

PORTILLO'S HOT DOGS "MY PORTILLO'S MOMENT" CONTEST OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.

ARBITRATION NOTICE: BY ENTERING, YOU AGREE THAT DISPUTES BETWEEN YOU AND ANY CONTEST ENTITY WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A JURY TRIAL, CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. See Disputes provision.

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK, INSTAGRAM, TWITTER (X), TIKTOK, AND/OR ANY OTHER SOCIAL MEDIA PLATFORM. BY PARTICIPATING IN THIS CONTEST, YOU AGREE TO A COMPLETE RELEASE OF FACEBOOK, INSTAGRAM, TWITTER (X), TIKTOK, AND ANY OTHER SOCIAL MEDIA PLATFORM, FROM ANY CLAIMS.

THE FOLLOWING CONTEST IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. DO NOT ENTER THIS CONTEST UNLESS YOU ARE ELIGIBLE AND A LEGAL RESIDENT OF THE UNITED STATES AT THE TIME OF ENTRY.

BY ENTERING THE CONTEST, ENTRANT AGREES TO THESE OFFICIAL RULES.

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

2. ELIGIBILITY: "My Portillo's Moment" Contest (the "Contest") 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 (eligible "Entrant"). Void where prohibited by law. Employees of Portillo's Hot Dogs, LLC (the "Sponsor") 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 Contest (collectively, with Sponsor, the "Contest 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 Releasees are not eligible to enter or win. The Contest is subject to all applicable federal, state, municipal and local laws and regulations. Participation constitutes an Entrant's full and unconditional agreement to these Official Rules ("the Rules"), Sponsor's Privacy Policy (see Section 13), and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a Prize is contingent upon fulfilling all requirements set forth herein.

3. CONTEST TIMING: Contest submissions are open between 12:01 AM Central Time ("CT") on October 28, 2024 and 11:59:00 PM CT on November 17, 2024 (the "Contest Entry Period"). See Sections 5, 6, 7, and 8 for additional information on Winners Prizes.

4. ENTRY: During the Contest Entry Period, Sponsor invites Entrants to submit a video between ten (10) and sixty (60) seconds in length, featuring an actual Portillo's restaurant, food, and/or packaging and capturing the excitement of the Portillo's experience. Entrants may not create and feature their own Portillo's packaging, food, or merchandise in the video. There are four (4) ways to enter:

- **Via Instagram:** Entrant may enter via Instagram by posting the video with the hashtag #myportillos and tagging @portilloshotdogs to receive one (1) entry ("**Instagram Entry**") into the Contest.
- **Via TikTok:** Entrant may enter via TikTok by posting the video with the hashtag #myportillos and tagging @portilloshotdogs to receive one (1) entry ("**TikTok Entry**") into the Contest.
- **Via Webform:** Entrant may enter via webform at <https://app.viralsweep.com/contest/full/c4a4b4-191949?framed=1>, by uploading the video and completing the form to receive one (1) entry ("**Webform Entry**") into the Contest.
- **Via Mail** (no purchase required): Entrant may enter without posting a video on Instagram, TikTok, or Webform, by legibly hand-printing Entrant's full name, phone number and valid email address on a piece of paper and mailing it with the Entry, in a separate stamped envelope with sufficient postage to be mailed to My Portillo's Moment Contest, Portillo's

Hot Dogs, LLC, 2001 Spring Rd., Suite 400, Oak Brook, IL 60523 to receive one (1) entry (“**Mailed Entry**”) into the Contest. All Mailed entries must be postmarked during the Contest Entry Period to be eligible and received no later than November 20, 2024. It is each Entrant’s sole responsibility to notify the Sponsor if his or her contact information (email address or phone number) changes after submitting the Entry. Mechanically reproduced or automated mailed entries are not eligible. Incomplete and/or inaccurate Mailed Entries are void.

Instagram Entries, TikTok Entries, Webform Entries and Mailed Entries will be collectively referred to as “**Entry**” or “**Entries**”.

