

Official Rules

Outback Steakhouse® Down Under Local Art Contest

Sponsored by Outback Steakhouse®

NO PURCHASE NECESSARY TO ENTER OR WIN. OPEN TO STUDENTS ACTIVELY ENROLLED IN HIGH SCHOOL IN PASCO COUNTY ONLY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. Promotion Period: The Outback Steakhouse® Down Under Local Art Contest (the “Promotion”) shall begin at 12:00:01 AM ET on April 1st, 2023 and end at 11:59:59 PM on April 30, 2023 (“Promotion Period”). All entries must be received by 11:59:59 PM ET on April 30, 2023. Entries submitted past the expiration of the Promotion Period will not be accepted and may be destroyed. The Administrator’s database clock will be the official timekeeper for this Promotion.

2. Administrator/Sponsor: The Promotion is sponsored and administered by Outback Steakhouse of Florida, LLC (“Sponsor”, “Administrator”), 2202 North West Shore Blvd, 5th Floor, Tampa, FL 33607.

3. Eligibility: To be eligible to enter the Promotion, an Entrant must: (a) be a U.S. citizen or a permanent legal U.S. resident; (b) be enrolled in a high school in Pasco County, Florida; and (c) have obtained a parent's or legal guardian's prior permission to enter the Promotion. Employees and their immediate families of the Sponsor (i.e., parents, spouse, children, siblings, grandparents, step parents, step children and step siblings and their respective spouses, regardless of where they reside) and members of the same household, whether or not related of Sponsor, and each of their respective parents, affiliated companies, sponsors, subsidiaries, advertising and promotion agencies and third party fulfillment or judging agencies (collectively, the “Promotion Entities”) are not eligible to enter or win the Promotion. Entrants must have obtained a parent's or legal guardian's prior permission. Minors who enter must have the written consent of a parent or legal guardian in order to be eligible to receive any prize, as described in Section 8 of these Rules.

4. How to Enter: To enter the Promotion, Entrant must create an original piece of art on a canvas not to exceed ½” in width and no larger than 24”W x 18”H. Image must depict an “Aussie animal” and the art must have a tie in to the local community. All art submissions for entry must be submitted to outbacklocalmarketing@outback.com via a full-color high-resolution .png file. Limit one (1) Entry per Entrant. All Entries must be received by 11:59:59 PM ET on April 30, 2023. All Entries become the property of Sponsor upon completion of Entry.

5. Winner Determination: The art submission (“Art”) will be judged using on the following criteria, weighted equally: (i) artistic skills; (ii) creativity and originality; (iii) communication of the Promotion theme in the Art; and (iv) adherence to the requirements and these Rules. Judging will be carried out by a panel of judges comprising representatives of the Sponsor within five (5) business days following the closing of the Promotion. The panel of judges will select one (1) Grand Prize winner along with one (1) 2nd Place and one (1) 3rd Place winner. Decisions by the judging panel final and without appeal. In the event a potential winner does not timely return all required documentation, refuses the prize, is ineligible to accept the prize, or fails to claim the prize as directed, or is otherwise not in compliance with these Official Rules, the prize may be forfeited and, at Sponsor’s discretion, awarded to an alternate winner. Minors who enter must have the written consent of a parent or legal guardian in order to be eligible to receive any prizes, as described in Section 8 of these Rules.

6. Submission Guidelines: The Art must meet the following criteria:

It must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Promotion.

It must not contain content, material, or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state, or local laws and regulations.

It must not contain any content, material, or element that displays any third party advertising, slogan, logo, trademark, representation of characters indicating a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Promotion, as determined by Sponsor, in its sole discretion.

It must be original, unpublished work that does not contain, incorporate, or otherwise use any content, material or element that is owned by a third party or entity. Art cannot have won previous awards.

It must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity cannot contain any content, element, or material that violates a third party's publicity, privacy or intellectual property rights.

It must not be is not the subject of any actual or threatened litigation or claim.

By submitting Art, You (and if a Minor, "You" means the parent/guardian) represent and warrant that such Art conforms to these Rules and understand that Sponsor, in its sole discretion, may disqualify Art for any reason, including if it determines, in its sole discretion, that the Art fails to conform to these Rules in any way or otherwise contains unacceptable content as determined by Sponsor, in its sole discretion.

By submitting an Art, you hereby grant permission for the Art to be installed on the Sponsor's Trinity Outback location, website, or other media outlets and to be used by Sponsor in accordance with the grant of rights set forth below. You acknowledge that the Released Parties (as defined below) are not responsible for any unauthorized use of Art by third parties. You understand that the Released Parties do not guarantee the posting of any Art. Sponsor can choose to not post and/or to take down Art, in whole or in part, at any time and for any reason, including, but not limited to, if Sponsor determines an Art violates these Rules, in its sole discretion.

