

AJ BOMBERS WAUWATOSA ULTIMATE FAMILY FUN DAY CONTEST OFFICIAL RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN,
NOR WILL A PURCHASE IMPROVE ONE'S CHANCES OF WINNING**

1. **SPONSOR:** Hospitality Democracy, LLC, a Wisconsin limited liability company ("Sponsor"), through its restaurant manager, AJ Bombers Tosa, LLC, a Wisconsin limited liability company, having an address of 301 North Broadway, Suite 300, Milwaukee, Wisconsin 53202.
2. **PRIZE FULFILLMENT:** Sponsor will fulfill the prize awarded under the Contest.
3. **ENTRY PERIOD:** The Ultimate Family Fun Day Contest (the "Contest") entry period begins March 5, 2019 at 8:00AM Central Standard Time (CST) and ends March 31, 2019 at 4:00PM CST (the "Entry Period"). Sponsor's computer is the official time-keeping device for the Contest, including for determining whether participation occurred during the Entry Period. Any entries received after the Entry Period will be disregarded and not included in the Contest.
4. **METHOD OF ENTRY:** During the Entry Period, individuals may participate in the Contest by submitting approximately one hundred (100) words describing their family's Ultimate Family Fun Day and a high-quality photo of their family through the Contest Entry Form at ajbombers.com/ultimate-family-fun-contest or by sending both items to eatshareenjoy@gmail.com via email (each an "Entry"). Entries must (i) depict a "family-friendly activity," which is defined as an activity in which children commonly participate; and (ii) not be copied or otherwise plagiarized from any source (the "Entry Criteria"). Sponsor and Judging Panel (defined below) may reject an Entry if either determines, in its sole discretion, that the Entry (a) does not meet the Entry Criteria, or, (b) is inappropriate, distasteful, or depicts an illegal activity. There is no fee required to enter the Contest. If an entry is submitted online, normal Internet access and usage charges imposed by Contestant's online service will apply. Individuals may submit one (1) Entry during the Entry Period.

By submitting an Entry, each individual hereby (a) represents and warrants that such Entrant has the right and/or permission to submit the Entry and all content reflected therein, which does not infringe on any third party's intellectual property rights or right of publicity, and (b) grants to Sponsor and its affiliates a royalty-free, non-exclusive, non-transferable, worldwide, license to display, reproduce, copy, distribute, and otherwise use the Entry, including the image and likeness of any individuals appearing in the Entry, to promote Sponsor's business and other marketing and/or marketing purposes in any and all media for ten (10) years from the end of the Entry Period.

5. **TERRITORY:** The Contest is open to legal residents of the state of Wisconsin (the "Eligibility Area") who are eighteen (18) years of age or older at the time of entry.
6. **ELIGIBILITY:** Entrant must be eighteen (18) years or older at the time of entry. Employees of Sponsor and its parent and affiliated companies, including, without limitation, Marcus Investments, LLC, Hospitality Democracy, LLC, and AJ Bombers Tosa, LLC, and employees of any advertising and promotional agencies affiliated with those companies, and the immediate family members of, and any persons domiciled with, any such employees, are not eligible to enter or to win. The term "immediate family members" includes spouses, parents, grandparents, siblings, children, and grandchildren. The Contest is void outside of the Eligibility Area and where prohibited or restricted by law and is subject to all federal, state, and local laws and regulations. Participation constitutes contestant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest.

7. JUDGING. Upon conclusion of the Entry Period, all Entries will be reviewed by Sponsor to ensure each Entry complies with the requirements set forth in these Official Rules. Valid Entries will then pass to the Judging Panel, consisting of three employees of Sponsor. Judging will be based on the following criteria, with the percentage of weight set forth opposite the respective criterion:

- 25% - Creativity of the Entry
- 25% - Uniqueness of the Entry
- 50% - Voting Results

Voting will begin on March 15, 2019 at 8:00AM Central Standard Time (CST) and ends March 31, 2019 at 4:00PM CST (the "Voting Period"). During the Voting Period, votes can be cast in two ways: (i) in-person at AJ Bombers, located at 11340 West Burleigh Street, Wauwatosa, Wisconsin 53226 (each an "In-Person Vote"), and (ii) online at ajbombers.com/ultimate-family-fun-contest (each an "Online Vote"). Voters may submit up to one (1) In-Person Vote *per day* during the Voting Period and one (1) Online Vote during the entirety of the Voting Period. Each In-Person Vote will be worth three (3) Online Votes. For clarification purposes, each Entry's Voting Results will be calculated as follows:

$$(\text{Total In-Person Votes} * 3) + \text{Total Online Votes} = \text{Voting Results}$$

Judging, with respect to each Entry's Creativity and Uniqueness, will occur on or about April 10, 2019, and the Winners will be notified on or about April 12, 2019, via the e-mail address provided at the time of entry. Then, Winners will also be announced on the AJ Bombers Wauwatosa social media accounts.

