

#CHEERSTO10YEARS FREE TEA DAY CONTEST

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A purchase will not improve your chances of winning. You are not yet a winner. The **#CHEERSTO10YEARS FREE TEA DAY CONTEST** (the “**Contest**”) starts at 9:00 am Eastern Standard Time (“**EST**”) on June 1, 2018 and ends at 11:59:59 pm EST on June 20, 2018 (the “**Promotional Period**”). The Contest is governed by these Official Rules (the “**Rules**”), and is subject to all applicable U.S. federal, state and local laws, and provincial or territorial laws, and is void wherever prohibited by law.

1. SPONSOR: The sponsor of the Contest is McAlister’s Franchisor SPV LLC (“**McAlister’s**” or “**Sponsor**”). This Contest is not sponsored, endorsed or administered by Twitter or Instagram, nor is Twitter or Instagram associated with this Contest in any way. By entering this Contest, you understand that you are providing information to the Sponsor of the Contest and not to Twitter or Instagram. Any questions, comments or complaints regarding this Contest must be directed to the Sponsor and not to Twitter, or Instagram.

2. HOW TO ENTER: You (“**Entrant**”) may submit an entry (the “**Entry**”) by posting your cheers-worthy moment to your public Twitter or Instagram (collectively the “**Social Media Channels**”) with the hashtag #CheersTo10Years during the Promotional Period and in accordance with these Rules to be eligible. Limit one (1) Entry per day. Entries must be submitted in English. Entries cannot be acknowledged and become the property of Sponsor upon receipt. Sponsor reserves the right in its sole and exclusive business judgement to disqualify any Entry that it believes contains inappropriate content, that does not comply with these Rules, or that is not consistent with the spirit or theme of the Contest. Entries may be published on Sponsor’s website(s) during and after the Promotional Period.

To participate, you must have a valid and public Twitter or Instagram Account. Twitter and Instagram accounts may be created free of charge. Creation of a Twitter or Instagram account requires Entrant to agree to the Twitter and Instagram terms of service and privacy policy. Online Entry only through Social Media Channels will be accepted. No other method of Entry will be accepted. Entrants are solely responsible for Internet connectivity, software and/or hardware that may be required in order to create and/or submit any Entry.

All information submitted by participant in connection with the Contest is subject to, and will be treated in a manner consistent with Sponsor’s Privacy Policy, accessible at: <http://www.focusbrands.com/privacy-policy> (“Privacy Policy”), and User Generated Content Terms and Conditions, accessible at: <https://www.focusbrands.com/user-content> (UGC Terms and Conditions). To the extent there is any conflict between the terms of these Rules and the Sponsor’s User Generated Content Term and Conditions, the terms of these Rules shall control.

3. OBJECT: The object of the Contest is for McAlister’s guests to share their cheers-worthy moments by posting to their public Social Media Channels. The Sponsor will select one (1) winner (the “**Winner**”) from the eligible Entrants to receive the Prize (as defined below).

4. ELIGIBILITY: OPEN TO LEGAL RESIDENTS OF THE UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST 16 YEARS OF AGE OR OLDER (WITH PARENTAL CONSENT FOR THOSE UNDER THE AGE OF MAJORITY IN STATE OF RESIDENCE). VOID WHERE PROHIBITED OR RESTRICTED BY LAW. VALID SOCIAL MEDIA CHANNEL ACCOUNT AND INTERNET ACCESS

REQUIRED. Employees of McAlister's, employees of individual McAlister's restaurants and franchisees of McAlister's Franchisor SPV LLC and their respective immediate families (i.e., parents, spouse, children, siblings, grandparents, step parents, step children and step siblings and their respective spouses, regardless of where they reside) and members of the same household, whether or not related to Sponsor, and Sponsor's parent or affiliated companies, subsidiaries, advertising and promotion agencies, and third party fulfillment or judging agencies (collectively, the "**Contest Entities**") are not eligible to enter or win the Contest. Entrants agree to be bound by these Rules and by the decisions of Sponsor, which are final and binding in all respects.

