

THE GREAT ZINBURGER BATTLE

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

SPONSOR: The contest is sponsored by Zin Management Services, LLC (“Sponsor”). This contest is governed by these official rules (“Official Rules”). By participating in the contest, each entrant agrees to abide by these Official Rules, including all eligibility requirements, and understands that the results of the contest, as determined by Sponsor and its agents, are final in all respects. The contest is subject to all federal, state and local laws and regulations and is void where prohibited by law. This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram or Twitter. Any questions, comments or complaints regarding the promotion will be directed to Sponsor, not Instagram or Twitter.

CONTEST: The contest will determine the best original burger based on the rules contained herein.

ELIGIBILITY:

The Contest is open to legal residents of their respective counties where not prohibited by law, who are eighteen (18) years of age or older at the time of entry who have Internet access and a valid e-mail account prior to the beginning of the Contest Period. Sponsor has the right to verify the eligibility of each entrant. Employees of Sponsor or any of its affiliates, or Fox Restaurant Concepts, LLC, do not qualify to participate. The Contest will not occur in Arizona nor will any stores in Arizona participate in the contest. Residents of Arizona may enter but finalist burgers will not be offered for sale in Arizona.

CONTEST PERIOD:

The Contest timelines are defined on the marketing POP (“Contest Period”). All entries (submissions) must be received on or before June 10, 2018. Sponsor reserves the right to extend or shorten the contest at its sole discretion. A winner will be announced on or about July 30, 2018

HOW TO ENTER:

You may submit your entry via direct message on Instagram or Twitter. The entry should include all the ingredients and describe how to build the burger as well as a name of the burger and your contact information.

After submitting the required information on the entry form, the entrant will receive one (1) entry into the contest. You may enter as many times as you wish.

Guidelines for the burger include the following:

Each participant will submit a recipe by direct message which meets the following guidelines:

1. The recipe must contain at least one of the following proteins from Zinburger:

- Certified Angus Beef
- Kobe Style Beef

- Fresh Ground Turkey
- Chicken Breast
- Seared Salmon
- Bacon & CAB Blended Patty
- CAB/Andouille sausage blend patty
- Seared Ahi
- Zinburger Veggie Patty

2. Must use a Zinburger Bun
3. Any and all toppings and sauces allowed.
4. A name for the Zinburger must be included.

FINALISTS AND WINNER SELECTION:

Sponsor will chose eight (8) finalists. The finalists will be chosen by the Zinburger chefs, marketing and operations team within ten (10) business days of the contest entry period ending. The eight finalists will then randomly be selected to compete for sales two (2) per week for four (4) weeks by being offered for purchase on the blackboard of each Zinburger restaurant. The competing burgers will be offered at the same price. The winner will be the burger that produces the most sales in the week it is offered.

PRIZES:

Announcements and instructions for prizes will be sent to the e-mail address or social media name supplied on the potential prize winner's entry. Each entrant is responsible for monitoring his/her account for prize notification and receipt or other communications related to this Contest. If a potential prize winner cannot be reached by Administrator (or Sponsor) within ten (10) days, using the contact information provided at the time of entry, or if the prize is returned as undeliverable, that potential prize winner will forfeit the prize. Upon the request of the Sponsor, the potential winner may be required to return an Affidavit of Eligibility, Release and Prize Acceptance Form and IRS W-9 form. If a potential winner fails to comply with these official rules, that potential winner will be disqualified. Prizes may not be awarded if an insufficient number of eligible entries are received.

The first place winner will receive: a large egg grill, a \$250 gift card to any Zinburger restaurant other than the State of Arizona, and a Zinburger Chef Coat. The second and third place winners will each receive a \$50 Zinburger gift card to be used at any Zinburger restaurant other than in the State of Arizona. The fourth thru eighth place winners will each receive a \$25 Zinburger gift card to be used at any Zinburger restaurant other than in the State of Arizona.

TERMS AND CONDITIONS:

Terms and conditions may apply. Incidental expenses and all other costs and expenses which are not specifically listed as part of a prize in these Official Rules and which may be associated with the award, acceptance, receipt and use of all or any portion of the awarded prize are solely the responsibility of the respective prize winner. ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE IS SOLELY THE RESPONSIBILITY OF THE WINNER.

ADDITIONAL LIMITATIONS:

Prize is non-transferable. No substitution or cash equivalent of prizes is permitted. Sponsor and its respective parent, affiliate and subsidiary companies, agents, and representatives are not responsible for any

typographical or other errors in the offer or administration of the Contest, including, but not limited to, errors in any printing or posting of these Official Rules, the selection and announcement of any winner, or the distribution of any prize. Any attempt to damage the content or operation of this Contest is unlawful and subject to possible legal action by Sponsor. Sponsor reserves the right to terminate, suspend or amend the Contest, without notice, and for any reason, including, without limitation, if Sponsor determines that the Contest cannot be conducted as planned or should a virus, bug, tampering or unauthorized intervention, technical failure or other cause beyond Sponsor's control corrupt the administration, security, fairness, integrity or proper play of the Contest. In the event any tampering or unauthorized intervention may have occurred, Sponsor reserves the right to void suspect entries at issue. Sponsor and its respective parent, affiliate and subsidiary companies, agents, and representatives, and any telephone network or service providers, are not responsible for incorrect or inaccurate transcription of entry information, or for any human error, technical malfunction, lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any telephone network, computer equipment or software, the inability to access any website or online service or any other error, human or otherwise.

INDEMNIFICATION AND LIMITATION OF LIABILITY:

BY ENTERING THE CONTEST, EACH ENTRANT AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS SPONSOR AND ITS PARENT, AFFILIATE AND SUBSIDIARY COMPANIES, THE FACEBOOK PLATFORM, ADMINISTRATOR, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM ANY LIABILITY, DAMAGES, LOSSES OR INJURY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THAT ENTRANT'S PARTICIPATION IN THE CONTEST AND THE ACCEPTANCE, USE OR MISUSE OF ANY PRIZE THAT MAY BE WON. SPONSOR AND ITS PARENT, AFFILIATE AND SUBSIDIARY COMPANIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE PRIZE. SPONSOR AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH THE CONTEST.
PUBLICITY

By participating, each entrant grants Sponsor permission to use his/her name, likeness or comments for publicity purposes without payment of additional consideration, except where prohibited by law.

Each entrant upon submission of its recipe waives and relinquishes all rights to such recipe and any profits in the recipe or the name of the burger. Entrant specifically agrees that it will not use such recipe for any commercial use once submitted.

CONTEST SPONSORS:

This Contest is sponsored by:
Zin Management Services, LLC
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Livingston, NJ 07039