

PORTILLO'S HOT DOGS "STARTING THE SCHOOL YEAR SWEET" SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE'S CHANCES OF WINNING.

BY ENTERING THE SWEEPSTAKES, ENTRANT AND ELIGIBLE EDUCATOR AGREE TO THESE OFFICIAL RULES.

1. SPONSOR and ADMINISTRATOR: Portillo's Hot Dogs, LLC, 2001 Spring Rd., Suite 400, Oak Brook, IL 60523.

2. ELIGIBILITY: "Starting the School Year Sweet" Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (including the District of Columbia), who are at least eighteen (18) years old at the time of Entry. No purchase necessary to enter the Sweepstakes. Employees of Portillo's Hot Dogs, LLC (the "Sponsor" or "Administrator") or any of its respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production, execution or distribution of the Sweepstakes (collectively, with Sponsor and Administrator, the "Sweepstakes Entities" or "Releasees") 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 enter or win. The Sweepstakes is subject to all applicable federal, state, municipal and local laws and regulations and is void where prohibited. Participation constitutes an Entrant's and Eligible Educator's full and unconditional agreement to these Official Rules ("the Rules") and Administrator'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.

3. SWEEPSTAKES PERIOD: The Sweepstakes begins on September 15th, 2020, at 12:01 AM Central Time ("CT") and ends on October 12th, 2020, at 11:59:00 PM CT (the "Sweepstakes Period"). Official time will be kept on www.portillos.com.

4. ENTRY: There are two (2) ways to enter the Sweepstakes during the Sweepstakes Period: (1) visit <https://portillos.com/schoolyearsweeps>, create a Portillo's account, and follow the instructions to complete the form and nominate a teacher, principal, librarian, aide, or other school staff member currently employed by and working at a school (public, private, charter, or magnet accredited schools are eligible), who you believe is deserving of a Prize ("Eligible Educator"). Eligible Educators may **not** nominate themselves. Every person submitting an entry ("Entrant") and all Eligible Educators must meet eligibility requirements in Section 2. All submissions must include the first and last name, and valid email address of the Entrant, the first and last name of the Eligible Educator, valid email address of the Eligible Educator, grade level taught and/or position at the school, the name, city, and state of the school employing the Eligible Educator, and a brief description of why the Eligible Educator is deserving of a Prize;

OR (2) print first and last name, and valid email address of the Entrant, the first and last name of the Eligible Educator, valid email address of the Eligible Educator, grade level taught and/or position at the school, the name, city, and state of the school employing the Eligible Educator, and a brief description of why the Eligible Educator is deserving of a Prize, on a piece of paper and mail in a #10 envelope to:

“Starting the School Year Sweet” Sweepstakes, Portillo’s Hot Dogs, LLC, 2001 Spring Rd., Suite 400, Oak Brook, IL 60523, postmarked no later than October 12th, 2020, and received by Sponsor no later than October 15th, 2020. It is each Entrant’s and/or Eligible Educator’s sole responsibility to notify the Sponsor if Entrant’s or Eligible Educator’s contact information changes after submitting the Entry.

Regardless of the method of entry, there may not be more than one Entry per person per Email address per day. Entries by any method other than set forth above in Paragraph 4 are void. Any use of automated or programmed methods of effecting Entry is prohibited. Open only to persons who are, as of the date of Entry, 18 years of age or older and not employees of the Sponsor and Administrator, nor members of their households or immediate families.

5. PRIZES: Fifty (50) Winners will receive: One Portillo’s Chocolate Cake (“Prize”). Approximate Retail Value (“AVR”) of each Prize is \$21.

Total AVR of all Prizes available in this Promotion is \$1,050 USD.

All winners hereinafter referred to as a “Winner” or collectively as “Winners.”

6. PRIZE RESTRICTIONS: Limit one Prize per household. Any depiction of Prizes is for illustrative purposes only. Prizes are not redeemable for cash or transferable. No substitutions are allowed, except, at Sponsor’s sole discretion, a prize of equal or greater value may be substituted. Winner is solely responsible for any and all expenses and taxes related to acceptance and use of the Prize.

All Prizes will be awarded provided a sufficient number of eligible Entries are received during the Sweepstakes Period and Prizes validly claimed by no later than October 31st, 2020, after which date no alternate Winners will be selected, nor unclaimed Prizes awarded.

Winner is solely responsible for complying with any applicable federal, state and/or local laws and regulations applicable to the Prize awarded. Sponsor reserves the right to withhold delivery of the Prize if Winner does not comply with the above requirements, and the Prize may be forfeited, in Sponsor’s sole discretion, by Winner’s such noncompliance. Winners must comply with any school or governmental rules and regulations concerning acceptance of a Prize.

7. ODDS: Odds of winning the Sweepstakes depend on the total number of eligible Entries received during the Sweepstakes Period.

8. SELECTION OF WINNERS: All Entries for Sweepstakes must be received during the applicable Sweepstakes Period as specified in Paragraph 3 of these Rules. The Administrator will conduct the random drawing for the Sweepstakes as set forth below to select the potential Winners and any alternates from all eligible Entries received for the Sweepstakes. The drawing for the Sweepstakes will be held on or about October 15th, 2020.

