

**“FIVE STAR’S LUXURY CAR GIVEAWAY” Contest**

**Winner's Affidavit of Eligibility and Liability and Publicity Release**

**PLEASE READ CAREFULLY.** This Winner's Affidavit of Eligibility and Liability and Publicity Release (the "Affidavit"), when signed and acknowledged by his/her employer representative and returned, will serve as proof of eligibility and as a liability and publicity release for the person listed below, who has been notified by Five Star Food Service (the "Sponsor") that he/she is the winner of a prize in the FIVE STAR’S LUXURY CAR GIVEAWAY Contest (the "Contest").

Date: \_\_\_\_\_ Employer: \_\_\_\_\_

Winner's Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Driver’s License State: \_\_\_\_\_ Driver’s License #: \_\_\_\_\_

Telephone Number(s) Home: \_\_\_\_\_ Cell: \_\_\_\_\_

I, \_\_\_\_\_, hereby say and agree that:

- 1) I am a legal resident of the 48 contiguous United States or the District of Columbia.
- 2) I am at least eighteen (18) years old.
- 3) I am currently employed, in “good standing” with my employer, and my employer’s location has a micro market operated by Five Star Food Service.
- 4) I am legally licensed to drive by my state of residence.
- 5) Per state law, I have an active insurance policy on all personally owned motor vehicle(s) and possess the ability to obtain the appropriate insurance for the Contest prize. *(only applicable to motor vehicle prizes)*
- 6) I am not an individual (including but not limited to employees, consultants, independent contractors, and interns) who has, within the past six months, performed services for the Sponsors, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest or supplying the prize, and their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. "Household members" shall mean people who share the same residence at least three months a year.
- 7) I have read and do understand and have and do accept the terms and conditions of the Official Rules for the Contest, a copy of which are attached hereto as Exhibit "A" (the "Contest Rules").
- 8) I have complied with the Contest Rules and have perpetrated no fraud in entering the Contest or claiming any prize.
- 9) On behalf of myself, my heirs and personal representatives, I hereby release the Sponsor and each of their respective parent companies, subsidiaries, affiliates, directors, officers, governors, owners, employees and agents from any liability whatsoever and waive any and all causes of action related to any claims, costs, injuries, losses or damages of any kind arising out of or in connection with my

participation in the Contest or the delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity, privacy or defamation, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

- 10) I understand that I am entitled to receive only the prize or prizes awarded by the Sponsor and that each such prize is nontransferable.
- 11) I understand that I am responsible for all costs I incur in connection with the Contest and/or the award of any prize including, without limitation, all federal, state, local and other taxes on the prizes awarded.
- 12) I ACKNOWLEDGE AND AGREE THAT ALL PRIZES ARE AWARDED BY THE SPONSORS "AS IS" AND THAT THE SPONSORS MAKE NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY PRIZE. I ASSUME ALL RISK OF LOSS AND/OR LIABILITY ASSOCIATED WITH THE PRIZES AND IN NO EVENT SHALL THE SPONSORS HAVE ANY LIABILITY TO ME, MY HEIRS OR PERSONAL REPRESENTATIVES FOR ANY INJURY OR LOSS ARISING FROM MY USE OF THE PRIZES.
- 13) On behalf of myself, my heirs and personal representatives, I hereby grant permission to the Sponsors and their respective parent companies, subsidiaries, affiliates, directors, officers, governors, owners, employees and agents to use my voice, name, image, likeness, actions, statements and photographs for advertising and promotional purposes without further authorization, compensation, remuneration or notification.

**WINNER'S SIGNATURE**

Full Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

**ACKNOWLEDGMENT**

Before me, the undersigned, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein set forth. I certify he/she is an employee of \_\_\_\_\_ and is in 'good standing' as of the \_\_\_\_ day of \_\_\_\_\_, 2017.

Employer Representative (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

## EXHIBIT "A"

### **NO PURCHASE NECESSARY TO ENTER OR WIN.**

#### **Eligibility Guidelines:**

Contest is sponsored by Five Star Food Service ("Sponsor").

Entrant(s) to and the Winner of the "**FIVE STAR'S LUXURY CAR GIVEAWAY**" Contest ("Contest") must be currently legal residents of the 48 contiguous United States or the District of Columbia, 18 (eighteen) years old or older and have a valid driver's license. Entrants also must be an employee in good standing at a participating Five Star Food Service micro-market location.

Any individuals including but not limited to employees, consultants, independent contractors, and interns who have, within the past six (6) months, performed services for the Sponsor, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest or supplying the prize, and their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals, are not eligible to enter. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. "Household members" shall mean people who share the same residence at least three (3) months a year.

#### **Contest Period & Contest Entry:**

Contest begins at 12:01 am Eastern Time ("ET") on February 1, 2019 and ends at 11:59 p.m. ET on March 15, 2019 (the "Contest Period").

To enter the Contest, an individual must purchase at least one (1) participating product using their micro-market account, during the contest period at a participating Five Star Food Service micro-market location; OR Send, via United States Postal Service, a letter stating your intention to enter the Contest including Full Name (as it appears on driver's license), Mailing Address, Phone Number, and Email (if applicable). Mailed submissions must be received prior to the close of the Contest Period. Each mailed entry must be mailed separately.

The individual whose name is registered to the micro-market account is the only individual who will be entered for each participating purchase. Entrants will receive one (1) Contest entry for each purchase made of participating products. Entrants will receive one (1) Contest entry for each mailed letter entry submission.

#### **Winner Notification:**

Only Entrants that have successfully completed the aforementioned Contest entry requirements will be considered ("Eligible Entrants"). Of the Eligible Entrant(s), one (1) will be chosen as Winner via computerized random drawing.

