

Bertucci's Text-to-Win Sweepstakes

"HOTROLLS" Official Rules Spring 2018

1. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

CONSUMER DISCLOSURE

The Approximate Retail Value ("ARV") of the Prize to be awarded in this Sweepstakes is: First Prize - \$500 in Bertucci's "Dough Certificates" (awarded as twenty (20) \$25 certificates) (ARV is \$500). One (1) First Prize shall be awarded. The odds of winning depend upon the number of entries received. Further details follow.

2. Eligibility/Participation: Bertucci's Text-to-Win Sweepstakes (the "Sweepstakes") is open only to legal U.S. residents currently residing in CT, DC, DE, MD, MA, NH, NJ, PA, or VA, who are eighteen (18) years of age or older, or the age of majority in their jurisdiction of residence, whichever is greater, as of the date of their participation and entry. Employees, directors and officers of Bertucci's Corporation ("Sponsor"), LRG Works ("Administrator"), and any of their respective affiliates, franchisees, parents, subsidiary companies, and advertising and promotion agencies (collectively, the "Released Parties"), and members of the immediate families (spouses, parents, children, and siblings and their respective spouses, regardless of where they reside), and/or those living in the same household, of any of the foregoing are not eligible. Void where prohibited, or otherwise restricted by law. Sweepstakes is subject to all applicable federal, state and local laws. By participating in the Sweepstakes, you agree that: (1) you have read and understand the Official Rules; (2) you meet the Sweepstakes eligibility requirements as explained in the Official Rules; (3) you accept and agree to be bound by these Official Rules, to Sponsor's Privacy Policy as published at <http://www.bertuccis.com/terms-conditions> and (4) you unconditionally accept and agree to comply with and abide by the decisions of Sponsor and Administrator whose decisions shall be final and binding in all respects.

3. Sweepstakes Period/Description: The Sweepstakes begins at 12:00:00 AM Eastern Time ("ET") on June 6, 2018 and ends at 11:59:59 PM (ET) on October 7, 2018 (the "Sweepstakes Period").

4. How To Enter: There are two (2) methods of entry into the Sweepstakes, as detailed below. Neither method of entry requires a purchase to participate. Limit one (1) entry per person regardless of the method of entry. The time clock maintained by the Administrator is the official clock for this Sweepstakes.

Method A: TEXT MESSAGE: Use your mobile phone or device to text "HOTROLLS" to the short code 41208 during the Sweepstakes Period, follow any confirmation instructions you receive, and you will be automatically entered into the Sweepstakes. Participants must have a device with text messaging capabilities to enter by text message and may incur standard text message and data charges from their wireless service or other data provider for each message sent and received. Check with your wireless service provider for details on any applicable charges. Sponsor is not responsible for any fees incurred by participant for this method of entry. Participants are solely responsible for any such wireless charges. By entering this Sweepstakes via text messaging you are consenting to receive text and phone messages regarding the Sweepstakes, and you confirm the following: (i) you are at least 18 years of age or older; and (ii) you have read and agree to these Official Rules and Sponsor's Privacy Policy found at <http://www.bertuccis.com/terms-conditions>. You further consent to receive text message from Sponsor sent by an automatic telephone dialing system regarding Sponsor's promotions and offers. Message and data rates may apply to messages sent or received. Promotional messages will be sent to you on a recurring basis, and the frequency will vary. Consent to these terms is not a condition of purchase. You will be given the opportunity to cancel or unsubscribe each time you receive a text message by sending "STOP" to the phone number provided; you may also obtain information regarding Sponsor's text messaging program by sending "HELP" to the phone number provided. Individuals who have consented to receive text messages from Sponsor at any time prior and during the Sweepstakes Period and have not revoked such consent prior to the end of the Sweepstakes Period will automatically be entered into the Sweepstakes.

