

Official Rules

2017 Sauce “BYOP” Contest

THIS CONTEST IS OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES WHO ARE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY.

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR CLAIM THE PRIZE. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

Sauce LLC is the “Sponsor” of this contest.

1. ELIGIBILITY: The 2017 Sauce “BYOP” contest (the "Contest") is open to legal residents of the United States, 18 years of age or older at time of entry. Officers, directors, employees and agents of Sauce, LLC and its respective affiliated companies, agencies, and immediate families are not eligible. The Contest is void where prohibited.

2. HOW TO ENTER: The Contest begins at midnight Pacific Time on October 1, 2017 and ends at midnight Pacific Time on October 16, 2017. To enter, submit the name of the pizza, the crust type and the ingredients via Facebook at Facebook.com/saucepizzaandwine or in person at our Albuquerque Sauce location, not eligible at any other Sauce location (the “Entry”). Anonymous Entries will not be eligible. The name of the pizza must be original and the Entry may not contain material that violates or infringes any third party’s rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement. The entry must not contain or be confusingly similar to any third party product names, brand names or trademarks. The Entry must not contain material that is inappropriate, indecent, obscene, hateful, tortuous, defamatory, slanderous or libelous. The Entry must not contain 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 or age. There is no limit on the number of unique Entries you may enter. We are not responsible for late, lost, misdirected, or invalid Entries.

Facebook Entries will be deemed to have been submitted by the person registered to the Facebook account from which entries are received. Once you submit your Entry, you will be officially entered into the Contest. Entries cannot be revised or altered once submitted. Once submitted, all submitted components become the property of the Sponsor. By submitting your recipe you have agreed to be subscribed to the Sponsor’s email list. Automated means of entry and entries by any means which subvert the entry process are prohibited and all such entries will be void.

3. SELECTION OF WINNERS/PRIZES:

One (1) Entry will be chosen by Sponsor as the most appropriate name for the Seasonal Pizza, in Sponsor’s reasonable discretion. The name may also be legally cleared through a trademark clearance process; if the name cannot be legally cleared through this clearance process, an alternate winner will be selected. The winner will win a \$200 Sauce Pizza & Wine gift card and a donation of \$1 for every winner pizza sold between November 1, 2017 and November 22, 2017 at Sauce Pizza & Wine restaurants to an IRS approved 501(c)(3) charity of the winner’s choice. The cap on the donation portion of the prize is \$2,000. The winner will be selected no later than October 31, 2017 and will be contacted by Sponsor through the winner’s email. The winner will be required to reply to the email within five (5) days to accept the prize. If the winner is unwilling

or unable to accept the prize, the prize will be forfeited. In the event that multiple Entries are received with the same name/ingredients, the winner will be the first Entry our reviewing team reviewed with the winning name/ingredients.

4. PRIZE DETAILS AND RESTRICTIONS: The prize is non-transferable. Federal, state and local taxes, if any, associated with the acceptance of the prize are the sole responsibility of the winner and its designated charity. If the winner is a minor, the prize will be awarded to the parent or legal guardian.

5. ASSIGNMENT OF RIGHTS TO NAME: You agree that, by entering the Contest, you irrevocably assign and transfer to Sponsor all right, title and interest in the pizza (e.g. the name, the recipe, etc.) throughout the world, including, without limitation, all trademark rights, and you agree to execute any additional documents Sponsor may deem necessary to evidence or effectuate such assignment. Sponsor's rights with respect to the Entry include, but are not limited to: (a) the exclusive right to use, publish, display or reproduce the proposed pizza name on products, packaging, advertising for purposes of trade and any other lawful purpose; (b) the exclusive right to alter, revise or change the Entry in any way; (c) the exclusive right to secure trademark and copyright registrations and other rights in the entry anywhere throughout the world; (d) the exclusive right to license, exploit, sell, assign, or otherwise dispose of the entry or any of the said rights included therein for any purpose which Sponsor may see fit; and (e) any and all subsidiary rights in the Entry.