Entrant must have a public Instagram account to enter via Instagram. Entrant must have a public TikTok account to enter via TikTok. Potential winners may be required to show proof of being the authorized account holder of the Instagram, TikTok or account associated with the Entry (if applicable or requested by Sponsor). All Entries must be completed and submitted during the Contest Entry Period to be eligible to win. The person uploading or mailing in the Entry will be deemed the Entrant. In the event of a dispute as to the identity of an Entrant, the authorized account holder of the Instagram, TikTok, or email address on the Webform Entry or Mailed Entry at the time of Entry will be deemed the Entrant. "Authorized account holder" of an Instagram or TikTok Entry, or email address (for Webform Entries and Mailed Entries) is defined as the person who is responsible for joining the applicable site and who manages the email address associated with the Instagram or TikTok account, or the email address (for Webform Entries and Mailed Entries) account itself. The "authorized account holder" of an email address is the natural person 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. Any Entry must be complete and comply with these Rules to be eligible. Sponsor has the sole discretion to determine whether an Entry meets all Rule requirements and qualifies as an Entry. Any Entry not in compliance with the above, and which does not meet the requirements of these Official Rules, may be disqualified in Sponsor’s sole discretion. Participation is subject to disqualification of all Entries, if multiple social media or email accounts are used by the same person. Internet/phone access and usage/data charges imposed by Entrants’ online/mobile service may apply.

From time to time during the Contest, Sponsor may feature Entries on its Website, in Sponsor’s social media pages and channels, and/or in Sponsor’s emails (“Featured Entry”), in Sponsor’s sole discretion. Being selected as a Featured Entry is unrelated to the Contest Judging and does not guarantee selection as a Winner in the Contest nor does it entitle the Featured Entrants to any compensation or prize.

5. ENTRY GUIDELINES:

- All Entries must be submitted and recorded within the Contest Entry Period. The Sponsor’s computer is the official timekeeping device for this Contest.
- You may enter multiple Entries per entry method into the Contest, as long as the same (or substantially similar) Entry is not submitted more than once.
- Your Entry must include an actual Portillo’s restaurant, food, and/or packaging and should capture the excitement and passion Portillo’s fans have for the Portillo’s brand, food, and restaurants. Entrants may not create and feature their own Portillo’s packaging, food, or merchandise in the video.
- Your Entry should be clear, with good visual quality, not blurry, out of focus, or of low resolution.
- Your Entry should not have text overlaid or include gifs.
- Entrants can enter multiple videos for submission, but only one video per Winner will be selected.
- Your Entry must not infringe on any third party’s trademark, as determined by Sponsor in its sole discretion.
- Entries cannot defame, misrepresent or contain disparaging remarks about Sponsor or any of its products, or other people, products or companies or communicate messages inconsistent with the positive images and/or goodwill to which Sponsor associates in Sponsor’s sole discretion.
- Entries must be suitable for family audiences, in the sole determination of Sponsor. Without limitation, Entries shall not contain any content that is or contains: unlawful behavior, profanity, explicit sexuality, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or is hatefully, racially, ethnically or otherwise offensive or objectionable
- Entries must not contain political references or content.

Sponsor reserves the right to monitor or screen Entries prior to posting them to its website or social media channels, in its sole discretion. By entering, Entrant acknowledges that Entry may be posted on social

media, in emails, or on the website, in Sponsor's sole discretion. Sponsor has no obligation to use or post any Entry submitted. Sponsor shall have full right and power to copy, publish, broadcast, display, distribute, use, edit, translate, alter, combine with other material, reuse, adapt and/or commercialize any or all portions of the Entries in any way and for any purpose whatsoever, at any time, now or in the future, in any media now known or hereafter devised throughout the world. Entries that are not in accordance with the guidelines as stated herein or are not received during the Contest Entry Period will be ineligible, in Sponsor's sole discretion.

