

## Pennant Puff Pastry Baking Contest Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. BY ENTERING THIS CONTEST, YOU AGREE TO RESOLVE ANY DISPUTES BY BINDING ARBITRATION AS PROVIDED IN SECTION 10 BELOW.**

**1. ELIGIBILITY:** Pennant's above-titled Contest ("**Contest**") is open only to permanent, legal residents of forty-eight (48) of the United States and the District of Columbia (void in Alaska, Hawaii, Puerto Rico, all U.S. territories and possessions and all overseas military installations) who are at least eighteen (18) years of age (or the age of majority in their state of residence, whichever is older), as of April 1, 2024, with access to the internet at all times during the Contest Entry Period (as defined below) and subsequent Contest Judging Period (as defined below). All employees of Aspire Bakeries LLC ("**Sponsor**") and all associated agencies and each of their respective parent corporations, subsidiaries, affiliates, sales representatives, distributors, licensees, prize providers or agents (all of the foregoing, together with Sponsor collectively, "**Contest Entities**"), and all of their respective officers, directors and employees and their immediate family members (spouse, parent, child, sibling and their respective spouses) and those living in the same household of each (whether legally related or not), are ineligible to enter or win the Contest. All applicable federal, state and local laws and regulations apply. Void where prohibited by law. Entry in the Contest constitutes your full and unconditional acceptance of these Official Rules, including, but not limited to, your consent to receive e-mail messages from Sponsor solely in connection with the Contest.

**2. CONTEST PERIOD:** This Contest consists of two parts: (i) the Contest Entry Period and (ii) the Contest Judging Period. The Contest Entry Period will start at 12:01 a.m. Pacific Time ("PT") on April 1, 2024 and end at 3:00 p.m. PT on May 3, 2024 ("**Contest Entry Period**"). The Contest Judging Period will start at 3:01 p.m. PT on May 3, 2024 and end at 6:01 p.m. PT on May 6, 2024 ("**Contest Judging Period**"). For the purpose of this Contest, a day ("**Day**") is defined as 12:00 a.m. PT to 11:59 p.m. PT on the same calendar date. Sponsor's computer shall be the official timekeeper for all matters related to this Contest.

**3. CONTEST ENTRY INSTRUCTIONS:** To submit an entry ("**Entry**") to the Contest, during the Contest Entry Period, (i) visit [PennantBakery.com](http://PennantBakery.com); (ii) carefully read these Official Rules; (iii) create your favorite dish using Pennant Puff Pastry; and (iv) submit the following to [John.Loguidice@AspireBakeries.com](mailto:John.Loguidice@AspireBakeries.com): a) a photograph of the dish you created; b) the name of your dish and a brief description; c) a photograph of the Pennant Puff Pastry package used in your dish; and d) your name/organization, and email ("**Submission**"). By submitting an Entry you are signifying that you have read, fully understand and agree to these Official Rules. Entries must be received during the Contest Entry Period to be eligible for this Contest. **Limit of one (1) Entry per person, per household, per email address, during the Contest Entry Period. Any attempts by an entrant to submit more than one (1) Entry into this Contest during the Contest Entry Period will result in such entrant being disqualified.**

If any dispute arises as to the identity of an entrant, the entrant shall be considered the person who is the authorized account holder of the email account through which the Entry was submitted to the Contest. An "**Authorized Account Holder**" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain or website associated with the submitted e-mail address. Entries generated by a script, macro, or other automated means will be disqualified. Entries displaying or containing profanity or that are obscene or otherwise inappropriate (as determined by Sponsor at its sole discretion) will be disqualified, as will entries that violate copyright laws or infringe on any third party rights. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. Sponsor will not be responsible for late, lost, stolen, incomplete, illegible, garbled, corrupted, inaccessible or misdirected Entries and all such Entries are void.

Entries must be received during the Contest Entry Period to be eligible for the Contest. **By entering this Contest, you are giving Sponsor the right to post your Entry, including your Submission, and name, on the PennantBakery.com page or other public websites, and you are assigning all ownership rights and usage rights to your Submission to the Contest Entities to be used for any purpose, including commercial purposes.**

You may enter this Contest during the Contest Entry Period, and you may enter any other sweepstakes, contest(s) or promotions sponsored by Sponsor, but you may only win one (1) Grand Prize from Sponsor within any sixty (60) day period.