5. NOTIFICATION: The Entrant will be notified via Social Media Channel on or about June 21, 2018 that they are a Winner. Such notification will include instructions for claiming the Prize and coordinating Prize delivery with the Winner. Entrant must respond to Sponsor's notification within twenty-four (24) hours and in the manner specified in such notification or the Prize will be forfeited. Entrant may be required to show proof of being the authorized account holder. The "authorized account holder" is the natural person assigned to the Instagram or Twitter account by Instagram or Twitter. Winner must complete and return to Sponsor or its designated agent an Affidavit of Eligibility and Liability and Publicity Release and a Request for Taxpayer Identification Number and Certification W-9 Form (collectively "**Requisite Documents**") within twenty-four (24) hours of Sponsor sending the Requisite Documents to the Winner or the Prize will be forfeited. At the sole discretion of Sponsor, disqualification or forfeiture may result from any of the following: (i) Entrant's failure to respond to notification; (ii) failure of potential Winner to complete and return the Requisite Documents; (iii) the failure of notification due to deactivation of the Entrant's email account on the Social Media Channel prior to receipt of notification; (iv) return of notification as undeliverable; (v) potential winner's failure to provide Sponsor with satisfactory proof of age, identity and eligibility; (vi) Entrant's or potential winner's failure to validly claim the Prize by the deadline specified; and (vii) any other noncompliance with these Rules. In the event the Prize is forfeited, Sponsor may, in its sole discretion, award or not award the forfeited Prize to an alternate winner.

6. PRIZES / APPROXIMATE RETAIL VALUE ("ARV"): Sponsor will award one (1) Winner a McAlister's Deli gift card in the amount of \$1,300.00 (the "**Prize**").

The total ARV of the Prize is \$1,300.00.

7. GENERAL PRIZE LIMITATIONS AND CONDITIONS: The Prize will be awarded in gift card form. Prize may not be substituted for cash. All Prizes under this Contest are awarded "AS IS". Sponsor does not make or offer any warranty or guarantee, either express or implied (including, without limitation, quality, merchantability and fitness for a particular purpose) in connection with this Contest or any Prize. Prize details and availability are subject to change, in which case a Prize of equal or greater value may be substituted at Sponsor's sole discretion. Prizes consist only of the items listed herein, are non-transferable, with no cash redemption, substitution or extension except at Sponsor's sole discretion. Federal, state, or local taxes on Prizes, if any, and any other costs, fees or expenses not listed above are the sole responsibility of each Winner. Taxes on and in connection with all Prizes are the sole responsibility of each Winner; Sponsor or its designated agent may issue an IRS Tax Form 1099 to the Winners for Prizes with an ARV of \$600 or more. Gift cards are subject to the limitations, terms and conditions of the issuer, including expiration date or additional service fees.

8. CONTENT RESTRICTIONS. Entrants must not include any of the following content (the "**Content Restrictions**") in any Entry: (i) pornography, adult-oriented content or any other

sexually-explicit material; (ii) materials relating to lotteries or gambling; (iii) explicit language or content, images showing violence, or promotion of illegal activities; (iv) content in violation of intellectual property laws; (v) content that violates or infringes upon any third-party's copyrights, trademark rights, privacy or publicity rights or other intellectual property rights; (vi) libelous, defamatory, disparaging, tortious or slanderous materials; (vii) content that denigrates, disparages or reflects negatively on the Sponsor, affiliates or their owners and employees or franchisees; (viii) tobacco, alcohol or drugs; (ix) dangerous stunts; (x) real weapons of any kind including, but not limited to, guns, knives or projectiles; (xi) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state, or local law, ordinance, or regulation; (xii) any image, likeness or personal data of an individual under legal age of majority without providing a signed release from such individual's parent or legal guardian; (xiii) audio and/or visual content owned by any third party (e.g., recorded music; pre-produced video, etc.); and (xiv) material that is unlawful, or otherwise in violation of or contrary to the laws or regulations in any state where the entry is created. Any Entry that does not comply with the foregoing, in the sole discretion of Sponsor, will be disqualified and eliminated from consideration.