By submitting Art, you agree to grant Sponsor and its agents and designees an unlimited, worldwide, perpetual, nonexclusive, irrevocable, royalty-free, fully paid-up, sublicensable, transferrable, unrestricted license, under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights you own or control, to use, reproduce, store, archive, edit, modify, make derivative works of or based on, sublicense, display, disseminate, distribute, sell and otherwise exploit in any manner and for any purpose, the Idea (including all rights embodied therein) and any and all elements thereof, for any purpose, in, on or through any and all media, platforms, systems, devices, technologies, formats, business models or manner, now known or hereafter devised (including, without limitation, on Sponsor's and its designees' websites and applications), without compensation or notification to Entrant or any third party and without any further permission from Entrant or any third party.

Participation in the Promotion constitutes permission for Sponsor and its agents and designees to use your name, biographical information, image, likeness, Ideas and/or statements about a Promotion for advertising, trade, commercial, promotional and other purposes in any and all media now or hereafter devised, in any manner, worldwide, in perpetuity, without additional compensation, notification or permission, unless prohibited by law.

In the event of a dispute over who submitted an Entry, the authorized subscriber of the e-mail account provided in connection the entry, as of the actual time of entry will be deemed to be the Entrant. The "authorized account subscriber" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization (e.g. business, education, institution, etc.) that is responsible for assigning e-mail addressed for the domain associated with the submitted e-mail address. A selected or potential winning "authorized account subscriber" may be required to provide Sponsor with proof that he/she is the authorized account holder of the email address associated with the applicable Entry.

7. Winner Notification: The potential winners will be notified by email that was submitted with the entry. If a potential Winner either declines said Prize, or does not respond to the potential prize notification within **two (2) calendar days** of such notice, or is deemed ineligible to accept the Prize, an alternate Winner will be chosen in a subsequent random drawing to be held after the disqualification of the previous potential Winner. If the Winner is unable to provide the original artwork within seven (7) days after prize notification, the Winner will be deemed to have forfeited the prize and another potential finalist/winner may be selected. The potential winner will be required to execute and return to Sponsor a notarized Affidavit of Eligibility, a Liability Release, and, except where prohibited by law, a Publicity Release (an "Affidavit/Release") in the form(s) provided by Sponsor in order to claim his/her prize. The Affidavit/Release must be returned to Sponsor by the date and/or time indicated. If the potential winner fails to return the Affidavit/Release within the specified time, or if any prize or prize notification is returned as undeliverable, or if the potential winner is found to be ineligible, or if any potential winner does not comply with the Rules or the requests of Sponsor, then the potential winner may be disqualified and an alternate winner selected by Sponsor in its sole discretion in his/her place, at random from among all eligible non-winning entries received by Sponsor for the Promotion.

8. Prizes/Approximate Retail Value: One (1) Grand Prize will be awarded: the winner's Art will be installed in the Trinity, Florida Outback Steakhouse, \$200 in an Outback Gift Card, \$200 in a Visa Gift card, and an Outback swag bag. Approximate Retail Value ("ARV") of Grand Prize: \$550. **One (1) First Prize will be awarded:** \$150 in an Outback Gift Card, \$150 in a Visa Gift card, and an Outback swag bag. ARV of First Prize: \$400. **One (1) Second Prize will be awarded:** \$50 in an Outback Gift Card, \$50 in a Visa Gift card, and an Outback swag bag. ARV of First Prize: \$200. Total ARV of all prizes=\$ 1150.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any Prize furnished in connection with the Promotion. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

9. Prize Conditions: A Prize cannot be used in conjunction with any other Promotion. Prize elements may not be separated. In the event any portion of the Prize cannot be awarded as stated, that portion of the Prize may go unawarded. Costs and expenses associated with Prize acceptance and use not specifically stated herein as being provided are the sole responsibility of the Winners. Prizes are not redeemable for cash and are subject to availability, non-transferable, non-negotiable, non-refundable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a Prize for one of equal or greater value for any reason. All taxes (including, without limitation, state and federal income taxes) and the reporting consequences thereof associated with the use and acceptance of a Prize is solely the responsibility of the Winner and if Winner is a Minor, their parents/guardians, who may receive an IRS Form 1099 reflecting the Prize value (pursuant to applicable tax laws depending on the Prize value). If any Prizes are to be mailed, they will arrive within 8 to 10 weeks of verification of winner. Limit of one (1) Prize per person per household.

