



Lenny's Franchise Systems, LLC

SHARE YOUR FAVORITES

Social Media Contest Official Rules

January 2017

This contest uses the Twitter and Facebook platforms and is not endorsed, sponsored, administered by, or associated with Twitter or Facebook. By participating, you hereby release and hold harmless Twitter or Facebook from any and all liability associated with the contest.

Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. Eligibility: This promotion is open only to legal residents of the states where Lennys Subs or Lennys Grill & Subs are located and who are 18 years of age or older at time of entry and who have an active account on Facebook or Twitter ("Entrant" or "Entrants"). For a list of our locations, please visit <https://www.lennys.com/locations/>. The following people are not eligible to participate and receive prizes: (a) employees of LFS, Facebook, Twitter, or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Contest ("Promotion Entities"); (b) immediate family members of employees of Promotion Entities (specifically the spouse, parents and step-parents, sibling and step-siblings, and children and step-children); and (c) household members of employees of Promotion Entities (specifically the people who share the same residence with such employee at least three months out of the year). The Contest is subject to all applicable United States federal, state and local laws and regulations. This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook or Twitter.

2. Sponsor: The Contest is sponsored by Lenny's Franchise Systems, LLC ("Sponsor" or "LFS"), 8295 Tournament Drive, Suite 200, Memphis, Tennessee 38125.

3. Agreement to Official Rules: Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Entry Period: The Contest will run daily 28 times during the month of February 2017 and each individual session will begin at the time of each individual posting by Lennys (the "Lennys Contest Post"), and end at 11:59pm ET on the same day of posting (the "Entry Period.") As examples: the first day of the Contest begins on February 1, 2017 at 11am ET on Facebook and Noon ET on Twitter, and ends on February 1, 2017 at 11:59pm ET; the second day of the Contest begins on February 2, 2017 at 11am ET on Facebook and Noon ET on Twitter, and ends on February 2, 2017 at 11:59pm ET. Entries received prior to or after the Entry Period will not be accepted.

5. Entry: To enter the Contest on Twitter, tell us during the Entry Period your Lennys favorite by commenting on that day's Lennys Contest Post and using the hash tag

#mylennysfavorite. To enter the Contest on Facebook, tell us during the Entry Period your Lennys favorite by commenting on that day's Lennys Contest Post and using the hash tag #mylennysfavorite. Profiles must be public to be entered. If more than one friend is tagged in a Lennys Contest Post that requires tagging, the submission will be disqualified. By completing either of these actions, you automatically will receive one entry into the Contest during the Entry Period in which you Post or Tweet. Entries may be displayed on official social media channels operated by the Sponsor at the discretion of and pursuant to terms to be determined by the Sponsor.

ENTRANT'S GRANT OF RIGHTS: By making an Entry in connection with the Contest, you hereby: (a) irrevocably grant to Sponsor and its affiliates, and their respective successors and assigns, a non-exclusive, transferable, fully-paid, royalty-free, worldwide, perpetual, license, including the unlimited right to sublicense, reproduce, modify, publicly perform, publicly display, distribute, and use the Entry by means of any and all media and devices whether now known or hereafter devised, including, without limitation, on Sponsor's websites, Sponsor's Facebook, Twitter and/or Instagram pages; and (b) agree to execute all further documents respecting the Entry requested by Sponsor, including any further license, in order for Sponsor to use the Entry as contemplated by the Contest. You irrevocably waive any and all so-called moral rights you may have in the Contest results. For clarity, Sponsor has the right (but not the obligation) to publish any Contest results, including Entrant's and Winner's names and pictures, on the Sponsor websites and Facebook, Twitter, Instagram and/or Pinterest websites.

6. License to Use Submissions: Sponsor shall have the right to disqualify any entries that it deems to be obscene, vulgar, sexually explicit, lewd, derogatory, inappropriate, or otherwise not in good taste, as determined by the Sponsor in its sole discretion. Submissions must not contain any third party material or content (including but not limited to any company logos or trademarks, likenesses, or any other copyrighted or trademarked content) for which you have not been granted specific written permission for this use by the copyright or trademark rights holder. You agree to provide Sponsor with written proof of this permission within three business days, upon Sponsor's request, whether by phone, mail, or email. You (or your parent or guardian, if you are under the age of majority in your state of residence) grant to the Sponsor and its designees (i.e., any third party with whom Sponsor contracts in order to create, distribute, monitor, promote, transcode assets and otherwise produce the Contest) the irrevocable, perpetual, worldwide, non-exclusive right and license to use, reproduce, edit, market, store, distribute, have distributed, publicly and privately display, communicate, publicly and privately perform, transmit, have transmitted, create derivative works based upon, and promote your image, biographic information, and comments (collectively, the "Submission") in connection with the Contest and such other products or services as the Sponsor and its designees may designate in any medium now known or hereafter devised for editorial, commercial, promotional and/or any other purpose. In addition, the Sponsor and its designees shall have the right to reproduce and distribute your Submission for advertising, publicity and promotional purposes in broadcast, print and or other media as the Sponsor and its designees may determine in their sole discretion. In addition, you hereby grant to the Sponsor and their designees the right to use any edited Submission, or parts of a Submission, without your approval and waive any right to inspect or approve uses of the Submission prior to or following publication and any right to compensation for the Submission. All elements of your Submission must be your original work and must be owned by you, and you must have the right to grant any and all necessary rights and licenses, including without limitation, all necessary copyright and other related rights to all of the materials, free and clear of all claims and encumbrances without violating the rights of any person or entity, including any right to