Method B: BY MAIL: In order to enter by mail, and without signing up to receive text messages from Sponsor, hand print, on a 3" x 5" card, your name, complete address, daytime phone number (including area code), and date-of-birth and send the completed card to: Bertucci's Corporation, 155 Otis Street, Northborough, MA 01532, Attn: Text-to-Win Sweepstakes Entry. Entries submitted via mail must be postmarked by October 7, 2018 and received by October 14, 2018. No copies, facsimiles or mechanical reproductions of requests will be accepted.

No automated entries will be accepted. All entries become the exclusive property of Sponsor and will not be acknowledged. In the event of any dispute concerning the identity of any participant entering by text message, the relevant entry will be deemed submitted by the authorized owner of the mobile device/telephone number from which the winning entry was sent. A potential winner may be required to provide identification sufficient to show that such person is the authorized owner of such mobile device/telephone number. It is solely the responsibility of the participant to notify the Sponsor in writing if the participant changes wireless phone number or postal address during the Sweepstakes Period or after

selection of the winning entry. Proof of sending text message or mail does not constitute proof of delivery of entry. Any attempt by a participant to obtain more than the allowable entries by using multiple/different identities or any other methods will void all of that participant's entries. To participate in this Sweepstakes, each participant will be subject to Sponsor's Privacy Policy <http://www.bertuccis.com/terms-conditions> where applicable.

5. Prize Details and Drawing: On or about October 19, 2018, Administrator shall perform a random prize drawing (the "Prize Drawing") from among all eligible entries received throughout the entire Sweepstakes Period, in order to select one potential Prize Winner. One name shall be drawn as the potential First Prize winner. Once confirmed, as detailed below, the First Prize Winner will receive \$500 in Bertucci's "Dough Certificates" (awarded as twenty (20) \$25 certificates) (the "First Prize"). The Approximate Retail Value ("ARV") of the First Prize to be awarded in this Sweepstakes is \$500. One (1) First Prize shall be awarded. Prizes cannot be substituted, assigned, or transferred; except at Sponsor's sole discretion or as otherwise provided herein. Sponsor will not replace any lost or stolen Prizes once in Prize Winner's possession. The Prize is taxable as income and the Prize Winner is solely responsible for all applicable federal, state and local taxes, including taxes imposed on the Prize Winner's income. No more than the stated number of Prizes set forth in these Official Rules will be awarded. All Prizes will be awarded.

The decisions of Administrator and Sponsor are final and binding on all matters relating to this Sweepstakes. Odds of winning a Prize are dependent upon the total number of eligible entries received during the entire Sweepstakes Period. In no event, will Sponsor be responsible for awarding more than the stated number of Prizes herein. The Prize restrictions/conditions stated herein are not all-inclusive. No transfer, substitution or cash equivalent for a prize, in whole or in part, will be permitted, except at Sponsor's sole discretion due to Prize unavailability for any reason. All Prize details are at Sponsor's sole discretion, and are subject to change.

Additional restrictions on the use of the Prize apply. For the First Prize winner, twenty (20) Dough Certificates, valued at \$25 each, will be placed in the mail to be sent to the winner within one (1) day of the winner's execution and the verification of the Prize Winner Declaration, as set forth below, and the Dough Certificates must be used within six months of receipt. Additional restrictions apply on the use of Dough Certificates, including: 1) Dough Certificates have no cash value, 2) Dough Certificates are not valid towards the purchase of gift cards, 3) Dough Certificates are not valid for alcohol purchases, 4) Dough Certificates cannot be combined with other promotions or discounts, 5) a Dough Certificate must be redeemed in its entirety at time of purchase (i.e. no change will be made in exchange of redemption of a Dough Certificate), 6) Dough Certificates cannot be used to pay taxes, and 7) Dough Certificates cannot be used to pay gratuities or tips.

