Create Your Own Pina-Colada Contest

Official Rules
THE 2012 CHEESEBURGER IN PARADISE CREATE YOUR OWN PINA-COLADA CONTEST IS OPEN TO LEGAL RESIDENTS OF THE 48 CONTIGUOUS UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE OF LEGAL DRINKING AGE (TWENTY ONE OR OVER) AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO U.S. LAW. VOID IN ALASKA, HAWAII AND WHERE PROHIBITED BY LAW. DO NOT ENTER THIS CONTEST IF YOU ARE NOT LOCATED IN THE 48 CONTIGUOUS UNITED STATES OR THE DISTRICT OF COLUMBIA OR UNDER THE AGE OF TWENTY ONE.

NO PURCHASE NECESSARY. INTERNET ACCESS AND VALID E-MAIL ADDRESS

REQUIRED. Sponsored by Paradise Restaurant Group, LLC, Tampa, FL 33626.

To Enter: Log on to www.CheeseburgerinParadise.com/pinacolada ("Website") between 9:00 a.m. (Eastern Time) on 6/4/12 and 9:00 a.m. (Eastern Time) on 7/23/12 and follow the on-screen instructions to register and submit your recipe. You must provide the details of your proposed cocktail including the cocktail recipe, ingredients with proper measurements, garnish, instructions and the inspiration behind your cocktail. You must also provide your first and last name, mailing address (street address, including zip code), phone number, your favorite Cheeseburger in Paradise location, and e-mail address, and confirm that you have read and agreed to these official rules. In case of dispute as to identity of a winner, entry will be declared made by the registered user (meeting eligibility criteria) of the e-mail account used to submit entry, and if a prize is won, it will be awarded to that registered user. [DO NOT GIVE RECIPE TO CHEESEBURGER IN PARADISE RESTAURANT PERSONNEL AS ENTRIES WILL ONLY BE ACCEPTED ON-LINE.]

**When you submit a recipe you will receive a thank you email that includes a coupon for your next visit to Cheeseburger in Paradise. Coupon subject to terms/conditions stated thereon, including expiration date. Coupon may be redeemed only when appetizer is normally sold. Cheeseburger in Paradise menu, including available appetizers, is subject to change without notice and may vary with each Cheeseburger in Paradise restaurant location.

Entrant expressly acknowledges that Sponsor does not owe him/her a duty of confidence (or fiduciary duty or the like) with regard to his/her entry and that Sponsor has wide access to ideas, brand names and tag lines, designs and other literary/artistic materials submitted to it from outside sources or being developed by its own employees and that such ideas/brand names/tag lines/ designs/literary/artistic materials may be competitive with, similar to (or even identical to) the entry submitted by entrant and that Sponsor shall have no liability to entrant or any third party in conjunction therewith.

Entrants may enter more than once, but each entry must be significantly different from the other entries submitted by that entrant and follow the requirements listed or entry will be disqualified. All entries become the property of Sponsor. No joint/group entries. Entries must meet all of the following requirements or they will be disqualified:

--Drink must feature a recipe (with specific measurements and preparation instructions) for a 'base pina colada' (that is, rum, coconut cream and pineapple juice). Entrants are encouraged to add flavors so as to put their own, personal twist on the traditional pina colada; but, inclusion of additional flavors is not required. The additional flavors must be commonly available and conducive for preparation of a pina colada using standard kitchen equipment.

-Finished product must be drinkable.

-If the additional flavors are spirits, only the following spirits may be used:

- Alizé Bleu
- Alizé COCO
- Alizé Gold Passion
- Alizé Red Passion
- Alizé Rose
- Alizé Wild Passion
- Appleton Estate V/X
- Bacardi Black Razz
- Bacardi O
- Bacardi Torched Cherry
- Cafê Bohême
- Cointreau
- Coruba Coconut Rum
- Coruba Mango Rum
- Cruzan Aged Rum
- Disaronno Amaretto
- Fonseca Bin 27 Port
- Sailor Jerry's Spiced Rum
- Stolichnaya Blueberi
- Stolichnaya Chocolat Razberi
- Stolichnaya Citros
- Stolichnaya Cranberi
- Stolichnaya Gala Applik
- Stolichnaya Hot
- Stolichnaya Ohranj
- Stolichnaya Peachik
- Stolichnaya Premium Vodka
- Stolichnaya Razberi

- Stolichnaya Strasberi
- Stolichnaya Sticki
- Stolichnaya Vanil
- Stolichnaya White Pomegranik
- Stolichnaya Wild Cherri

-Finished product must not contain more than 2oz of liquor per cocktail (per liquor regulations)

-Each entry must be original, unpublished, the sole property of the entrant and not previously submitted in any other contest or competition (including from the previous year's Cheeseburger in Paradise "Create Your Own Pina-Colada" Contest).

