

2020 RITA'S FIRST DAY OF SPRING FANATICS CONTEST (THIS "CONTEST") – OFFICIAL RULES (THE "RULES")

Contestants will comment their most extreme Rita's First Day of Spring memory through a comment-to-win contest hosted on Sponsor's (as defined below) official Facebook page (the "Rita's Facebook Page").

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

ELIGIBILITY:

Rita's Franchise Company, LLC ("Sponsor") is the sponsor of this Contest. This Contest is open only to those who are 13 years of age or older as of the date of entry. This Contest is only open to legal residents of the 50 United States and the District of Columbia and is void where prohibited by law. Sponsor's employees, affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively, the "Affiliated Employees"), and immediate family members (including spouses, children, siblings, parents) and/or those living in the same household of Affiliated Employees are not eligible to participate in this Contest. Rita's® franchise owners ("Franchisee(s)"), their employees ("Franchisee Employees"), and immediate family members (including spouses, children, siblings, parents) and/or those living in the same household of Franchisee(s) and Franchisee Employees are not eligible to participate in this Contest. This Contest is subject to all applicable federal, state, and local laws and regulations.

AGREEMENT TO RULES:

By entering this Contest, the contestant ("Contestant") agrees to be fully and unconditionally bound by these Rules, and Contestant represents and warrants that Contestant meets the eligibility requirements. In addition, the Contestant agrees to accept the decisions of Sponsor as final and binding as they relate to the content of this Contest.

CONTEST PERIOD:

Submissions to this Contest will be accepted starting at 3:00 PM EST on Tuesday, February 18, 2020, until midnight (11:59 PM) EST on Tuesday, February 25, 2020 on the Rita's Facebook Page.

HOW TO ENTER:

Each submission by a Contestant to this Contest (the "Submission(s)") must be entered by uploading a comment portraying or describing such Contestant's most extreme and passionate Rita's First Day of Spring memory on the Contest post located on the Rita's Facebook Page. Submission(s) must (i) be entered by the Contestant, and (ii) be published on the Rita's Facebook Page. Comments published on other social media platforms will not be considered by Sponsor for the Contest. The Rita's Facebook Page can be found below:

Link to Rita's Facebook Page : <https://www.facebook.com/RitasItalianIceCompany>.**

** Please note that Facebook only allows promotions to be run through official pages, not a Contestant's personal page(s). Therefore, SUBMISSIONS ON FACEBOOK HAVE TO BE MADE ON THE RITA'S FACEBOOK PAGE.**

DETERMINATION OF WINNER:

From the Submissions, ten (10) Contestants (individually and collectively, the "Finalist(s)") will be selected based on such Finalists Submissions': (i) creativity, (ii) originality, and (iii) the portrayal of the Contestant's First Day of Spring memory, as determined by Sponsor in its sole discretion. Each Finalist will be contacted by Sponsor via Facebook Messenger from the Rita's Facebook Page for more details about such Finalist's Submission. Each Finalist will have 48 hours to respond to the Sponsor's Facebook Message with any information requested by Sponsor. If a Finalist does not respond within 48 hours, such Finalist may be disqualified.

From the Finalists, three (3) Contestants (individually and collectively, the "Winner(s)") will be chosen based on (i) creativity, (ii) originality, and (iii) the portrayal of the Contestant's First Day of Spring memory, as determined by Sponsor in its sole discretion. If a Winner is disqualified or otherwise does not comply with these Rules, the Prize (as defined below) will be forfeited, and an alternate potential winner may be selected at Sponsor's sole discretion.

PRIZE:

Each Winner and one guest (per Winner) will receive a trip to Sponsor's Headquarters and Test Kitchen (the "Prize"). Sponsor will cover trip expenses up to \$2,000 for each Winner and such Winner's guest

(\$6,000 total). If the actual value of the Prize differs than stated herein, the difference will not be awarded as cash or merchandise. Rita's Franchise Company, LLC, a Delaware limited liability company (the "Prize Supplier"), will process and make the Prize available to the Winners.

Sponsor will contact each Winner by March 3, 2020. Sponsor will publicly announce each Winner on the Rita's social media sites by March 4, 2020.

Odds of winning depend on the number of participants. Sponsor reserves the right to substitute the Prize with another prize of equal or greater value. Winner(s) may not substitute the Prize.

SUBMISSION REQUIREMENTS:

For the Submission to qualify for this Contest:

- (i) Contestant must be eligible to enter this Contest;
- (ii) the comment associated with the Submission must include a story from Rita's First Day of Spring;
- (iii) Contestant must follow the Rita's Facebook Page from the Facebook page under which Contestant published the Submission;
- (iv) Contestant's Facebook account must be publicly viewable;
- (v) the Submission must be an original, unpublished work that does not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity.