By submitting an Entry, Entrant warrants, represents, and covenants (as applicable), and agrees to produce written evidence of such if requested, that: (a) the Entry is your original work and is not created or enhanced by artificial intelligence; (b) the Entry has not been previously published; (c) the Entry has not received previous awards; (d) the Entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) that publication of the Entry via various media including web posting, will not infringe on the rights of any third party; and (f) the Entry is submitted by or with the permission of all persons (living or deceased), venues and/or business entities who worked on or contributed to the Entry, who are referenced or depicted (directly or indirectly) in the Entry by name, likeness, voice, image or any other information or indicia of persona or who otherwise have any right, title and interest in and to the Entry or any part thereof, and all such persons, venues, and/or business entities have provided their written consent to submission of the Entry and its use pursuant to the Rules. Entrants will indemnify and hold harmless, Sponsor and Contest Entities from any claims to the contrary. Any Entry that, in the sole opinion of Sponsor, is deemed to be inappropriate for publication is ineligible. Incomplete, illegible, false, deceptive or garbled Entries are not eligible.

6. CONTEST JUDGING: Entries will be judged by a panel of judges, selected by Sponsor, in its sole discretion ("Contest Judges"), whose decisions are final and binding in all matters relating to this Contest. Entries will be judged on the following criteria (collectively "Contest Criteria"):

- Quality of video
- Inclusion Portillo's restaurant, food, and/or packaging
- Capturing the experience of Portillo's
- Integration of Portillo's into the video
- Originality, cuteness and/or humor of the video
- Creative, unique, and Portillo's-worthy. Show us that Portillo's passion and impress us!
- Video is unpublished and not submitted in any other contest, promotion, or competition

The Contest Judges will select the top ten (10) Entries based on the Contest Criteria on November 18 & 19, 2024, and announce the ten (10) Winners on or about November 19, 2024. Each Entrant acknowledges and agrees that nothing in these Official Rules will require Sponsor to use any Entry in whole or in part.

At the conclusion of the Contest, the ten (10) Winners will be shared publicly and receive the Prizes, including possibly being featured in a Portillo's television advertising campaign. Any or all Entries may be featured or placed on Sponsor's website or social media channels at any time and/or any number of times, in Sponsor's sole discretion. All Entries are proprietary to Sponsor, and Entrants and Winners have no rights or claims in same.

7. WINNERS NOTIFICATION: Winners will be notified by phone, email and/or social media message on or about November 22, 2024, and will be required to respond to the notification within forty-eight (48) hours indicating whether he/she can accept a Prize. If no response is received within the allotted time, an alternate Winner may be selected in Sponsor's sole discretion. Sponsor is not responsible for any change in Entrant's email, mailing address, social media account and/or telephone number. If attempted notification is returned as undeliverable or not responded to within the allotted time, if Winner cannot be verified, if Winner is otherwise unable to accept the Prize as stated, or if Winner is otherwise disqualified, Prize will be forfeited and may be awarded to an alternate Winner who will be selected from among all remaining eligible Entries. Winners will be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, Publicity Release within ten (10) days of Prize notification.

Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to Entrants. By accepting a Prize, Winner agrees that his/her Entry will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the Winner irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her Entry, including all

but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that Winner may now or later have to his/her Entry. Sponsor reserves the right to alter, change or modify the winning Entry, in whole or in part, in its sole discretion. Upon request of Sponsor, Winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Entry and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the assignment.

8. PRIZE DETAILS:

- A. Prizes (10):** Ten (10) Winners will each receive Portillo's for a year in the form of an \$800 Portillo's e-Gift card. Winning Entries may also be featured in a Portillo's television advertising campaign in Sponsor's sole discretion. Approximate Retail Value ("ARV") of each Winner Prize is \$800 (\$800 Portillo's e-Gift cards), and the total ARV of all Finalist Prizes in this Contest is \$8,000. PHD Card Services, LLC Gift Card terms and conditions will apply to all Prizes.

All winners referred to as a "Winner" or collectively as "Winners." Prizes referred to each as a "Prize" or collectively as the "Prizes."

9. PRIZE RESTRICTIONS: Limit one (1) 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, in 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 (as applicable). Winner must have a valid email address in order to win and receive the Portillo's eGift Card.

All Prizes will be awarded provided a sufficient number of eligible Entries are received during the Contest Entry Period and Prizes are validly claimed by no later than December 22, 2024, 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 noncompliance.

