## GUEST SATISFACTION SURVEY SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

OPEN ONLY TO ELIGIBLE LEGAL RESIDENTS OF THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA, CANADA (EXCLUDING QUEBEC), GUAM, AND PUERTO RICO WHO ARE AT LEAST 18 YEARS OLD OR THE AGE OF MAJORITY IN THEIR PLACE, PROVINCE OR TERRITORY OF RESIDENCE AT THE TIME OF ENTRY.

## VOID IN QUEBEC AND WHERE PROHIBITED OR RESTRICTED BY LAW.

The Guest Satisfaction Survey Sweepstakes ("Promotion") is sponsored by GMRI, Inc. ("Sponsor"), 1000 Darden Center Drive, Orlando, FL 32837, USA, and is administered by American Sweepstakes & Promotion Co., Inc. ("Administrator"), 300 State St., Suite 402, Rochester, NY 14614, USA.

**1. PROMOTION TIMING:** The Promotion begins on August 28, 2023 at 12:00:00 AM Central Time ("CT") and ends on May 26, 2024 at 11:59:59 PM CT ("Promotion Period"). The Promotion includes nine (9) entry periods (each an "Entry Period") as set forth in the chart below:

Period	Start Date (at 12:00am CT)	End Date (at 11:59:59pm CT)	Mail-In Post Marked By Date	Mail-In Received By Date	Approximate Drawing Date
1	8/28/2023	10/1/2023	10/2/2023	10/12/2023	10/13/2023
2	10/2/2023	10/29/2023	10/30/2023	11/9/2023	11/10/2023
3	10/30/2023	11/26/2023	11/27/2023	12/7/2023	12/8/2023
4	11/27/2023	12/31/2023	1/2/2024	1/12/2024	1/13/2024
5	1/1/2024	1/28/2024	1/29/2024	2/8/2024	2/9/2024
6	1/29/2024	2/25/2024	2/26/2024	3/7/2024	3/8/2024
7	2/26/2024	3/31/2024	4/1/2024	4/11/2024	4/12/2024
8	4/1/2024	4/28/2024	4/29/2024	5/9/2024	5/10/2024
9	4/29/2024	5/26/2024	5/27/2024	6/6/2024	6/7/2024

Non-winning entries do not carry forward into subsequent Entry Periods. The Administrator's computer is the Promotions' official clock.

- 2. ELIGIBILITY: The Promotion is offered only to legal residents of the fifty (50) United States, the District of Columbia, Canada (excluding Quebec), Guam, and Puerto Rico who are at least eighteen (18) years of age or the age of majority in their place, province or territory of residence at the time of entry. Employees, officers, directors, representatives, and agents of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Promotion Entities") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All applicable federal, state, provincial, territorial, and local laws and regulations apply. Void in Quebec and where prohibited or restricted by law. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Promotion. For purposes of the Promotion, an entrant's residential address and e-mail address will be the physical address and email address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address.
- **3. HOW TO ENTER THE PROMOTION:** There are four (4) ways to enter the Promotion:
  - A. Purchase Method of Entry: During the Promotion Period, an eligible entrant may visit a participating Darden restaurant location and complete a purchase. Upon making a purchase, entrant will receive a receipt with a survey code and promotion URL. Entrant may visit the URL complete and submit a survey. Entrant must then complete and submit the registration form by providing the information requested by Sponsor including, but not limited to: complete first and last name, street address (P.O. Boxes are not permitted), city, state/province/territory, ZIP/Postal Code, daytime phone number, date of birth, survey code, and agree to these Official Rules. Upon completing the survey and registration information entrant will receive one (1) entry into the applicable Entry Period.
  - B. Free Mail-in Method of Entry: To enter without making a purchase, an entrant may handwrite his/her complete name (no initials), valid e-mail address, street address (P.O. Boxes not accepted), city, state, ZIP code, telephone number, and date of birth (MM/DD/YYYY), on a 3½"x5" card ("Mail-In Entry") and mail it (in an outer mailing envelope) with sufficient postage to: Guest Satisfaction Survey Sweepstakes, PO Box 211, Macedon, NY 14502-0211. Mail-In Entry is worth one (1) entry.
    - All Mail-In Entries must be postmarked and received by the dates as set forth in the chart in Section 1. Mail-In Entries must be legibly hand-written. Mechanical reproductions, postage-due, and Mail-In Entries sent in excess of the entry limits set forth below will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and not valid entries.
  - C. Scan QR Code: During the Promotion Period, an eligible entrant may visit a participating Darden restaurant location and scan the Promotion QR code provided on Promotional material. Upon scanning the QR code, entrant will be prompted to register for the

Promotion, provide the survey code, and complete the survey. Upon completing the survey, entrant will receive one (1) entry into the applicable Entry Period.

