

#BAMGOOD

OFFICIAL RULES AND ELIGIBILITY REQUIREMENTS

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: This giveaway is open only to those who are 21 years of age or older as of the date of entry and not on any exclusion list or banned/evicted list. The contest is only open to legal residents of the United States and is void where prohibited by law. Employees of Wind Creek Bethlehem, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited. **NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.**
2. Agreement to Rules: By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Wind Creek Bethlehem final and binding as it relates to the content of this Campaign.
3. Campaign Period: Entries will be accepted online starting on the first day of every month at 12AM Eastern Standard Time (EST) and ending the last day of the month at 11:59PM (EST) . All online entries must be received by the last day of the month at 11:59PM (EST).
4. How to Enter: To enter this giveaway, participants must take a picture of a Burgers and More by Emeril burger, submit an Instagram post containing the hashtag #BAMGood and the handle @BurgersAndMore between the first day of every month at 12AM (EST) and the last day of the month at 11:59PM (EST) . An official entry will only be considered if the Instagram service displays the post containing a picture of a Burgers and More by Emeril burger, the hashtag #BAMGood and the handle @BurgersAndMore before the end of the submission window at <https://www.instagram.com/?hl=en>. Wind Creek Bethlehem is not responsible for entries that are not displayed as a result of the Instagram service or any other reason.

By submitting an Instagram post and entering the giveaway, each entrant agrees to abide by these rules and represents that all Instagram posts submitted under their Instagram account are completely their original work and that their Instagram post does will and will not infringe upon or violate the rights of any third parties, including intellectual property rights, copyrights, or rights of privacy or publicity.

The entry must fulfill all requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Wind Creek Bethlehem. Entrants may only enter once and must provide the information requested. Entrants may not enter more times than indicated by using multiple Instagram accounts, identities, or devices to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Wind Creek Bethlehem.

5. Prizes: The Winner of the giveaway will receive a meal (valued at \$25, non-inclusive of gratuity and cannot be used for alcohol) at Burgers and More By Emeril at Wind Creek Bethlehem. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Wind Creek Bethlehem. No cash or other prize substitution shall be permitted except at Wind Creek Bethlehem's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of the Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by the Winner is permitted. Acceptance of prizes constitutes permission for Wind Creek Bethlehem to use the Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: Winner will be selected by random under the supervision of Wind Creek Bethlehem. Winner will be notified by Instagram within five (5) days following selection of Winner. Wind Creek Bethlehem shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If winner cannot be contacted, is ineligible, fails to claim the prize within five (5) days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner will be selected. Receipt by Winner of the prize offered in this Giveaway is conditioned upon compliance with any and all federal, state, and local laws and regulations.

ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT WIND CREEK BETHLEHEM'S SOLE DISCRETION) WILL RESULT IN WINNERS DISQUALIFICATION AS WINNER OF THE GIVEAWAY, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering this content (e.g., photo, video, text, etc.), You understand and agree that Wind Creek Bethlehem, anyone acting on behalf of Wind Creek Bethlehem and Wind Creek Bethlehem's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent. Acceptance of prize constitutes winner's permission to use his/her likeness or name for publicity and/or promotional uses without compensation. Winners must agree to sign a publicity release.

9. Terms & Conditions: Wind Creek Bethlehem reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Wind Creek Bethlehem's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Wind Creek Bethlehem may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Wind Creek Bethlehem. Wind Creek Bethlehem reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Wind Creek Bethlehem has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, Wind Creek Bethlehem reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless Wind Creek Bethlehem and its owners, subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: THIS Campaign IS GOVERNED BY THE LAWS OF the United States AND Pennsylvania WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Pennsylvania. having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased. In addition, Wind Creek Bethlehem reserves the right to void any entry and/or change, cancel or modify this event at any time.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on Wind Creek Bethlehem's website. To read the Privacy Policy, please visit www.windcreekbethlehem.com/en/about-us/policy.html.

13. Winners List: To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Wind Creek Bethlehem, 77 Wind Creek Boulevard, Bethlehem, Pa. 18015, United States. Requests must be received no later than (5) days after the first of every month.

14. Sponsor: The Sponsor of the Campaign is Wind Creek Bethlehem, 77 Wind Creek Boulevard, Bethlehem, Pa. 18015, United States.

15. Instagram: The Campaign hosted by Wind Creek Bethlehem is in no way sponsored, endorsed, administered by, or associated with Instagram.

t16. By entering, You, the Entrant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.