



## Official Rules for @BigTexasSpring and @BigTexasSouth Giveaways on Twitter

By participating in a Twitter Giveaway (a "Promotion") promoted by @BigTexasSpring and/or @BigTexasSouth (each such Twitter account, a "Business Account") , you agree to these Official Rules, which are a contract, so read them carefully before participating. Without limitation, this contract includes indemnities to the released parties from you and a limitation of your rights and remedies. The contract will refer to you as "you" or "Participant".

The details and requirements for entry or participation in any Promotion shall be provided by the Business Account from time to time, in the discretion of the Business Account. Participants must follow the directions provided by the Business Account and otherwise be bound by and follow these Official Rules to be eligible to receive a prize in connection with any Promotion.

You must be at least 21 years of age to participate in a Promotion. A Participant must have a valid, public (i.e. not "protected") Twitter account and be a follower of the applicable Business Account announcing the Promotion to be eligible to participate. Employees, officers, directors, representatives and agents of any Big Texas entity (listed below) and each of their respective parents, subsidiaries & affiliated companies and their immediate families and those living in their same household, whether or not related, are not eligible for any Promotion. The Business Account will determine giveaway recipients in its sole and absolute discretion, subject to verification of eligibility, receipt of a qualified entry and compliance with these Official Rules and the instructions provided by the Business Account. The time of receipt of any valid entry shall be the time such valid entry becomes available to the Business Account on Twitter.com. The Business Account's computer shall be the official clock of the Promotion. Limit one (1) entry per person and per Twitter account per Promotion. If you have received a prize in connection with a Promotion in the last 30 days, you're not eligible. **TRANSPORTATION TO/FROM VENUE OR ANY OTHER LOCATION, AND ANY LODGING, PARKING, GRATUITIES OR ANY EXPENSES NOT SPECIFIED BY THE BUSINESS ACCOUNT ARE NOT INCLUDED IN ANY PRIZE.** All costs and expenses associated with Prize acceptance and use not specified by the Business Account as being provided, including but not limited to lodging, transportation costs, meals, gratuities and other expenses incurred by accepting the prize are the sole responsibility of the winner. If a Promotion prize recipient is determined to be ineligible, Business Account may, in its sole and absolute discretion, not give away the goods or ticket(s) or may give the goods or ticket(s) to the next eligible follower. You will be required to privately (through Twitter direct message, email, or other secure, private means) provide your name, address, age and other personal information necessary to receive the prize, if you are selected as a Promotion prize recipient. Except for Winner Information (defined below), Business Account will not keep or store your information or use it for any purpose other than sending your giveaway item(s) or providing you information on receiving the item(s). Promotions are subject to all applicable federal, state, provincial, local and municipal laws, rules or regulations and these Official Rules.

**Participants may not take actions that are negligent, injurious or reckless in pursuit of any prize offered in connection with a Promotion. Participants who do not follow this rule or who otherwise participate in a Promotion in an unsportsmanlike manner will be disqualified from the Promotion. Participants are solely responsible for any injuries or other damages that are caused from their behavior. Participants agree to indemnify, release, discharge and hold harmless the Released**

**Parties (defined below) from and against any and all claims, liability, losses, damages or injuries of any kind with respect thereto.**

Each winner of a prize in a Promotion is solely responsible for any and all applicable federal, state, provincial, local and municipal taxes (including income and withholding taxes on any prize), regardless of whether the prize, in whole or in part, is used. The ARV of any prize is based on available information provided to Business Account and the value of any prize awarded to a Promotion winner may be reported for tax purposes as required by law.

By participating in a Promotion, you agrees to (i) be bound by these Official Rules, including all entry requirements provided at the time the Promotion is announced and/or promoted, and (ii) waive any and all claims against Big Texas North in Spring, TX, and Big Texas South in Webster, TX. (Collectively, "**Big Texas**"), each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Business and the owners, general and limited partners, shareholders, directors, officers, employees and agents, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the foregoing entities (collectively, "**Released Parties**") for any injury, damage or loss of any kind that may occur, directly or indirectly, in whole or in part, from participation in the Promotion or from receipt or use of any Promotion prize or any travel or activity related to the Promotion or Promotion prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)). Each winning Participant, by acceptance of prize, grants to Big Texas and the applicable Business and each of its respective designees the right to publicize his/her name, address (city and state/province of residence), photograph, voice, statements and/or other likeness and prize information for advertising, promotional and/or trade and/or any other purpose ("**Winner Information**") in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification, unless prohibited by law. The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of participants or the Released Parties in connection with the Promotion will be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

**BY PARTICIPATING IN A PROMOTION, EACH PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIFTY DOLLARS (\$50.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIFTY DOLLARS (\$50.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) PARTICIPANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.**

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Participants agree to waive any rights to claim ambiguity of these Official Rules. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, privacy policy or terms of use on an applicable website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Big Texas's sole and absolute discretion. Business Account reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Promotion. In the event that the Promotion is challenged by any legal or regulatory authority, Business Account reserves the right to discontinue or modify the Promotion, or to disqualify participants residing in the affected geographic areas. In such event, the Released Parties shall have no liability to any participants who are disqualified due to such an action.