9. PUBLICITY & MARKETING: By entering or participating in the Contest, participants expressly agree and consent to Sponsor's use of Entrant's name, voice, statements, image and likeness for purposes of advertising and trade, in any medium, whether now known or hereafter devised, worldwide, in perpetuity, without further compensation or notice, unless prohibited by law. Submission of contact information in connection with this Contest (whether or not required), including mailing address, phone number, user name on the Social Media Channels and email address, during Entry constitutes permission for Sponsor to add Entrant to Sponsor's customer database and share with Contest Entities for same purpose, and to contact Entrant in the future for promotional and other reasons. You may opt-out of receiving such communications as set forth in Sponsor's Privacy Policy or as provided within any such marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of Sponsor's emails). Furthermore, participant(s) submitting an Entry release all right, title and interest to and in any intellectual property contained in or related to any Entries submitted for purposes of the Contest and in consideration of being entered into the Contest, hereby agree that Sponsor shall have the worldwide, perpetual license to use the Entry for any purposes and in any media or format, whether now known or hereafter created, without notice or payment of compensation to Entrant. Each participant submitting an Entry represents and warrants that such Entry does not (and its publication will not) violate or infringe upon any third party's copyrights, trademark rights, publicity or privacy rights or any other intellectual property rights. Each participant submitting an Entry represents and warrants that, if such Entry depicts any persons, that the Entrant has obtained permission from each person (or such person's parent or guardian) whose image or likeness is depicted.

10. JUDGING & ODDS OF WINNING. After the Promotional Period ends, the one (1) most compelling Entry, as determined by the Sponsor in its sole discretion, will be selected as the winning Entry subject to verification of eligibility and compliance with the terms of these Rules. Odds of winning depend on the total number and quality of Entries received. Winner selection is under the supervision of Sponsor, whose decisions are final and binding in all respects.

11. INDEMNIFICATION: YOU AGREE TO PAY FOR ALL ROYALTIES, FEES, DAMAGES AND ANY OTHER MONIES OWING ANY PERSON BY REASON OF ANY ENTRY THAT YOU SUBMIT, AND YOU AGREE TO INDEMNIFY AND HOLD SPONSOR, THE CONTEST ENTITIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND LICENSEES HARMLESS FROM AND AGAINST ANY

AND ALL COSTS, DAMAGES, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) SUCH INDEMNIFIED PARTY SUFFERS IN RELATION TO, ARISING FROM, OR FOR THE PURPOSE OF AVOIDING, ANY CLAIM OR DEMAND RELATING TO OR ARISING OUT OF THE ENTRY, YOUR BREACH OR ALLEGED BREACH OF THESE RULES, OR YOUR VIOLATION OR MISAPPROPRIATION OF ANY APPLICABLE LAW, REGULATION, OR THE COPYRIGHTS, TRADEMARK RIGHTS, PUBLICITY OR PRIVACY RIGHTS, OTHER INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER RIGHTS OF ANY THIRD PARTY.

12. ADDITIONAL TERMS: Sponsor, Sponsor's parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors shall not have any obligation or responsibility with regard to: (i) Entries that contain inaccurate information or do not comply with these Rules; (ii) Entries, Prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (iii) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (iv) any inability of the Winner to accept the Prize for any reason; (v) if a Prize cannot be awarded due to travel delays or interruptions due to Acts of God, natural disasters, terrorism or weather; or (vi) any damages or losses of any kind caused by any Prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any Prize or resulting from participating in this promotion or any promotion or Prize related activities. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of this promotion or otherwise violating these Rules. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events outside its control compromise the integrity or viability of the Contest, Sponsor reserves the right to void the Entries at issue, modify the Contest and/or terminate the relevant portion of the Contest, including the entire Contest.

Except where prohibited by law, by submitting an Entry and/or accepting the Prize, Entrants and Winner agrees that all issues and questions concerning the construction, validity, interpretation, and enforceability of these Rules, or the rights and obligations of Sponsor, Entrants, and Winner shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to any principles of conflicts of laws of any jurisdiction. Entrants and Winner agree that any action at law or in equity arising out of or relating to this Contest or awarding of the Prize, shall be filed only in the state or federal courts located in the State of Georgia and Entrants and Winner hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Contest, Entrants and Winner agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or awarding of the Prize, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest but in no event attorneys' fees; and (c) under no circumstances will any participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you. If any provision of these Rules is held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

13. ANNOUNCEMENT OF WINNER: To receive a written announcement of the Winner, send a stamped, self-addressed envelope to McAlister's Franchisor SPV LLC, Attn: #CheersTo10Years

Free Tea Day Contest, 5620 Glenridge Drive NE, Atlanta, GA 30342. The Winner announcement shall be available for up to four (4) weeks after Winner is selected. //End Official Rules.