-May not infringe upon any third party rights (including rights of publicity, privacy, trademark or copyright). If you include any other person in your entry, be sure to obtain his/her consent in writing. DO NOT INCLUDE PERSONS WHO ARE UNDER 21. Each entry may not promote any commercial/business enterprise, charity or any cause other than the theme of the Contest.

At the Sponsor's/judges' sole discretion, entries including unsuitable content (including but not limited to, profanity or hate speech), that are in violation of third party rights (including, but not limited to, rights of publicity, privacy, trademark or copyright), that reflect negatively on the reputation or goodwill of Cheeseburger in Paradise restaurants/Paradise Restaurant Group, LLC, or advocate or encourage any illegal conduct (including but not limited to under-age drinking or over-consumption of alcohol beverages) will be immediately disqualified.

GRANT OF RIGHTS IN ENTRY: Entrant grants to Sponsor and its designees the **exclusive**, irrevocable, perpetual, worldwide, royalty-free, transferable, sublicensable right and license (but not the obligation except as otherwise expressly indicated herein) to use, perform, exhibit, reproduce and/or otherwise exploit his/her entry in any manner and in any and all distribution channels, venues or media now known or hereafter devised, without further notice or any compensation to entrant. Entrant waives any "Moral Right of Authors" (*Droit Moral)* in the entry. Entrant further agrees, upon Sponsor's request and without compensation, to sign any and all necessary and appropriate documents so as to effect, perfect or record such license rights. The preceding grant of rights may include but is not limited to the possible use of entrant's entry by Sponsor in menus and/or other advertising materials at its Cheeseburger in Paradise restaurant locations, regardless of whether an entry is selected as a Finalist entry (see below).

SELECTION OF FINALISTS/WINNERS:

JUDGING: On or about July 23rd, a judging panel comprised of representatives of Sponsor will review all eligible entries received by the entry deadline based on the

following criteria: creativity/originality; ability to capture the spirit of the Cheeseburger in Paradise restaurants; marketability of pina colada recipe at Cheeseburger in Paradise restaurants. The four (4) entries with the highest scores are Finalists and will advance to the public voting round.

VOTING: The four (4) Finalist entries will be posted on the Website for purposes of public voting. In addition, Sponsor will feature each of the four (4) Finalist entries at its Cheeseburger in Paradise restaurant locations, where they will be included on the Restaurant's drink menu and in other advertising materials for consumer purchase. The public voting period is August 1, 2012 at 11:00 a.m. (Eastern Time) - September 17, 2012 at 9:00 a.m. (Eastern Time); but, Sponsor reserves the right to modify the public voting period by posting a notice to such effect on the Website and at Cheeseburger in Paradise restaurant locations.

Persons submit votes for their favorite Finalist entry either on-line or via text message** (the short code for text message votes will be posted in the Restaurant). And, the entrant whose Finalist entry receives the highest vote total (as tabulated by Sponsor) will win the Grand Prize; the remaining three (3) Finalist entrants will each win a Runners-Up Prize. Finalist entrants will be notified of the specific prize they've won by phone, email and/or postal mail. Sponsor's decisions as to the determination of the winners (including the specific prizes won by Finalist entrants) are final and binding in all respects and are not subject to appeal.

** Standard text messaging rates apply. Text messaging is not available on all wireless carriers or in all areas. Consult your wireless plan for your carrier's fees. Even if vote is invalid for some reason, such charges may still apply.