6. Prize Winner Notification/Verification: The potential Prize Winner is not an official winner unless and until Sponsor confirms such. The potential Prize Winner will be notified by phone call to the telephone

number used to transmit the winning entry or via the telephone number provided if entry is made by mail, in accordance with the contact information provided at the time of entry, on or about October 19, 2018. Administrator will make two (2) attempts to contact the potential Prize Winner via such method. The potential Prize Winner will have twenty-four (24) hours from the time of the first notification attempt to respond to Administrator or else Administrator will move on and select/notify an alternate potential winner for that Prize. Sponsor is not responsible for suspended or discontinued wireless service or changed telephone number or mailing address which may result in a potential a Prize Winner not receiving initial prize notification. Once contact is made, a potential Prize Winner may be asked to confirm certain information for verification purposes and may be required to provide certain information for fulfillment purposes (i.e. physical or email address). A potential Prize winner will have an additional twenty-four (24) hours to do such, or else he or she may be disqualified and an alternate potential Prize winner will be selected.

A potential Prize Winner also may be required to execute a Declaration of Eligibility/Liability Release, including (where imposing such condition is legal) a Publicity Release (collectively, "Prize Winner's Declaration"). If a potential Prize Winner fails or refuses to sign and return the Prize Winner's Declaration within ten (10) days of receipt (or such shorter time if exigencies so require), such winner may be disqualified. If a potential Prize Winner's completion of the Prize Winner's Declaration establishes that the potential winner is not eligible to participate in the Sweepstakes, the Prize winner will be disqualified

If a potential Prize Winner fails to respond in any of the time periods specified above, if any notification or notification attempt is returned as undeliverable or as an error, or a potential Prize Winner declines his or her Prize, then the Prize may be forfeited and an alternate potential Prize Winner will be selected, at the Sponsor's sole discretion. By entering the Sweepstakes or being selected as a potential Prize Winner, all participants and potential/confirmed winners hereby consent to the use by the Released Parties of a Prize Winner's entry and all information contained therein including but not limited to, name, likeness, opinions, images, statements and/or other indicia of persona, and personally identifiable information (collectively "Likeness"), for any and all uses and purposes (including, without limitation, for purposes of advertising and trade) in any media now known or hereinafter developed in any manner throughout the world (including, without limitation, the World Wide Web and on-air) in perpetuity without additional consideration (where legal), consent or prior review, and upon request will provide written consent to such use. All decisions of Sponsor and Administrator relating to the Sweepstakes are final.

7. General Terms: Noncompliance with any of these Official Rules may result in disqualification. ANY VIOLATION OF THESE OFFICIAL RULES BY PARTICIPANTS OR PRIZE WINNERS OR ANY BEHAVIOR BY A PRIZE WINNER THAT WILL BRING SPONSOR INTO DISREPUTE (IN SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH PRIZE WINNER'S DISQUALIFICATION AND ALL PRIVILEGES WILL BE IMMEDIATELY TERMINATED. Released Parties assume no responsibility for incorrect or inaccurate entry information whether caused by any of the equipment or programming

associated with or utilized in this Sweepstakes or by any human error, which may occur in the processing of the entries in this Sweepstakes. Released Parties are not responsible for any problems or technical malfunction of any telephone or wireless network or lines, computer online systems, servers or other services, or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including, without limitation, any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this Sweepstakes or for other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes, fulfillment of prizes, or in any Sweepstakes-related materials. If, for any reason, the Sweepstakes (or any portion thereof) is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes (or any portion thereof). Should the Sweepstakes (or any portion thereof) be terminated prior to the stated expiration date, notice will be posted as Sponsor sees fit, and any unawarded prizes will be awarded via random drawing from among all non-suspect, eligible entries received up until and or after (if applicable) the time of modification, cancellation or termination or in a manner that is fair and equitable as determined by Sponsor. All interpretations of these Official Rules and decisions by Sponsor are final. No software-generated, robotic, programmed, script, macro or other automated entries are permitted. Sponsor reserves the right in Sponsor's sole discretion to disqualify any individual (and void all associated entries) they suspect or find: (i) to have used a software-generated, robotic, programmed, script, macro or other automated entry or any other means to subvert the entry process; (ii) to have tampered with the entry process or the operation of this Sweepstakes; (iii) to be acting in violation of these Official Rules; (iv) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (v) to have provided inaccurate information on any legal documents submitted in connection with this Sweepstakes. By participating in this Sweepstakes, you acknowledge that the Sweepstakes is in no way sponsored, endorsed, administered, by, or associated with the social media channel in which it was promoted (i.e., Facebook, Twitter, Instagram) (the "Social Media Channels"). CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR APPLICATION ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

8. Choice of Law: THE MASSACHUSETTS COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE SWEEPSTAKES AND THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS SHALL GOVERN THE SWEEPSTAKES. EACH

PARTICIPANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS.

