

Seasons 52® Yes Day Contest

Official Rules

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

1. Eligibility: Seasons 52 Yes Day Contest (the "Contest") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least 21 years of age at the time of entry. Employees and contractors of Darden Restaurants, Inc., and any of its subsidiaries and affiliates as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee or contractor are not eligible to enter. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

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

3. Agreement to Official Rules: Participation in this Contest constitutes each entrant's and winner's full and unconditional agreement to all terms and conditions set forth herein (the "Official Rules"). Sponsor's decisions are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Contest begins on June 6, 2023 at 12:00:01 a.m. Eastern Time ("ET") and ends on June 11, 2023 at 11:59:59 p.m. ET (the "Contest Period"). Sponsor's computer is the official time-keeping device.

5. How to Enter:

During the Contest Period, visit [seasons52.com/events/yes-day] and complete and submit your entry. Your entry must describe what your ideal Yes Day would look like in one of the following categories (your "Submission"): (i) A Day of Unplugging; (ii) A Day with Friends; or (iii) A Day of Wellness (the "Prize Category").

By uploading your Submission, you agree that it conforms to the guidelines, permissions, and content restrictions below and that Sponsor, in its sole discretion, may disqualify you if it believes that it fails to conform. Where your Submission meets all requirements and restrictions, it will be deemed 1 valid Submission.

Submission Requirements and Restrictions:

- Submission must be in English;
- Submission must be your original work;
- Submission must not exceed 75 words in length;
- Submission must not include any content that is inherently dangerous, is unsafe, or appears to be unsafe. Accordingly, no firearms/weapons or any content that includes any violence;

- Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity and intellectual property rights;
- Submission must not contain trademarks, logos (except Sponsor's, which are not required to be included) or trade dress owned by others, or advertise or promote any brand or product (except Sponsor's, which are not required to be included) of any kind, without permission;
- Submission must not promote or reference illegal drugs, tobacco, or any political agenda;
- Submission must not contain material that is disrespectful, unduly embarrassing, humiliating, inappropriate, offensive, indecent, obscene, sexually explicit, profane, tortious, defamatory, slanderous or libelous;
- Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age;
- Submission must not disparage Sponsor or any other person or party; and
- Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

Limit: Each entrant may submit 1 Submission during the Contest Period. Submissions received from any person in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to submit more than the stated number of Submissions by using multiple/different emails, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. In the event of dispute as to the identity or eligibility of a potential winner, the winning Submission will be declared made by the authorized account holder of the email address used to enter the Contest provided he/she is eligible according to these Official Rules. The "authorized account holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder.

6. Sponsor's Use of Submissions: Submitting a Submission 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 Submission 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 their designees to make use of the non-exclusive rights entrant is granting to use the Submission.

7. Winner Determination: Winners will be determined according to the process set forth below.

After the Contest Period, a panel of qualified judges determined by Sponsor in its sole discretion will judge all eligible Submissions based on the following judging criteria:

- Authentic Feel of Details in Submission (45%);
- Creativity and Originality of Submission (45%); and

- Quality of Submission including grammar and spelling (10%).

Sponsor will select one (1) Grand Prize winner in each Prize Category that has the highest-scoring Submission, in Sponsor's sole discretion, in that Prize Category. In the event of a tie between any Submissions, the entrant whose tied Submission received the highest score for "Creativity and Originality" as determined by the qualified judges in their sole discretion, will be deemed the applicable potential prize winner for that prize. Sponsor will not disclose judging scores. Sponsor reserves the right to select fewer than the stated number of Contest winners if, in its sole discretion, it does not receive a sufficient number or quality of eligible and qualified Submissions. Limit: 1 prize per person. 1 prize per each Prize Category.

8. Winner Requirements: Winners will be notified via email on or around June 16, 2023. Each winner will be required to sign and return a Release ("Release") within twenty-one (21) days of the date notice or attempted notice is sent, in order to confirm eligibility and claim the prize, subject to applicable law. The winner's prize acceptance and/or prize receipt constitutes full and unconditional agreement to these Official Rules. If a winner cannot be contacted or fails to provide any requested information or document within the required time period, the winner will be disqualified and will forfeit the applicable prize. If a winner is disqualified for any reason, Sponsor may award the applicable prize to a runner-up, in its sole discretion, based on the judging process above.

9. Prizes: One (1) Grand Prize in each Prize Category will be awarded as follows:

(i) the **Day of Wellness Grand Prize** includes one (1) \$150 gift card to Seasons 52 and \$400 in gift cards, selected by Sponsor in its sole discretion, to enjoy a Day of Wellness (Prize Approximate Retail Value ("ARV") \$550);

(ii) the **Day with Friends Grand Prize** includes one (1) \$150 gift card to Seasons 52 and \$400 in gift cards, selected by Sponsor in its sole discretion, to enjoy a Day with Friends (Prize ARV \$550); and

(iii) the **Day of Unplugging Grand Prize** includes one (1) \$150 gift card to Seasons 52 and \$400 in gift cards, selected by Sponsor in its sole discretion, to enjoy a Day of Unplugging (Prize ARV \$550).

Prizes are non-transferable, not redeemable for cash, 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. Each winner will be solely responsible for all federal, state, and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, is used and should consult with their tax advisor.

10. Release: By participating in the Contest and/or receipt of any prize, each entrant agrees to release and hold harmless the Sponsor, Meta Platforms, Inc., Instagram, Inc., and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, 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, arising out of participation in the Contest or receipt or use or misuse of any prize.

11. Publicity: Acceptance of any prize shall constitute and signify each entrant's agreement and consent that Sponsor, and its designees may use the entrant's name, city, state, likeness, photo, including Submission, and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

12. Ownership of Submission: Each entrant shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each entrant accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each entrant will indemnify Sponsor, Released Parties, and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

13. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest if any fraud, technical failures, human error, any other factor impairs the integrity or proper functioning of the Contest, 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 Contest, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winner(s) from among all non-suspect, eligible Entries received up to time of such action using the judging procedure outlined above. Sponsor may also modify the prizes offered. In addition, Sponsor reserves the right 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 the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) 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.

14. Limitations of Liability: Released Parties are not responsible or liable for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading,

the processing or judging of Submissions, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) 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 Contest or receipt or use or misuse of any prize. Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission.

15. Disputes: Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest 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 (Orlando Division) 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 Contest, 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 Contest, 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.

16. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy: <https://www.seasons52.com/privacy-notice>.

17. Winner List: A winner list can be requested after winner confirmation is complete by emailing guestrelations@gr.seasons52.com.

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