

Rita's of Essex Grand Opening Event Register to Win Sweepstakes (this "Sweepstakes") - OFFICIAL RULES (the "Rules")

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility. Rita's Franchise Company, LLC ("Sponsor") is the sponsor of this Sweepstakes. This Sweepstakes is open only to those who are 13 years of age or older as of the date of entry. This Sweepstakes 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 Sweepstakes. 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 or Franchisee Employees are not eligible to participate in this Sweepstakes. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

2. Agreement to Rules. By entering this Sweepstakes (pursuant to Section 4 of these Rules), the entrant ("Entrant") agrees to be fully unconditionally bound by these Rules, and Entrant represents and warrants that Entrant meets the eligibility requirements. In addition, Entrant agrees to accept the decisions of Sponsor as final and binding as they relate to the content of this Sweepstakes.

3. Sweepstakes Period. Entries to this Sweepstakes will be accepted on the Rita's Ice mobile app (the "Mobile App") and webpage for Rita's email Birthday Club program (the "Birthday Club") starting at 12 am EST on Monday, 08/10/2020 and ending at 11:59 pm EST on Sunday, 09/06/2020 (the "Sweepstakes Period").

4. How to Enter. This Sweepstakes must be entered using one or both of the following methods: (i) by using an event-specific promotional code (the "Code") in the Mobile App during the Sweepstakes Period; and/or (ii) by signing up as a new user for the Birthday Club on the webpage for the Birthday Club at <https://assets.fbmta.com/clt/ritas/lp/join/2020/1/join.asp> and selecting the Shop as your favorite location during the sign-up process. The Code can be obtained by either visiting the Rita's® shop located at 1410 Eastern Ave, Suite A, Essex, MD 21221 (the "Shop"), or sending a 3" x 5" card on which you have hand-printed your name and email address to: Rita's Franchise Company, LLC, 1210 Northbrook Drive, Suite 310, Treose, PA 19053, ATTN: Marketing Department. The entry must fulfill all requirements of this Sweepstakes, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the Rules or specifications may be disqualified at the sole discretion of Sponsor. Each Entrant may enter only once. If Entrant uses fraudulent methods or otherwise attempts to circumvent these Rules, such Entrant's submission may be removed from eligibility at the sole discretion of Sponsor.

5. Prizes. The winner of this Sweepstakes (“Winner”) will receive a \$100 Rita’s® gift card (the “Prize”) that can be used at any US Rita’s® location. The retail value of the Prize is \$100. The specifics of the Prize shall be solely determined by Sponsor. No cash equivalent available and no other prize substitution shall be permitted except at Sponsor’s discretion. The Prize is nontransferable. Any and all Prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of the Prize or transfer/assignment of the Prize to others or request for the cash equivalent of the Prize by Winner is permitted. Acceptance of the Prize constitutes permission for Rita’s to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds. The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification. Winner will be selected by Sponsor at random. The means for randomly selecting Winner shall be in Sponsor’s sole discretion, subject to all applicable laws and regulations. Winner will be notified by Sponsor within 10 days following the Sweepstakes Period via the email associated with Winner’s Mobile App and/or Birthday Club account. Sponsor is not responsible for Winner’s failure to receive notices due to spam, junk e-mail or other security settings or for Winner’s provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible or fails to claim the Prize within 30 days after email notification, the Prize may be forfeited, with an alternate Winner selected. Winner will be sent a “Winner’s Affidavit of Eligibility and Release,” which must be signed and returned by date specified in notification letter, or Prize will be forfeited in its entirety and another Winner may be selected. Receipt by Winner of the Prize offered in this Sweepstakes is further conditioned upon Winner’s compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT SPONSOR’S SOLE DISCRETION) WILL RESULT IN WINNER’S DISQUALIFICATION AS WINNER OF THE CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Terms & Conditions. If for any reason this Sweepstakes 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 Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend this Sweepstakes and select Winner in accordance with the random drawing described above. Sponsor reserves the right, in its sole discretion, to disqualify any Entrant who tampers or attempts to tamper with the entry process or the operation of this Sweepstakes or otherwise violates these Rules, including these Terms & Conditions. Sponsor reserves the right, in its sole discretion, in order to maintain the integrity of this Sweepstakes, to void entries for any reason. Any attempt by an Entrant to deliberately damage any Rita’s® website, or the Mobile App, or undermine the legitimate operation of this Sweepstakes may be a violation of criminal and civil laws. Should such attempt be made, Sponsor reserves the right to seek damages to the fullest extent permitted by law. Entrant agrees that, when participating in this Sweepstakes, Entrant will not engage in any illegal and/or inappropriate activities.

9. Limitation of Liability. By participating in this Sweepstakes, Entrant (and, if under the age of majority, his/her parent or legal guardian) agrees to release and hold harmless Sponsor, administrator, the Prize suppliers, Franchisees and their respective advertising and promotional agencies, and their respective affiliates, officers, directors, employees, representatives and agents (individually and collectively, the “Released Parties”) from and against any and all liability for any injury, loss, or damage to persons, including death, and/or property, litigation or claim due in whole or in part, directly or indirectly, from: (i) such Entrant’s participation in this Sweepstakes and/or Entrant’s acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or this Sweepstakes; (v) electronic or human error in the administration of this Sweepstakes or the processing of entries.

10. Dispute Resolution. Except where prohibited by law, as a condition of participating in this Sweepstakes, Sponsor agree that (1) any and all disputes and causes of action arising out of or connected with this promotion, or prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest Sponsor; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Arbitrators’ decisions are final and binding on all Entrants.

11. Choice of Law. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of Entrant and Sponsor in connection with this Sweepstakes shall be governed by, and constructed in accordance with, the substantive laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws rules.

12. Limits to Damages. Under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys’ fees, other than Entrant’s actual out-of-pocket expenses (i.e. costs associated with participating in this Sweepstakes), and Entrant further waives all rights to have damages multiplied or increased.

13. Severability. If any article, part, term, sentence or provision of these Rules is determined to be invalid for whatever reason, all of the remaining articles, parts, terms, sentences, and provisions of these Rules will remain in full force and effect as if the invalid item were deemed not to be part of these Rules.

14. Entire Agreement. These Rules constitute the entire agreement between Sponsor and each Entrant.

15. Privacy Policy. Sponsor will collect personal data from Entrant when Entrant enters this Sweepstakes, and this information will be used for the purposes of administering this Sweepstakes, publicizing this Sweepstakes, other promotional purposes, and any marketing purpose that benefit Sponsor. Information collected from Entrant is subject to Sponsor's privacy policy (the "Privacy Policy"). To read the Privacy Policy, click here: <https://www.ritasice.com/website/terms-and-conditions/>. By submitting an entry, Entrant consents to Sponsor's use of Entrant's name, address, likeness, prize information and other information collected through this Sweepstakes for (i) promotional and marketing purposes in any medium without additional compensation to the extent permitted by law and (ii) marketing to Entrant by Sponsor and Franchisees.

16. Winners List. To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Rita's Franchise Company, LLC, 1210 Northbrook Drive, Suite 310, Trevose, PA 19053 USA. Requests must be received no later than 30 days after the Sweepstakes Period.

17. Sponsor. Sponsor is the sponsor of this Sweepstakes. Sponsor's principal place of business is located at 1210 Northbrook Drive, Suite 310, Trevose, PA 19053 USA.

18. By participating in this Sweepstakes, Entrant has affirmatively reviewed, accepted, and agreed to all of the Rules.