

# PIZZA HUT® #NATIONALPIZZAHUTDAY SWEEPSTAKES

## OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE.  
A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.**

**OPEN ONLY TO ELIGIBLE LEGAL RESIDENTS OF THE 48 CONTIGUOUS UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OR OLDER AS OF DATE OF ENTRY.  
VOID IN ALASKA, HAWAII, PUERTO RICO AND WHERE PROHIBITED.**

The Pizza Hut #NationalPizzaHutDay Sweepstakes ("Sweepstakes") is sponsored and administered by Pizza Hut, Inc. ("Sponsor"), 7100 Corporate Drive, Plano, TX 75024. Twitter® is not an official sponsor of this Sweepstakes.

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**SWEEPSTAKES TIMING:** The Sweepstakes begins at 1:00:00 PM Central Time ("CT") on Monday, February 9th, 2015 and ends at 2:00:00 PM CT the same day ("Sweepstakes Period"). There will be a random drawing on Monday, February 9th. Sponsor's computer is the official clock of the Sweepstakes.

**1. ELIGIBILITY:** The Sweepstakes is offered only to legal residents of the 48 contiguous United States and the District of Columbia who are at least 18 years of age at the time of entry. Employees, officers and directors of Sponsor and its parent company, subsidiaries, affiliates, franchisees, and advertising agencies, Sweepstakes and web design agencies (the "Sweepstakes Entities"), and other individuals/entities associated with this Sweepstakes are not eligible to enter or win. Void in Alaska, Hawaii, Puerto Rico, and where prohibited or restricted by law. All federal, state and local laws apply.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor'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. If it is discovered or suspected, in Sponsor's sole discretion, that an entrant has registered or attempted to enter more than once using multiple Twitter handles, or multiple identities, all of that entrant's entries will be declared null and void and any Prize that entrant might have been entitled to will not be awarded. Any entrant suspected of or found by Sponsor to be entering by automatic, programmed, script, bot, third-party or otherwise fraudulent method, in Sponsor's sole discretion, will be disqualified and all entries made by such methods will be discounted.

**2. HOW TO PARTICIPATE:** During the Sweepstakes Period, visit [www.twitter.com](http://www.twitter.com), log-in or create a Twitter account and follow @pizzahut. Creating a Twitter Account is free but is subject to Twitter's Terms of Service (<http://twitter.com/tos>). Your account settings must allow for all of your posts to be public and thus viewable by Sponsor and its agents. During the Sweepstakes Period, Pizza Hut will ask fans to tweet @PizzaHut using #NationalPizzaHutDay. Tweet an entry including #NationalPizzaHutDay hashtag and include @pizzahut handle in your Tweet. You will be automatically entered into the random drawing. Eligible entrants can enter as many times as they choose during the Sweepstakes Period. Limit one (1) Prize per winner. Winners will be selected by random drawing and notified via Twitter Direct Message from @pizzahut. Tweets may not be indecent, obscene, hateful, tortious, defamatory, or libelous or contain material that violates or infringes another's rights, or disparage Sponsor or any other person or party affiliated with the Sweepstakes, or contain material that is unlawful in any way. Sponsor reserves the right to disqualify any entrant where it finds the content of the Tweet to be unlawful, or in violation of these Official Rules, all in its sole discretion. Multiple entrants are not permitted to share the same Twitter handle. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Twitter handles, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the Twitter handle used to register will be deemed to be the entrant. Each potential winner may be required to show proof of being an authorized account holder.

**3. RANDOM DRAWINGS:** Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. During the Random Drawing, Sponsor will randomly select fifty (50) potential Sweepstakes winners from all eligible entries, as described in Section 3 of these Official Rules. Sponsor will contact and send each potential winner his/her Prize through a Direct

Message on Twitter on or about one (1) business day after the random drawing. In order to receive the Message, the potential winner's "Tweet Privacy" Account setting must be "unchecked." If a potential winner of any Prize cannot be contacted, or the Prize is returned as undeliverable, the potential winner forfeits his/her Prize. Receiving a Prize is contingent upon compliance with these Official Rules. Unclaimed Prizes will not be awarded.

**4. PRIZES: Fifty (50) Prizes ("Prize(s))":** A \$15 Pizza Hut® gift card, awarded as a digital code. Terms and conditions apply. Approximate Retail Value: \$15. Total ARV: \$750. Prizes are non-transferable and no substitution will be made except as provided herein at Sponsor's sole discretion. Sponsor reserves the right to substitute a Prize for one of equal or greater value if the designated Prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with Prize receipt and/or use. Odds of winning a Prize depend on the number of eligible entries received during the Sweepstakes Period. Limit: One (1) Prize per person.

**5. HOW TO CLAIM A PRIZE:**

**A. Prizes:** Sponsor will direct message the Winners on Twitter and send the Prize.

**B. General:** If any potential winner is found to be ineligible or not in compliance with these Official Rules, declines to accept the Prize, if Sponsor is unable to contact a potential winner, or in the event that the Prize confirmation, notification direct message tweet, or Prize (or any part thereof) is returned undeliverable, the Prize will be forfeited, and in Sponsor's sole discretion, the forfeited Prize may be awarded to an alternate potential winner. If Sponsor wishes to select an alternative potential winner, Sponsor will select this alternative potential winner at random from the pool of remaining eligible entries received during the Sweepstakes Period. The right to receive a Prize is non-assignable, non-transferable and no Prize substitution, exchange or cash equivalent will be allowed, except by Sponsor who reserves the right to substitute a Prize of equal or greater value in case of unavailability of a Prize or force majeure. The Winners will be solely responsible for any and all federal, state and/or local taxes imposed on the acceptance of the Prize. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Sweepstakes Entities shall not be held responsible for any delays in awarding the Prize for any reason. The Prize will only be awarded to a verified Winner.

