the name of the Winners (available after November 22, 2021) send a self-addressed stamped envelope to: Flavor Your Future Contest Winner PO Box 90130, Nashville, TN 37209, for Sponsor's receipt no later than December 30, 2021.

**SPONSOR:** QDOBA Restaurant Corporation, 350 Camino de la Reina, Suite 400, San Diego, CA 92108

// End of Official Rules //

**QDOBA's Flavor Your Future Sweepstakes  
Official Rules**

**OFFICIAL RULES**

**NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**BY SUBMITTING AN ENTRY TO THIS SWEEPSTAKES DURING THE SWEEPSTAKES PERIOD, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. SO READ THEM CAREFULLY BEFORE ENTERING. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE RELEASED ENTITIES AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

**ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. THE SWEEPSTAKES IS ONLY OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA (NOT INCLUDING RESIDENTS OF PUERTO RICO OR OTHER U.S. TERRITORIES) AND CANADA (NOT INCLUDING QUEBEC PROVINCE) WHO ARE 18 YEARS OF AGE OR OLDER. VOID WHERE PROHIBITED BY LAW OR RESTRICTED BY LAW.**

**PROMOTION PERIOD:** The Flavor Your Future Sweepstakes (the "Sweepstakes") begins at 12:01 AM US Pacific Time ("PT") on October 27, 2021 and ends at 11:59 PM PT November 10, 2021 (the "Promotion Period"). The computer clock of the Administrator is the official time-keeping device in the Promotion. By participating, Participants ("Participants") agree to be bound by these Official Rules and the decisions of QDOBA Restaurant Corporation (the "Sponsor"), which are binding and final on matters relating to this Sweepstakes.

**ELGIBILITY:** Sweepstakes is open only to legal residents of the fifty (50) United States and District of Columbia (NOT including residents of Puerto Rico or other U.S. Territories), Canada (NOT including Quebec province) who are at least eighteen (18) years of age or the age of majority in their state of primary residence (whichever is older) at time of Entry. Employees, officers and representatives of the Sponsor, Southern Made Services, LLC (the "Administrator") and each of their respective parents, affiliates, subsidiaries and web-design, advertising, marketing, fulfillment, judging and promotion agencies, or other agency involved in the administration, development, fulfillment and execution of this Sweepstakes, and their immediate family members, as defined below, of each, and those persons living in the same households, whether or not related, are not eligible to participate in the Sweepstakes. Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, and their respective spouses. "Household members" shall mean people who share the same residence at least three (3) months a year. Winning a Prize is contingent on fulfilling all requirements in these Official Rules. All federal, state and local laws and regulations apply. Void where prohibited or restricted. All Sweepstakes Entries are the property of the Sponsor.

**HOW TO ENTER:** During the Promotion Period, visit [www.flavoryourfuture.com](http://www.flavoryourfuture.com) (hereafter, the "Sweepstakes Website"). Entrants ("Entrants") videos and essays will be published in a gallery for viewing and voting. To vote Participants will follow the directions provided to complete and submit the official registration form and click a vote icon and follow the prompted instructions to submit their vote to receive one (1) Sweepstakes Entry ("Sweepstakes Entry"). Limit of three (3) votes, per person per Promotion Period but one (1) Sweepstakes Entry. **How to obtain two (2) additional entries:** You can obtain one (1) Bonus Entry ("Bonus Entry") two ways. **(i) Twitter:** Click the Twitter icon on the page to be redirected to Twitter where you will be asked to log on to your Twitter account and follow @Qdoba to receive one (1) Bonus Entry. **(ii) Instagram:** Click the Instagram icon on the page to log on to your Instagram account and follow @Qdoba to receive one (1) Bonus Entry.

**Once an Entry is submitted, it cannot be modified in any manner by Participant. Limit three (3) Sweepstakes Entries per person using one (1) email address per Promotion Period.** Entries received from any person or email address in excess of the above stated limitation will be deemed void. In the event of any dispute concerning the identity of any Participant, the Sweepstakes Entry will be deemed submitted by the natural person who is the

authorized holder of the transmitting user account. Entries generated by script, macro or other automated means and Entries by any means which subvert the entry process are void. Limit one (1) Prize per person per Promotion Period.

To enter the Sweepstakes using a social media account you must have a Twitter or Instagram account. You may obtain an account for free by visiting [www.twitter.com](http://www.twitter.com) or [www.instagram.com](http://www.instagram.com) and following their instructions on how to create a profile and/or download the Twitter application ("Twitter App"), Instagram application ("Instagram App") to your mobile device and follow the prompts to create a profile from your mobile device. Please note that you must agree to comply with the Twitter Terms of Use in order to create a Twitter account and the Instagram Terms of Use in order to create an Instagram account. If you choose to submit via Twitter or Instagram on your web-enabled mobile device, data rates may apply. See your wireless service provider for details on rates and capabilities. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter or Instagram.