RESTRICTIONS ON VOTING: For purposes of the Contest, a "vote" means a vote cast on the Website or via text message by a "unique voter." A "unique voter" is an individual person (a) who has visited the Website or transmitted the short code (for text message voting) (b) with unique registration information (i.e., email address for voting via Website; mobile phone number for text message voting) that is not duplicative of another voter. A unique voter may vote no more than once during the voting period for one (1) Finalist entry, so that a unique voter may cast no more than one (1) vote for any single Finalist entry. For the avoidance of doubt, you may vote EITHER on the Website OR via text message but NOT BOTH ways. All votes must be manually key-stroked; use of automated or programmed methods of voting is strictly prohibited. In addition to the Disqualification provisions below, if Sponsor determines, in its sole discretion, that an abuse of the "unique voter" rule has occurred (or the integrity of the public voting component of the Contest has otherwise been compromised in any manner), Sponsor may disqualify votes cast by such voters, including (for voting via Website) if more than five (5) of such voters registered from the same computer "IP address". But, disqualification of votes shall not represent Sponsor's sole remedy should Sponsor suspect that such improper conduct has occurred; such conduct may also constitute tampering with the Contest

and Sponsor expressly reserves all rights and remedies available to it under applicable law so as to protect its rights in conjunction with same.

Should his/her entry be selected as a Finalist entry, entrant releases and agrees to hold harmless Sponsor and Administrator from any and all liability in conjunction therewith, including his/her express acknowledgment that: (a) the Finalist entry as posted on the Website and communicated on Restaurant menus and/or in other advertising materials may differ from the entry submitted by entrant, and (in the case of posting of the Finalist entry on the Website, the Finalist entry may not be viewable at all times) due to technological limitations/malfunctions/errors or other causes; (b) the Finalist entry may be displayed on the Website and on Restaurant menus and/or in other advertising materials in any pattern, sequence or format, and such pattern/sequence/format may or may not be rotated or varied, in Sponsor's sole discretion; (c)Finalist entry will be attributed to entrant as follows (Name; City/State, with all other aspects of the attribution (such as, prominence and placement) being at Sponsor's sole discretion; (d) any posted vote total for Finalist entries is solely for informational purposes and may be modified by Sponsor at any time, without liability of any kind; and (e) with regard to the preparation of a pina colada based on Finalist entry at Cheeseburger in Paradise restaurants, Sponsor makes no representation or warranty of any kind that Restaurant personnel will exercise the same amount of diligence/care each time a pina colada based on each of the Finalist entries is prepared for Restaurant patrons. FOR ALL FINALIST ENTRIES, THE FINALIST ENTRIES REPRESENT SOLELY THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER. SPONSOR HAS NO OBLIGATION TO AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONJUNCTION WITH SCREENING, MONITORING OR REVIEWING THE CONTENT OF FINALIST ENTRIES PRIOR TO USE OF SAME. SPONSOR WILL NOT EDIT FINALIST ENTRIES PRIOR TO USING THEM IN CONJUNCTION WITH THE CONTEST.

The specific prizes won by Finalist entrants will be determined approximately 1 week after the public voting period; however, Sponsor reserves the right to take more or less time to make such determinations as it deems necessary in its sole discretion.

PRIZES:

One (1) **grand prize** winner will receive a trip for him/herself and (1) guest to Jamaica to stay at an All Inclusive Resort and visit the Appleton Estate Distillery. Trip consists of roundtrip coach air travel from international airport near winner's residence; 4 days/3 nights hotel accommodations (standard room, double occupancy); ground transportation between airport and hotel; gift pack valued at $140. Trip is subject to availability, blackout dates and other restrictions. Travel must be completed by 12/01/2013. Winner must provide at least 30 days advance notice prior to intended travel date; winner may not receive his/her first choice of travel date. Winner and guest must travel on same itinerary as set by Sponsor in its

sole discretion. Valid government photo identification is required for air travel. Total Approximate Retail Value (ARV) for the grand prize is $1,500.00. Three **runners-up** will each receive a Margaritaville Frozen Concoction Machine drink prize pack including a Margaritaville Frozen Concoction Machine, Cheeseburger in Paradise margarita glasses and margarita mix and a $100 "Ticket to Paradise" gift card to Cheeseburger in Paradise (subject to terms/conditions of use indicated thereon, in addition to redemption deadline); Total Approximate Retail Value (ARV) for each runner-up prize is $350.00. Gift card cannot be used towards alcohol, taxes or gratuity.

Any unspecified expenses in conjunction with acceptance/use of prizes and any taxes on prizes are the winner's sole responsibility. Grand Prize winner will be issued an IRS 1099 Tax Form reflecting fair market value of prize. Grand Prize winner and guest are solely responsible for securing all necessary travel documents (such as, passport). Grand Prize winner and guest will not receive frequent flier miles, award points or other perquisites in conjunction with prize travel. For Grand Prize, reservations and airline tickets are non-refundable for cash or credit, non-transferable and non-changeable once issued. If lost, they will not be replaced.

