

P.F. Chang's 30th Birthday Sweepstakes ("Sweepstakes")

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID IN FLORIDA, NEW YORK, RHODE ISLAND AND WHERE PROHIBITED OR RESTRICTED BY LAW.

Promotion: The P.F. Chang's 30th Birthday Sweepstakes ("Sweepstakes") is sponsored by P.F. Chang's China Bistro, Inc., 8377 E Hartford Drive, Suite 200, Scottsdale, AZ 85255 ("Sponsor"). The Sweepstakes starts at 12:00:01 AM PST on July 20, 2023, and ends at 11:59:59 PM PST on July 21, 2023 ("Sweepstakes Entry Period"). Participating Restaurants include P.F. Chang's China Bistro Restaurants located in the fifty (50) United States and District of Columbia (excluding airport locations, P.F. Chang's To-Go Locations and Restaurants located in Florida, New York and Rhode Island) ("Participating P.F. Chang's Restaurant"). All applicable federal, state and local rules apply. Void where prohibited or restricted by law.

Who may enter: Sweepstakes open only to legal residents of the fifty (50) United States and District of Columbia (excluding Florida, New York, and Rhode Island), who are 19 years of age or older at the time of Entry. Employees, officers, and directors of Sponsor and its parent companies, affiliates, subsidiaries, and any and all other companies associated with this Sweepstakes ("Sweepstakes Entities"), and members of their immediate families (spouse, parents, siblings and children) or households are not eligible to participate. In these Official Rules a person who is eligible to participate in the Sweepstakes is called an "Participant"

How to enter: During the Sweepstakes Entry Period, an eligible person, who wishes to participate in the Sweepstakes, must visit a Participating Restaurant and request a scratcher entry card. Upon scratching the entry card, the Participant will see a notification on the entry card indicating if the Participant is a winner of an Instant Win Prize. Participant must inform an employee at the Participating Restaurant if his/her/their entry card indicates an Instant Win Prize and must provide the entry card to Participating Restaurant employee. The Participating Restaurant will provide the Instant Win Prize to the Participant if in fact the entry card indicates an Instant Win Prize. Limit of one entry card per Participant per day during the Sweepstakes Entry Period.

There will be one thousand (1,000) winners, with the Sweepstakes commencing at on at 12:00:01 AM PST on July 20, 2023, and ends at 11:59:59 PM PST on July 21, 2023.

Prizes: Prizes available are described in the charts below (subject to applicable restrictions set forth below). Approximate retail value ("ARV") of all prizes is thirty-thousand dollars (\$30,000.00) USD. ARV is as of the date of printing these Official Rules. The difference in value of prize as stated herein and value at time of prize notification, if any, will not be awarded.

Instant Win Entry Period	Instant Win Game Prizes	Quantity Awarded	ARV of Each Instant Win Game Prize
July 20, 2023 12:00:01 a.m. PST to July 21, 2023 11:58:59 p.m. PST (during normal Restaurant business operating hours)	P.F. Chang's Gift Card	1,000	\$30

Sponsor reserves the right to make changes in the Official Rules, including the substitution of a prize of greater or equivalent value, which will become effective upon announcement. Failure to comply with the Official Rules may result in Participant's disqualification solely at the discretion of the Sponsor.

ODDS OF WINNING: The odds of winning an instant win prize are dependent upon the number of Participants and the number of available prizes during each applicable Entry Period. All potential winners are subject to eligibility verification by Sponsor. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF NOTIFIED OF BEING A WINNER, UNLESS AND UNTIL THE PARTICIPANT'S ELIGIBILITY HAS BEEN VERIFIED.

Conditions: Participants on their behalf, and on behalf of their respective heirs, executors, administrators, legal representatives, successors and assigns ("Releasing Parties"), release, defend and hold harmless the Sweepstakes Entities, and their respective employees, officers, directors and agents ("Released Parties"), 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 parties have been advised of the possibility of such loss or damages), costs and expenses (including, without limitation, 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 Participant's Entry, participation or inability to participate in the Sweepstakes or use or misuse of any prize, (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 a prize (or any component thereof), (e) any change in the pricing (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) the failure of any third party to comply with the instructions and proper administration of this Sweepstakes, (i) any wrongful, negligent, or unauthorized act or omission on the part of any of Sponsor, or any of its agents or employees, (j) lost, late, stolen, misdirected, damaged or destroyed pricing (or any element thereof), (k) the collection, use and/or sharing of Participant's personally identifiable information by Sponsor or its designees, or (l) the negligence or willful misconduct by Participant. Sponsor reserves the right to permanently disqualify from any

