

P.F. Chang's® Platinum Rewards Subscription Sweepstakes

OFFICIAL RULES

To enter the Sweepstakes, you must agree to and abide by these Official Rules (“**Official Rules**”)

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

Promotion: The P.F. Chang's Platinum Rewards Subscription 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 Pacific Standard Time ("PST") on September 27, 2022, and ends at 11:59:59 PM CT on October 31, 2022 ("Sweepstakes Entry Period"). The Sponsor's computer is the Sweepstakes official clock.

Who may enter: Sweepstakes open only to legal residents of the fifty (50) United States and the District of Columbia, who are 18 years of age or older (Nineteen (19) in Alabama and Nebraska) as of time of Entry (the "Entrant"). 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. Void 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 the Prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winner may be required to provide proof of identification and eligibility as required by Sponsor. For purposes of the Sweepstakes, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address. If it is discovered or suspected that an entrant has registered or attempted to register for the Sweepstakes using multiple identities, all of that entrant's entries will be declared null and void and any prize an entrant might have been entitled to win will not be awarded and may be revoked. Use of any automated system or any like methods to participate in the Sweepstakes is prohibited and will result in disqualification of any entrant attempting such use.

How to enter – there are two (2) options (each an "Entry"):

- A. Sign up for the P.F. Chang's® Platinum Rewards Subscription Program.
 - i. During the Sweepstakes Entry Period, Entrants sign up for the P.F. Chang's Platinum Rewards Subscription Program (<https://www.pfchangs.com/rewards/platinum/>) and as a result Entrant will automatically receive one (1) Entry into the Sweepstakes.
 - i. To become part of P.F. Chang's Platinum Rewards Subscription Program, you must enroll either by downloading the P.F. Chang's mobile app or through the P.F. Chang's website at <https://www.pfchangs.com/rewards/platinum/> by providing your first and last name and email address and creating an account password. Members' participation in the Program is subject to P.F. Chang's [Terms of Use](#), which are incorporated herein by reference, and which must be accepted as a condition of enrollment.
- B. Without a Purchase – No Purchase Necessary for Sweepstakes:
 - i. Mail-in Entry: To enter without signing up for P.F. Chang's Platinum Rewards Subscription Program from September 27, 2022, through October 31, 2022, an entrant may legibly hand write their full name (no initials), complete legal mailing address (no P.O. Box), date of birth, and valid e-mail address on a 3½" x 5" properly stamped postcard and mail it with sufficient postage to: P.F. Chang's Platinum Rewards Sweepstakes, 8377 E Hartford Drive, Suite 200, Scottsdale, Arizona 85255. Mail-in requests must be postmarked by October 21, 2022, and received by October 31, 2022. There is a limit of one

(1) Mail-in Entry per person during the Sweepstakes Entry Period. Mail-in requests will not be returned, and no further correspondence will be entered into. Mail-in entries must be original and hand-written. No mechanical reproductions are allowed.

Limit: One (1) Entry per person

Selection of Winner: Sponsor will randomly select the potential Sweepstakes winner from all eligible Entries on or around November 4, 2022 and will notify the potential Sweepstakes winner soon thereafter. The odds of winning depend on the number of valid Entries received during the Sweepstakes Entry Period.

Winner Notification. The potential Sweepstakes winner will be notified via email using the contact information provided in the mail-in Entry or used in enrolling in the P.F. Chang's Platinum Rewards Subscription Program. Potential winner will be required to sign and return, within five (5) calendar days of notification, an Affidavit of Eligibility, a Liability Release and Indemnification, a Publicity Release where allowable by law, as well as other documents that Sponsor may require (collectively "Prize Claim Documents"). Failure to respond to the initial notification within five (5) calendar days after notification, return of email notification as undeliverable after two (2) attempts, or failure to return the completed and signed Prize Claim Documents within the indicated time period will result in disqualification, prize forfeiture and selection of an alternate potential Sweepstakes winner from among all remaining eligible entries received. Entry and acceptance of Prize constitutes permission (except where prohibited by law) to use the winner's name, prize won, hometown, likeness, video recording, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without further compensation, notification or permission.

The Prize winner may also be required to submit to a background check to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Sweepstakes will not bring Sponsor into public disrepute, contempt, scandal, or ridicule or reflect unfavorably on the Sweepstakes or Sponsor, as determined by Sponsor in its sole discretion. Sponsor reserves the right to disqualify a potential winner on the basis of the findings resulting from such background check or if a potential winner fails to properly authorize and/or provide the required information in connection with such background check.

One (1) Grand Prize ("Prize"): One Grand Prize Winner will receive a trip for two (2) to the P.F. Chang's® flagship location of the winner's choice (New York, Hawaii or Las Vegas) and the trip includes:

- Roundtrip, coach-class airfare from a major airport near winner's legal residence (up to \$1,800)
 - Ground transportation from legal residence to airport is not included.
- 2-night hotel accommodations (one room, double occupancy) stay (up to \$800)
- Ground transportation to and from destination airport and hotel (up to \$150)
- One (1) VIP dinner at P.F. Chang's® flagship location curated by P.F. Chang's chefs (\$500)
- \$500 spending money on a prepaid Visa card

Approximate Retail Value ("ARV") of Prize: \$3,750.00 USD

Grand Prize trip must be taken between January 10, 2023, and June 1, 2023. Grand Prize Winner must provide Sponsor with three (3) possible travel dates with at least six (6) weeks advance notice prior to the earliest potential date of departure; however, Sponsor's decision as to actual travel dates is final and binding. Travel must be reserved through Sponsor and Sponsor shall determine airline and flight itinerary in its sole discretion. All expenses not specifically mentioned herein are not included and are solely the Prize Winner's responsibility, including but not limited to round trip transportation between the Prize Winner's legal residence and airport or origin, gratuities and tips, insurance, merchandise, room service, service charges, spa services, telephone calls and taxes. Travel and lodging are subject to availability, certain restrictions and Sponsor's approval as determined by Sponsor in its sole discretion. Airline carrier and hotel regulations and conditions apply. The actual value of the Prize may vary depending on the city of departure, date and times of travel, airfare fluctuations and hotel charges at the time of travel booking. Therefore, the actual value of the Prize awarded may be lower or higher

at the time it is fulfilled. If the actual value of the Prize is less than the stated ARV, the difference will not be awarded. No substitution or cash alternative for prize is permitted, except in the sole discretion of the Sponsor.

