

CALIFORNIA PIZZA KITCHEN—DEAR MOM, FOR YOU, I WISH 2017
OFFICIAL RULES

- * **No Purchase or payment is necessary to enter or win.**
 - * **Entrants must comply with all applicable laws and these Official Rules.**
 - * **All submissions must be respectful and consistent with CPK's family-friendly brand and reputation.**
1. **NO PURCHASE OR PAYMENT NECESSARY.** A purchase or payment will not increase your chances of winning.
 2. **PROMOTION PERIOD AND SPONSOR.** The DEAR MOM 2017 CONTEST ("Contest") runs from April 25, 2017, to May 31, 2017 ("Promotion Period"), and is sponsored by California Pizza Kitchen, Inc. ("Sponsor").
 3. **ELIGIBILITY.** The Contest is open to legal residents of the 50 United States, and the District of Columbia (**except Rhode Island**). VOID WHERE PROHIBITED. Entrants (hereafter "Entrants") must be at least 18 years of age at the time of the Contest. Valid proof of age will be required to collect any prize. Employees of Sponsor and Sponsor's franchisees, parents, affiliates, distributors, retailers, advertising agencies, promotion agencies, and judging agencies (and the immediate families and household members of each of the foregoing) are not eligible to win.
 4. **PRIZES.** Sponsor will grant the winner's wish for his/her mom. Total value of the prize will vary, but will not exceed \$4,000. In the event the requested wish exceeds the Maximum Prize Value, Sponsor reserves the right to partially fulfill the wish or substitute a gift card in an amount not to exceed the Maximum Prize Value in lieu of fulfillment of the actual wish. (Note: the winner will not be issued any balance in the event the value of the wish is lower than the Maximum Prize Value.) All prizes are non-transferable. No cash redemption or substitution is permitted, except by Sponsor. Any federal, state, and local taxes, and any other related expenses on prize, if any, are the sole responsibility of the winner.
 5. **HOW TO ENTER.** Eligible individuals may enter the contest in one of the following ways (each, a "submission"): (1) post a wish for their Mom on Twitter or Instagram with the hashtags #CPKDearMom #contest; (2) upload an original image and written wish for their mom at <http://www.cpk.com/DearMom>; or (3) select a contest postcard and write their wish for their mom at <http://www.cpk.com/DearMom>. Entrants are not required to register, pay any entrance fees or make any expenditure in order to participate in the Contest or win a prize. Sponsor is not responsible and each Entrant waives the right to make any claim related to any cost or expenditure he or she chooses to incur in connection with the Contest. One Submission per Entrant per 24-hour period. All Submissions must be respectful and consistent with CPK's family-friendly image and reputation. Sponsor may disqualify any Submission that it considers, in its sole discretion, inconsistent with its family friendly image. All Submissions must be posted or uploaded during the Promotion Period to qualify. No correspondence regarding entries will be acknowledged or entered into with Entrants. Submissions must be original and all content submitted with entries must be owned by or licensed to the Entrant. Submissions must not violate the rights of (including privacy rights and copyrights), defame, libel or slander any person or entity. Entrants grant Sponsor an irrevocable, worldwide, perpetual royalty-free license to use all entries in all media in connection with Sponsor's services, including promoting the Contest. Sponsor is not responsible for late, lost, incomplete, illegible, stolen, damaged or misdirected entries (all of which are void). In case of any dispute as to the identity of an online Entrant, the Submission will be deemed as having been made by the "Authorized Account Holder" defined as the natural person who is assigned to (a) an email address by a telephone company, wireless service provider, internet access provider, Internet service provider or other organization (e.g. business, educational, institution, etc.) that is responsible for assigning email addresses; or (b) to the Twitter or Instagram account from which the post originated.
 6. **SELECTION OF WINNERS.** The winner will be selected based on the following objective equally-weighted criteria ("Judging Criteria"): (a) originality; (b) how compelling the story; (c) execution. The winner will be announced on June 12, 2017. The outcome of the Contest depends upon the total number of eligible Submissions, the Entrant's skill, and the judges application of the Judging Criteria to each Submission.
 7. **SPONSOR'S DISCRETION.** Sponsor's decisions regarding all matters relating to the Contest are final and binding. Sponsor, in its sole discretion, may terminate, modify, or suspend the Contest.
 8. **TERMS & CONDITIONS.** As a condition of participating, each Participate agrees to the following terms and conditions:

- a. **Use of Name and Likeness.** In order to receive a prize, each potential winner must provide Sponsor or its representative with his or her name, address, email address, telephone number and all other information reasonably required by Sponsor and to execute and return a liability and publicity release (where permitted by law) or the prize may be forfeited and an alternate winner selected. Each Entrant consents and grants Sponsor the right, in Sponsor's sole discretion, perpetually, and throughout the universe, to use and to license others to use Entrant's name, voice, actions, activities, biographical information and likeness (video-recorded, photographic, illustrated, or otherwise), prize information, any quotes attributable to him or her and any other indicia of persona, together or separately, factually and/or fictionally, in any manner whatsoever, in and in connection with the production, exploitation, and/or distribution of any marketing materials by Sponsor (each, a "Project"), with the right to edit, distribute, exhibit, broadcast, exploit, promote, and advertise the Project, including excerpts therefrom, in any and all manner and media (whether or not now known or recognized), including, without limitation, by means of print, television, radio, DVDs, mobile devices, the internet, and computer-assisted media. Entrant waives any right to inspect such use. Entrant releases Sponsor and its agents, officers, directors, attorneys, employees and each of their respective successors and assigns, from all liabilities, claims, demands and actions (including, without limitation, claims of defamation, false light, invasion of privacy, the commercial exploitation of my image, and any claim of alteration, optical illusion, distortion, faulty mechanical reproduction or illusion in sound reproduction of my image) that may be asserted in connection with the rights herein granted, and Entrant specifically waives any right to damages or to any injunctive or equitable remedies in connection herewith. Entrant will indemnify and hold Sponsor harmless from any third party claims arising from Sponsor's exploitation of the rights granted herein. The rights granted herein shall not be construed to limit or affect any right that Sponsor might otherwise be entitled to at law or equity, whether as a member of the general public or otherwise. Sponsor's privacy policy <http://www.cpk.com/privacy/> applies to all Entrants. In the event of a conflict between these Official Rules and Sponsor's privacy policy, these Official Rules will govern.
 - b. **Compliance with Law and Official Rules.** Entrants must conduct themselves in a respectful manner at all times and to abide by all federal, state and local laws and regulations, and be bound by these Official Rules.
 - c. **Waiver and Release.** Neither Sponsor nor any of its parents, affiliates, subsidiaries, distributors, retailers, or any of their respective shareholders, directors, officers, distributors, employees or promotion/advertising agencies will have any liability whatsoever for any injuries, losses, harm, damage, cost, or expense arising from or in connection with participation in this Contest or any prize-related activities, or the acceptance, possession, use and/or misuse of a prize including, without limitation, any personal injury or death associated with the use of the prize.
 - d. **Indemnification.** Each Entrant hereby releases, indemnifies and holds harmless Sponsor and its and officers, directors, employees, representatives, agents, affiliates, parents and subsidiaries from any and all suits, actions, claims, demands, losses, costs, expenses, judgments, awards, liabilities, obligations and damages, including but not limited to attorneys' fees and costs to the extent arising from or caused by the acts or omissions of any Entrant in connection with the Contest.
 - e. **Additional Disclaimers.** Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error that may occur in the processing of entries. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, or communications line failure. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, failure of email on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to Entrants or to any person's computer related to or resulting from participating or downloading materials in this Contest. 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 beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest.
9. **OTHER. CAUTION—ANY ATTEMPT BY A ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING, REASONABLE ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.** Without limiting the foregoing, Sponsor reserves the right to disqualify any Entrant from the Contest who behaves in a way the reflects negatively on Sponsor or undermines the

legitimate operation of the Contest, does not comply with these Official Rules or violates any federal, state or local law or ordinance in connection with the Contest. While Instagram and Twitter are not affiliated with this Contest, each of their terms of use apply. By entering into this Sweepstakes, you hereby agree to release Instagram and Twitter from any all claims, liabilities, or losses in connection with the Sweepstakes. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision.

- 10. OFFICIAL RULES/WINNERS LIST.** Winners will be announced on Sponsor's website and/or through Sponsor's known social media accounts. For an additional copy of these Official Rules or a list of winner send a stamped, self-addressed envelope (residents of Vermont may omit return postage) postmarked on or before July 31, 2017, to: CPK Dear Mom Contest, California Pizza Kitchen, Inc., 12181 Bluff Creek Drive, 5th Floor, Playa Vista, CA 90094 and specify on the envelope whether you are seeking the Official Rules or Winners List.