SUBMISSION RESTRICTIONS:

Sponsor reserves the right, in its sole discretion, to disqualify any Submission that does not meet these Submission restrictions (the "Submission Restrictions"):

- (i) the Submission cannot contain any content, element, or material that violates a third party's publicity, privacy or intellectual property rights;
- (ii) the Submission must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, tortuous, slanderous or discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Contest as determined by Sponsor, in its sole discretion;
- (iii) the Submission must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state, or local laws and regulations.
- (iv) the Submission must not contain any content, material or element that displays any third-party advertising, slogan, logo, trademark or otherwise indicates a sponsorship or endorsement by a third party or that is not within the spirit of the Contest, as determined by Sponsor, in its sole discretion.

SOCIAL MEDIA:

Any Submission that fails to comply with the Facebook's guidelines may be removed by Facebook and may not be considered for this Contest.

For good and valuable consideration, Contestant agrees to hold Facebook, and each of their officers, trustees, employees and agents harmless for any injury or damage caused or claimed to be caused by Contestant's participation in this Contest. Contestant acknowledges that this Contest is in no way sponsored, endorsed or administered by, or associated with Facebook. All Submissions are being provided to the Rita's Entities (as defined below) and not Facebook.

RULES AND GENERAL CONDITIONS:

All federal, state, and/or other taxes are the sole responsibility of each Winner.

A prize won by a minor (as defined in the jurisdiction of the minor's residence) will be awarded in the name of, or to, the minor's parent or legal guardian. Potential prize winners, or the parent or legal guardian of a minor in the case of a minor, may be required to sign, execute, have notarized and return, an Affidavit of Eligibility, a Liability Release, a Publicity Release and any other documentation that Sponsor requires (collectively "Affidavit/Release") or such potential winning Contestant may be disqualified and an alternate winner may be selected by Sponsor, at its sole discretion.

Sponsor will collect personal data from Contestant when Contestant enters this Contest, and this information will be used for the purposes of administering the Contest, publicizing the Contest, and other promotional purposes that benefit Sponsor. Information collected from Contestant is subject to Sponsor's privacy policy which can be found at: <https://www.ritasice.com/>.

Contestant will retain ownership of all intellectual and industrial property rights (including moral rights) in and to the Submission. As a condition of participating in this Contest, Contestant grants Sponsor a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display the Submission for any purpose, without any attribution or compensation to Contestant.

Any person attempting to defraud or in any way tamper with this Contest will be prosecuted and he/she will not be eligible for this Contest.

Contestant agrees that when participating in this Contest, he/she will not engage in any illegal and/or inappropriate activities.

If for any reason this Contest is not capable of running or is disrupted as planned by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor, which in the sole opinion of Sponsor corrupts or affects the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right, at its sole discretion, to cancel, suspend or modify this Contest, or any portion thereof.

By participating in this Contest (i.e. by publishing a comment), the Contestant, or Contestant's parent or legal guardian if Contestant is a minor, agree and acknowledge: (i) to be bound by these Rules, as well as the decisions of Sponsor and Sponsor's judges, which will be final and binding in all respects; (ii) to waive any rights to claim ambiguity with these Rules, and (iii) that Sponsor, the Prize Supplier, Sponsor's advertising and promotional agencies and Rita's franchisees, and each of their owners, members, officers, directors, employees, affiliates, parents and subsidiaries (individually and collectively, the "Rita's Entities") shall have no responsibility or liability (including, but not limited to, liability for any property loss, damage, personal injury or death) in connection with this Contest and any prize awarded.

By participating in the Contest and accepting the Prize, or any other prize awarded, each Winner (and, if under the age of majority, his/her parent or legal guardian) releases and agrees to hold harmless the Rita's Entities from any and all liability for any injury, loss or damage to persons, including death, and property, due in whole or in part, directly or indirectly, from or arising out of participation in this Contest, or participation in any promotion-related activity, or the receipt, use or misuse of the Prize, or any other prize awarded.

These Rules constitute the entire agreement between Sponsor and Contestant. If any provision of these Rules is held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

Except where prohibited by law, as a condition of participating in this Contest, Contestant agrees that any and all disputes and causes of action arising out of or in connection with this Contest, or Prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively, before a court located in the Commonwealth of Pennsylvania having competent jurisdiction, which court shall apply the laws of the Commonwealth of Pennsylvania without regard for doctrines of conflict of law. In any such dispute, under no circumstances will Contestant be permitted to obtain awards for, and Contestant hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Contestant's actual out-of-pocket expenses (i.e. costs associated with participating in this Contest), and Contestant further waives all rights to have damages multiplied or increased.