Well Done Sweepstakes and Contest Official Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

General. By submitting an entry to the Well Done Sweepstakes and Contest ("Promotion"), brought to you by Sizzler USA Restaurants, Inc. ("Sponsor"), entrant acknowledges and agrees that entrant has read, understands, and agrees to be bound by these official Promotion rules ("Official Rules"). The Promotion consists of a Sweepstakes and a Contest. By entering the Promotion, entrants agree to waive any right to claim any ambiguity or error in these Official Rules, or the Promotion itself, and agree to be bound by all decisions of the Sponsor, whose decisions are binding and final in all matters related to the Promotion. Failure to comply with these Official Rules or any Sponsor instructions relating to the Promotion may result in disqualification from the Promotion.

Eligibility. The Promotion is open only to legal U.S. residents who are a minimum of 18 years of age or older at time of entry and reside within one of the following states and within fifteen (15) miles of a Sizzler restaurant owned by Sponsor ("Restaurant"): California, Oregon, Arizona, New Mexico. Employees of Sponsor and respective parent companies, subsidiaries, affiliates, advertising agencies, promotion agencies, prize suppliers, and any other vendors providing services in connection with this Promotion and their spouses are not eligible to enter or win.

How To Enter. The Promotion begins at 12:00 am PT/1:00 am MT on October 1, 2024 and runs through 11:59 pm PT on November 4, 2024/12:59 am MT on November 5, 2024 (the "Promotion Period"). Sponsor's time clock will be the official time clock of the Promotion. To enter, you must completely and accurately fill out the Promotion entry form provided on the Sponsor's Promotion page https://sizzler.com/sweepsteaks/, including first name, last name, phone number, email address, zip code, favorite Sizzler restaurant (from options provided), how you like your steak cooked (from options provided), your favorite Sizzler side dish and the additional contest question relating to a Sizzler celebration win ("Contest Question") (collectively, "Entry Form"). Entrants must be the natural person assigned to any submitted email account by the provider responsible for the assigning email addresses for the domain associated with such email account. Entrant must also be an authorized account holder for any submitted telephone number. Limit one (1) entry per person and per email address and per telephone number during the Promotion Period. Any attempt by any entrant to obtain more than the stated number of entries using multiple/different email addresses, identities, registrations and logins, or any other methods will void such entries and that Entrant may be disqualified if discovered by Sponsor. Entries generated by a script, macro or other automated means will be disqualified if discovered by Sponsor. The use of automated or third-party software or web site to enter and/or play is prohibited. Entries that are inaccurate, incomplete, illegible, or corrupted are void and will be disqualified if discovered by Sponsor. If Entry Form permits or requires submission of user-generated content ("UGC"), by entering into the Promotion, entrant represents and warrants as follows: (1) that they created and fully own or have properly licensed all UGC materials or information, can submit such UGC without violating any applicable law, agreement with any third-party, and/or third-party right of any kind (including without limitation any intellectual property, data protection, privacy, or publicity right); and (2) that all UGC entrant hereunder will be true and correct in all respects. UGC may not contain personally identifiable information or other similar sensitive/confidential information of any third-party or content that is offensive, inappropriate, or inconsistent with the Sponsor/'s image or the spirit or purpose of the Promotion. UGC may not have been previously published or otherwise made public elsewhere. Furthermore, without limitation on anything set forth herein to the contrary, Sponsor will have the irrevocable, transferable, and fully sublicensable right and license (but not the obligation) to exploit all such UGC in any manner it so elects to promote the Promotion, its business, brand, products, and/or services, throughout the world in perpetuity, and in all media, now or hereafter known. All received entries become the property of the Sponsor and will not be acknowledged or returned except as disclosed in these Official Rules.

Selection of Sweepstakes Grand Prize Winner. (1) Potential Sweepstakes winner will be selected by Sponsor or agent via random drawing on or around 11/12/2024 from among all eligible entries received during the Promotion Period, subject to verification of eligibility and compliance with these Official Rules. The Grand Prize winner is not eligible to win a Contest Prize.

Selection of Contest Winners. (10) Potential winner(s) will be selected on or around 12/6/2024 by Sponsor judges based on the application of the following criteria to the Entrant's Contest Question response: (1) Heartwarming (2) Surprising (3) Funny (4) Original (5) Overall Exceptional (the "Criteria"). The two (2) Entries receiving the highest scores for each Criteria shall be selected as the Contest winners, for total of ten (10) Contest winners, subject to verification of eligibility and compliance with these Official Rules. If there is a tie among two or more potential Contest winners for any one Criteria, then the corresponding Criteria will be reapplied to the tied entries until the tie is broken. If the tie remains unbroken, then the remaining Criteria shall be reapplied to the tied entries until the tie is broken. If an Entry receives one of the two highest scores for more than one Criteria, that Entry may only be a potential Contest winner for any of the other Criteria. A Contest Prize winner is not eligible to win the Sweepstakes Grand Prize.