9. Limitations of Liability: By participating in this Sweepstakes you agree that the Released Parties, as well as the Social Media Channels in which the Sweepstakes was promoted, (a) shall not be responsible or liable for, and hereby release the Released Parties and Social Media Channels from, any claims, losses, damages or injuries of any kind (including death) resulting, in whole or in part, directly or indirectly, from participation in the Sweepstakes or any Sweepstakes-related activity, or from acceptance, receipt, possession and/or use/misuse or inability to use a prize, and (b) have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to a prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Released Parties and Social Media Channels shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (1) by any wrongful, negligent or unauthorized act or omission on the part of any of their agents, servants, employees or independent contractors; (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties; or (3) by any other cause, condition or event whatsoever beyond the control of the Released Parties. Failure of Sponsor to enforce any provision herein shall not be deemed a waiver of such. Sponsor reserves the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND BY PARTICIPATING IN THE SWEEPSTAKES YOU HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES WHATSOEVER. IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE TO ANY PARTICIPANT OR PRIZE WINNER FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE TO BE AWARDED TO THE INDIVIDUAL PARTICIPANT IN THIS SWEEPSTAKES.

10. Disputes: By participating in the Sweepstakes, each entrant agrees that: (1) any controversy or claim arising out of or relating to (i) the Sweepstakes, (ii) the awarding or redemption of any Prize and/or (iii) the determination of the scope or applicability of these Official Rules or their enforcement, arbitrability or interpretation (each, a "Claim") entrant may have against the Sponsor or Administrator will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held in Massachusetts; (4) the arbitrator's decision shall be controlled by the terms and conditions of this Agreement and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Sweepstakes; (5) the arbitrator shall apply Massachusetts law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only entrant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated;

(7) the arbitrator shall not have the power to award punitive damages against the entrant, Sponsor, or Administrator; (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor or Administrator exceed \$125, and entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on entrant's behalf, subject to ultimate allocation by the arbitrator. In addition, if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

11. Request for the Names of Winners: For the name and city or town of residence of the Prize Winner, as well as the date of receipt and value of the Prize awarded, available after the Sweepstakes Period has ended send a self-addressed stamped envelope, to be received within three (3) months of the end of the Sweepstakes Period, to Bertucci's Corporation, 155 Otis Street, Northborough, MA 01532, Attn: Text-to-Win Sweepstakes Information.

12. Participant's Personal Information: By entering this Sweepstakes, Sponsor will be collecting non-personally identifiable data about Participants. Sponsor may also collect a Participant's name, mailing address, and telephone number. Sponsor uses this information to administer participation in the Sweepstakes. At the time you are entering the Sweepstakes, Sponsor may ask for your email address and/or telephone number and for your permission to send you future marketing information from Sponsor. If you wish to later opt-out of these emails/text messages, you can do so by checking the unsubscribe button on the email or texting "STOP" in response to any text message received. All other information collected from Participants' (including but not limited to the Participant's gender and any other demographic information) is collected for analysis purposes only.

Bertucci's is dedicated to protecting your privacy. You can contact Bertucci's or otherwise communicate your privacy concerns by:

•Calling: 703-348-7822

•Emailing: lrgworks@gmail.com

•Writing at the address below (please include your e-mail address and telephone number (including area code) with your correspondence along with the information needed to support your request).

13. Sponsor: Bertucci's Corporation, 155 Otis Street, Northborough, MA 01532.

14. Administrator: LRG Works, c/o Bertucci's, 155 Otis Street, Northborough, MA 01532