**6. LIMITATION OF LIABILITY:** The Sweepstakes Entities are not responsible for illegible, lost, late, incomplete, stolen, misdirected, postage due, or undeliverable, e-mail, or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/web site/use net accessibility, availability, or traffic congestion, or any technical, mechanical, or typographical or other error, or unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information. The Sweepstakes Entities are not responsible for any incorrect or inaccurate information, whether caused by any web site users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any web site(s). The Sweepstakes Entities are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in this Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of Winner(s), in a manner it deems fair and reasonable including the selection of the Winner(s) from among eligible entries received prior to such cancellation, termination, modification or suspension.

In no event will more Prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more Prize Winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the potential Prize Winners. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more Prizes are claimed than are intended to be awarded according to these Official Rules, the intended Prizes will be awarded in a random drawing from among all verified Prize claims received for that Prize.

**THE SWEEPSTAKES ENTITIES MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AS REGARDS TO ANY PRIZE OR**

**ANY COMPONENTS OF THE PRIZES. VOID WHERE PROHIBITED, AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. A CONTESTANT MUST CHECK LOCAL LAWS TO LEARN IF ANY OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.** Further, the Sweepstakes Entities are not responsible for, and shall be indemnified by any Winner against any claims, injuries, losses or damages of any kind resulting from acceptance, use, misuse, possession, or loss of a Prize.

Sweepstakes Entities shall not be responsible or liable for entries that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for entries that are late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with the Official Rules, and all such entries will be disqualified. By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and decisions of Sponsor which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action, or proceeding against any of the Sweepstakes Entities in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release, defend, indemnify, and hold harmless each of the Sweepstakes Entities, and their respective officers, directors, employees, agents, shareholders, representatives, successors and assigns (collectively the "Releasees"), from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability (including, but not limited to, liability for defamation, libel, slander, invasion of privacy, infringement of publicity or any intellectual property rights, any property loss, damage, personal injury, bodily injury, death, expense, accident, delay, inconvenience or irregularity, and any indirect, incidental, consequential, special, punitive or exemplary damages of any kind even if the Releasees have been advised of the possibility of such loss or damages), costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including but not limited to any Sweepstakes-related activity or element thereof, and the entrant's entry, participation or inability to participate in the Sweepstakes, (b) the violation of any third party privacy, personal, publicity or proprietary rights, (c) typographical errors in these Official Rules or any Sweepstakes materials, (d) acceptance, receipt, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the Prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability, business or creative considerations, or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond any of the Sweepstakes Entities' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation, or modification of the Sweepstakes, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of the entry (including, without limitation, the information or any parts thereof), (i) any technical malfunctions or unavailability of the Website or any other website or any telephone network, computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Sweepstakes Entities or by an entrant, (j) interruption or inability to access the Sweepstakes, the Website or any other Sweepstakes-related page or websites, or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) computer and/or its contents related to or resulting from any part of the Sweepstakes, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Sweepstakes Entities, or any of their agents or employees, (o) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof), (p) the collection, use and/or sharing of entrant's personally identifiable information by Sponsor or their designees, or (q) the negligence or willful misconduct by entrant. Any and all activities related to a Prize, are at the Winner's own risk and subject to whatever restrictions are imposed by the entities that govern such activities.

**7. DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN DALLAS OR COLLIN COUNTY, TEXAS (SPONSOR'S SOLE CHOICE). IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION**

**ADMINISTERED BY JUDICIAL ARBITRATION IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN TEXAS. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF DALLAS OR COLLIN, TEXAS (SPONSOR'S SOLE CHOICE). THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE STATUTE OF LIMITATIONS FOR ASSERTING ANY CLAIMS SHALL BE A PERIOD OF ONE (1) YEAR FROM THE END DATE OF THE SWEEPSTAKES PERIOD.**

**8. PRIVACY POLICY:** Any personally identifiable information collected during an entrant's participation in this Sweepstakes will be collected by Sponsor or its agent and used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and in accordance with Sponsor's Privacy Policy as stated at <http://www.pizzahut.com/privacypolicy.html> and any opt-ins the entrant may have agreed to during the registration process.

**9. PUBLICITY RIGHTS:** By entering the Sweepstakes and/or accepting a Prize, entrants agree to allow Sponsor and/or Sponsor's designee the perpetual right to use their name, biographical information, photos and/or likeness, and statements for Sweepstakes, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

**10. GENERAL:** All federal, state and local laws and regulations apply. Sponsor reserves the right, to disqualify any entrant found, in its sole opinion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any Sweepstakes materials (including but not limited to point of sale, television, and print advertising, packaging, and other media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

**11. WINNERS LIST:** For a list of the names of the Winners, mail a self-addressed, stamped business size envelope to: Pizza Hut #NationalPizzaHutDay Sweepstakes Winners List Request, c/o Lincoln Faulkner, Pizza Hut, Inc., 7100 Corporate Drive, Plano, TX 75024. Vermont residents may omit return postage. Requests must be received by December 31, 2015.

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