

## 2012 MY OUTBACK REWARDS SWEEPSTAKES

### Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

1. **Eligibility:** Each 2012 My Outback Rewards Sweepstakes is open only to legal residents of fifty (50) United States (including District of Columbia) and Puerto Rico who are at least eighteen (18) years old at the time of entry (unless either is otherwise specified in the Official Rules governing any individual Sweepstakes) and Outback Rewards Loyalty Program ("My Outback Rewards") members at the time of entry. If you are not already a My Outback Rewards Program member and do not have a My Outback Rewards account ("Account"), follow the onscreen directions to become a member and create an Account. Employees of Outback Steakhouse of Florida, LLC, a company within the OSI Restaurant Partners, LLC, and ePrize, LLC, and their respective parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Subject to all applicable federal, state, and local laws and regulations. Each 2012 My Outback Rewards Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.
2. **Timing:** Between January 1, 2012 at 12:00 a.m. Eastern Time ("ET") and June 30, 2012 at 11:59 p.m. ET, (the Promotion Period") My Outback Rewards will offer multiple individual Sweepstakes, each with a distinct start and end date ("Sweepstakes Period"), and prize(s) (each referred to as a "Sweepstakes"). For purposes of these Official Rules, these Sweepstakes individually and collectively are referred to as the "2012 My Outback Rewards Sweepstakes". The Administrator's computer is the official time keeping device for each Sweepstakes.
3. **Agreement to Official Rules:** By participating in any of the Sweepstakes, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and/or Administrator, which are final and binding in all matters related to the Sweepstakes.
4. **Sponsor:** Outback Steakhouse of Florida, LLC, a company within the OSI Restaurant Partners, LLC, 2202 N. West Shore Blvd., Tampa, FL 33607 ("Sponsor"). **Administrator:** ePrize, LLC, One ePrize Drive, Pleasant Ridge, MI 48069.
5. **How to Enter:** Each of the Sweepstakes may have a number of My Outback Rewards Points required for entry, subject to Rule 5a below. The individual Sweepstakes are grouped together on a single Sweepstakes listing page at [www.myoutbackrewards.com](http://www.myoutbackrewards.com). The details for each individual Sweepstakes may be accessed by navigating to the General Awards section under the "rewards" tab in the top menu bar, and browsing the General Awards catalog to identify the desired Sweepstakes reward for entry.
  - a. **Use of My Outback Rewards Points:** During any individual Sweepstakes Period, visit [www.myoutbackrewards.com](http://www.myoutbackrewards.com) and log in to

your Account. After you are logged in, click on the Sweepstakes of your choice and follow the links and instructions to debit your Account by the number of My Outback Rewards Points corresponding to that particular Sweepstakes requirement, and you will automatically receive the pre-selected number of entries you have chosen from the corresponding drop-down list for that Sweepstakes. During the Promotion Period, Sponsor may elect to operate individual Sweepstakes which do not require My Outback Rewards Points to enter, in which event you will automatically receive the pre-selected number of entries you have chosen from the corresponding drop-down list into the relevant Sweepstakes.

**b. Alternate Method of Entry:** During any individual Sweepstakes Period, hand print your name, address, phone number, My Outback Rewards username (email address), age, item number and the name of the particular Sweepstakes you wish to enter (as set forth on the "rewards" page) on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "2012 My Outback Rewards Sweepstakes" c/o PO Box 5046, Kalamazoo, MI 49003-5046, insert item number. For each mail-in request you will be entered once into the individual Sweepstakes indicated on your entry card. Limit: 1 entry request per envelope. All mail-in entry requests must be handwritten. All entry requests become the exclusive property of Sponsor, and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entry requests, which will be disqualified. All mail-in entry requests must be postmarked and received by the dates set forth in the details of each Sweepstakes accessed from the "rewards" section of the My Outback Rewards website.