Any and all information provided in connection with this Sweepstakes is subject to the Sponsor's Privacy Policy available at <https://www.qdoba.com/privacy>. By entering in the Sweepstakes, Participants hereby agree that the Sponsor may collect and use their personal information submitted with their Sweepstakes Entry. Among other things, the information Participants provide may be used to send company updates and announcements from the Sponsor concerning the company and its products. At the time of entry, Participants may be given the opportunity to opt-in to receive further communications from the Sponsor. Participants are not required to opt-in and opting in will not improve your odds of winning.

**SWEEPSTAKES PRIZE DRAWING & WINNER NOTIFICATION:** The potential Winners ("Winners") will be selected in a random drawing held on or about November 17, 2021. Odds of winning will depend on the number of Sweepstakes Entries received during the Sweepstakes Period.

If Prize notification is returned as undeliverable, the Sponsor or its agent is unable to contact a potential Winner or a potential Winner is not in compliance with these Official Rules, Prize will be forfeited and, at the Sponsor's discretion, an alternate Winner may be selected. The Sponsor reserves the right not to award a Prize in the event the Sponsor is unable to identify and confirm a Winner after attempting to contact alternate Winners.

**SWEEPSTAKES GRAND PRIZES (100):** There are one hundred (100) Prizes available to be awarded. Prize winner will receive via email a reward code valid for one (1) free entree at any QDOBA location. Redeemable on any regular entrée, valid one year from issuance date. Valid at QDOBA locations in U.S. and Canada and only on orders placed online or on mobile devices. Not valid on catering, orders placed on third party delivery platforms or orders placed in-restaurant. No cash value. 'QDOBA and QDOBA Mexican Eats' are registered trademarks of the QDOBA Restaurant Corporation ©2021.

**The ARV of each Prize is \$10.45**

**Total ARV of all Prizes available in this Sweepstakes is \$1,046.**

The maximum value of the Prize set forth above represents the Sponsor's good faith determination of the maximum ARV thereof, and the actual fair market value, as ultimately determined the Sponsor, cannot be challenged or appealed.

Prize consists only of the elements expressly set forth above; no other elements are included in the Prize and all such expenses are the sole responsibility of Winner. Winner is responsible for all applicable federal, state, local sales and income taxes and any costs, expense(s) or fees whatsoever in connection with the Prize not specifically provided herein. In the event that, for reasons beyond their control and not related to the Winner, the Sponsor or independent third-party company is unable to award any Prize as described in these Official Rules (including if the designated Prize should become unavailable for any reason), the Sponsor will substitute the Prize with another prize of similar nature and equal or greater value at its sole discretion. The Prize is non-assignable and non-transferable and is not redeemable for cash and no substitution will be made except as provided herein at the Sponsor's sole discretion. If a selected Winner is unable to accept a Prize in its entirety for any reason, the selected Winner will forfeit the Prize and the Prize may be awarded to an alternate Winner. All Sweepstakes Entries and potential Winners are subject to



verification by the Sponsor and the Administrator, whose decisions are final and binding. No compensation will be paid in lieu of a Prize.

Prize will be awarded provided that a sufficient number of Sweepstakes Entries are received and the Prize is claimed in accordance with the dates and times specified above.

**GENERAL CONDITIONS:** Sweepstakes qualification is determined when Sweepstakes Entry is submitted to the Website. Proof of identity and/or residence reasonably satisfactory to the Sponsor and/or the Administrator may be required to verify eligibility. The Sponsor and the Administrator have the right to determine Sweepstakes eligibility in their discretion; all decisions concerning Sweepstakes eligibility are final. Any effort to circumvent the Sweepstakes limits, requirements or other terms (including, but not limited to, providing fictitious information or concealing identity or location) voids submissions and disqualifies person from participating in the Sweepstakes.