6. CONDITIONS OF PARTICIPATION; NOTIFICATION OF WINNER: Sponsor is not responsible in the event that the participant provides any incorrect, expired, or otherwise invalid information. The Sponsor shall have the right to disqualify any Entries that do not comply with the Official Rules, as determined by Sponsor in its sole discretion. The potential winner must agree to a criminal background check and may be disqualified if the background check reveals anything that could bring Sponsor into disrepute due to winner's association with Sponsor, as determined by Sponsor in its sole discretion. By accepting a prize, the winner irrevocably consent to the use of such winner's name, likeness, image, voice, performance (in connection with interviews and other recordings), biographical information, and statements relating to the Contest or Sponsor or its affiliated parties, without further compensation, in all world-wide marketing, promotion, and publicity carried out in perpetuity by any of Sponsor or its affiliated parties in connection with this Contest. The winner further grant to Sponsor the right to use and publish his proper name and state or country of residence online, in print and any other media now known or hereafter devised in connection with this Contest in perpetuity. In the event of noncompliance with any requirements, a winner may be disqualified and an alternate winner may be selected, at Sponsor's sole discretion. If a potential winner cannot be reached after a reasonable effort has been exerted, he/she is found to be ineligible, he/she cannot or does not comply with these Official Rules, or if a prize or prize notification is returned as undeliverable, such potential winner will be disqualified, and an alternate potential winner may be selected at Sponsor's sole discretion.

7. DISCLAIMERS AND LIABILITY: Sponsor and its affiliated entities are not responsible or liable for Entries that are illegible, late, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, incomplete, or otherwise not in compliance with these Official Rules, and all such Entries will be disqualified. By participating in the Contest, each entrant agrees to waive any rights to claim ambiguity with the Official Rules, and that Sponsor and its affiliated entities shall have no responsibility or liability (including, but not limited to, liability for any property loss, damage, personal injury or death) in connection with: operation of the Contest, participation in the Contest; acceptance/possession (including, but not limited

to, delays by shipping companies), defects, and/or use/misuse of a prize (including, but not limited to, cancellation/postponement of screening date); discontinued prizes; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or internet service provider utilized by Sponsor; interruption or inability to access Sponsor, its affiliated entities and their respective websites, or any online service via the internet due to hardware or software compatibility problems; any damage to participant's (or any third person's) computer and/or its contents related to or resulting from any part of the Contest; any lost/delayed data transmissions, omissions, interruptions, defects; and/or any other errors or malfunctions, even if caused by the negligence of Sponsor or any one of its affiliated entities. Sponsor shall not be liable for direct, indirect, incidental, special or consequential damages. Each participant further agrees to indemnify and hold harmless Sponsor and its affiliated entities from and against any and all liability resulting or arising from the Contest and to release all rights to bring any claim, action or proceeding against Sponsor or its affiliated entities, and hereby acknowledge that Sponsor and its affiliated entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties provided exclusively by a prize supplier that may be sent along with a prize. Sponsor and/or its affiliated entities shall in no event be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (1) by any wrongful, negligent or unauthorized act or omission on the part of any of the prize suppliers or any of their agents, servants, employees or independent contractors, (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of Sponsor, or (3) by any other cause, condition or event whatsoever beyond the control of Sponsor or its parents, subsidiaries and affiliated companies. Title of this Contest may change during the Contest. Any attempt to cheat the Contest, as determined at the sole discretion of the Sponsor, may result in immediate disqualification of the entrant, as well as other possible consequences, including disqualification from any and all existing and future contests. Any attempt to cheat by creating fake profiles will be looked upon very seriously, and can result in immediate and permanent ban, and possible further action. Irrelevant entries, as deemed irrelevant at the sole discretion of Sponsor, and those using copyrighted content may be removed and disqualified from the Contest.

8. GENERAL INFORMATION: Sponsor reserves the right to permanently disqualify from this Contest any person it believes has violated these Official Rules. Sponsor reserves the right to terminate, cancel, suspend and/or modify the Contest if any fraud, virus or other problem corrupts the administration, security, or proper play of the Contest, as determined by Sponsor its sole discretion. If Contest is terminated before the end date/time, Sponsor will determine the winners from all eligible entries received as of the termination date/time. If any such malfunction, error, disruption or similar damage occurs and impairs the administration, security, fairness, integrity or proper play of the Contest, Sponsor may, in its sole discretion, suspend or terminate the Contest by posting a notice at www.saucepizzaandwine.com. This Contest is governed by the laws of the State of Arizona, and by entering, entrants agree that any and all dispute shall be resolved in the federal and state courts located in Maricopa County, Arizona. Entrants agree to resolve any dispute individually, without resort to a class action.

9. WINNERS' NAMES: For names of winners, please send a self-addressed stamped envelope, to:

Sauce Pizza & Wine LLC
BYOP Sauce Contest

7144 E. Stetson Drive #420
Scottsdale, AZ 85251

10. SPONSOR OF CONTEST: Sauce LLC; 7144 E. Stetson Drive #420; Scottsdale, Arizona 85018.