Fleming's Prime Steakhouse & Wine Bar
Thanksgiving With Us Sweepstakes
Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO LEGAL RESIDENTS OF THE UNITED STATES WHO ARE 21 OR OLDER. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **PROMOTION PERIOD:** Fleming's Prime Steakhouse & Wine Bar Thanksgiving with Us Sweepstakes (the "Promotion") begins at 12:00 a.m. ET on November 11, 2024, and ends at 11:59pm on November 15, 2024 (the "Promotion Period").

2. **ADMINISTRATOR AND SPONSOR:** The Promotion shall be administered and sponsored by OS Prime, LLC, ("Sponsor"), 2202 N. Westshore Blvd., 5th Floor, Tampa, FL 33607.

3. **ELIGIBILITY:** The Promotion is open only to legal residents of the fifty (50) U.S. states and D.C., who are twenty-one (21) years of age or older at the time of entry (the "Entrant"). Promotion is subject to all federal, state and local laws and regulations. Employees and their immediate families (i.e., parents, spouse, children, siblings, grandparents, step-parents, step-children and step-siblings and their respective spouses, regardless of where they reside) and members of the same household, whether or not related, of Sponsor, and each of their respective parent companies, affiliated companies, sponsors, subsidiaries, advertising and promotion agencies and third-party fulfillment or judging agencies (collectively, the "Promotion Entities") are not eligible to enter or win the Promotion. Participation in the Promotion 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 this Promotion.

4. **TO ENTER:** During the Promotion Period, Entrant must: 1) follow @flemingssteakhouse and 2) sign up for our Friends of Fleming's email program with the following link https://www.flemingssteakhouse.com/promotions/thanksgiving-sweepstakes . One (1) entry per person during entire Promotion Period. Additional entries will be disqualified. Late entries, or entries sent via any other method will not be accepted. All entries become the sole property of Sponsor, and Sponsor has no obligation to acknowledge receipt of or to return any entry received.

5. **DRAWING/ODDS:** A random drawing held on or about November 16, 2024, in which one winner will be selected from among all eligible entries received during the Promotion Period. Odds of being selected as a winner will depend upon the total number of eligible entries received during the Promotion Period. The random drawing will be conducted by the Sponsor whose decisions are based upon their sole discretion and interpretation of these Official Rules and are final and binding in all respects.

6. **WINNER NOTIFICATION**: The potential winner will be notified by direct message. The potential winner will be required to execute and return to Administrator/Sponsor a notarized Affidavit of Eligibility, a Liability Release, and, except where prohibited by law, a Publicity Release (an "Affidavit/Release") in the form(s) provided to claim his/her prize. The Affidavit/Release must be returned by the date and/or time indicated. If the potential winner cannot be contacted within three (3) business days of the first attempt to contact him/her, OR if the potential winner fails to return the Affidavit/Release within the specified time, OR if any prize or prize notification is returned as undeliverable, OR if the potential winner is found to be ineligible, OR if any potential winner does not comply with the Official Rules or the requests of Sponsor, then the potential winner may be disqualified and an alternate winner selected by Sponsor in its sole discretion in his/her place, at random from among all eligible non-winning entries received by Sponsor for the Promotion.

7. **PRIZE AND APPROXIMATE RETAIL VALUE:** One Grand Prize will be awarded consisting of a three-course dining experience for the winner and 5 guests on Thanksgiving Day (November 28, 2024) at Fleming's Prime Steakhouse & Wine Bar. The dining experience is valid at all Fleming's U.S. locations, valued up to $500. Approximate Retail Value =$500. Winner must follow all directions provided regarding time and location of dining experience which must be confirmed no later than November 20, 2024. Dining experience value must be used in a single visit and no remaining amounts will be rewarded if full value of prize is not redeemed. No substitution of any prize or any portion thereof allowed except, at Sponsor's sole discretion, a prize of equal or greater value may be substituted. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any Prize furnished in connection with the Promotion. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER

EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

8. **PRIZE CONDITIONS:** Terms and conditions regarding the Prize will be provided at the time of receipt of the Prize. In addition to the conditions set out above, at the end of the tax year for which the prize is awarded, prize winner may be issued a Form 1099 equivalent to the retail value of the Prize, for income verification and tax purposes. Prize Winner is advised to seek independent counsel regarding the tax implications of their Prize winnings. In the event it is deemed during the verification process that potential Prize Winner does not have a unique, personal and valid Social Security number for Sponsor to report the tax liability associated with potential Prize Winner's acceptance of the Prize, Prize Winner will be disqualified. Valid Social Security numbers will be determined by IRS requirements. In the event that the potential Prize Winner is disqualified for any reason, Sponsor shall have no liability or obligation to such individual.