The Eligible Entrant(s) drawn must be available to the Sponsor via phone and/or email beginning March 16, 2019. Eligible Entrant(s) must respond to phone call(s) or email(s), and return any completed forms from Sponsor within a twenty-four (24) hour period or Sponsor reserves the right to disqualify said Entrant.

The Entrant identified as Winner may be required to participate in a background screening process, if requested by Sponsor. Failure to consent to the background screening process will result in disqualification.

In the event the Winner is deemed ineligible or fails to comply with Contest procedures, another Winner will be chosen from remaining Eligible Entrants, or Sponsor reserves the right to terminate the Contest or part thereof.

#### **Prize:**

One (1) winner will receive one (1) brand new 2019 Audi A4 or equivalent luxury vehicle. The Winner will be awarded the Prize (make, model, trim, and color) of Sponsor's choosing. Prize will be chosen based upon availability. The option for a cash prize equivalent to the value of the vehicle Prize will not be available. Any vehicle(s) represented in any Contest marketing materials may not be the exact Prize that will be awarded.

In order to be declared the Winner, the selected Eligible Entrant must complete any paperwork required by the Sponsor and return all completed forms to Sponsor. Subject to prize availability, the Winner will be able to claim the prize no

later than 180 (one hundred and eighty) days after Sponsor receives the completed forms. Sponsor will make commercially reasonable efforts to provide prize for pick up within 100 (one hundred) miles of Winner's residence and will notify Winner of prize's availability and location for pick up.

Winner must be present and provide proof of a valid driver's license. The Winner is not entitled to exchange or transfer the prize, but Sponsor, in their sole discretion, may substitute prizes of equal or greater value.

Federal, state, and local taxes associated with the receipt or use of the prize, if any, are the sole responsibility of the Winner. Winner must provide a validly completed IRS Form W-9 to the Sponsor prior to receiving the prize. An IRS Form 1099 reflecting the final actual value of any prize valued at \$600 or more, if required by law, will be issued to the Winner.

**Releases:**

By participating, Entrant(s) and Winner agree to be bound by these official rules and the decisions of the Sponsor, which shall be final in all respects. By entering the Contest, Entrant(s) and Winner agree to execute in a timely manner and by any deadline set by Sponsor any and all paperwork requested by the Sponsor which may include, but is not limited to: background checks and any release forms.

Entrant(s) and Winner may be required to sign and return an affidavit of eligibility, release and indemnification within seven (7) days of notification of winning. By participating in this contest, Entrant(s) and Winner agree to release, defend, indemnify, and hold harmless the Sponsor, their parent, subsidiaries, and affiliated companies, sponsoring, advertising and promotion agencies and any other prize suppliers (if any), licensees, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from including, but not limited to, any and all actions, complaints, claims, injuries, liabilities, fees (including reasonable attorney's fees), royalties, costs, losses or damages arising in any manner, directly or indirectly, by whomever or wherever asserted, from a) Entrants' and Winner's participation in the contest, b) Sponsor' exercise of the rights granted herein and/or c) the acceptance, use or misuse of any prize or portion of any prize.

By submitting materials hereunder and accepting the prize if chosen as the Winner, Entrant(s) hereby grant to the Sponsor, their parents, subsidiaries, licensees and affiliated companies, and each of their respective officers, directors, agents, servants, representatives, shareholders and employees, as well as each of their respective successors, representatives and assignees the exclusive right to use and distribute their entry, as well as their likeness, picture, voice, name and biographical material (all such materials are sometimes collectively referred to as the "Materials") in any and all manner, methods, formats and media now known or hereafter created, including without limitation, all forms of television, radio, internet, cable, satellite, wireless applications, home video products and devices, etc., in connection with the Contest and in all advertising and promotion for the foregoing, throughout the universe, in perpetuity without further obligation or compensation to the Entrants and Winner, or any other affiliated party.

Entrant(s) and Winner acknowledge that they may be included and/or discussed in a video or other form of media, that such discussion may include statements or opinions by Released Parties about the Entrant(s) and the Winner, the Entrants' and Winner's appearances and/or the Materials, and that those statements and opinions may be considered offensive or injurious to them, Sponsor's employees, and/or other third parties. Entrant(s) and Winner release the Released Parties from any actions, claims, injury, loss or damage allegedly caused, directly or indirectly, by any such statements or opinions.

Sponsor is not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or other causes that corrupt or affect the administration, security, fairness, integrity or proper conduct of the contest, Sponsor reserve the right, in their sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the contest. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or electronic entry to be received on account of technical problems or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to entrant's or any other

person's computer related to or resulting from participation in or downloading any materials from this contest. In the event of a dispute over an electronic entry, prize will be awarded to the owner of the e-mail account, not the name on the entry form.

**Prize Claim:**

(a) Winner must provide proof of age, identity, residency, employment, and valid driver's license; (b) Entrants and Winner must sign and return affidavit of eligibility/compliance with rules, publicity/liability release and indemnification, and (c) Entrants and Winner must also agree to complete and submit any additional releases, indemnifications and other requisite paperwork as specified at the discretion of the Sponsor, all within the time period specified by Sponsor.

**Miscellaneous; Winner Posting:**

Void where prohibited. All federal, state and local laws and regulations apply.

Sponsor reserve the right, in their sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, modify and/or suspend the contest in the event of tampering or other circumstances, including but not limited to acts of God or civil disturbance that render it impractical or impossible to complete or fulfill the contest as originally planned.

Official rules will be posted on [www.fivestar-food.com](http://www.fivestar-food.com). For a notification of winner, send a self-addressed stamped envelope to: "FIVE STAR'S LUXURY CAR GIVEAWAY" Contest, c/o Five Star Marketing, 6005 Century Oaks Drive, Suite 100, Chattanooga, Tennessee, 37416, by close of business on March 15, 2019.