Winners, as condition to acceptance of the Grand Prize, must agree to provide to Sponsor three (3) high-quality photos and all rights to the photos in alignment with Section 9 of these Official Rules, within five (5) days of the execution of the Ultimate Family Fun Day.

8. PRIZE: The Prize is the fulfillment of the family's Ultimate Family Fun Day, as stated in the Entry, at a value up to one thousand dollars (ARV \$1,000.00). Depending on the details of the winning Ultimate Family Fun Day, Sponsor reserves the right to provide the prize as either (i) a gift certificate for the activities of the Ultimately Family Fun Day or (ii) cash in the amount of the fair market value of the Ultimate Family Fun Day described in the winning Entry, at its sole discretion.

All incidental expenses and taxes not specified herein will be the sole responsibility of the winner, including without limitation, federal and state taxes. If any prize is valued at \$600 or more, Prize Fulfiller will issue an IRS Form 1099 reflecting the actual value of the prize won. However, winner's failure to receive an IRS Form 1099 does not relieve winner of applicable tax requirements.

No substitutions or exchanges of prize(s) are permitted. If a prize cannot be awarded due to circumstances beyond the control of Sponsor, a substitute prize of equal or greater value will be awarded. Prize is not transferable. The prize is subject to any terms or conditions associated therewith.

Disqualification and the selection of an alternate winner may result from any of the following: (1) potential winner's inability to accept a prize; (2) potential winner's failure to execute and return an Affidavit of Eligibility/Release of Liability/Publicity Release by the deadline stated by Sponsor; or (3) any other non-compliance with these Official Rules. If a potential winner cannot or does not comply with these Official Rules, an alternate winner may be selected. If Sponsor is unable to confirm a winner, at Sponsor's option, the prize may go un-awarded. The winner is responsible for all federal, state and local taxes and fees associated with the prize receipt and/or use. For the name of the winner (available the day after winner has been notified) and/or a copy of these Official Rules (request must be received by November 31, 2019 and specify "Winner Name" or "Rules Request"), send a self-addressed, stamped

envelope to: Marcus Investments, LLC, 301 North Broadway, Suite 300, Milwaukee, WI, 53202, Attention: Marketing Department – AJ Bombers Ultimate Family Fun Day Contest.

9. CONDITIONS, DISCLAIMERS AND LICENSE: By entering the Contest, each Entrant agrees that: (1) he or she will abide by and be bound by these Official Rules in full and without condition; (2) Sponsor has the sole right to decide all matters relating to the Contest, including interpretation of these Official Rules, eligibility, procedure, and prize fulfillment, and Sponsor's decisions are final and binding in all matters related to the Contest; (3) entries will not be acknowledged or returned; (4) neither Sponsor nor any of its affiliated companies or the advertising and promotional agencies affiliated with Sponsor, including, without limitation, Prize Fulfiler, or those affiliated companies, nor any of their officers, directors, employees, agents or representatives (collectively, "Sponsor's Affiliates") are responsible for claims, injuries, death, losses or damages of any kind resulting from Contest participation or inability to participate; the awarding, acceptance, use, misuse, possession, loss, or misdirection of the prize or parts thereof; or participation in any prize related activity; (5) winner's acceptance of the prize constitutes the grant of an unconditional right to Sponsor and its Affiliates to use winner's name, address (city and state only), voice, likeness, photograph, biographical, prize information, and/or statements about the Contest for publicity, advertising, and promotional purposes, including the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, without additional compensation or limitation, except where prohibited by law; (6) any portion of the prize not accepted by the winner will be forfeited; (7) Sponsor is not responsible for any inability of the winner to accept the prize for any reason; (8) if any dispute arises regarding the Contest, the dispute shall be resolved by applying the laws of Wisconsin by and within the courts of that state; and (9) by entering the Contest, all Entrants agree that, and its determination of the qualifiers and winner is final.