Sweepstakes Odds. The odds of winning the Sweepstakes depend on the number of eligible entries received during the Promotion Period. Note that the substance of eligible responses to the Entry form questions will not impact entrants' chances of winning the Sweepstakes.

Winner Notification and Verification. Potential winner(s) will be announced on Sponsor social media and likeness may be republished on outdoor media, such as billboards. The initial winner announcements shall be made on our about 12/18/2024 subject to verification of eligibility and compliance with these Official Rules. In addition, Sponsor will attempt to notify the potential winner(s) via the telephone number or email address provided on the Entry Form ("Notification"). Potential Promotion winner(s) must completely and accurately execute and return any required affidavit of eligibility, release of liability, publicity release and/or prize acceptance form ("Forms") within the time period specified by Sponsor in connection with Notification. In addition, winners agree to participate in reasonable Sponsor publicity requests, including, but not limited to, winner photo shoot at Sponsor's expense, at a time and place

designated by Sponsor and in accordance with Sponsor's instructions. Potential winners may be required to display a copy of a valid government photo ID in addition to the submission of any Forms. A potential winner may be disqualified and, time permitting, an alternate winner may be selected by random drawing from among all remaining entries if: (1) a potential winner cannot be contacted/does not respond to Sponsors' first Notification attempt as directed; (2) a winner does not fulfill the eligibility requirements; (3) a winner does not adhere to the Official Rules; (4) a winner does not sign and return the Forms or provide required ID by the deadline set forth above; and/or (5) if the Notification is returned as undeliverable, refused, or declined. A POTENTIAL PRIZE WINNER IS NOT A WINNER UNTIL HIS OR HER ELIGIBILITY AND COMPLIANCE WITH THESE OFFICIAL RULES HAS BEEN VERIFIED BY THE SPONSOR. Sponsor reserves the right to contact all Promotion entrants using the contact information provided in the Entry Form in connection with the Promotion entry. The official record(s) of entries will remain the property of Sponsor. If a printing, programming, or other error leads to more Sweepstakes prize claims than there are prizes provided for in the Official Rules, Sweepstakes Grand Prize will be awarded in a random drawing from among all eligible prize claims received at each prize tier.

Prize(s): Sweepstakes Grand Prize (1): "Steak For A Year" awarded in the form of one (1) Restaurant gift card in the amount of \$200 good for use during remainder of calendar month during which it is received. Grand Prize gift card will be automatically re-loaded with \$200 on the first calendar day of each subsequent month, for a total of eleven additional months. Grand Prize gift card fund balance does not carry over from one month to the next. Approximate Retail Value ("ARV") of Sweepstakes Grand Prize: \$2,400. ARV of all Sweepstakes prizes: \$2,400. **Contest Prizes (10):** Each Contest Prize shall consist of one (1) \$200 Restaurant gift card. ARV of each Contest Prize: \$200. ARV of all Contest Prizes: \$200.

Unless otherwise stated, subject to winner verification and compliance with these Official Rules, all prizes will be mailed to each winner using the address provided by the winner on the Forms or emailed to the winner using the email address provided by the winner on the Entry Form or Forms. All Sponsor gift card prize terms and conditions apply. Sponsor not responsible for loss, delay, or damage in shipping. There will be no substitution, transfer, or cash equivalent for prizes, except at the sole discretion of Sponsor, which may substitute prizes of comparable value. Limit one prize per person and per household. Payments of all federal, state, and local taxes related to the award of the prize are solely the responsibility of the winner. Prizes may not be sold, bartered, or auctioned. Prize is awarded "as is" with no warranty or guarantee, either express or implied. All properly claimed prizes will be awarded provided a sufficient number of eligible entries are received, but in no event will Sponsor award more prizes than are provided for in the Official Rules. Unclaimed prizes will not be awarded. For tax purposes, the winner of a prize with an ARV of at least \$600 will be required to accurately complete and submit IRS Form W-9 to the Sponsor and Sponsor will arrange to issue an IRS Form 1099 MISC to winner reflecting the value of the prize.