9. WINNERS: Potential Winners will be notified by email on or about two (2) business days after the applicable drawing date. Winners are subject to verification by Administrator and must execute an Affidavit of Eligibility/Liability/Publicity Release and W-9 (if applicable) within three (3) business days

from the date of emailing the Affidavit to potential Winner. Sponsor's decisions are final and binding in all matters related to the Sweepstakes. Disqualification and the selection of an alternate Winner may result from any of the following: [1] the return of any email notification or Prize as undeliverable; [2] potential Winner's failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release within three (3) business days from the date of emailing or mailing the Affidavit to potential Winner; [3] potential Winner's failure to validly claim any Prize by October 31st, 2020; and [4] any other non-compliance with the Rules. Alternate winners will be selected in the sole discretion of Sponsor. All taxes and other expenses associated with claiming the Prize are solely the responsibility of each Winner. In accordance with IRS regulations, each Winner will receive an IRS Form 1099 and must provide Administrator with his/her Social Security Number. Winner must provide a valid form of identification to Administrator to claim the Prize. All identification presented is subject to acceptance by Administrator in its sole discretion. Identification that is counterfeit, illegible, tampered with, or otherwise altered, will not be accepted.

10. **PRIVACY POLICY/DATA COLLECTION:** Information provided by Entrants and Eligible Educators under this Sweepstakes is subject to Sponsor's privacy policy located at www.portillos.com/service/privacy ("Privacy Policy").

11. **PUBLICITY:** Except where prohibited by law, participation in the Sweepstakes constitutes the Entrant's and Winner's consent to Sponsor's and its agents' use of Entrant's and Winner's (and authorized representative of a winning school) name, address (city and state only), school name and location, likeness, photograph, voice, and prize information and/or statements about the promotion for any publicity, advertising and promotional purposes without additional compensation.

12. **LIMITATIONS OF LIABILITY:** Releasees are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrant's or Eligible Educator's printing error 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 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; 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 Entrant's and/or Eligible Educator's participation in the Sweepstakes or receipt or use or misuse of any Prize or from interaction with, or downloading of, computer Sweepstakes information, and Entrant and Eligible Educator agrees to waive any claims therefor. If for any reason an Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant and Eligible Educator's sole remedy is another Entry in the Sweepstakes, provided that if it is not possible to award another Entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible Entries received up to the date of discontinuance for any or all of the Prizes offered herein. Entrant and Eligible Educator further agree and acknowledges that Sponsor reserves the right to forfeit or award any unclaimed or leftover Prize at its sole discretion.

13. DISPUTES/GOVERNING LAW: By entering the Sweepstakes, Entrants and Eligible Educators agree that all disputes, claims and causes of action arising out of or relating to the Sweepstakes will be resolved solely through binding arbitration, and Entrants and Eligible Educators waive the ability to bring claims in a class action format. Illinois law will apply to any disputes, without regard to conflict of law 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 Entrant or Eligible Educator be permitted to obtain an award for, and Entrant and Eligible Educator hereby waive 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 Entrant and Eligible Educator by entering the Sweepstakes 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 Official Rules, Portillo's Gift Card terms and conditions, and Sponsor's decisions and Privacy Policy; [3] the Entry becomes the sole property of the Sponsor and will not be acknowledged or returned; [4] 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 Sweepstakes, so that it cannot be conducted as originally planned, the Sponsor has the right to cancel, modify, terminate or suspend the Sweepstakes; and in such event, to select winners by such method as Sponsor in its sole discretion shall consider equitable; [5] the Releasees are not responsible for typographical or other errors in the offer or administration of the Sweepstakes, including but not limited to: errors in the advertising, Rules, selection and announcement of Winners and distribution of the Prizes; [6] any portion of any Prize not accepted or used by any Winner will be forfeited; [7] the Releasees are not responsible for any inability of any Winner to accept or use any Prize, or any portion of a Prize, for any reason; [8] Sponsor has the right to disqualify any individual found to be: (a) tampering or attempting to tamper with the Entry process or the operation of the Sweepstakes; (b) violating the Rules; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Sweepstakes property or service; or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; [9] Sponsor has the right to lock out an Entrant or Eligible Educator whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter the Sweepstakes; [10] since any attempt by an Entrant or Eligible Educator to deliberately alter or damage the Website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws, Sponsor shall have the right to seek damages from any such Entrant and Eligible Educator to the fullest extent permitted by law; [11] the Releasees 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 [12] 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. WINNERS LIST: For a list of Winners, available after the Sweepstakes Period has ended, send a self-addressed, stamped envelope to: "Starting the School Year Sweet" Sweepstakes Winners List, Portillo's Hot Dogs, LLC, 2001 Spring Rd., Suite 400, Oak Brook, IL 60523. VT residents may omit return postage. Write for winners within 30 days of drawing date.

16. Official Rules: The Official Rules are available on this site throughout the Sweepstakes Period. To request a copy of the Official Rules, write to "Starting the School Year Sweet" Sweepstakes, Portillo's Hot Dogs, LLC, 2001 Spring Rd., Suite 400, Oak Brook, IL 60523.