Although Sponsor attempts to ensure the integrity of the Contest, neither Sponsor nor any of its affiliated companies or the advertising and promotional agencies affiliated with Sponsor or those affiliated are responsible for the actions of Entrants or other individuals in connection with the Contest, including attempts by Entrants or other individuals to circumvent these Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Contest. If, for any reason, the Contest is not capable of running as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, or any other causes which, in the sole opinion of Sponsor, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Contest, Sponsor reserves the right in its sole and absolute discretion to cancel or terminate the Contest, and to select winners from among all eligible, non-suspect Entries received up to the time of such cancellation or termination. Neither Sponsor nor its affiliates shall be liable to any person in connection with any action taken pursuant to the foregoing sentence.

THE OFFICIAL RULES WILL BE POSTED AT AJ BOMBERS, LOCATED AT 11340 WEST BURLEIGH STREET, WAUWATOSA, WISCONSIN 53226 AND ONLINE AT AJBOMBERS.COM/ULTIMATE-FAMILY-FUN-CONTEST THROUGHOUT THE CONTEST. BY ENTERING AND PARTICIPATING IN THE CONTEST, EACH ENTRANT REPRESENTS AND WARRANTS THAT ALL INFORMATION PROVIDED BY ENTRANT IN CONNECTION WITH THE CONTEST IS TRUE, ACCURATE, AND COMPLETE. SPONSOR AND ITS AFFILIATES MAY, AT ANY TIME AND AT THEIR SOLE DISCRETION, DISQUALIFY AND/OR DEEM INELIGIBLE TO PARTICIATE IN THE CONTEST OR ANY FUTURE CONTEST, SWEEPSTAKES, OR OTHER PROMOTIONS OF THE SPONSOR AND/OR ITS AFFILIATES, ANY INDIVIDUAL SUSPECTED OF TAMPERING WITH THE ENTRY PROCESS OR THE OPERATION OF THE CONTEST; ACTING IN VIOLATION OF THESE OFFICIAL RULES OR SPONSOR'S AND/OR ITS AFFILIATES TERMS OF USE, PRIVACY POLICY, OR OTHER TERMS, CONDITIONS OR GUIDELINES; ACTING IN BAD FAITH OR IN A DISRUPTIVE MANNER, OR WITH THE INTENT TO ANNOY, ABUSE, THREATEN OR

HARRASS ANY OTHER PERSON; HAVING FAILED TO AGREE TO THESE OFFICIAL RULES; OR VIOLATING THESE OFFICIAL RULES. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF THESE OFFICIAL RULES, AS WELL AS CRIMINAL AND CIVIL LAWS. SHOULD SPONSOR AND/OR ITS AFFILIATES BELIEVE OR BECOME AWARE THAT SUCH AN ATTEMPT HAS BEEN, IS BEING, OR WILL BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY RESPONSIBLE ENTRANT(S) AND OTHER RESPONSIBLE INDIVIDUAL(S) IN THE ATTEMPTED DAMAGE TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION, CRIMINAL PROSECUTION.

10. LIMITATIONS ON LIABILITY: IN NO EVENT WILL SPONSOR AND/OR ITS AFFILIATES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR IN ANY WAY CONNECTED TO THE CONTEST, INCLUDING, WITHOUT LIMITATION, OR DISCONTINUATION OF ACCESS TO, ANY MATERIALS, OR THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF, OR PARTICIPATION IN, ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THE CONTEST, ALL PRIZES, AND ALL MATERIALS PROVIDED IN CONNECTION WITH THE CONTEST ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

11. RELEASE AND INDEMNIFICATION: BY ENTERING THE CONTEST, ENTRANTS RELEASE AND HOLD SPONSOR AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHT, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE CONTEST OR PARTICIPATION IN ANY CONTEST RELATED ACTIVITY, INCLUDING WITHOUT LIMITATION, ACCESS TO ANY MATERIALS, OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

12. MISCELLANEOUS:

PRIVACY: Information submitted in connection with the Contest will be treated in accordance with these Official Rules and the Sponsor's Privacy Policy (as may be amended from time to time), currently located at ajbombers.com provided, that if there is a conflict between these Official Rules and such Privacy Policy, the terms and conditions of the Official Rules will prevail. By entering the Contest, Entrant agrees that Sponsor may share Entrant's personal information with its affiliates for the purpose of prize fulfillment if Entrant is chosen as a potential winner. Additionally, if a Entrant chooses to opt-in to a specific offer from a participating affiliate, Entrant's personal information will be subject to that affiliate's privacy policy and terms of service (if applicable) and such Entrant agrees to receive email communication from that Affiliate. Opting in to specific offers does not improve an Entrant's chances of winning.

SEVERABILITY, HEADINGS: If any provision of these Official Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are

used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, or Instagram. Entrant represents and warrants that he or she is providing his or her information to Sponsor and not to Facebook, Twitter, or Instagram.

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