Sweepstakes it sponsors any person it believes has intentionally violated these Official Rules and terminate the Sweepstakes. By participating, Participant acknowledges that Sponsor does not waive any rights to use similar or related ideas that might be contained in an Entry which is otherwise not protected by law or was previously known to Sponsor or developed by their respective employees, or obtained from sources other than the Participant. If fewer qualified Entries are received than the stated number of winners, Sponsor may cancel the Sweepstakes in its sole discretion.

Disputes; Governing Law. Participant and Sponsor waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the state of Arizona. THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the Participant and Sponsor irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in Maricopa, Arizona. Participant and Sponsor agree not to raise the defense of forum non conveniens.

Limitation of Liability; Disclaimer of Warranties. IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND/OR USE OF ANY SITES OR APPS ASSOCIATED WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES, INCLUDING ATTORNEY FEES TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF ANY SUCH PROVISION.

Privacy: By entering this Sweepstakes, each Participant agrees to Sponsor's manner of collection, use, retention, and disclosure of Participant's personal information submitted in connection with the Sweepstakes, including, without limitation, all names, addresses, emails, phone numbers, and birth dates obtained from or provided by Participants. Information collected is subject to Sponsor's privacy policy and any state or federal law. Sponsor's privacy policy can be found at <https://www.pfchangs.com/privacy-policy>.

Winner's List: Winner's List may be obtained by sending a request and a self-addressed stamped envelope to: 30th Birthday Sweepstakes, 8377 E Hartford Drive, Suite 200, Scottsdale, Arizona 85255 to be received no later than September 30, 2023. The winners' list will be provided after the winner

confirmation process has been completed.

Sponsor: P.F. Chang's China Bistro, Inc., 8377 E Hartford Drive, Suite 200, Scottsdale, Arizona 85255

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

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// End of Official Rules //

P.F. Chang's Happy Hour Gift Card Giveaway ("Sweepstakes")

Official Rules ("Official Rules")

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. EACH POTENTIAL WINNER MAY BE REQUIRED TO SIGN AN AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY AGREEMENT. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, THE PARENT OR AFFILIATED COMPANIES OF THE SOCIAL MEDIA WEBSITE INSTAGRAM®. These rules may be viewed online at: <https://bit.ly/46fo5sV>

1. Eligibility. The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia (the "**Territory**") and who are eighteen (18) years of age or older (Nineteen (19) in Alabama and Nebraska) as of time of Entry of the Sweepstakes Period (as defined in Section 3 below), who have access to the Internet, , who have an Instagram® account, who have a valid address for receipt of the "Prize" (defined in Section 4 below). Participants who wish to sign up for a free Instagram® account, visit <http://instagram.com>. The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited or restricted by law.

Employees of, members of the immediate family of, or those domiciled with an employee of Sponsor (as defined in Section 10 below), P.F Chang's China Bistro, Inc. ("P.F. Chang's") or each of their respective, parents, affiliated or related companies, and subsidiaries, and P.F. Chang's® licensees and franchisees are ineligible to participate in the Sweepstakes. Void where prohibited or restricted by law. All federal, state and local laws apply.

An eligible individual who enters the Sweepstakes is hereafter referred to as an "**Entrant**" or "**you**". Each Entrant unconditionally accepts and agrees to comply with and abide by these Official Sweepstakes Rules and may be required to verify that they meet eligibility requirements as outlined herein.

2. How to Enter the Sweepstakes. Entrants may enter only once throughout the Sweepstakes Period (as defined in Section 3 below).

A. Entry via Instagram®: To enter an Entrant will need to follow P.F. Chang's, like our post and then follow the daily prompt. to his or her Instagram® social media account with the following three (3) requirements: (1) follow "@PFChangs" on Instagram®; (2) like the specific post; (3) leave a comment tagging a friend you' would take to Happy Hour One (1) bonus entry can be earned by sharing the giveaway post to your story and tagging @PFChangs. The comment response may not include any of the following: (a) any inappropriate, vulgar, or offensive content; or (b) any illegal or immoral acts or activities. There is no requirement that your Instagram handle is public. However, you must not change your Instagram handle during the Entry Periods and until the Prizes are awarded (as described in Section 5)

Each of the above is individually an "**Entry**" and collectively, "**Entries.**" As set forth below in Section 3, there are four (4) "Entry Periods". There will be one (1) post on Instagram during the Entry Periods and one (1) Winner from Instagram will be chosen during each Entry Period for a total of one(1) Winner during each Entry Period.