Disclaimer and Representations. Each winner assumes all liability for any injuries or damages caused or claimed to be caused by winner's participation in the Promotion and/or the acceptance

and/or use of any prize, and releases the Sponsor, their advertising agencies, promotion agencies, prize suppliers, and any other vendors providing services in connection with this Promotion and each of their respective parent companies, subsidiaries, and affiliates, and all of their officers, directors, agents, and employees (collectively, "Releasees"), from any such liability. Releasees are not responsible for: the failure of any entry to be received by the Sponsor because of electronic device errors or failures of any kind, internet disruption, telecommunications, network, electronic, telephone or mobile service outages, delays, busy signals, or any equipment malfunctions or other technical difficulties that may prevent the Sponsor from receiving any entry submission; entries that are illegible, unintelligible, incomplete, stolen, misdirected, garbled, delayed by computer transmissions, lost, late or damaged; any injury or damage to the entrant's or any other person's electronic device related to or resulting from participation or accessing or downloading any materials related to the Promotion; or any human errors, any inaccurate transcription of entry information, errors in any promotional or marketing materials or errors in these Official Rules. If you choose to enter using your mobile phone, standard message and data rates may apply.

Sponsor reserves the right to disqualify any individual from participation in the Promotion if Sponsor concludes, in its sole discretion, that such person: (a) has attempted to tamper with the entry process or other operation of the Promotion; (b) has failed to comply with or has attempted to circumvent these Official Rules; (c) has committed fraud or attempted to undermine the legitimate operation of the Promotion; or (d) has acted toward Sponsor, any other entity affiliated with the Promotion, or any other entrant in an unfair, inequitable, threatening, disrupting, or harassing manner. If a dispute arises regarding compliance with these Official Rules, Sponsor may consider, in its sole discretion, data reasonably available to Sponsor through information technology systems in Sponsor's control, but Sponsor will not be obligated to consider any data or other information collected from any other source. Any failure by Sponsor to enforce any of these Official Rules will not constitute a waiver of such Official Rules. If there is a conflict between any term of these Official Rules and any marketing or entry materials used in connection with the Promotion, the terms of these Official Rules will govern.

Sponsor also reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Promotion. Sponsor reserves the right to cancel, terminate or modify the Promotion if an insufficient number of entries are received or if the Promotion is not capable of running as planned, including, without limitation, as a result of infection by computer virus, bugs, tampering, unauthorized intervention, or technical failures of any sort, or for any reason beyond Sponsor's control. If due to circumstances beyond the control of the Sponsor, any event related to the Promotion or prize is delayed, rescheduled, postponed, cancelled, or has a change of venue, the Sponsor reserves the right, but is not obligated, to cancel or modify the Promotion. Notice of cancellation occurs prior to Sponsor's receipt of any entries, Sponsor will not be obligated to award prize(s). If cancellation occurs after Sponsor's receipt of entries, winner(s) will be selected by random drawing from among all eligible, non-suspect entries received prior to cancellation, provided Sponsor is able to do so.

Sponsor defines "personal information" as any information that identifies you as an individual or is directly linkable to you as an identifiable individual. Entry constitutes (a) permission to share all personal information collected in connection with your participation on the Promotion with business partners, including to be used for informational and/or commercial purposes and (b) permission to Sponsor and to contact you using this personal information for commercial purposes including advertising and telemarketing. Sponsor is not responsible for the privacy practices of these entities.

Entry constitutes permission (except where prohibited by law) to use winner's name, home city and state, likeness and/or voice for commercial purposes including advertising, promotion, and publicity without additional compensation. The winner's name and city of residence may be posted online and disclosed to those who make a timely request for a winners list.

By accessing these Official Rules or entering the Promotion on <u>www.sizzler.com</u> ("Website") you are deemed to agree to be bound by the Website's Terms of Use and Privacy Policy.

In Case of Dispute. EXCEPT WHERE PROHIBITED, ENTRANTS AGREE THAT ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION, OR PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED BY ENTRANT WITH REGARD TO THIS PROMOTION. BUT IN NO EVENT SHALL DAMAGES INCLUDE ATTORNEYS' FEES, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor(s) in connection with the Promotion will be governed by and construed in accordance with the laws of state where the Sponsor is located as set forth below ("State"), without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any other jurisdiction. The state and federal courts located in the State will be the exclusive forum for any dispute relating to these Official Rules and/or this Promotion. All entrants and winner(s) agree, by their participation in the Promotion, to submit to the personal jurisdiction of the state and federal courts in the State and waive the right to contest jurisdiction.

Severability: If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

Winner List. For the name(s) of the winner(s), send request and a self-addressed stamped envelope to Sponsor at Sizzler USA Restaurants, Inc., 23352 Madero Rd., Ste. B, Mission Viejo, California 92691, Attn: Sasha Shennikov, or request it online at guestgrowth@sizzlerusa.com. Be sure to specify the name of the Promotion for which you are requesting the list of winner(s). Request must be postmarked after Promotion Period and received by Sponsor no later than 60 days after the close of the Promotion Period.

Sponsor/Administrator: Sizzler USA Restaurants, Inc., 23352 Madero Rd., Ste. B, Mission Viejo, California 92691