Any difference between stated value and actual value of Prizes will not be awarded. Total guaranteed ARV of all prizes is \$8,000. Except as specifically provided herein, Winners are not entitled to any proceeds from Sponsor's use of the Entry, or any adaptation thereof, now or in the future, in the U.S. or throughout the world.

10. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by Sponsor or Contest Entities resulting from Entrant's participation in or attempt to participate in the Contest or ability or inability to upload or download any information in connection with the Contest. No responsibility or liability is assumed by Sponsor or Contest Entities for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, cable, satellite, network, electronic, Internet connectivity or other online or network communication problems; errors or limitations of any Internet service providers, servers, hosts or other providers; garbled, jumbled or faulty data transmissions; failure of any online transmissions to be sent or received; lost, late, delayed or intercepted transmissions; inaccessibility of the website in whole or in part for any reason; traffic congestion on the internet or the website; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, or worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. Sponsor and Contest Entities are not responsible for any printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing of votes or Entries, the judging of Entries, the announcement of the Prizes or in any Contest-related materials. Use of Sponsor's website is at Entrant's and user's own risk. Sponsor and Contest Entities are not responsible for any personal injury or property damage or losses of any kind

which may be sustained to Entrant or user's or any other person's computer or video equipment resulting from participation in the Contest.

By participating in the Contest, Entrants agree (a) to release Sponsor and the Contest Entities from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Contest, and infringement of the entrant's Entry; (b) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all 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 (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. By accepting any Prize, Winner (i) agrees that Sponsor and Contest Entities, participating retailers, and all of their respective officers, directors, employees, representatives and agents, Facebook, Inc., Twitter, Inc., and YouTube will have no liability whatsoever for, and shall be held harmless by Winner against any liability for injuries, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from participation in the Contest; from acceptance, possession, misuse or use of any Prize and (ii) grants (and agrees to confirm grant in writing promptly upon request) to Sponsor and those acting under Sponsor's authority, and each of their respective designees the right to use his/her name, photograph, likeness, voice, image, statements, biographical information, and Entry (which may be altered, changed, modified, edited, used alone or with other works, as solely determined by Sponsor) at any time or times, for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide, including the Internet without review, notification or approval, and additional compensation or consideration, unless prohibited by law. Sponsor and Contest Entities are not liable in the event that any portion of the Contest is canceled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event").

11. DISPUTES/GOVERNING LAW: By entering the Contest, Entrants agree that all disputes, claims and causes of action arising out of or relating to the Contest will be resolved solely through binding arbitration, and Entrants 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 Entrant be permitted to obtain an award for, and Entrant hereby waives all rights to claim, any punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased.

12. GENERAL CONDITIONS: Once submitted, Entries may not be cancelled or deleted, enhanced, added to, or improved, and will not be returned, if applicable. Winners are solely responsible for any taxes on the Prize, and will receive an IRS Form 1099 for the ARV of the Prize. No substitution of Prize is offered, except at the sole discretion of the Sponsor. No transfer of Prize is permitted. Unclaimed Prizes will not be awarded. If a Prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute Prize with another Prize of equal or greater value. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, and disqualify any individual who is responsible for such action. If terminated, Sponsor may, in its sole discretion, determine the Winners from among all eligible Entries received up to time of such action using the judging procedures outlined herein. This Contest is offered only in the United States and all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of State of Illinois, without giving effect to any choice of law or conflict of law rules. By entering, Entrants consent to the jurisdiction and venue of the federal, state and local courts for DuPage or Cook Counties, Illinois.

Please see the Sponsor's website's privacy policy located at <https://www.portillos.com/service/privacy/> for details of our policy regarding the personal information collected in connection with this Contest.

14. LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THE WEB SITE OR INTERFERE WITH THE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

15. WINNER'S LIST: For the names of the Winners available after the Contest ends, send a self-addressed, stamped envelope to be received by December 22, 2024 to: My Portillo's Moment Contest, Portillo's Hot Dogs, LLC, 2001 Spring Rd., Suite 400, Oak Brook, IL 60523.