Limits: There is a limit of one (1) Entry via Instagram® per Entrant during each Entry Period (as defined in Section 3 below). Entrants, who enter more than once, employ any spamming techniques, use multiple usernames, or otherwise attempt to enter multiple times in violation of these rules, shall be disqualified from the Sweepstakes. No Entrants may share an Instagram® account or username.

IF ANY OF THE INFORMATION THAT IT SUPPLIED IS INCORRECT, INCOMPLETE, OR UNTRUTHFUL (OR IF YOU ARE IN VIOLATION OF THESE OFFICIAL SWEEPSTAKES RULES), YOUR ENTRY WILL BE INVALID AND YOU WILL BE INELIGIBLE FOR THE PRIZES (as defined in Section 4).

3. Sweepstakes Period.

- A. The Sweepstakes Period begins at 12:00:01 AM Pacific Standard Time (“PST”) on July 26, 2023, and ends at 11:59:59 PM PST on August 17, 2023 (“Sweepstakes Period”) and consists of four (4) entry periods (each an “Entry Period”), as outlined below:

Entry Period	Timing	Approximate Drawing Date/Time	Prize (individually a “Prize” and collectively the “Prizes”)
1	8:00 a.m. PST July 26, 2023 - 11:59 p.m. PST July 27, 2023	July 28, 2023, at 3:00 p.m. PST	\$100 P.F. Chang’s gift card*
2	8:00 a.m. PST August 2, 2023 – 11:59 p.m. PST August 3, 2023	August 4, 2023, at 3:00 p.m. PST	\$100 P.F. Chang’s gift card*
3	8:00 a.m. PST August 9, 2023 – 11:59 p.m. PST August 10, 2023	August 11, 2023, at 3:00 p.m. PST	\$100 P.F. Chang’s gift card*
4	8:00 a.m. PST August 16, 2023 – 11:59 p.m. PST August 17, 2023	August 18, 2023, at 3:00 p.m. PST	\$100 P.F. Chang’s gift card*

* The Prizes are only redeemable at participating U.S. gift card locations.

4. Prizes, Actual Retail Value (“ARV”) and Odds. All details and other restrictions of prizes not set forth in these Official Rules will be determined by Sponsor in its sole discretion. Entrants will enter the Sweepstakes according to the rules included in [Section 2](#) above. One (1) Prize per Entry Period will be awarded to one (1) “**Winner**” in this Sweepstakes.

Total Approximate Retail Value (ARV) : the total ARV of the four (4) Prizes is approximately Four Hundred and 00/100 Dollars (\$400).

Odds: the odds of winning a Prize will vary depending on the number of valid Entries received during each Entry Period.

There is no substitution, assignment, cash equivalent for any Prize, currency, credit, or transfer of any Prize by a Winner allowed, except that Sponsor, in its sole discretion, can substitute a prize for a prize of equal or greater value. Each Prize Winner is solely responsible for any local, state, federal and other taxes and charges in connection with the receipt and/or use of any Prize. Any additional expenses incident to the receipt and/or use of any Prize are the sole responsibility of the individual Winner.

If, due to an error, there are more claims for prizes than Prizes stated in these Official Rules, Sponsor reserves the right to award additional Prizes through an additional selection of eligible Prize claims. Should a potential winner decline or fail to claim a Prize, or be unreachable, Sponsor reserves the right to not award the Prize to anyone.

5. Winner Selections. Sponsor will randomly choose the Winners among all valid Entries received by Sponsor during each Entry Period. Sponsor will review all valid Entries and select the one (1) Prize Winner on or about each Approximate Drawing Date/Time noted in Section 3 above (“**Prize Winner Selection Date**”). Sponsor’s decisions in all matters relating to this Sweepstakes are final. Winners must claim their Prize as set out below in [Section 6](#).

