

## Official Rules

### "BRICK HOUSE TAVERN + TAP Best Seat in the House Sweepstakes" SPONSORED BY BRICK HOUSE TAVERN + TAP

**NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. MUST BE 21 YEARS OF AGE OR OLDER TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE OF THE FIFTY UNITED STATES AND THE DISTRICT OF COLUMBIA AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

- 1. Entry Period:** The “**Brick House Tavern + Tap Fall Best Seat in the House Sweepstakes**” (“Sweepstakes”) commences at 12:00 AM CT on March 6th, 2018 and closes on 11:59 PM March 26th, 2018. See Entry Periods:

Entry Periods and Weekly Drawing Schedule (all dates are 2018)					
Sweepstakes	Start	End	# of Winners	Drawing	Event Date
Drawing 1	3/6@12:00AM	3/12@11:59PM	1 per Location	3/13	3/17
Drawing 2	3/14@12:00AM	3/19@11:59PM	1 per Location	3/20	3/24
Drawing 3	3/21@12:00AM	3/26@11:59PM	1 per Location	3/27	3/31
Drawing 4	3/21@12:00AM	3/26@11:59PM	1 per Location	3/27	4/2

- 2. Eligibility:** The Sweepstakes is open to persons legally and physically residing in one of the 50 United States or the District of Columbia who are at least 21 years of age at time of entry. Brick House is the sponsor of this Sweepstakes (“Brick House Tavern + Tap” or “Sponsor”). Employees, agents, directors of Sponsor, Brick House, and Ignite Creative Services, LLC (“Administrator”), and their respective parent companies, affiliated companies, subsidiaries, partners, dealers, manufacturers, distributors, sponsors, advertising agencies, promotion and administration agencies and any entity which is involved in any aspect of the creation, production, operation, execution or fulfillment of the Sweepstakes (“Sweepstakes Entities”), and their immediate families (*i.e.*, parents, spouse, siblings, children, grandparents, step parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related) are not eligible to enter Sweepstakes. By participating in this Sweepstakes, entrants: (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by Sponsor and by the decisions of Sponsor; (b) acknowledge compliance with these Official Rules; (c) represent and warrant that he or she meets all the eligibility criteria set forth in these Official Rules; (d) agree to comply with any and all applicable federal, state and local laws, rules and regulations; and (e) agree to release and hold harmless Sweepstakes Entities from and against any and all liability, claims, injury or damages arising out of or relating to

participation in Sweepstakes and/or the use, misuse or redemption of the Prizes (hereinafter defined), and for any claim including claims based on defamation, publicity rights, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property related or other cause of action.

**3. To Enter:** There are (2) ways to enter the Sweepstakes: (A) via online entry (B) via mail-in entry.

(A) ONLINE ENTRY: To enter online, visit <http://brickhouseofmadness.com/> and follow the online instructions to complete and submit your Entry.

There is a limit of one (1) entry per person per Prize regardless of method of entry. There is a limit of one (1) Prize per person per drawing. If it is suspected that an entrant submits more than one (1) entry, only one (1) entry will be considered. Each entrant must fully complete the online entry page with all required information including his/her name, valid email address, birth month and year, and phone number (including area code), and Brick House Tavern + Tap Location. After checking the box verifying you are at least 21 years of age and after having read and agreed to these Official Rules, click the submit button to submit your online entry.

Any available opt-in opportunities are not required to enter the Sweepstakes, and checking the opt-in boxes will not improve your chances of winning. By opting in, entrants agree to join the Brick House House Insider Club. Entrants may opt out of the Brick House House Insider Club at any time by selecting the UNSUBSCRIBE option at the bottom of any email message or following the provided opt-out instructions. By participating and submitting an entry, entrant agrees that Sponsor and Administrator are authorized to contact entrant via email, mail, phone or any other form of media to make entrant aware of information pertinent to the Sweepstakes, and to distribute information regarding the Sponsor(s) featured products, special events or promotional offers and coupons. Entrants may opt-out of any further email communication at any time by simply selecting the UNSUBSCRIBE option at the bottom of any email message, or following the provided opt-out instructions.

