

Olive Garden Family Promposal Partner Sweepstakes Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Olive Garden Family Promposal Partner Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least sixteen (16) years old at the time of entry and, if under the age of majority in their state of residence (age of majority is 18 years of age in most states, 19 in Alabama and Nebraska), have permission from their parent/legal guardian to participate. Employees of Darden Restaurants Inc. and its parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Darden Corporation, 1000 Darden Center Drive, Orlando, FL 32837.

3. Timing: The Sweepstakes takes place on March 11, 2023 starting at 11:00 a.m. Eastern Time ("ET") and ending at 7:00 p.m. ET (the "Promotion Period"). Instagram's servers are the official time-keeping devices for the Sweepstakes.

4. How to Enter:

Participation Requirements: To participate, you will need to have a personal Instagram account. Creating an Instagram account is free but is subject to its terms and conditions (<http://instagram.com/about/legal/terms/#>). **If entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply.**

Entry Requirements: During the Promotion Period, locate Sponsor's Sweepstakes post and take the following actions to receive an entry:

- (a) Follow @olivegarden on Instagram;
- (b) Comment on the post with #OGPromContest and your "family" (friends who are family) [promposal](#) idea (your "Comment");
- (c) Your Comment need not include any reference, positive or negative, to Sponsor's products or services. **Including such a reference will not improve your chance of winning.** In addition, your Comment must not violate any of the Content Restrictions listed below; and
- (d) You must not change your Instagram handle once you post to enter this Sweepstakes and until the prizes are awarded (as described in Section 6).

Content Restrictions for your Entry:

- Your Comment must be your original work;
- Your Comment must not convey any claims of Sponsor's products or services that would be deemed unsubstantiated or deceptive if made by Sponsor;
- Your Comment must not disparage Sponsor or any other parties;
- Your Comment must not contain material that violates or infringes another's rights and therefore may not include logos, trademarks or any other intellectual property other than those of the Sponsor;
- Your Comment must not make references to: alcohol, illegal drugs, marijuana, tobacco, or firearms/weapons, any activities that are or appear to be dangerous, or any political agenda;
- Your Comment may not be indecent, obscene, sexually explicit, hateful, promote bigotry, racism, hatred or harm against any group or individual or promote discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- Your Comment may not be tortious, defamatory, libelous, disparage Sponsor or any other person or

party, or contain material that is unlawful in any way.

By posting a Comment that conforms to all of the above requirements, you will receive one (1) Sweepstakes entry. Sponsor, in its sole discretion, may disqualify any post that it finds unlawful, or in violation of these Official Rules.

Entry Limit: You may enter one (1) time during the Promotion Period. Multiple entrants are not permitted to share the same Instagram account. Any attempt by any entrant to obtain more than one (1) entry by using multiple/different Instagram accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the Instagram account used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses that was used to create the Instagram account. Each potential winner may be required to show proof of being the authorized account holder.

5. Sponsor's Use of Social Post Content: Posting a Comment constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Comments, in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Comment.

6. Grand Prize Drawing: Sponsor is an independent organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Sponsor will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or around March 14 2023. Each potential winner will be notified by @OliveGarden by direct message on Instagram and will be asked to provide their name, email address and date of birth, and, if the potential winner is under the age of majority in their state of residence, the email address of their parent/legal guardian, in order to confirm eligibility and for prize fulfillment purposes within three (3) days of the date notice or attempted notice is sent in order to claim the prize. If the potential winner is under the age of majority in their state of residence, the parent/legal guardian of potential winner must sign a publicity and liability waiver on potential winner's behalf in order to accept the prize, which must be received by Sponsor within three (3) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, or fails to provide any requested information within the required time period, or potential winner's parent/legal guardian fails to sign and return the publicity and liability waiver (if applicable) within the required time period, or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner forfeits the prize or is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

7. Prizes: ONE-HUNDRED (100) GRAND PRIZES: Each Grand Prize winner will receive one (1) \$300 Olive Garden Restaurant gift card, to be fulfilled digitally. Terms and conditions of gift card apply. Approximate Retail Value ("ARV"): \$300. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. 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 the Promotion Period. Limit: One (1) prize per person. Total ARV of all prizes: \$30,000. Prizes will be fulfilled approximately 2-5 weeks after the conclusion of the Sweepstakes.

8. Release: By entering this Sweepstakes, entrants agree to release and hold harmless Sponsor, Meta Platforms, Inc., Instagram, Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, third party claims involving the right to privacy, right of publicity, or intellectual property infringement, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

9. Publicity: Except where prohibited, participation in the Sweepstakes (with the permission of a parent/legal guardian, where applicable) constitutes each winner's consent to Sponsor's and its agents' use of winner's name, prize information, likeness, Comment, photograph (including, without limitation, winner's Instagram profile photo), voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. 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 Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, social media platforms, or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; (6) lost, late, unreceived, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Comments or failure to receive Comments due to limitation of third-party social network platforms or (7) any 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 Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, not received, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Middle District of Florida or the appropriate Florida State Court located in Orange County, Florida; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and

questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Florida without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

13. Entrant's Personal Information: Information collected from entrants is subject Sponsor's [Privacy Policy](#).

14. Winner List: For a winner list, please email your request to social@olivegarden.com. The winner list will be posted after winner confirmation is complete.

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