

## **Portillo's National Hot Dog Day Social Media Scavenger Hunt – July 18, 2018**

National Hot Dog Day is July 18, 2018, and Portillo's is hosting a social media scavenger hunt on our official Twitter (@portilloshotdogs) and Instagram (@portilloshotdogs) accounts! Clues will lead participants around the beautiful City of Chicago on July 18, 2018, to find our Hot Dog and be eligible to receive a Portillo's gift card on July 18, 2018.

### **Portillo's Scavenger Hunt Official Rules ("Official Rules")**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT DOES NOT INCREASE YOUR CHANCE OF WINNING.**

**BY PARTICIPATING IN THE SCAVENGER HUNT, PARTICIPANT AGREES TO THESE OFFICIAL RULES.**

1. **SPONSOR AND ADMINISTRATOR.** Portillo's Hot Dogs, LLC, 2001 Spring Road, Suite 400, Oak Brook, IL 60523.
2. **ELIGIBILITY.** The Portillo's National Hot Dog Day Social Media Scavenger Hunt (the "Scavenger Hunt") is open only to legal residents of the 50 United States and the District of Columbia, who are at least 18 years of age at the time of the Scavenger Hunt, or who have a parent/legal guardian accompany them. Void where prohibited by law. No purchase necessary to enter the Scavenger Hunt. Employees of Portillo's Hot Dogs, LLC (the "Sponsor") or any of its parent companies, respective affiliates, subsidiaries, advertising agencies, agents, successors, assigns, directors, officers, or any other company or individual involved with the design, production, execution or distribution of the Scavenger Hunt (collectively with the Sponsor, the "Sponsor Entities") and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members of each such employee are not eligible to win. The Scavenger Hunt is subject to all applicable federal, state, municipal and local laws and regulations. Participation in the Scavenger Hunt constitutes the participant's full and unconditional agreement to and acceptance of these Official Rules (the "Rules") and Sponsor's decisions, which are final and binding in all matters related to the Scavenger Hunt. Receiving a Prize is contingent upon fulfilling all requirements set forth herein.

**THIS SCAVENGER HUNT IS IN NO WAY SPONSORED, ADMINISTERED, OR ASSOCIATED WITH TWITTER OR INSTAGRAM, INC.**

3. **SCAVENGER HUNT OBJECTIVE.** In honor of National Hot Dog Day 2018, we want participants to use clues posted on Sponsor's official Twitter and Instagram accounts to locate our Hot Dog at famous Chicago locations throughout the day on July 18, 2018. Participants who successfully locate us are eligible to receive a Portillo's gift card.
4. **SCAVENGER HUNT PERIOD.** The Scavenger Hunt will take place on July 18, 2018, starting at 10:30 am through 4:00 pm Central Time (the "Scavenge Hunt Period"). Sponsor's clock is the official Scavenger Hunt clock.

5. HOW TO PARTICIPATE. Participants will receive clues as to our location on Portillo's official Twitter and Instagram pages. The first 10 people at each location to find the Hot Dog and mention the Scavenger Hunt will receive a Prize. Participants must fulfill all Scavenger Hunt requirements to be eligible to win a Prize. Entries by any method other than set forth in this Paragraph 5 are void.

**LIMIT: No more than 1 Prize per person during the Scavenger Hunt Period.**

6. SCAVENGER HUNT RULES. Scavenger Hunt participants will receive clues on Portillo's official Twitter and Instagram pages revealing the location of our Hot Dog in Chicago. Participants must follow the clue to locate the Hot Dog at the Chicago location within the Scavenger Hunt Period, and mention the Scavenger Hunt to receive a Prize. Sponsor reserves the right in its sole discretion to disqualify from the Scavenger Hunt any participant that, in its sole discretion, refers, depicts, or in any way reflects negatively upon Sponsor, a Sponsor Entity, the Scavenger Hunt, or any other person or entity, or does not comply with the Rules.
7. PRIZES. One Hundred (100) \$10 Portillo's Gift Cards. Approximate Retail Value ("AVR") of the Gift Card is \$10 each, and Total AVR for all Prizes available is \$1,000.

PHD Card Services, LLC Gift Card terms and conditions will apply to all Prizes.

8. PRIZE RESTRICTIONS. Limit one per participant. Any depiction of Prizes is for illustrative purposes only. Prizes are not redeemable for cash or transferable. No substitutions allowed, except at Sponsor's sole discretion a prize of equal or greater value may be substituted. All Prizes will be awarded provided a sufficient number of Participants locate the Hot Dog during the Scavenger Hunt Period. Unclaimed Prizes will not be awarded.

Sponsor reserves the right to withhold delivery of the Prize if Winner does not comply with these Rules, and the Prize may be forfeited, in Sponsor's sole discretion, by Winner's noncompliance.