All information submitted by entrants is subject to and will be treated in a manner consistent with Brick House Tavern + Tap's Privacy Policy accessible at <http://brickhousetavernandtap.com/terms-privacy> By participating in the Sweepstakes, entrants hereby agree that Brick House Tavern + Tap may collect and use their personal information in compliance with its Privacy Policy and acknowledge that they have read and accepted the Brick House Tavern + Tap Privacy Policy.

(B) MAIL-IN ENTRY: Mail Request: Fill out a 3 X 5 card including Name, Address, City, State, Zip Code, Phone Number, Date of Birth and Brick House Location and mail to: Best Seat in the House, 7619 East Pinnacle Peak Road, Suite 115 Scottsdale, AZ 85255. All mail-in requests must be rec'd by 11:59 PM MST on End Date noted above.

**4. Odds:** The odds of becoming a Sweepstakes Winner (hereinafter defined) Odds of winning a Weekly Prize depend on the total number of eligible Entries received during the applicable Weekly Entry Period.

**5. Prizes:** Up to Twelve (12) Qualifying Prizes will be awarded each week in this Promotion. Each Qualifying Prize consists of the following: Reserved, premium seating for the Winner and

guests (number of guests permitted will be determined by each Brick House Location) at the selected Brick House Tavern + Tap location, Two (2) complimentary appetizers (ARV \$30).

**6. Publicity Release:** By participating in Sweepstakes, each Winner grants to Sponsor, and its representatives, affiliates, licensees and assigns, the right and permission to record, film, videotape and photograph the Winner (“Images”). These Images will be owned by Sponsor. Sponsor and each of its designees shall have the right to use, re-use, reproduce, publish, display, exhibit, distribute, edit, adapt, post, stream, copy and exploit such Images, and all elements embodied therein, including any names, likenesses, address, voice, conversation, biographical and Prize information and any other attributes of Winner, individually or with others, in whole or in part, in conjunction with other material, if any, in any and all media now known or hereafter devised, for the purpose of trade, advertising, publicity, promotion, or a Sweepstakes Winner List or any other lawful purpose whatsoever, in perpetuity, throughout the world, without additional compensation, consideration, notification or permission, except where prohibited by law.

**7. Winner Verification/Notification:** All Entries, to be considered for a specific Weekly Prize, must be received during the applicable Weekly Entry Period. Potential Winners will be notified on or about one (1) business day after the applicable Weekly Drawing Date, via email or telephone, as appropriate, to confirm their mailing addresses as well as any additional required information or responses needed in order to fulfill the Prize. There will be one (1) Winner per “Prize” per location selected at random from among all the Eligible Entries. On or about the dates listed in the chart in Section 1, in random drawings conducted by the Administrator, the potential Winners will be selected from all eligible Entries received. The decisions of the Administrator shall be final and binding. Odds of winning a Weekly Prize depend on the total number of eligible Entries received during the applicable Weekly Entry Period. Administrator will attempt to contact the potential Winner(s) via the telephone number provided at time of entry and by entering the Sweepstakes entrants hereby grant permission to be contacted via telephone. **No messages will be left on answering machines or voicemail systems.** If a potential Winner cannot be reached directly and/or does not meet the eligibility requirements, the potential Winner will be disqualified and an alternate potential Winner will be selected in a random drawing from among all remaining Eligible Entries. At the sole discretion of the Administrator, disqualification, forfeiture and the selection of an alternate Winner may result from any of the following: **[1]** a potential Winner’s failure to respond to notification within the first attempt to contact via phone after transmission; **[2]** the return of an Email Notification as undeliverable after one (1) attempt; **[3]** the return of any other notice or a Prize as undeliverable; **[4]** a potential Winner’s failure to provide Administrator with satisfactory proof of age, identity and residency; **[5]** a potential Winner’s failure to provide Administrator with satisfactory proof that he/she is the authorized account holder of the Address associated with the winning Entry; **[6]** a potential Winner’s failure to provide required additional information upon Administrator’s request; and **[7]** any other non-compliance with Rules. In the event of a Prize forfeiture, the Administrator may, in its sole discretion, award or not award the forfeited Prize.