privacy or publicity. By submitting your Submission, you agree to release and hold harmless the Sponsor and its officers, directors, employees, and agents from and against any claim or cause of action arising out of your Submission or your participation in any phase of this Contest. By submitting your Submission, you further warrant and represent that: (i) you have permission to show all individuals seen in the Submission; and (ii) if applicable, are the parent or guardian of any minor child(ren) seen in the Submission; or (ii) if applicable, have obtained written consent from the parent or guardian of such minor child(ren) to include the minor children in the Submission and to grant to Sponsor all rights granted herein, and will be able to provide these permissions to Sponsor upon Sponsor's written request.

7. Judging Round: At the conclusion of each daily Contest entry period, all eligible Submissions will be entered into a pool and a potential winner will be selected at random. One potential winner will be chosen on the Twitter platform and one potential winner will be chosen on the Facebook platform each day. By submitting your Submission, you specifically acknowledge this possibility and agree to the terms stated in these Official Rules.

8. Requirements of the Potential Winner: Each potential winner will be directed to send a private message to LFS on the chosen platform within three business days of the winner announcement date, where the potential winner must provide his or her name, phone number and email address. If the potential winner is unreachable through the platform, LFS may direct the conversation to a Facebook Private Message. If, despite reasonable efforts, a potential winner does not respond within seven days of the first notification attempt (or such shorter time as exigencies may require), or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate potential winner may be selected. LFS shall have no liability for a potential winner's failure to receive notices due to spam, junk e-mail or other security settings or for the potential winner's provision of incorrect or otherwise non-functioning contact information. Acceptance of a prize constitutes consent to use winner's name and likeness for editorial, advertising and publicity purposes without additional compensation, except where prohibited by law.

9. Verification of the Potential Winner: Potential winners may be required to execute a license or assignment, affidavit of eligibility, liability release, and (where imposing such condition is legal) a publicity release (collectively, "Prize Claim Documents"). If any potential winner fails or refuses to sign and return all Prize Claim Documents within three days of prize notification (or such shorter time as exigencies may require), the potential winner may be disqualified and an alternate potential winner may be selected. All prizes will be fulfilled within 30 days from Sponsor's receipt of all necessary documents described herein. Entrant agrees to be bound by the decisions of LFS, which are final and binding in all matters relating to the Contest.

10. Prizes: There are a total of 56 winners in this Contest. Each Winner will receive a \$10 Lennys gift card. Prizes are not transferable and no cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a prize with another prize of equal or greater value if the original prize is not available for any reason as determined by the Sponsor in its sole discretion. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during each Entry Period. There is a prize limit of one Prize per Entrant during the entire Promotion Period. Prizes will be delivered only to an address in the United States. **WINNERS ARE RESPONSIBLE FOR REPORTING AND PAYING ANY AND ALL INCOME, SALES OR EXCISE TAXES THAT MAY APPLY TO**

ACCEPTING PRIZES; SPONSOR IS NOT RESPONSIBLE FOR AND WILL NOT PAY ANY SUCH TAXES.

11. General Conditions: In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; or (b) award the prizes from among the eligible entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. Release and Limitations of Liability: By participating in the Contest, you agree to release and hold harmless the Contest Entities from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Contest or the processing of entries; and/or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt of any prize. You further agree that in any cause of action, the Contest Entities' liability will be limited to the cost of entering and participating in the Contest, and in no event shall the Contest Entities be liable for attorney's fees. By participating in the Contest, YOU SPECIFICALLY WAIVE THE RIGHT TO CLAIM ANY OTHER DAMAGES WHATSOEVER FROM THE CONTEST ENTITIES, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, AND DIRECT OR INDIRECT DAMAGES.

13. Validity; Enforcement; Choice of Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants and Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to any choice of law or conflict of laws rules or provisions. Any legal claims arising out of or relating to the Contest or these Official Rules must be brought only in the federal or state courts located in Shelby County, Tennessee.

14. Contest Results: To obtain any legally required winners list (after the conclusion of the Contest) or a copy of these Official Rules, send a self-addressed envelope with the proper postage affixed to: Lenny's Franchise Systems, LLC, Attention Marketing Department, 8295 Tournament Drive, Suite 200, Memphis, Tennessee 38125. Requests must be received by December 31, 2017.