9. **GENERAL CONDITIONS:** Should any portion of the Promotion be, in Sponsor's sole discretion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole discretion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right, at its sole discretion, to cancel, terminate, suspend, or otherwise modify the Promotion and conduct the Promotion in a manner which, in its sole discretion, is fair, appropriate, and consistent with these Official Rules. In such event, Sponsor reserves the right to award the Prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right in their sole discretion to disqualify any individual found to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Sponsor reserves the right to disqualify or reject any incomplete, inaccurate, or false entry. **ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION 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 THESE PROVISIONS.**

10. **ACKNOWLEDGEMENT AND RELEASE**: By participating in the Promotion, Entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all respects. By participating in this Promotion, Entrants agree to release and hold harmless the Sponsor, and their officers, directors, managers, employees, parents, subsidiaries, affiliates, agents, members, shareholders, insurers, servants, divisions, predecessors, successors, representatives, dealers, distributors, advertising, promotion, and fulfillment agencies, including consultants and legal advisors (collectively, the "Released Parties") from and against any claim or cause of action for any injuries, including personal injury, death, loss or damage of any kind arising out of participation in the Promotion or receipt, redemption or use of any prize or claims based on right of publicity/right of privacy. By participating in the Promotion, subject to applicable law, winners irrevocably grant the Sponsor and its related companies, the right and permission to use their name, likeness, town or city of residence and/or other biographical material for advertising, promotional and/or publicity purposes in connection with the Promotion, in all forms of media and by all manners (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration except for the awarding of the prize to the winners.

11. **LIMITATIONS OF LIABILITY:** The Released Parties are not responsible for: (i); unauthorized human intervention in any part of the entry process or the Promotion; (ii) electronic or human error which may occur in the administration of the Promotion or the processing of entries; (iii) any injury, damage or loss (including death) to persons or property of any kind, which may be caused, directly or indirectly, in whole or in part, directly or indirectly from Entrant's participation in the Promotion or from the receipt, use or misuse of any prize; (iv) any printing or typographical errors in any Promotion-related materials; (v) stolen, lost, late, misdirected, corrupted, incomplete, or otherwise indecipherable entries; or (vi) technical failures of any kind, including but not limited to the malfunctioning of any computer, mobile device, cable, network, hardware or software.

12. **DISPUTES:** Please read this section carefully. It affects Entrant's rights and will have a substantial impact on how claims Entrant and Sponsor have against each other are resolved. Except where prohibited, Entrant agrees that: (1) whenever Entrant has a disagreement with Sponsor arising out of, connected to, or in any way related to these Official Rules and/or the Promotion, Entrant will send a written notice to Sponsor ("Demand"). Entrant agrees that the requirements of this section will apply even to disagreements that may have arisen before Entrant participated in the Promotion. Entrant must send any Demand to the following address (the "Notice Address"): Bloomin' Brands,

Inc., Attn: Chief Legal Officer, 2202 N. West Shore Blvd., Suite 500, Tampa, FL 33607; (2) Entrant will not take any legal action, including filing a lawsuit or demanding arbitration, until ten (10) business days after Entrant sends this Demand. If Sponsor does not resolve this disagreement to Entrant's satisfaction within ten (10) business days, and Entrant intends on taking legal action, Entrant agrees that Entrant will file a demand for arbitration with the American Arbitration Association (the "AAA"). Please note that for any such filing of a demand for arbitration, Entrant must affect proper service under the rules of the AAA, and that notice to the Notice Address may not suffice. If, for any reason, the AAA is unable to provide the arbitration, Entrant may file his/her case with any national arbitration company. The arbitrator shall apply the AAA Consumer-Related Disputes Supplementary Procedure as effective September 15, 2005. Entrant agrees that the arbitrator will have sole and exclusive jurisdiction over any dispute Entrant has with Sponsor. Entrant understands that the Federal Arbitration Act allows for the enforcement of arbitration agreements, and Entrant agrees that it applies; (3) Entrant will not file any lawsuit against Sponsor in any state or federal court. Entrant waives any right to a trial by a jury or a state or federal judge. Entrant agrees that if Entrant does sue Sponsor in state or federal court, and Sponsor brings a successful motion to compel arbitration, Entrant must pay all fees and costs incurred by Sponsor in court, including reasonable attorney's fees. Entrant will not file a class action or collective action against Sponsor, and Entrant will not participate in a class action or collective action against Sponsor. Entrant will not join his/her claims to those of any other person; (4) Notwithstanding any other provision in these Official Rules, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into. Any dispute at that time in arbitration will be dismissed without prejudice and refiled exclusively in the United States District Court for the Middle District of Florida, Tampa Division, or in the Circuit Court in and for Hillsborough County, Florida. Under no circumstances does Entrant or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration; (5) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (6) 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 Promotion, 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. **PRIVACY POLICY:** Information collected from Entrants is subject to Sponsor's Privacy Policy, located at https://www.flemingssteakhouse.com/privacy-policy

This promotion is in no way sponsored, endorsed, or administered by, or associated with Instagram.