**For All Entries:** Limit: Each entrant may submit up to ten (10) entries into each Sweepstakes, five (5) per day, by any method or combination of methods of entry (unless otherwise indicated for each individual Sweepstakes). Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Accounts, email addresses, identities, registrations and logins, or any other methods will void that entrant's submissions and that entrant may be disqualified from the Sweepstakes and any of the Sponsor's other promotions. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services) will void all entries by that entrant.

6. **Drawings:** Administrator is an independent judging organization whose decisions as to the selection of the potential winners are final and binding. On or about the drawing date set forth in the details of each individual 2012 Sweepstakes, the Administrator will select the potential winner for each individual Sweepstakes in a random drawing from all eligible entries received in that Sweepstakes. The potential winner will be notified by mail or email. The odds of winning a particular prize depend on the number of eligible entries received in the corresponding individual Sweepstakes.

7. **Requirements of Potential Winners:** Potential winners must continue to comply with the Official Rules and winning is contingent upon fulfilling all requirements. Each potential winner of a prize valued over \$600 (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return, within ten (10) days of the date notice is given (unless otherwise indicated by Administrator), an affidavit of eligibility, liability/publicity release (except if prohibited) in order to claim his/her prize and fulfill any such other requirements as determined by Administrator. If a potential winner fails to sign and return the affidavit of eligibility and/or liability/publicity release within the required time period, the potential winner shall forfeit the prize. In the event that a potential winner of a prize valued over \$25 is disqualified for any reason, Administrator may select an alternate winner in a random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held after which the prize will remain un-awarded. Unless otherwise specified in the "rewards" section of the My Outback Rewards website, prizes will be fulfilled eight (8) to ten (10) weeks after winner confirmation.
8. **Individual Sweepstakes Details:** The Sweepstakes, start, end and draw dates, the prize descriptions, age requirements, and other information for each individual Sweepstakes are set forth in the details of each individual Sweepstakes accessed by navigating from the General Awards section under the "rewards" tab in the top menu bar of the My Outback Rewards website. All prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute any prize for one of equal or greater value if the designated prize should become unavailable. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: one (1) prize per individual Sweepstakes per person.
9. **Publicity:** Except where prohibited, participation in any of the Sweepstakes constitutes entrant's consent for the Sponsor and the Sponsor's designees to use entrant's name, likeness and state of residence for promotional purposes in any media without further consideration.
10. **General Conditions:** In the event that the operation, security, or administration of any of the individual Sweepstakes is impaired in any way for any reason, including, but, not limited to, fraud, virus or other technical problems, the Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prizes in a random drawing from among all eligible entries received up to the time of the impairment. The 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 Sweepstakes 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 undermine the legitimate operation of any part of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. **Release and Limitations of Liability:** Except where prohibited, by participating in any Sweepstakes, entrants agree to release and hold harmless Sponsor, ePrize, LLC, and their respective parents, subsidiaries, affiliates, promotional partners, prize partners, and their respective agents and agencies, and their respective officers, directors, employees and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in any Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) errors in the administration of any Sweepstakes or the processing of entries; (e) late, lost, or undeliverable mail or email; or (f) 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 Sweepstakes or receipt of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes and in no event shall the Released Parties be liable for attorney's fees. 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 Sweepstakes; provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes for any reason, Sponsor, at its sole 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. No more than the stated number of prizes for any individual Sweepstakes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in any individual Sweepstakes to be claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.
12. **Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.
13. **Entrant's Personal Information:** Information collected from entrants is

subject to the Sponsor's Privacy Policy (<http://www.outback.com/companyinfo/privacypolicy.aspx>) and ePrize's privacy policy (<http://www.eprize.com/privacy-policy>).

14. **Winner List:** The winner list will be posted after winner confirmation is complete. Winner List requests will only be accepted after the individual Sweepstakes end date and no later than September 30, 2012. For the Winner List, visit the My Outback Rewards website, complete the form at the bottom of the FAQ, and select "win list request" in the drop down.

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