9. ODDS. Odds of receiving a Prize depend on the number of participants in the Scavenger Hunt during the Scavenger Hunt Period.
10. WINNERS. Winners will receive their Prize upon finding the location of the Hot Dog and complying with the rules herein. Sponsor Entities will not replace any lost, mutilated, or stolen Prize(s). The Sponsor's decisions are final and binding in all matters related to the Scavenger Hunt. Disqualification and the selection of an alternate Winner may result from any of the following: (1) inappropriate, illegal, offensive, disparaging, or other misconduct while participating in the Scavenger Hunt; or (2) any other non-compliance with the Rules. Alternate Winners may be selected in the sole discretion of the Sponsor. Winner is solely responsible for any and all expenses and taxes related to acceptance and use of the Prizes, and for complying with any applicable federal, state and/or local laws and regulations applicable to the Prize awarded.
11. PUBLICITY: Except where prohibited by law, participation in the Scavenger Hunt constitutes Participant's full and unlimited consent to Sponsor's and its agents' use of Participant's name, address (city and state only), likeness, photograph, voice, and Prize information and/or statements about the Scavenger Hunt for any publicity, advertising

and promotional purposes without additional compensation, notification, or permission, all at the Sponsor's sole discretion.

12. **LIMITATIONS OF LIABILITY:** Sponsor Entities are not responsible for: (1) any participant's inability to locate the Hot Dog based on the clue; (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 Scavenger Hunt; (4) technical or human error which may occur in the administration of the Scavenger Hunt; or (5) any injury, illness or damage to persons or property, including bodily injury and death, which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Scavenger Hunt or receipt or use or misuse of any Prize or from interaction with, or downloading of, Scavenger Hunt information, and participant agrees to waive any claims therefor. Participant further agrees and acknowledges that Sponsor reserves the right to forfeit or award any unclaimed or leftover Prize at its sole discretion.

BY PARTICIPATING IN THE SCAVENGER HUNT, EACH PARTICIPANT SPECIFICALLY RELEASES PORTILLO'S HOT DOGS, LLC, ITS AFFILIATES, SUBSIDIARIES, AND PARENT COMPANIES, OFFICERS, DIRECTORS, MEMBERS, AND EMPLOYEES FROM ANY AND ALL LIABILITIES ASSOCIATED WITH THE SCAVENGER HUNT.

13. **DISPUTES/GOVERNING LAW:** By entering the Scavenger Hunt, participants agree that all disputes, claims and causes of action arising out of or relating to the Scavenger Hunt will be resolved solely through binding arbitration, and participants waive the ability to bring claims in a class action format. Illinois law will apply to any disputes, without regard to conflict of laws provisions therein. Any awards or judgments shall be limited to actual out-of-pocket costs incurred, but in no event shall include attorneys' fees. Under no circumstances shall any participant be permitted to obtain an award for, and participant hereby waives all rights to claim any punitive, incidental, or consequential damages and any and all rights to have damages multiplied or otherwise increased.

14. **GENERAL CONDITIONS:** Each participant by participating in the Scavenger Hunt agrees that: (1) he/she has all rights, permissions and consents necessary to grant the rights to Sponsor as expressed herein; (2) he/she will abide by and be bound by the Rules, Portillo's Gift Card terms and conditions, and Sponsor's decisions and Privacy Policy; (3) in the event of viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism, or other matters beyond the Sponsor's reasonable control, that corrupt, prevent or impair the administration, security, fairness or proper play of the Scavenger Hunt, so that it cannot be conducted as originally planned, the Sponsor has the right to cancel, modify, terminate, or suspend the Scavenger Hunt; and in such event, to select Winners by such method as Sponsor in its sole discretion shall consider equitable; (4) the Sponsor Entities are not responsible for typographical or other errors in the offer or administration of the Scavenger Hunt, including but not limited to: errors in the advertising, Rules, selection and announcement of Winners and distribution of the Prizes; (5) any portion of any Prize not accepted or used by any Winner will be forfeited; (6) the Sponsor Entities are not responsible for any inability of any Winner to accept or use any Prize, or any portion of a Prize, for any reason; (7) Sponsor has the right to disqualify any individual

found to be: (a) tampering or attempting to tamper with the Scavenger Hunt process or the operation of the Scavenger Hunt; (b) violating the Rules; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Scavenger Hunt property or service; or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; (8) Sponsor has the right to lock out a participant whose eligibility is in question or who has been disqualified or is otherwise ineligible to participate in the Scavenger Hunt; (9) since any attempt by a participant to deliberately alter or damage the website or undermine the legitimate operation of the Scavenger Hunt is a violation of criminal and civil laws, Sponsor shall have the right to seek damages from any such participant to the fullest extent permitted by law; (10) the Sponsor Entities are not responsible if an element of the Prize becomes unavailable for any reason, and in such case, Winner will be provided a Sponsor-selected substitute of equal or greater value; and (11) Prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).

15. Official Rules: The Official Rules are available on this site throughout the Scavenger Hunt Period. To request a copy of the Official Rules, write to "Portillo's National Hot Dog Day Scavenger Hunt", Portillo's Hot Dogs, LLC, 2001 Spring Rd., Suite 400, Oak Brook, IL 60523.