**D. Email Invitation:** During the Promotion Period, an eligible entrant who receives an email invitation may follow the links and instructions in the email to register and complete the survey. Upon completing the survey, entrant will receive one (1) entry into the applicable Entry Period.

Limit: Regardless of the method of participation, an entrant may receive up to ten (10) entries per Entry Period, during the Promotion Period. An entrant will receive no more than the stated number of entries during the Promotion Period. If more than the stated number of entries is received from the same person, telephone number and/or e-mail address on any given day during the Promotion Period, the entries may, at the Sponsor's sole discretion, be disqualified.

IMPORTANT: If you participate via your wireless phone, message and data rates may apply. Please consult your wireless-service provider regarding its message and data pricing plans.

4. RANDOM DRAWING: On or about the dates as set forth in the chart in Section 1, Administrator will select the potential winners. There will be five (5) potential winners randomly selected from each Entry Period. Each winner is deemed to be a potential winner, pending verification of the entrant's eligibility and compliance with these Official Rules as determined by Sponsor or Administrator, at their sole and absolute discretion. Canadian residents will be required to correctly answer a timed mathematical skill-testing question as further described in Section 6 before being declared a potential winner.

## 5. PRIZES, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:

- A. Prizes (45, 5 per Entry Period): Each prize is a \$100 Darden Restaurant Gift Card. The ARV of each prize is \$100 USD. There will be forty-five (45) prizes available, five (5) per Entry Period.
- **B.** Odds of Winning: The odds of winning a prize depend on the number of eligible entries received during each Entry Period.
- C. General: There is a limit of one (1) prize per person/household. The use of a gift card is subject to the terms and conditions set forth thereon which shall govern the use of the gift card. Use of a gift card constitutes the user's acceptance of the terms and conditions so the winners should read the terms and conditions on the gift card carefully. Winners must protect the gift card and treat the gift card as he/she would any other valuable document. The gift cards will not be redeemed or exchanged for cash, except where required by law. The gift cards will not be replaced or replenished if it lost, stolen, damaged, destroyed or used without the winner's permission and will be voided if altered or defaced. All costs and expenses not specifically included herein are solely the winner's responsibility.
- 6. HOW TO CLAIM A PRIZE: Each potential winner will be notified via e-mail by Sponsor or its authorized designee at the e-mail address provided at the time of entry. If a potential winner is a Canadian resident, before being declared a winner, he/she will be required to correctly answer a timed mathematical skill-testing questions without assistance, which will be provided with the email

notification or the prize will be forfeited. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept the prize, or fails to correctly complete the skill-testing question (if applicable), the prize may be forfeited, and in the Sponsor's sole discretion, the forfeited prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded.

ALL FEDERAL, STATE, PROVINCIAL, TERRITORIAL, AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF THE PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNERS.

Sponsor will attempt to notify the potential winner as set forth above, but Sponsor is not responsible for any undelivered emails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Promotion e-mail, including any winner notification e-mail, to a spam or junk folder. The right to receive a prize is non-assignable, nontransferable and no prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of the prize or force majeure, at Sponsor's sole and absolute discretion. Prizes will be fulfilled approximately 6 – 8 weeks from verification of winner's eligibility. Promotion Entities shall not be held responsible for any delays in awarding a prize for any reason.

7. LIMITATION OF LIABILITY: By participating in this Promotion, entrants agree that the Promotion Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Promotion; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Promotion and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Promotion Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Promotion, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Promotion, including, but not limited to, any Promotion-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Promotion; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery

of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more than the stated number of prizes be awarded. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than the stated number of prizes to be awarded according to these Official Rules, the intended prizes will be awarded in a random drawing from among all verified prize claims received.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

- 8. DISPUTES: THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE ORANGE COUNTY, FLORIDA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED. EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN FLORIDA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN ORANGE COUNTY, FLORIDA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTION PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.
- 9. PRIVACY: Sponsor's Privacy Policy is available at <a href="https://www.darden.com/privacy-notice">https://www.darden.com/privacy-notice</a>.

- 10. PUBLICITY RIGHTS: By participating in the Promotion and/or accepting a prize, each entrant agrees to allow the Sponsor and/or the Sponsor's designee the perpetual right to use his/her name, address (city and state/province), biographical information, photos, picture, portrait, likeness, voice, and/or statements regarding the Promotion and/or Sponsor for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including, but not limited to, live television, worldwide, on the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
- 11. GENERAL: Any attempted form of participation in this Promotion other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Promotion; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Promotion. Any attempted form of participation in this Promotion other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each entrant may be required to show proof of being an authorized account holder. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.
- **12. WINNER LIST:** For a copy of the winners list, interested individuals should mail a self-addressed stamped business envelope to: Winners List Guest Satisfaction Survey Sweepstakes, P.O. Box 211, Macedon, NY 14502-0211, USA. Winner List requests must be received no later than July 31, 2024.