**4. SUBMISSION REQUIREMENTS AND RESTRICTIONS:** No collaborative or third party material is permitted in the Submission unless such material is in the public domain (including works or images published on or in websites, television, movies or other media). If Sponsor is notified that any element of a Submission infringes upon the rights of another person and/or receives a legally valid request (in Sponsor's sole discretion) to remove or invalidate the affected Entry because of infringement, that Entry may be disqualified, in Sponsor's sole discretion. Entrants should identify themselves by name and email only in the Submission, if at all, and should not provide any other personally identifying information – if they do, they are releasing the Contest Entities from any and all liability associated with public disclosure of such information in the Submission.

The Submission must:

- be suitable for general audiences (may not be obscene, indecent or objectionable, including but not limited to pornography, violent, illegal or profane depictions, in Sponsor's sole discretion).

The Submission content must not:

- be in bad taste or controversial in the way it portrays any group or individuals;
- be derogatory of any ethnic, racial, gender, religious, professional or age group;
- contain any personal identification, such as license plate number(s), personal name(s), e-mail address(es), or street address(es) (unless it is information that belongs only to entrant, in which case entrant by including the information releases the Contest Entities from any and all liability associated with public disclosure of such information in the Submission);
- depict any third party company names;
- depict or encourage a violation of any law or regulation or in any way violate any law or regulation;
- depict Sponsor, or any group or individuals, or the United States negatively;
- be previously published or appear anywhere; nor
- contain any third party copyrighted material (including but not limited to photography or art work) or otherwise misappropriate or infringe upon the intellectual property rights of a third party.

In Sponsor's sole opinion, any Submission which does not meet any of these requirements will be disqualified. Entrants acknowledge and agree that the Sponsor, its licensees, successors, and assigns will be entitled to retain any and all revenue generated from any sales, licenses, assignments, and other transfers of the rights granted by you hereunder, as well as any and all revenue generated by the display of any advertising, publicity, promotional materials, or distribution rights in connection with your Entry, including your Submission. You understand that there will be no payment for your submission of your Entry, including your Submission. You understand that no industry custom or practice applies to your agreement that you will not be paid for your Entry, including your Submission. You understand that if your Entry, including your Submission, is selected for use, such use will not be considered an employment opportunity.

**5. SELECTION OF GRAND PRIZE WINNERS:** One (1) Grand Prize Winner (defined below) will be selected from all eligible Submissions received during the Contest Entry Period. After the close of the Contest Entry Period, judges selected by Sponsor in its sole discretion and consisting of the Sponsor's sales team ("**Judges**") will select the Grand Prize Winner based on the following judging criteria: (i) creativity (50%) and (ii) best photo/presentation of your Submission (50%). Decisions of Sponsors and Judge(s) are final and binding with respect to all matters related to the Contest.

The Grand Prize Winner will be notified on or about May 6, 2024 after the close of the Contest Judging Period via email to the email address submitted with the Entry. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate potential Grand Prize Winner may result from any of the following: (i) a potential Grand Prize Winner's failure to respond to notification promptly after its transmission; (ii) the return of notification as undeliverable after three (3) attempts; (iii) a potential Grand Prize Winner's failure to provide Sponsor with satisfactory proof of age, identity, residency, and all permissions required by Sponsor within three (3) calendar days after request by Sponsor; (iv) a potential Grand Prize Winner's failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release within three (3) business days after its transmission; (v) a potential Grand Prize Winner's failure to validly claim the prize by May 9, 2024; and (vi) any other non-compliance with these Official Rules. In the event of Grand Prize (defined below) forfeiture, Sponsor may, in its sole discretion, award or not award the forfeited Grand Prize to an alternate Winner. Decisions the Judge(s) is final and binding with respect to all matters related to the Contest.