**8. Limitations:** All Entries for each Weekly Drawing must be received during the applicable dates listed in the chart above in order to be considered for that specific Weekly Drawing. For avoidance of doubt, Entries from a Weekly Entry Period will **not** roll over into subsequent Weekly Entry Periods. **Entries are limited to one (1) Entry per Person/Address per day (regardless of method of Entry or whether one person has more than one Address or more than one person use the same Address).** In event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person in whose name the Address is registered. Entries by any method other than set forth above in Section 1 are void. Any use of automated or programmed methods of effecting Entry is prohibited. Neither the Entities, nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releases") are responsible for Entries from persons residing, or physically located, outside the Territory; Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misrouted, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Rules; or for lost, interrupted or unavailable network, server, Internet Service Provider, or other connections, telephone or cell phone text messaging availability or accessibility; miscommunications; failed computer, satellite, telephone or cable transmissions, lines or technical failure; failed phone, computer hardware or software or text message malfunctions, failures, technical errors or difficulties; telephone transmissions; technical failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable emails resulting from any form of active or passive email filtering; insufficient space in entrant's email account to receive email; or other errors of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes; even if caused by the negligence of any of the Releasees. Each of such potential Entries will be disqualified and any attempt by a person to use multiple email or cell phone accounts to register more than the number of Entries allowed by these Rules may result in disqualification at Administrator's sole discretion. **Void in Alaska and wherever else prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations.**

**9. Prize Terms:** If for any reason any Prize is unavailable or any Prize or related event is delayed, cancelled or postponed, or for any other reason, Sponsor reserves the right to modify the Sweepstakes in its sole discretion and award a substitute Prize, or portion of Prize, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of the Prize, or any portion thereof, is permitted by a Winner or Guest. Sweepstakes Entities shall have no responsibility or obligation to a Winner or Guest who is unable or unavailable to, or who does not for any reason, accept or utilize the Prizes. All costs and expenses not specifically listed above as part of the Prizes, are solely Winner's responsibility. **PRIZES ARE PROVIDED "AS IS". ENTRANTS ACKNOWLEDGE THAT SWEEPSTAKES ENTITIES 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 THE PRIZES AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Prizes pictured in online television, print advertising, and other Sweepstakes materials are for illustrative purposes only.

**10. General Terms:** By entering this Sweepstakes and/or accepting any Prize you may win, you agree that: **[1]** you have all rights, permissions and consents necessary to grant the rights to Sponsor/Administrator as expressed herein; **[2]** you will abide by and be bound by the Rules and the Administrator's decisions and Privacy Policy; **[3]** the Entry becomes solely the Sponsor's property and will not be returned; **[4]** you release, indemnify and hold harmless the Releasees from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any prize; participation in the Sweepstakes or any Sweepstakes-related activity or travel or from any interaction with, or downloading of, computer Sweepstakes information; **[5]** the Prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose); the Releasees do not make any representation, warranty or guarantee, express or implied, relating to the Sweepstakes or Prizes; **[6]** a Winner's acceptance of a Prize constitutes the grant to Sponsor and assigns of an unconditional and irrevocable right to use Winner's name, address (city and state only), voice, likeness, photograph, biographical and prize information and/or statements about the Sweepstakes for any programming, publicity, advertising and promotional purposes, worldwide, in perpetuity, without additional compensation, except where prohibited by law; **[7]** in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Administrator's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Sweepstakes, so that it cannot be conducted as originally planned, except where prohibited by law, Administrator has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend the Sweepstakes; and in such event, to select a Winner by such method as Administrator in its sole discretion shall consider equitable; **[8]** the Releasees are not responsible for typographical or other errors in the offer or administration of this Sweepstakes, including but not limited to: errors in the advertising, Rules, selection and announcement of the Winners and distribution of the Prizes; **[9]** any portion of any Prize not accepted or used by a Winner will be forfeited; **[10]** the Releasees are not responsible for any inability of a Winner to accept or use the Prize (or any portion thereof) for any reason; **[11]** the Administrator has the right, at any time and at its sole discretion, to disqualify any individual it suspects to be doing any of the following: (a) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes; (b) violating the Rules; (c) violating the terms of service, privacy policy or other terms, conditions of use and/or general rules or guidelines of any Sweepstakes property or service; (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or (e) for any other good cause as determined solely by the Administrator; **[12]** Administrator has the right to lock out an entrant whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter the Sweepstakes; **[13]** since any attempt by any individual to damage or undermine the legitimate operation of this Sweepstakes is a violation of these Rules as well as criminal and civil laws, and should Administrator believe or become aware that such an attempt has been, is being, or will be made, it has the right to seek remedies and damages from any responsible individuals to the fullest extent permitted by law, including without limitation criminal prosecution. **[14]** By participating in the Sweepstakes, all entrants agree to indemnify and hold harmless Sweepstakes Entities from any and all liability arising out of or relating in any

