



PYRO'S PARTY OFFICIAL RULES

PYRO'S *PARTY Promotion* shall be subject to the following Official Rules. Participation constitutes entrant's full and unconditional agreement to these Official Rules and decisions of Sponsor (as defined in Section 2) which are final and binding in all matters related to the giveaway, and by entering, all participants agree to be bound by the terms and conditions herein. Certain restrictions may apply.

1. Eligibility: PYRO'S Party Promotion is open only to legal residents of the 50 United States (and the District of Columbia). Employees, officers, directors, members and representatives of Sponsor and each of their respective parent companies, subsidiaries and affiliates, as well as the immediate family members (spouse, parents, siblings and children and each of their respective spouses, children and siblings) and those living in the household of same are ineligible to participate in this promotion. Subject to all applicable federal, state and local laws and regulations. Promotion is void outside the 50 United States (and the District of Columbia) and wherever prohibited or restricted by law,

2. Sponsor: The sponsor of this promotion is PYRO'S Fire Fresh Pizza, P.O. Box 381423, Germantown, TN, 38183. ("Sponsor").

3. Timing: Promotion period begins on October 27, 2016 at 3:00:00 p.m. Central Time ("CT") and ends on October 27, 2016 at 6:00:00 p.m. CT ("Entry Period"). The sponsor's computer is the official timekeeping device for the promotion.

4. How to Enter: Participant must be a registered loyalty card member: To register online, visit <https://goo.gl/1jS0K1> ("Entry Page") before or during the Entry Period. All entries must be received by Sponsor during the Entry Period and no later than **October 27, 2016 at 6:00:00 p.m. CT**. Promotion is valid per person. Promotion is redeemable for all members of a party physically present at checkout on the same check as the loyalty card holder. Each person must dine-in. Take-out is exempt from the promotion.

5. Prize: Each registered loyalty card holder is eligible to receive (1) pizza at \$3.00 on October 27, 2016 after 3:00 p.m. CT and before October 27, 2016 at 6:00 p.m. CT.

6. Release: By entering the promotion (and, if applicable, by receipt of prize), each entrant agrees to indemnify, release and hold harmless Sponsor and each of its respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, members, employees, representatives and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the promotion or, for winner, receipt or use or misuse of any prize.

7. Publicity: Except where prohibited, participation in the promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

8. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the promotion, or any part of it, if any fraud, technical failures, administrative issues or any factor impairs the integrity or proper functioning of the promotion, as determined by Sponsor in its sole discretion, and, in such situation, to select the winner from the remaining eligible non-suspect entries received for that prize prior to and/or after such action, or in such manner as deemed fair and appropriate by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. 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 that provision.

9. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the promotion; (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 processor the promotion; (4) technical or human error which may occur in the administration of the promotion or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; and (6) any injury or damage to persons

or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the promotion unless it is not possible to award another entry due to discontinuance or completion of the promotion. No more than one prize will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the one prize by a random drawing among all legitimate, un-awarded, eligible prize claims.

10. Disputes: Each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this promotion or any prize awarded against one or more of the Released Parties shall be resolved individually, without resort to any form of class action, (2) any and all claims, judgments and awards against one or more of the Released Parties shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this promotion, but in no event attorneys' fees; and (3) 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 Tennessee, Alabama, and Mississippi, without giving effect to any choice of law or conflict of law rules (whether of the State of Tennessee, Alabama, Mississippi, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Tennessee, Alabama or Mississippi. By entering, entrants consent to the jurisdiction and venue of federal, state and local courts located in Memphis, Tennessee, Cordova, Tennessee, Collierville, Tennessee, and Tuscaloosa Alabama.

11. Official Rules: All request for Official Rules must be received by PYRO'S Fire Fresh Pizza. For a copy of the Official Rules, send a self-addressed stamped envelope (except that Vermont residents need not affix return postage) to: PYRO'S Fire Fresh Pizza, P.O. Box 381423, Germantown, TN, 38183. ("Sponsor").