No prize substitution except at Sponsor's sole discretion and only then for prize/prize component of equal value. Prizes are not transferable. If actual value of prize is less than total ARV of prize, winner will not receive cash difference.

By entering the Contest, entrants accept and agree to these rules and the decisions of the judges and Sponsor, which shall be final and binding in all respects. Winners may be required to sign a Winner's Agreement and Release and return it by date specified in notification letter or prize will be forfeited in its entirety and another winner selected. Return of any prizes or notification as undeliverable will result in disqualification, and an alternate winner may be selected. Travel guest of Grand Prize winner must be 21 or over and must sign and return a Release prior to issuance of travel documents. Limit of one (1) prize per person/family/household.

By submitting an entry, entrants agree to allow use of his or her name and entry for advertising and promoting this or similar promotions, including posting their first name and last initial on the Web Site, without compensation unless prohibited.

Other Conditions: Sponsor, its respective affiliates, subsidiaries, parent corporations, and their respective officers, directors, shareholders, employees and agents and any and all Internet servers and access provider(s) are not responsible for: any incorrect or inaccurate entry or vote information; human error; technical malfunctions; failures, omissions, interruptions, deletions, or defects of any telephone network, computer online systems, computer equipment, servers, providers, or software, including any injury or damage to participant's or any other person's computer or mobile phone relating to or resulting from participation in this Contest; inability to access the Web site, theft, tampering, destruction, or unauthorized access to, or alteration of entries and/or votes; data that is processed

late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines or the Internet or any web site; printing or other errors; or any combination thereof. Proof of entering information at Web site is not considered proof of delivery or receipt. Incomplete entries will be disqualified; incomplete votes will not be counted. False and/or deceptive entries or acts shall render entrants ineligible.

Eligibility: Contest is open to legal residents of the 48 contiguous United States and The District of Columbia, 21 years or older. Employees and their immediate families of Paradise Restaurant Group, LLC, their respective affiliates, subsidiaries, parent and related companies, and agencies are not eligible. Persons who won prizes valued at $600 or over in last year's Cheeseburger in Paradise "Create Your Own Pina-Colada Contest" are also not eligible. Void in Alaska, Hawaii and where prohibited or restricted by law.

General: Entrants release and waive any claim they may have against Paradise Restaurant Group, LLC, and their respective employees, officers, directors, shareholders, affiliates, subsidiaries, parent and related companies and agencies for injuries, claims, damages or losses, costs or expenses of any kind resulting from acceptance of, use or misuse of any Prize or component thereof or from participation in this Contest. Any attempt by an entrant or any other individual to deliberately damage any web site or undermine the legitimate operation of this promotion is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

Force Majeure: If, for any reason, Sponsor determines in its sole discretion that the Contest (in whole or in part) is not capable of running as originally planned, including without limitation labor dispute, strike, riot, civil commotion, equipment/programming failure or malfunction, tampering/unauthorized human intervention, fraud, fire, flood, storm or other natural cataclysm or any other cause beyond the control of Sponsor which, in Sponsor's sole discretion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. In such event, Sponsor will determine the Finalist entries and the specific prize won by each Finalist entrant in a manner deemed by Sponsor in its sole discretion to be fair, appropriate and consistent with these Official Rules. Notice of such actions by Sponsor will be posted on Web site and at Cheeseburger in Paradise restaurant locations.

NOTE: Internet entry must be made by the entrant, only at the authorized Web site address of www.CheeseburgerinParadise.com/pinacolada.

DISPUTE RESOLUTION/CHOICE OF FORUM: Any and all disputes regarding this Contest or these Official Rules shall be governed by the internal laws of the State of Florida. Any action must be brought individually (NOT as part of a class action) in

federal or state court in Hillsborough County, Florida and, in any such action, a person is only entitled to recover actual costs involved in participating in Contest (if any), with all rights to attorney fees and any and all damages (including special, punitive, consequential damages) being expressly waived.

WINNERS LIST. For names of prize winners, available after October 15, 2012, send a self-addressed stamped envelope to Cheeseburger in Paradise 9560 W. Linebaugh Ave. Suite 204 D Tampa, FL 33626 . Requests must be received by July 31, 2012. Names of prize winners (first name, last initial) may also be posted on Web Site.