**6. PRIZE:** One (1) Grand Prize ("**Grand Prize**" or "**Prize**") will be awarded in this Contest. The Grand Prize shall only be awarded in its entirety and shall consist of one (1) \$250 Gift Card to any Capital Grille location. **Total ARV of the Grand Prize is two hundred and fifty dollars and zero cents (\$250.00 USD).** The odds of winning the Grand Prize depends upon on the number of eligible Entries received for the entire Contest Entry Period.

A Grand Prize shall only be awarded in its entirety to a Grand Prize Winner; individual elements of the Grand Prize are not eligible to be awarded separately. Prize is not redeemable for cash except as required by law. Prize is not transferable, except to a surviving spouse residing in the same household. No substitution is allowed except, at Sponsor's sole discretion, a prize of equal or greater value may be substituted. All taxes on a Prize, and other expenses related to accepting and/or using the Prize not listed in these Official Rules are the responsibility of the Grand Prize Winner, who will receive a Form 1099 reflecting the actual retail value of the Prize in the year it was won.

PRIZE IS 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). CONTEST ENTITIES (INCLUDING EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND AFFILIATES) EXPRESSLY DISCLAIM ANY AND ALL RESPONSIBILITY AND LIABILITY ARISING FROM USE, MISUSE OR REDEMPTION OF THE PRIZE INCLUDING BUT NOT LIMITED TO ANY DAMAGES OR INJURIES SUSTAINED BY PRIZE WINNER OR OTHER USERS OF THE PRIZE FOR ANY REASON, INCLUDING FROM ANY PORTION OF THE GRAND PRIZE.

**7. PUBLICITY:** As a condition of entry into the Contest, except where prohibited by law, each entrant grants to the Contest Entities a perpetual, worldwide, unlimited, irrevocable, royalty-free license and right to publicize, broadcast, display and/or otherwise use the Contest entrant's name, city, state and biographical material, and the Submission uploaded by entrant (collectively, "**Licensed Rights**") in any media now known or hereafter devised throughout the world in perpetuity for advertising and publicity purposes, without additional review, compensation, permission or approval. For the Submission, the Licensed Rights include but are not limited to the foregoing, and the right to use, reproduce, copy, publish, display, distribute, perform, translate, adapt, modify, and otherwise exploit the Submission and to incorporate the Submission in other works in any and all markets and media worldwide in perpetuity. Entrants warrant that they have the sole and exclusive right to grant such rights to the Contest Entities and that the Contest Entities' reproduction, publishing, displaying, and/or other use of the Submissions will not infringe on any rights of third parties, including, without limitation, copyright, trademark, privacy, or publicity, or create claims for defamation, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or breach of contract. Entrants further agree: (i) that Contest Entities may exercise any and all rights hereunder without attribution, notification or compensation to Entrants; (ii) that Contest Entities shall have the right to freely assign their rights hereunder, in whole or in part, to any other person or entity, without notification or approval by Entrant; (iii) that Contest Entities shall have no obligation, express or implied, to use the Submission in any manner, and Entrants shall not be entitled to any damages or other relief by reason of Contest Entities' use or non-use of Entrant's Submission; (iv) that Entrants may be contacted by the Contest Entities by telephone, mail or e-mail regarding this Contest; and (v) to sign and deliver to the Contest Entities such documents as the Contest Entities may reasonably require to effectuate the rights granted herein.

**8. GENERAL RULES:** Contest Entities are not responsible for: (i) any incorrect or inaccurate information or technical failures of any kind; (ii) unauthorized human intervention in any part of the entry process or the Contest; or (iii) any other computer, network, technical, human or other error, problem or malfunction that may occur in connection with the administration of the Contest, the processing of Entries, or the selection or notification of Winners. Further, if, for any reason, the Contest is not capable of running as planned for reasons outside the control of the Sponsor which, in the sole opinion of Sponsor, may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest (or portion thereof), Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest (or portion thereof). In the event of such cancellation, termination, modification or suspension, Sponsor will select the Winner from all eligible, non-suspect Entries received prior to such action. Sponsor also reserves the right at its sole discretion to disqualify the Entry of any individual found to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or any website operated by the Contest Entities; (b) using any robotic, macro, automatic, programmed or like entry methods, which will void all such Entries; (c) violating these Official Rules or the terms of service, conditions of use, and/or general rules of any Sponsor property or service; or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person.