way to entrant's participation in Sweepstakes and to release all rights to bring any claim, action or proceeding against Sweepstakes Entities. This includes, but is not limited to, any and all claims, demands, and causes of action for personal injuries or death and/or damage to personal or real property, theft, loss, or any other harm suffered directly or indirectly from entrant's participation in Sweepstakes or the receipt or use of the Prizes. **[15]** Sweepstakes Entities assume no responsibility for incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any human, mechanical or electronic error that may occur in the processing of the entries in Sweepstakes, or other errors appearing within the Official Rules or in any Sweepstakes related advertisements. Sweepstakes Entities assume no responsibility for any typographical or other error in the printing of the offer, administration of Sweepstakes, errors in processing entries, identifying the Winners, in the announcement of the Prizes and Winners, and the delivery of the Prizes, any problems or technical malfunction of any telephone network or lines, mobile phone, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any web site, or any combination thereof, including, without limitation, any injury or damage to entrant's or any other person's computer system/software or mobile phone or other portable electronic device related to or resulting from participation or downloading any materials in Sweepstakes. Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. No software-generated, robotic, programmed, script, macro or other automated entries are permitted and any entries received by such means will be void. Sponsor reserves the right in its sole discretion to disqualify any person they suspect or find: (a) to have used a software generated, robotic, programmed, script, macro or other automated entry; (b) to have tampered with the entry process or the operation of Sweepstakes; (c) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (d) to display behavior that will bring such Winner or Sweepstakes Entities into disgrace; (e) to have provided inaccurate information on any legal documents submitted in connection with Sweepstakes; or (f) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

AS A CONDITION OF ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT: (I) UNDER NO CIRCUMSTANCE WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, OTHER THAN FOR OUT-OF-POCKET EXPENSES; (II) ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY -- WITHOUT RESORT TO ANY FORM OF CLASS ACTION -- BY BINDING ARBITRATION (BY A SINGLE NEUTRAL ARBITRATOR SELECTED BY SPONSOR IN ITS SOLE AND ABSOLUTE DISCRETION) ; AND (III) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT SHALL SUCH CLAIMS, JUDGMENTS OR AWARDS INCLUDE ATTORNEYS' FEES. THIS SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE CONTENT OR THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH ENTRANT, AND SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON OR PERSONS TO THE FULLEST EXTENT PERMITTED BY LAW.

**11. Request for Names of Winners and Official Rules:** All requests for a copy of the Official Rules and for the names of the Winners (first name and state) must be made by March 31st, 2018. The Winner List will only include Winners with Prize values of \$25 or more. Vermont residents may omit return postage if requesting a set of Official Rules. For the names of the Winners and/or Official Rules: (a) send a self- addressed stamped envelope to: Ignite Creative Services, LLC, Attention "**Brick House Tavern + Tap Best Seat in the House Sweepstakes**", 7619 East Pinnacle Peak Rd, Ste 115 Scottsdale, AZ 85255; and (b) write, as applicable, "Winners List" or "Official Rules" on the lower left-hand corner of the envelope.

**12. Sponsored by:** This Sweepstakes is administered by Landry's, Inc. 1510 W. Loop South Houston, Texas 77027 ("Sponsor"), whose decisions are final and binding as to all aspects of this sweepstakes.

**Administered by:** This Sweepstakes is administered by Ignite Creative Service, LLC 7619 East Pinnacle Peak Rd, Suite 115, Scottsdale, AZ 85255 ("Administrator"), an independent organization whose decisions are final and binding with respect to the sweepstakes ("Sweepstakes").