By participating, Participants accept and agree to: (i) be bound by these Official Rules, all applicable laws and the decisions of the Sponsor, which shall be final and binding in all matters; (ii) waive any rights to claim ambiguity with respect to the Official Rules; and (iii) waive all of his/her rights to bring any claim, action, or proceeding against any of the Released Parties (as defined below). Released Parties (as defined below) are not responsible or liable Sweepstakes Participant that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for Sweepstakes Entries that are late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with these Official Rules, and all such Sweepstakes Entries will be disqualified, or emails or other errors or difficulties of any kind whether human, technical, electronic, mechanical, network, seeding, computer, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of Prize redemptions, emails, Sweepstakes Entries, the announcement of the Winners, or in any Promotion-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by Website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to Participant's or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the Website. Persons who tamper with or abuse any aspect of the Sweepstakes or who are in violation of these Official Rules, as solely determined by the Sponsor, will be disqualified and all associated Sweepstakes Entries will be void. Should any portion of the Sweepstakes be, in the Sponsor's sole opinion, compromised by non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play or submission of Sweepstakes Entries, the Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes. If terminated, at its discretion, the Sponsor reserves the right to select the potential Prize Winner from all eligible, non-suspect Prize claims received prior to action taken or as otherwise deemed fair and appropriate by the Sponsor. In no event will the Released Parties be liable for more than the stated number of Prizes in these Official Rules. CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO DISQUALIFY SUCH INDIVIDUAL AND SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Entrants and Participants, by participating, agree that the Sponsor, the Administrator, and each of their respective parents, affiliates, subsidiaries and advertising and Sweepstakes agencies and promotional partners and all of their respective officers, directors, employees, shareholders, representatives and agents, and Social Media Platforms (collectively, "Released Parties") will have no liability whatsoever for, and shall be held harmless by Entrants and Participants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a Prize (including any travel or activity related thereto) or participation in this Sweepstakes. Each Prize is offered and provided "as is" with no warranty or guarantee by the Sponsor, either express or implied. Any and all warranties and/or guarantees on the Prizes (if any) are subject to the manufacturer's terms therefore, and Winner agrees to look solely to such manufacturer(s) for any such warranty and/or guarantee. By participating in the Sweepstakes, each Winner acknowledges that the Released Parties have not and will not obtain or provide insurance of any kind relating to the Prizes. Neither the Administrator or any of their respective parents, affiliates, and subsidiaries are a sponsor or

co-sponsor of this Sweepstakes. Each Winner, by acceptance of a Prize, except where legally prohibited, grants permission for the Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and Prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. In case of dispute as to the identity of any Participant, entry will be declared made by the Authorized Account Holder of the email address submitted at time of entry and he/she must comply with these Official Rules. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address.

**INDEMNITY:** Participants agree to release, indemnify, defend, and hold harmless the Released Parties from any and all liability (including, but not limited to, liability for any property loss, damage, personal injury, bodily injury, death, loss, expense, accident, delay, inconvenience or irregularity), costs and expenses (including without limitation, reasonable outside attorney's fees) arising out of or relating in any way to: (a) your participation or inability to participate in the Sweepstakes, (b) typographical errors in the Official Rules or any Sweepstakes promotional materials, (c) acceptance or possession, defects in, use, misuse or inability to use an Prize (or any component thereof), (d) any change by any company or any other person providing any of the components of a Prize due to reasons beyond any of the Released Parties' control or as otherwise permitted hereunder, (e) any interruptions in or postponement, cancellation, or modification of the Sweepstakes, (f) human error, (g) incorrect or inaccurate transcription, receipt or transmission of any part of the Sweepstakes Entry (including, without limitation, the entry information or any parts thereof), (h) any technical malfunctions or unavailability of the Sweepstakes site or any telephone network, computer online system, computer dating mechanism, computer equipment, software, or internet service provider utilized by any of the Released Parties or by you, (i) interruption or inability to access the Sweepstakes, any Promotion-related web pages, or any online service via the internet due to hardware or software compatibility problems, (j) any damage to your (or any third person's) computer and/or its contents related to or resulting from any part of the Sweepstakes, (k) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (l) any wrongful, negligent, or unauthorized act or omissions on the part of any of the Released Parties, or any of their agents or employees, or (m) any other cause, condition or event whatsoever beyond the control of any one or more of the Released Parties. Each Winner hereby acknowledges that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any Prize or component thereof, including any express or implied warranties provided by any of the Prize suppliers associated with this Sweepstakes

Participants assume all liability for an injury or damage caused, or claimed to be caused, by participation in this Sweepstakes, use of the Website, or the acceptance, or use of any Prize or Prize component. Participants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees.

**BINDING ARBITRATION:** Except where required by law, Entrants and Participants and the Sponsor waive all rights to trial in any action or proceeding instituted in connection with these Official Rules or the Sweepstakes (including any activity related thereto). Any controversy or claim arising out of or relating to these Official Rules or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party.

**CHOICE OF LAW AND JURISDICTION:** All federal, state and local laws and regulations apply. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any Participant and the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the state of California without giving effect to any choice of law or conflict of laws rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California. Any action seeking legal or equitable relief arising out of or relating to the Sweepstakes or these Official Rules shall be brought only in the courts of the State of California. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

**WINNER'S NAME:** For the name of the Winners (available after November 22, 2021) send a self-addressed stamped envelope to: Flavor Your Future Sweepstakes Winner PO Box 90130, Nashville, TN 37209, for Sponsor's receipt no later than December 30, 2021.

**SPONSOR:** QDOBA Restaurant Corporation, 350 Camino de la Reina, Suite 400, San Diego, CA 92108

// End of Official Rules //