**9. PARTICIPANT OBLIGATIONS:** By entering, each entrant agrees THAT THE CONTEST ENTITIES AND ANY OF THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTION AGENCIES, RETAILERS, DISTRIBUTORS AND SUPPLIERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND EMPLOYEES (COLLECTIVELY, THE "**RELEASED PARTIES**") SHALL HAVE NO LIABILITY AND SHALL BE HELD HARMLESS FOR ANY DAMAGE, LOSS OR INJURY TO AN ENTRANT OR ANY THIRD PARTY RESULTING FROM PARTICIPATION IN THIS CONTEST OR THE USE OR MISUSE OF ANY PRIZE. By participating in the Contest each entrant (including each Prize Winner) agrees to be bound by these Official Rules and the decisions of Sponsor, and agrees to defend, indemnify, release and hold

harmless the Contest Entities and their respective shareholders (“Releasees”) from and against any and all losses, demands, damages, rights, claims, injuries, actions and liabilities of any kind arising out of, related to or in connection with (i) the Contest; (ii) receipt or redemption of a Prize; or (iii) entrant's participation in the Contest and/or any Prize-related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)). Prize Winner assumes all liability for any injury, death, or damage caused, or allegedly caused, by participating in this Contest or use or redemption of a Prize.

**10. BINDING ARBITRATION OF DISPUTES: We believe that arbitration is a faster, more convenient and less expensive way to resolve any disputes or disagreements that you may have related to this Contest or your interactions with the Sponsor. Therefore, pursuant to these Official Rules, if you have any dispute or disagreement with the Sponsor regarding or relating to the Contest, the Prize, or other aspect of your interaction with the Sponsor or the website or service where this Contest appears, including any data or information you may provide to the Sponsor or that the Sponsor may gather in connection with such use, interaction or transaction (collectively, “Sponsor Transactions or Relationships”), you will not have the right to pursue a claim in court, or have a jury decide the claim and you will not have the right to bring or participate in any class action or similar proceeding in court or in arbitration. By entering the Contest or engaging in any other Sponsor Transactions or Relationships, you agree to binding arbitration as provided below.**

We will make every reasonable effort to informally resolve any complaints, disputes, or disagreements that you may have with us. If those efforts fail, by entering the Contest or engaging in any other Sponsor Transactions or Relationships, you agree that any complaint, dispute, or disagreement you may have against the Sponsor, and any claim that the Sponsor may have against you, arising out of, relating to, or connected in any way with the Contest, the Prize, these Official Rules, Sponsor’s Privacy Policy, or any Sponsor Transactions or Relationships shall be resolved exclusively by final and binding arbitration (“Arbitration”) administered by JAMS (“JAMS”) and conducted in accordance with the JAMS Streamlined Arbitration Rules And Procedures in effect at the time the Arbitration is initiated or, if the amount in controversy exceeds \$100,000, in accordance with the JAMS Comprehensive Arbitration Rules And Procedures then in effect (respectively, the “Applicable Rules”). The Applicable Rules can be found at [www.jamsadr.com](http://www.jamsadr.com). If JAMS at the time the arbitration is filed has Minimum Standards of Procedural Fairness for Consumer Arbitrations in effect which would be applicable to the matter in dispute, the Sponsor agrees to provide the benefit of such Minimum Standards to you to the extent they are more favorable than the comparable arbitration provisions set forth in this provision, provided, however, that in no event may such Minimum Standards contravene or restrict the application of subsection (e) or (i) below. You further agree that:

a) the Arbitration shall be conducted before a single arbitrator selected in accordance with the Applicable Rules or by mutual agreement between you and the Sponsor (the “Arbitrator”);

b) the Arbitrator, and not any federal, state or local court or agency, shall have the exclusive authority to resolve any dispute arising under or relating to the validity, interpretation, applicability, enforceability or formation of these Official Rules (including these arbitration provisions), including but not limited to any claim that all or any part of the Official Rules is void or voidable;