6. Notification and Claiming Prize. Sponsor will notify the Prize Winners by sending a direct message (“DM”) to the Prize Winner at his or her Instagram® account. Sponsor will notify the Prize Winner on or about each Approximate Drawing Date/Time noted in Section 3 above. The Prize Winner will be required to execute the Sponsor’s affidavit of eligibility/release of liability/prize acceptance and any other documentation reasonably requested by Sponsor.

If a Prize Winner does not comply with these Official Sweepstakes Rules, meet eligibility requirements, do not claim the Prize within the required timeframe of Sponsor's Notification (Prize Winner must claim the Prize within (72) seventy two hours of Sponsor's Notification), or do not timely comply with all of Sponsor’s instructions to claim the Prizes, Sponsor has the option to either select an alternate winner until all prizes are claimed or forfeit prizes with no replacement winner being chosen.

7. General conditions. By entering the Sweepstakes, Entrants agree to abide by these Official Rules and the decisions of Sponsor, which are final. If for any reason the Sweepstakes is not capable of running as planned by reason

of infection by virus, bugs, worms, malware, spyware, hacking, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Sponsor, may corrupt or affect the administration, operation, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and select the winners from the Entries received prior to the action taken, or by other means deemed fair and appropriate by Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify an entrant if Sponsor: (a) learns or suspects that entrant has misappropriated another's identity or infringed upon the rights of any person or entity; (b) finds that entrant has tampered, is tampering or plans to tamper with the entry process or the operation of the Sweepstakes; or (c) believes that entrant has violated these Official Rules or is acting in an unprofessional, unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of this Sweepstakes may be in violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

By accepting a Prize, Winner's release Sponsor and its affiliated and related companies, the Prize supplier, and their respective officers, directors, employees and agents, including, without limitation, their advertising and promotional agencies and the independent sweepstakes organizations, from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or misuse of any Prize.

Entrant consents to being contacted by Sponsor for Sweepstakes-related purposes, which include, but are not limited to, Prize eligibility notifications, Prize claim notifications and Prize claim reminder notifications. Entrant also pledges, agrees and consents that he/she shall not employ the use of spamming software or some other electronic means to enter or influence the Sweepstakes or its results illegitimately, more than once per day, or use multiple usernames or Instagram®, all participants and entrants shall be disqualified from winning any Prize. No two entrants may share an Instagram® account.

8. Release and limitations of liability. Except where prohibited, by participating in the Sweepstakes, Entrant agrees to release, indemnify, defend and hold harmless Sponsor, and related companies, promotional partners, Prize partners, Instagram and each of their respective parent, subsidiaries, affiliates, successors, predecessors, and their respective agents and agencies, and their respective officers, directors, employees and agents (collectively, "Released Parties") from and against any claim, cause of action, loss, fine, award, judgment, demand, lawsuit, obligation, interest, tax, penalty or other damage, including, without limitation, attorneys' fees, expert fees and costs, arising out of or in connection with entrant's participation in the Sweepstakes, 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 the Sweepstakes or the processing of Entries; or (e) 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 and/or receipt and/or use of any Prize. Entrant assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes or the acceptance or use of any Prize.

9. Disputes. Entrants agree that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class action, and exclusively by the state or federal courts located in Maricopa County, Arizona; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, excluding entrant's attorneys' fees, expert fees and costs; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, special and consequential damages and any other damages other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO ENTRANT. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules and the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes shall be governed by and enforced in accordance with the laws of the State of Arizona, without giving effect to any conflict of laws rules (whether of the State of Arizona or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Arizona. These Official Rules shall be binding upon and inure to the benefit of Sponsor's and each entrant's respective successors, assigns, estates, executors and heirs.

10. Sponsor. P.F. Chang's China Bistro, Inc. 8377 E. Hartford Drive, Suite 200, Scottsdale, AZ 85255.

11. **Privacy:** Sponsor’s Privacy Policy is available at: <https://www.pfchangs.com/privacy-policy>

12. **Winners Lists Requests.** Requests for a list of winners (“Winners List”) will be available after August 31, 2023. For a Winners List, a self-addressed stamped envelope to: “P.F. Chang’s Happy Hour Gift Card Giveaway”, 8377 E Hartford Drive, Suite 200, Scottsdale, Arizona 85255 to be received no later than September 30, 2023.

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// End of Official Rules //