10. Limitation on Liability: Entrants assume all risk of loss, damage, destruction, delay or misdirection of materials/mail/e-mail submitted to Sponsor. By entering, Entrant agrees to full Official Rules and to decisions of Sponsor, or their designated agent, which are final and legally binding in all respects and further agree that Prizes are awarded upon the condition that Promotion Entities and each of their respective parent, affiliate and subsidiary companies shall be held harmless for any injuries, losses, or damages of any kind to persons or property, including death, sustained, in whole or in part, directly or indirectly, in connection with or resulting from acceptance, possession or use/misuse of a Prize, or participation in this Promotion or participation in or travel to any Promotion related activities and further acknowledge that said parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any Prize. The Promotion Entities are not responsible for technical, hardware, software, or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled, or delayed computer transmissions, whether caused by Sponsor, users or by any of the equipment or programming associated with or utilized in the Promotion or by technical or human error which may occur and/or which may damage a user's system or limit an Entrant's ability to participate in the Promotion. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMIND THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CIVIL LAW. SHOULD AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

11. Disputes: Please read this section carefully. It affects Entrant's rights and will have a substantial impact on how claims Entrant and Sponsor have against each other are resolved. Except where prohibited, Entrant or if a Minor, their parent/guardian agrees that: (1) whenever Entrant has a disagreement with Sponsor arising out of, connected to, or in any way related to these Official Rules and/or the Promotion, Entrant will send a written notice to Sponsor ("Demand"). Entrant agrees that the requirements of this section will apply even to disagreements that may have arisen before Entrant participated in the Promotion. Entrant must send any Demand to the following address (the "Notice Address"): Bloomin' Brands, Inc., Attn: Chief Legal Officer, 2202 N. West Shore Blvd., Suite 500, Tampa, FL 33607; (2) Entrant will not take any legal action, including filing a lawsuit or demanding arbitration, until ten (10) business days after Entrant sends this Demand. If Sponsor does not resolve this disagreement to Entrant's satisfaction within ten (10) business days, and Entrant intends on taking legal action, Entrant agrees that Entrant will file a demand for arbitration with the American Arbitration Association (the "AAA"). Please note that for any such filing of a demand for arbitration, Entrant must affect proper service under the rules of the AAA, and that notice to the Notice Address may not suffice.

If, for any reason, the AAA is unable to provide the arbitration, Entrant may file his/her case with any national arbitration company. The arbitrator shall apply the AAA Consumer-Related Disputes Supplementary Procedure as effective September 15, 2005. Entrant agrees that the arbitrator will have sole and exclusive jurisdiction over any dispute Entrant has with Sponsor. Entrant understands that the Federal Arbitration Act allows for the enforcement of arbitration agreements, and Entrant agrees that it applies; (3) Entrant will not file any lawsuit against Sponsor in any state or federal court. Entrant waives any right to a trial by a jury or a state or federal judge. Entrant agrees that if Entrant does sue Sponsor in state or federal court, and Sponsor brings a successful motion to compel arbitration, Entrant must pay all fees and costs incurred by Sponsor in court, including reasonable attorney's fees. Entrant will not file a class action or collective action against Sponsor, and Entrant will not participate in a class action or collective action against Sponsor. Entrant will not join his/her claims to those of any other person; (4) Notwithstanding any other provision in these Official Rules, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into. Any dispute at that time in arbitration will be dismissed without prejudice and refiled exclusively in the United States District Court for the Middle District of Florida, Tampa Division, or in the Circuit Court in and for Hillsborough County, Florida. Under no circumstances does Entrant or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration; (5) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (6) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

Sponsor agrees that it will not file a class or collective action against Entrant, and that Sponsor will not participate in a class or collective action against Entrant, for any disagreement arising out of, connected to, or in any way related to these Official Rules and/or the Promotion. Sponsor agrees that it will submit all disputes with Entrant to arbitration before the AAA.

12. Privacy Policy: Any personal information received by Sponsor in connection with the Promotion that is collected from Entrant or if Entrant is a minor from parent or guardian, is subject to the Sponsor's Privacy Policy, which can be reviewed at <https://www.outback.com/privacy-policy>. Any Personal information collected will be used by Sponsor and its agent(s) solely to administer this Promotion and will not be used or disclosed for any other purpose without consent of the applicable Entrant unless required by law. If for any reason this Promotion is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor, which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and/or to cancel, terminate, modify or suspend the Promotion or any element thereof and Sponsor may conduct a random drawing to award the Prize using all eligible, non-suspect entries received as of the date of action requiring such

termination. Should any provision of these Official Rules be deemed unenforceable or invalid, the other provisions of these Official Rules shall remain in full force and effect.

13. Copy of Winner's List: For a copy of the list of winners, please visit the Website, or send a stamped, self-addressed envelope to by May 31, 2023: to Outback Steakhouse® Down Under Local Art Contest, 2202 N Westshore Blvd., Suite 500, Tampa, FL 33607.