c) the Arbitration shall be held either: (i) at a location determined by JAMS pursuant to the Applicable Rules (provided that such location is reasonably convenient for you and does not require travel in excess of 100 miles from your home or place of business); or (ii) at such other location as may be mutually agreed upon by you and the Sponsor; or (iii) at your election, if the only claims in the arbitration are asserted by you and are for less than \$10,000 in aggregate, by telephone or by written submission;

d) the Arbitrator (i) shall apply internal laws of the State of California consistent with the Federal Arbitration Act and applicable statutes of limitations, or, to the extent (if any) that federal law prevails, shall apply the law of the United States, irrespective of any conflict of law principles; (ii) shall entertain any motion to dismiss, motion to strike, motion for judgment on the pleadings, motion for complete or partial summary judgment, motion for summary adjudication, or any other dispositive motion consistent with California or federal rules of procedure, as applicable; (iii) shall honor claims of privilege recognized at law; and (iv) shall have authority to award any form of legal or equitable relief, provided, however, that in no event shall either party be entitled to damages in excess of actual damages or to recover punitive, exemplary, consequential, or incidental damages;

e) the Arbitration can resolve only your and/or the Sponsor's individual claims, and the Arbitrator shall have no authority to entertain or arbitrate any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated;

f) the Arbitrator shall issue a written award supported by a statement of decision setting forth the Arbitrator's complete determination of the dispute and the factual findings and legal conclusions relevant to it (an "Award"). Judgment upon the Award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets;

g) in the event that you are able to demonstrate that the costs of Arbitration will be prohibitive as compared to the costs of litigation, the Sponsor will pay as much of your filing and hearing fees in connection with the Arbitration as the Arbitrator deems necessary to prevent the arbitration from being cost-prohibitive, regardless of the outcome of the Arbitration, unless the Arbitrator determines that your claim(s) were frivolous or asserted in bad faith;

h) in the event you recover an Award greater than the Sponsor's last written settlement offer, the Arbitrator shall also have the right to include in the Award the Sponsor's reimbursement of your reasonable and actual out-of-pocket attorneys' fees associated with the Arbitration, but the Sponsor shall in all events bear its own attorneys' fees;

i) with the exception of subsection (e) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Applicable Rules, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subsection (e) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor the Sponsor shall be entitled to arbitrate their dispute, and must instead bring any claims in a state or Federal court of competent jurisdiction located in Los Angeles, California; and

(j) notwithstanding the foregoing arbitration provisions, at your option, you may bring any claim you have against the Sponsor in your local small claims court within the United States, if your claim is within such court's jurisdictional limit; provided that such court does not have the authority to entertain any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated in such proceeding.

Subject to the arbitration provisions above, and other than small claims actions as permitted therein, any action or proceeding arising from, relating to or in connection with the Contest, the Prize, these Official Rules, Sponsor's Privacy Policy, or any Sponsor Transactions or Relationships will be brought exclusively in the federal or state courts located in Los Angeles, California, and you irrevocably consent to the personal jurisdiction of such courts and agree that it is a convenient forum and that you will not seek to transfer such action or proceeding to any other forum or jurisdiction, under the doctrine of forum non conveniens or otherwise.

**11. FORCE MAJEURE:** Contest Entities shall not be liable to Grand Prize Winner or any other person for failure to supply the Grand Prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, network or computer problems, internet problems, hacking, computer viruses, unauthorized computer access, tampering, or any other cause beyond Sponsor's sole control.

**12. PERSONAL INFORMATION:** The personal information collected through this Contest is subject to Sponsor's Privacy Policy. By entering this Contest, you agree to the use of your personal information as described in the above Privacy Policy.

**13. OFFICIAL RULES/WINNERS' LIST REQUESTS:** To obtain a copy of these Official Rules or for the names of the Grand Prize Winner, send a self-addressed stamped envelope to: Pennant's "Puff Pastry Baking Contest" Official Rules/Winner List Request, 6701 Center Dr. Suite 850, Los Angeles, CA 90045 . Requests for winner lists must be received no later than three (3) months after the end of the Contest Period.

**14. SPONSOR:** Aspire Bakeries LLC, 6701 Center Drive, Suite 850, Los Angeles, CA 90045. This Contest is in no way sponsored, endorsed or administered by, or associated with Darden Restaurants or The Capital Grille.