For tax reporting purposes, Prize winner may be issued and required to complete one or more U.S. IRS forms for the fair market value of the Prize, and winner may be required to provide Sponsor with a valid social security number, tax identification number or other information before the Prize will be awarded.

An inherent risk of exposure to COVID-19 exists in any public place where people are present. By accepting and using the Prize, the Prize Winner and his/her/their guest voluntarily assume all risks related in any way to exposure to COVID-19, and any other communicable or infectious disease. The Prize Winner and his/her/their guest are also responsible for understanding and complying with any COVID-19 travel restrictions.

Conditions: Entrants 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 Entrant’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 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) the failure of any third party to comply with the instructions and proper administration of this Sweepstakes, (i) incorrect or inaccurate transcription, receipt or transmission of any part of the Entry (including, without limitation, the information or any parts thereof), (j) any technical malfunctions or unavailability of any website, app, social media platform 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, (k) interruption or inability to access the Sweepstakes, any website, app, social media platform or any online service via the Internet due to hardware or software compatibility problems, (l) any damage to Entrant’s (or any third person’s) hardware and/or its contents related to or resulting from any part of the Sweepstakes, (m) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (n) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged Entries, (o) any wrongful, negligent, or unauthorized act or omission on the part of any of Sponsor, or any of its agents or employees, (p) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof), (q) the collection, use and/or sharing of Entrant’s personally identifiable information by Sponsor or its designees, or (r) the negligence or willful misconduct by Entrant. 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 if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), or to select the potential winner from among all eligible Entries received prior to termination. If Sponsor at any time receives a complaint (including but not limited to a cease-and-desist letter, general letter of complaint, etc.) alleging intellectual property infringement or any other violation of any third party right

pertaining to any element of an Entry, Sponsor reserves the right to disqualify the Entry.

Disputes; Governing Law. Entrant 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 Entrant and Sponsor irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in Maricopa, Arizona. Entrant 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 AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM 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.

Winner's List: For the name of the winner (which will be available within 30 days after the Sweepstakes Entry Period ends), mail a self-addressed, envelope to: P.F. Chang's China Bistro, Inc. Marketing, 8377 E Hartford Drive, Suite 200, Scottsdale, AZ 85255 no later than 60 days after the Sweepstakes ends.

Publicity Rights: By participating in the Sweepstakes and/or accepting a prize, a Entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his or her name, biographical information, photos and/or likeness, and statements for promotion, 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.

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

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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P.F. Chang's Platinum Rewards 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 WEBSITES FACEBOOK® OR INSTAGRAM®. These rules may be viewed online at: <https://www.pfchangs.com/docs/default-source/pdf/platinum-sweepstakes.pdf>

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 a Facebook® or 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 Facebook® account, visit <http://facebook.com>; 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. There are two (2) ways to enter the Sweepstakes; however, 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'd share your P.F. Chang's gift card with;. 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)

B. Entry via Facebook®: 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 Facebook® social media account with the following three (3) requirements: ((1) follow "@PFChangs" on Facebook®; (2) like the specific post; (3) leave a comment tagging a friend you'd share your P.F. Chang's gift card with; 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.

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 each Instagram and Facebook during the Entry Periods and one (1) Winner from each Instagram and Facebook will be chosen during each Entry Period for a total of two (2) Winners during each Entry Period.

Limits: There is a limit of one (1) Entry (via Instagram®, and Facebook® 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® or Facebook® 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 October 4, 2022, and ends at 11:59:59 PM CT on October 26, 2022 (“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 October 4, 2022 – 11:59 p.m. PST October 5, 2022	October 7, 2022, at 3:00 p.m. PST	\$100 P.F. Chang’s gift card*
2	8:00 a.m. PST October 11, 2022 – 11:59 p.m. PST October 12, 2022	October 14, 2022, at 3:00 p.m. PST	\$100 P.F. Chang’s gift card*
3	8:00 a.m. PST October 18, 2022 – 11:59 p.m. PST October 19, 2022	October 21, 2022, at 3:00 p.m. PST	\$100 P.F. Chang’s gift card*
4	8:00 a.m. PST October 25, 2022 – 11:59 p.m. PST October 26, 2022	October 28, 2022, 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. Two (2) Prizes per Entry Period will be awarded to two (2) “Winners” (one winner from Instagram and one winner from Facebook) in this Sweepstakes.

Total Approximate Retail Value (ARV) : the total ARV of the eight (8) Prizes is approximately Eight Hundred and 00/100 Dollars (\$800).

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 Facebook® user handle or 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 Facebook®, or Instagram®, all participants and entrants shall be disqualified from winning any Prize. No two entrants may share an Instagram® or Facebook® 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, Facebook, 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 November 14, 2022. For a Winners List, send an email with the subject line, "P. F. Chang's Platinum Rewards Gift Cards Giveaway Winners List Request," to Courtney.Robertson@pfchangs.com.

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 //